



REQUEST FOR STANDING OFFER

FOR

Writing Services

Date Issued: March 29, 2019
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Originating Department: Public Affairs

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Canada



1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

This section provides general information about Canada Mortgage and Housing Corporation (CMHC) and in particular about this Request for Standing Offer (RFSO). All capitalized terms in this document have the meaning ascribed to them within the RFSO document or in certain cases, are terms that are in common usage at CMHC.

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation wishes to enter into Standing Offers (SOs) with a selection of suppliers (hereinafter referred to as “Offerors”) for the purpose of providing writing services for a variety of streams of work. The duration of these Standing Offers will be for a two (2) year term, with the potential for a one (1) year renewal. The total dollar value of resulting Call-ups from this Standing Offer (SO) will not exceed \$450,000 over three years.

More detailed specifications can be found in Section 3, “Statement of Services”.

1.3 CMHC Background

CMHC is the Government of Canada’s national housing agency, with a mandate to facilitate access to housing and contribute to the stability of Canada’s financial system. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

CMHC is headquartered in Ottawa and has approximately 1,800 employees across the country. For more information, Offerors may visit CMHC’s web site at: www.cmhc-schl.gc.ca.

1.4 Purpose of Request for Standing Offers

CMHC will use this Request for Standing Offer to retain a source list of qualified Offerors to provide the services outlined herein on an “as-and-when requested” basis. In a RFSO process, offers and Offerors are qualified in terms of ability to satisfy the stated mandatory criteria, while also providing pricing for the goods and/or services that will be provided to CMHC.

The existence of these Standing Offers (SOs) does not provide the selected Offerors with any exclusive rights to the provision of services outlined herein. CMHC reserves the right to contract with other suppliers if required.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFSO process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any Standing

Offer (SOs) which may be entered into by CMHC and the selected Offerors.

Date	Activities
March 29, 2019	Issue Date of RFSO and Question start date
April 4, 2019, 2pm EDT	Deadline for questions
April 12, 2019	Deadline for issuing addenda (answers to questions)
April 30, 2019, 2pm EDT	Submission deadline
May – June 2019	Evaluation and selection of Standing Offer Holders
July 2019	Announcement of successful Standing Offer Holders

1.6 Terms and Conditions of Standing Offer and Any Resulting Call-Up

The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this RFSO and any resulting Call-up, as though expressly set out herein, subject to any other express terms and conditions herein contained.

1.7 Mandatory Requirements

Throughout this RFSO, certain requirements are identified as mandatory. Compliance with mandatory requirements will be assessed by CMHC in its sole discretion.

A mandatory requirement is defined as:

- a minimum standard that an offer must meet in order to be considered for further evaluation;
- a requirement that must be met in order for the Offeror to substantially comply with the requirements of the RFSO; and
- a term that must be included in any Call-up that results from the RFSO.

1.8 RFSO Potential Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Centres throughout Canada.

The Policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services** as the Official CMHC Source list. All proponents **must** be registered with **Public Works and Government Services** prior to submitting an offer. The Procurement Business Number (PBN) provided by this registration must be included with your offer. If you are not

registered, and you wish to do so, you may access <https://buyandsell.gc.ca/> or you may call their Information Line at: 1-800-811-1148.

1.9 Direct Deposit and Income Tax Reporting Requirement

All payments and transfer of funds of any Call-up resulting from this RFSO will be made by means of EFT direct deposit, unless an exception is requested in the Standard Offer and is approved prior to the execution of any Call-up.

As a federal Crown corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Standing Offer Holders will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form prior to execution of any Call-up resulting from this RFSO.

1.10 Procurement Policy with respect to the Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

The evaluation methodology in section 5 fully describes any environmental preferences associated with this procurement.

1.11 Call-ups Against a Standing Offer

Call-ups against a Standing Offer will be on an as-and-when-required basis. CMHC does not guarantee that any successful Offeror under this Standing Offer will in fact be awarded a Call-up.

Upon being called up, any Offeror may accept or decline the proposed work.

Offeror selection for Call-ups against this SO will be on an "Offeror best suited for specific requirement based on qualifications/experience" basis.

Notwithstanding the above, CMHC reserves the right to Call-up Offerors randomly, at its discretion.

The Offeror will sign and remit the signed Call-up against Standing Offer Form to CMHC prior to the commencement of the work. The Call-up against Standing Offer, signed by both parties, constitutes written approval for the Offeror to begin the work.

1.12 Quantity

The quantity of any goods and level of services specified in the RFSO are only an approximation of requirements given in good faith. In submitting an offer to this RFSO, the Offeror acknowledges that any quantities provided are estimates only, and testifies to its ability to accommodate increases or decreases in workload as they occur.

2 SECTION 2 INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS REQUEST FOR STANDING OFFER

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Offeror about CMHC's offer submission requirements pertaining to this RFSO process.

Offerors are advised that CMHC has provided a Mandatory Compliance Checklist as Appendix C to the RFSO. The Checklist is provided for the benefit of Offerors prior to submission of their offers, to help them ensure that they have complied with all mandatory requirements. Non-compliance with a mandatory requirement will result in the offer being eliminated from further consideration.

2.2 Certificate of Submission Mandatory

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFSO. Offerors **must** submit a signed Certificate of Submission as part of their offer. Should an Offeror not include the signed Certificate of Submission, the Offeror will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline Mandatory

Timely and correct delivery of offers to the exact specified proposal delivery address is the sole responsibility of the Offeror. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror. CMHC will not assume or have transferred to it those responsibilities. All registered times will be in accordance with the time CMHC computer servers **receive** the offer, not the time the offer was sent by the Offerors.*

*** Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that Offerors submit their offer in multiple smaller files.**

It is recommended that the Offeror send an e-mail as soon as possible after the EBID offer has been sent, notifying the contact person named in Section 2.4 Inquiries, that an offer has been submitted to EBID, including the company name and e-mail address, with the date and time the offer was sent.

Upon receipt of offers, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that Offerors follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

*** Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Offerors should ensure that sufficient delivery time is allowed for offers to be received.**

Address for Delivery

Offers, including all supporting documentation, must be sent electronically to the following e-mail address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: Company Name; RFSO-000087, Writing Services

Offers may be submitted in MS Word or Adobe Acrobat PDF in English or in French.

NOTE: In certain e-mail programs the "Send" format may need to be specified as either "HTML" or "Plain Text." Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC.

Offer Opening and Verification Period

All EBID offers received on or before the closing date and time specified in this RFSO will be opened for evaluation purposes and verified by CMHC. If at that time, CMHC is unable to open an offer, the Offeror will be so advised and provided an opportunity to resubmit an openable version within 2 hours from notification.

Offer Submission Deadline

Mandatory

Your offer **must be received** at the exact location as specified above on or before the submission deadline set as:

2:00 p.m. EDT, on April 30, 2019

Offers arriving late will be automatically rejected, and the sender will be so notified by e-mail.

2.4 Inquiries

All questions regarding this RFSO must be sent by e-mail or facsimile to the following:

Tracy Rutherford
Procurement Officer
trutherf@cmhc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Offerors must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFSO. CMHC cannot guarantee a reply to inquiries received after the deadline for questions.

All written questions submitted which in the opinion of CMHC affect all Offerors will be answered by CMHC in writing and distributed to all Offerors by e-mail or GETS. All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFSO as a result of any inquiry or for any other reason, an addendum to this RFSO will be provided to each Offeror to whom CMHC has issued this RFSO by e-mail or GETS.

2.5 Communication

During offer evaluations, CMHC reserves the right to contact or meet with any individual Offeror in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant goods and/or services. An Offeror will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all Offerors for this purpose.

2.6 Offeror Contact

The Offeror shall name a person in their offer to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period Mandatory

It is a deemed condition of every offer that the terms of the response including all terms relating to pricing, shall remain valid and binding on the Offeror for the duration of the Standing Offer.

2.8 Changes to Offer

Changes to the submitted offer can be made, if required, provided they are received as an addendum to, or clarification of, a previously submitted offer, or as a complete new offer to cancel and supersede the earlier offer.

The addendum, clarification or new offer must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **"REVISION"** and received no later than the submission deadline. In addition, the revised offer must include a description of the degree to which the contents are in substitution for the earlier offer.

2.9 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFSO is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC

will have no liability of any kind to Offerors for losses or damages arising from any errors that may be found in the RFSO, regardless of how the errors are caused. Offerors remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFSO.

By submitting an offer, Offerors waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFSO process or any resulting Call-up, except insofar as they have proof of willful misconduct on the part of CMHC or its representatives. Offerors agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFSO or any resulting Call-up. This section is intended to be a complete waiver of the Offeror's right to claim damages subject to the limited exception noted above.

2.10 Verification of Offeror's Offer

The Offeror authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Offeror's offer.

2.11 Ownership of Offers

All offers and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those offers and materials.

The Offeror warrants that the Offeror possesses all rights necessary to satisfy this requirement. The Offeror hereby certifies that it has waived, or has obtained a waiver in favour of CMHC, all moral rights in the offer and related materials, and hereby assigns all rights in the offer and material, as provided for in the law of copyright. The Offeror agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the offer and material and the waiver of moral rights therein.

Offers and related materials will not be returned to Offerors. Offerors are not entitled to any compensation for any work related to, or materials supplied in the preparation of their offers.

All information regarding the terms and conditions, financial and/or technical aspects of the Offeror's offer, which, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**". Proprietary and confidential markings shall be included beside each item or at the top of each page containing information that the Offerors wishes to protect from disclosure.

CMHC will take steps to protect the Offerors' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to Offerors based on the inadvertent or unintentional disclosure of proprietary information.

Offerors are further advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the Offeror of the required disclosure prior to releasing the information.

2.12 Proprietary Information

Information about CMHC that is contained in this RFSO is to be considered “Proprietary Information” of CMHC. It is made available for the sole purpose of providing Offerors with sufficient information to prepare their offer to the RFSO. Except as provided herein, Offerors and other readers of this document may not make any other use of the Proprietary Information contained in the RFSO.

2.13 Corporation Identification

The Offeror agrees not to make any use whatsoever of CMHC’s name, logo or initials, including public advertisement, without the express written consent of CMHC.

2.14 Declaration with respect to Gratuities

In submitting its offer, the Offeror certifies that no representative for the Offeror has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a call-up or favourable treatment under a Call-up.

2.15 Conflict of Interest

The Offeror and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFSO process and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The Offeror shall then, upon direction of CMHC, take steps to eliminate the conflict or potential or perception that a conflict of interest exists.

The successful Standing Offer Holder (“SO Holder”) must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the SO Holder’s duties to that third party and the SO Holder’s duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the Offeror from consideration under the RFSO or terminate the Standing Offer and any outstanding Call-ups resulting from the SO. Upon such elimination or termination, CMHC shall have no further obligation of any nature or kind to the Offeror or SO Holder.

2.16 Declaration with respect to Bid Rigging and Collusion

In submitting its offer, the Offeror certifies that:

- (a) prices as submitted in its offer have been arrived at independently from those of any other Offeror;
- (b) the prices as submitted have not been knowingly disclosed by the Offeror, and will not knowingly be disclosed by the Offeror prior to the award of a Standing Offer, directly or indirectly, to any other Offeror or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, an offer, for the purpose of restricting competition.

2.17 Intellectual Property Rights

All information and materials produced under any Call-up resulting from this Standing Offer shall be the exclusive property of the Offeror and the Offeror shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Offeror hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any Call-up resulting from this Standing Offer world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Standing Offer.

2.18 Non-Disclosure of CMHC Information

Under this section, “CMHC Information” refers to any and all information of a confidential nature, including all personal information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of by CMHC in order to complete this RFSO process and to fulfill the requirements of any Call-up resulting from a SO. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the Offeror.

The Offeror understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Offeror agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the Offeror’s offer to this RFSO, or perform the work or services under any Call-up resulting from a SO.

The Offeror further acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times.

The Offeror shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic and physical means. Without limiting the generality of the foregoing,

the Offeror shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the Offeror without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Offeror shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Offeror also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in cooperation with CMHC, act in good faith to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

2.19 Costs Associated with the Preparation of Offers

No payment shall be made for costs incurred in the preparation or submission of an offer in response to this RFSO for any reason whatsoever. No payment shall be made for costs incurred before receipt of a signed Call-up form under any resultant SO.

3 SECTION 3 STATEMENT OF SERVICES TO BE COVERED UNDER THE STANDING OFFER

3.1 Overview of Section 3

This section of the RFSO is intended to provide Offerors with the information necessary to develop a qualifying offer. The Statement of Services is a complete description of the services to be supplied.

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that an offer must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Services are clearly identified in Section 4 - Offer Requirements.

The Mandatory Compliance Checklist is located at Appendix C.

3.3 Statement of Services

The statement of work comprises eight (8) streams of work. Offerors may respond to one or more streams but **must indicate clearly in their proposals the stream(s) to which they are responding**. Offerors who respond to more than one stream will be evaluated on each stream individually.

Stream	Description
1 Speech writing, English	Develop speeches for delivery to various audiences by Ministers, Members of Parliament and Senators, CMHC's President, Chair and senior executives.
2 Speech writing, French	as above
3 Writing, English	Develop information products such as set pieces, features, success stories, brochures, fact sheets, backgrounders, promotional/marketing material, employee communications, etc.
4 Writing, French	as above
5 Technical writing, English	Write case studies, fact sheets, Observer Online articles, summaries of research reports and other information products on technical subjects.
6 Technical writing, French	as above

7	Digital marketing copy, English	Write content for the web, social media, ads, video scripts etc., applying content optimization techniques and principles of digital writing (e.g., use of keywords, hyperlinks, navigation and plain language).
8	Digital marketing copy, French	as above

For any of the streams above, responsibilities of the Offeror apply as follows:

Format of deliverables	<ul style="list-style-type: none"> • Deliver drafts and final products electronically and/or in hard copy, as specified by CMHC. • Assignments may range in length from 50 to several thousand words.
Drafts and final content	<ul style="list-style-type: none"> • Research, write or re-write content as directed by CMHC. May include: <ul style="list-style-type: none"> • Compile graphs and charts. • Obtain permissions for CMHC to use graphics produced by third parties (where applicable). • Verify hyperlinks, etc. • Liaise with CMHC project authorities and subject experts, as required. • Re-write drafts as required to incorporate comments from CMHC, correct factual errors, etc. • Deliver drafts and final texts on an as-and-when-required basis, occasionally on short notice, as per direction from CMHC. • Ensure the final product reflects the direction provided by CMHC (e.g., word count, structure, style and tone).
CMHC focus	<ul style="list-style-type: none"> • Ensure content reflects relevant CMHC products, programs or services. • Direct content to the appropriate target audience, which may include the Canadian public, parliamentarians and policy makers, other levels of government, CMHC clients and partners (e.g., not-for-profit and co-op housing providers, financial institutions, mortgage brokers, investors) international audiences, CMHC employees, etc.
CMHC style requirements	<ul style="list-style-type: none"> • Ensure the final content reflects the following style guides (PDF copies of CMHC-specific guides will be provided to successful Offerors): <ul style="list-style-type: none"> English <ul style="list-style-type: none"> <i>The Canadian Style: A Guide to Writing and Editing</i> <i>The Canadian Oxford Dictionary</i> <i>Writing Style and Spelling Guide - May 2016</i> (CMHC) <i>Clear and Effective Communication - 9 Principles</i> (CMHC) French <ul style="list-style-type: none"> <i>Guide de rédaction - mai 2016</i> (SCHL) <i>Communication claire et efficace – 9 principes</i> (SCHL)

**Meetings
& Updates**

- Attend meetings by phone, Skype or teleconference, as requested by CMHC.
- Provide progress reports, as requested by CMHC.

Place of work

- Carry out all work at the Offerors' facilities.

4 SECTION 4 OFFER REQUIREMENTS

4.1 Overview of Section 4

Offers are to be organized and submitted in accordance with the instructions in this section. Offers should be organized into the following Response Item sections.

Response #	
4.2	Covering Letter
4.3	Table of Contents
4.4	Offeror's Qualifications
4.5	Response to Statement of Services
4.6	Work Samples
4.7	Financial Information
4.8	Pricing

Elaborate or unnecessarily voluminous offers are not desired. Offerors are encouraged to take care in completely answering questions and offer requirements and to avoid submitting extraneous materials that do not show how the Offeror is able to meet SO requirements.

Requirements for each Response Item are detailed below.

4.2 Covering Letter

A covering letter on the Offeror's letterhead shall be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the principals.
- (c) The stream(s) of work responded to in the submission.
- (d) The primary contact person with respect to this RFSO: the individual's name, address, contact numbers by phone and e-mail address.
- (e) The locations of primary and all other offices that would be servicing any Call-ups issued from this SO.

4.3 Table of Contents

The Offeror shall include a Table of Contents using the response item headings and numbering system identified in 4.1 of this section of the RFSO. The response should be paginated for easy referencing by the evaluation committee.

4.4 Offeror's Qualifications Mandatory

The Offeror's offer **must** include information about the Offeror's qualifications as follows:

- (a) A description of the firm and its services.

- (b) Résumés for all project personnel who would be assigned to the CMHC account. (If the offer includes more than one writer, indicate for which stream each writer is being proposed.)
- (c) References: A list of three (3) contracts, Standing Offers or work assignments of a similar size and scope which the Offeror currently holds or has held/completed over the past 24 months. For each contract, Standing Offer or work assignment, the following information is required: government department or company name and address, contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of services provided by the Offeror.

4.5 Response to Statement of Services **Mandatory**

In this section, the Offeror **must** provide detailed information relative to the specifications listed in Section 3, The Statement of Services to be covered under this Standing Offer. Specifically, this section of the offer must clearly identify the writer (or writers) being proposed for each stream of work and contain sufficient information to demonstrate that the proposed individual(s) is qualified, experienced and capable of providing the services described in Section 3, for the stream of work to which the offer responds.

4.6 Work Samples **Mandatory**

Offerors must provide three (3) work samples for each stream of work being responded to in their offer. (If the offer includes more than one writer, the writer responsible for each sample must be identified). Further details of work sample requirements for each stream are provided below:

- For *Stream 1 – English speech writing*, the Offeror must provide a brief description of each project (150 words or less per project), identifying the client, the speaker, the target audience, any significant challenge or sensitivities around the speech and the date of speech delivery. One writing sample should be a full speech of 10 to 20 minutes in length; the remaining two work samples should be shorter speeches or excerpts from long speeches. At least one of the work samples must be at the ministerial or senior corporate executive level.
- For *Stream 2 – French speech writing*, as above
- For *Stream 3 – Writing, English*, the Offeror must provide a brief description of each project (150 words or less per project), identifying the client, the type of product, the target audience, the approximate date of completion and other relevant details. Work samples should be no longer than two pages of single-spaced text or two pages in a published format. Excerpts from longer documents are acceptable. Offerors are encouraged to provide samples of more than one type of product identified in this stream (see Section 3) to demonstrate their capabilities in different areas of writing.

- For *Stream 4 – Writing, French*, as above

- For *Stream 5 – Technical writing, English*, the Offeror must provide a brief description of each project (150 words or less per project), identifying the client, the type of product, the target audience, the approximate date of completion and other relevant details. Work samples should be no longer than two pages of single-spaced text or two pages in a published format. Excerpts from longer documents are acceptable. Offerors are encouraged to provide samples of more than one type of product identified in this stream (see Section 3) to demonstrate their capabilities in different areas of writing.

- For *Stream 6 – Technical writing, French*, as above

- For *Stream 7 – Digital marketing copy, English*, Offerors must provide samples of one or more types of products identified in this stream (see Section 3) to demonstrate their capabilities in different areas of writing. The Offeror must provide a brief description of each project (150 words or less per project), identifying the client, the objective of the project, the type of product, the target audience, word count, the date of completion and other relevant details. Work samples should be submitted as follows:
 - Web copy samples should be no longer than two pages double-spaced if provided in a text-only format or single excerpts pages printed from a website. Please also provide the URL if content is still active (URL only will not be accepted).
 - Social media campaign samples can be submitted in a text-only format or in a format depicting final copy and creative treatment together.
 - Ad copy samples can be submitted in a text-only format or in a format depicting final copy and creative treatment together.
 - Video scripts can be submitted in a text-only format with supporting attachments.

- For *Stream 8 – Digital marketing copy, French*, as above

CMHC will consider only the first three work samples provided for each stream.

4.7 Financial Information

Mandatory

Credit Check

Sole proprietorships and partnerships **must** provide a statement contained within their offer giving written permission for CMHC to perform a credit check as required. This requirement can be satisfied by signing the Certificate of Submission (Appendix A).

4.8 Pricing

Mandatory

All prices and amounts of money in the offer are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

The Offeror **must** provide hourly rates for delivery of the services described in this RFSO. Information on rates should be submitted using the following format:

Work	Year 1 (Hourly Rate \$)	Year 2 (Hourly Rate \$)
Writing Services – Regular Rate		
Writing Services – Rush Rate*		

* Rush = first draft of writing product to be delivered in less than 24 hours.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate offers and qualify Standing Offer Holders. Receipt of a Standing Offer does NOT automatically mean that an Offeror will receive subsequent Call-ups.

CMHC reserves the right to accept or reject any or all offers in whole or in part.

CMHC shall conduct the RFSO process in a visibly fair manner and will treat all Offerors equitably. To this end, it has established objective RFSO standards and evaluation criteria which will be applied uniformly to all Offerors. Therefore, no Offeror shall have any cause of action against CMHC arising out of a failure to award a Standing Offer, the failure to evaluate any offer, or the methods by which an offer is qualified.

5.2 Limitation of Damages

The Offeror, by submitting an offer, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Offeror in preparing its offer for matters relating to the Standing Offer in respect of the SO process, and the Offeror, by submitting an offer, waives any claim for loss of profits if no SO is made with the Offeror.

5.3 Evaluation Table

The Evaluation Tables as provided in Appendix "B" lists all the criteria upon which each offer will be evaluated per stream. The criteria are based on the requirements as provided in this RFSO and are specific to each stream.

5.4 Evaluation Methodology

Each offer will be examined to determine substantial compliance with each mandatory requirement identified in this RFSO. An offer must substantially comply with all of the mandatory requirements in order to proceed in the evaluation process. An offer which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. An offer which meets all the mandatory requirements will be deemed substantially compliant and will proceed in the evaluation process.

Each substantially compliant offer shall be evaluated by an Evaluation Committee made up of qualified personnel. Each Committee member shall evaluate and numerically score each offer in accordance with the evaluation criteria as shown in the Evaluation Tables, Appendix "B".

An offer must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation.

CMHC reserves the right to limit the award of Standing Offers under any stream to a maximum of five (5) Offerors. These Offerors shall make up the short-list of Offerors granted Standing Offers.

5.5 Offeror Selection

Acceptance of an offer does not oblige CMHC to incorporate any or all of the accepted offers into a Standing Offer, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at satisfactory Standing Offers with one or more parties. CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate offer included in any Offeror's offer.

Without changing the intent of this RFSO or the qualifying Offerors' offer, CMHC will enter into discussions with the qualifying Offerors for the purpose of finalizing Standing Offers. If at any time CMHC decides that any qualified Offeror cannot satisfy CMHC's requirements, CMHC may terminate negotiations.

Announcement of the successful Offerors will be made to all Offerors following the notification of the Standing Offer Offerors.

6 SECTION 6: TERMS AND CONDITIONS OF STANDING OFFER AND ANY RESULTING CALL-UPS FROM THIS STANDING OFFER

6.1 Standing Offer

The attached Standing Offer and resulting Call-ups Terms and Conditions forms section 6.3 of this RFSO and will be a part of any Call-ups raised against this SO.

6.2 Mandatory Terms and Conditions

The terms and conditions, or sections of the Standing Offer Terms and Conditions that are labelled mandatory must be accepted by the Standing Offer Holder without alteration.

6.3 Standing Offer and Any Resulting Call-up Terms and Conditions

Article 1.0 - The Services

1.1 The Standing Offer Holder covenants and agrees to provide writing services on an 'as and when needed' basis. CMHC will issue a written call up to the Standing Offer Holder when CMHC requires the Standing Offer Holder's Services. Each call-up issued shall be subject to the terms and conditions of the Standing Offer. Upon the issue of a Call-up, the Standing Offer Holder shall provide the services as detailed in the Call-up and in accordance with the Statement of Goods and/or Services.

1.2 The Standing Offer Holder acknowledges that the Standing Offer does not guarantee that CMHC will issue a Call-up to the Standing Offer Holder and that Call-ups will be issued at the sole discretion of CMHC.

Article 2.0 - Term of the Standing Offer

2.1 The term of the Standing Offer Agreement shall be for a period of two (2) years commencing on **August 1, 2019** and ending on **July 31, 2021**. CMHC will have the right to refresh the Standing Offer by seeking new suppliers to submit offers on the first anniversary of the initiation of the Standing Offer.

2.2 Renewal

The Standing Offer may be renewed at CMHC's discretion for one additional, one (1) year term, not to exceed a cumulative total of three (3) years.

2.3 Notwithstanding Article 2.1 above, CMHC shall conduct an assessment of the Standing Offer Holder's work performed for past assignments and based on this assessment, at no less than sixty (60) days prior to the anniversary date of signing this Standing Offer, CMHC will advise the Standing Offer Holder in writing of their willingness to extend yearly or decision to terminate this Standing Offer.

2.4 Termination

CMHC may terminate a call-up against a Standing Offer for any reason with no penalty by giving thirty (30) days written notice, at any time during the Term.

Termination for Default of the Standing Offer Holder

CMHC may, by giving ten (10) days prior written notice to the Standing Offer Holder, terminate Call-up(s) without penalty or charge for any of the following reasons:

1. The Standing Offer Holder commits a material breach of its duties under the Call-up against a Standing Offer, unless the Standing Offer Holder cures such breach and indemnify CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within ten (10) calendar days of receipt of written notice of breach from CMHC;
2. The Standing Offer Holder commits numerous breaches of its duties under this Standing offer that collectively constitute a material breach;
3. There is a change in control of the Standing Offer Holder where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Standing Offer Holder are acquired, by any entity, or the Standing Offer Holder is merged with or into another entity to form a new entity, unless the Standing Offer Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Standing Offer.

CMHC's Obligation upon Termination

In the event that a notice of termination is given by CMHC, and subject to the deduction of any claim which CMHC may have against the Standing Offer Holder arising out of a Call-up against a Standing Offer or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, including any expensed travel costs in accordance with CMHC's Travel Policy, such value to be determined in accordance with the rate(s) specified in the Call-Up against the Standing Offer. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Standing Offer Holder, whichever is later. Upon such payment, CMHC shall have no further obligation or liability of any kind to the Standing Offer Holder.

Standing Offer Holder's obligations upon Termination

Upon termination of a Call-up against a Standing Offer or delivery of a notice of intent to terminate a Call-Up, the Standing Offer Holder shall promptly review all work in progress under the Call-up and forward it to CMHC.

The Standing Offer Holder shall provide to CMHC any reasonable termination assistance at the rate specified in the Call-Up against the Standing Offer, or if no rates are specified at the Standing Offer Holder's standard rates.

In the event that a notice of termination is given by the Standing Offer Holder, and subject to the deduction of any claim which the Standing Offer Holder may have against CMHC arising out of a Call-up against a Standing Offer, the Standing Offer Holder will be obliged to compensate CMHC for all damages suffered, including but not limited to expenses incurred, by CMHC as a result of the notice of termination.

Article 3.0 - Financial

3.1 Fixed Pricing

In consideration of the provision of the Services, as described in Article 1.0, CMHC agrees to pay the Standing Offer Holder an amount based on rates provided in response to Article 4.8 of this RFSO.

In the event that the RFSO is extended beyond the initial two (2) year term, rates will be based on the rates in effect on the Standing Offer renewal date.

3.2 Travel Costs. All travel costs will be included in the total contract value. The Standing Offer Holder is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement, unless otherwise agreed by CMHC. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Standing Offer Holder to perform the Work, that are reasonable and comparable to costs allowed under CMHC Travel Policy. In support of the travel costs included in the contract value, the Standing Offer Holder is required to complete this Estimate Form (or provide the information contained in the Estimate Form in another format) and provide it to the designated CMHC Representative for pre-approval. CMHC may, at its sole discretion, not reimburse the Standing Offer Holder for the travel costs where the Standing Offer Holder has not completed the Estimate Form and obtained a pre-approval. The Standing Offer Holder must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs.

3.3 The amount payable to the Standing Offer Holder by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Standing Offer Holder unless specifically agreed in writing by the Standing Offer Holder and CMHC.

3.4 Notwithstanding article 3.2 above, to the extent applicable and required to be collected, taxes shall be collected by the Standing Offer Holder and shown as a separate item on an invoice. Where the Standing Offer Holder is required to collect the GST/HST, the invoice issued by the Standing Offer Holder shall show the Standing Offer Holder's GST/HST number. Where the Standing Offer Holder is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Standing Offer Holder shall duly remit to the Canada Revenue

Agency or the appropriate provincial taxing authorities all taxes payable on the Goods and/or Services.

3.5 Invoicing

The Standing Offer Holder shall submit detailed invoices for work completed under a Call-up to CMHC during the Term. The Standing Offer Holder must allow 30 days from delivery of invoice for payment without interest charges. The Standing Offer Holder cannot invoice prior to performance of the service under a Call-up. All invoices, notices and requests for payment must make reference to this Standing Offer by quoting **CMHC file number RFX000087** and be forwarded to the CMHC representative designated in the Standing Offer.

Before advancing any amount to the Standing Offer Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services were performed in accordance with the this Standing Offer and resulting Call-Up. In the event that the Services do not meet the standards set out in this Standing Offer and resulting Call-Up, CMHC may take such action as reasonably necessary to correct the Standing Offer Holder's default, including, without limitation, the following:

- (a) Directing the Standing Offer Holder to redo the work that was not completed in accordance with this Standing Offer and resulting Call-Up;
- (b) Withholding payment;
- (c) Setting off any expenses incurred by CMHC in remedying the default of Standing Offer Holder against payment for payment due to the Standing Offer Holder;
- (d) Terminating the Standing Offer and/or Call-Up for default.

3.6 Method of Payment

All payments due under the Standing Offer and resulting Call-Up will be made by means of Electronic Funds Transfer ("EFT"). The Standing Offer Holder is responsible for providing CMHC with all the information set out in section 3.6 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Standing Offer Holder agrees to accept payment by cheque or another mutually agreeable method of payment.

3.7 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown corporation, CMHC is obliged under the *Income Tax Act* and Regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers, including the Standing Offer Holder's social insurance number and/or corporate identification number, in order to

allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Standing Offer Holder is required to complete and sign a Supplier - Direct Deposit and Tax Information Form prior to commencement of a Call-up. Throughout a Call-up, the Standing Offer Holder is required to ensure that the information provided remains accurate and up to date. The Standing Offer Holder assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.8 Audit

The Standing Offer Holder shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any renewals thereof. The Standing Offer Holder agrees to allow the Corporation's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Standing Offer Holder agrees to provide CMHC's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice, however CMHC agrees to cooperate with the Standing Offer Holder in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced under any Call-up resulting from this Standing Offer will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Standing Offer Holder warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright. Upon the material coming into existence, the Standing Offer Holder hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

Nothing in this Standing Offer is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

4.2 Confidentiality and Non-Disclosure of CMHC Information

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality

of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Standing Offer Holder.

The Standing Offer Holder understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Standing Offer and resulting Call-Up, unless otherwise specifically agreed to in writing by CMHC. The Standing Offer Holder further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Standing Offer.

In the event that a breach of confidentiality occurs, the Standing Offer Holder will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

Where the Services are sensitive in nature, CMHC may require that the Standing Offer Holder provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Standing Offer Holder further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Standing Offer Holder in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Standing Offer Holder immediately following the termination of this Standing Offer. For documents not returned to CMHC, the Standing Offer Holder shall provide specific proof under oath of their destruction.

The Standing Offer Holder shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information, whether in electronic format or in hard copy, from other information by physical or electronic means. Without limiting the generality of the foregoing, the Standing Offer Holder shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Standing Offer Holder or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, or other competent authority, the Standing Offer Holder shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Standing Offer Holder also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable

steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.3 Standing Offer Holder's Indemnification

The Standing Offer Holder agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Standing Offer Holder related to the provision of Goods and/or performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Standing Offer Holder. The Standing Offer Holder shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Standing Offer Holder.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

4.4 Independent Standing Offer Holder

The Standing Offer Holder shall act as an independent Standing Offer Holder for the purposes of this Standing Offer. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Standing Offer Holder agrees to so advise its employees, officers, agents and contractors. Without limiting the generality of the foregoing, the Standing Offer Holder shall retain complete control of and accountability for its employees, officers, agents and contractors. The Standing Offer Holder shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Standing Offer Holder shall, at all times, and for all purposes, remain solely in the employment of the Standing Offer Holder.

4.5 Standing Offer Holder's Authority

The Standing Offer Holder agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

4.6 Corporation Identification

The Standing Offer Holder will make no use whatsoever of CMHC's name, logo or the marks without the express written consent of CMHC.

4.7 Conflict of Interest

MANDATORY

The Standing Offer Holder and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term of this Standing Offer and any resulting Call-up against this Standing Offer and shall declare any real, potential or apparent conflict of interest to CMHC upon becoming aware of the conflict. The Standing Offer Holder shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The Standing Offer Holder must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Standing Offer Holder's duties to that third party and the Standing Offer Holder's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Standing Offer and any Call-up against this Standing Offer. All work products that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Standing Offer Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Standing Offer Holder's obligations under the Call-up. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Standing Offer Holder.

Any public office or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Call-up which may arise from this Standing Offer.

4.8 No Limitation

No specific remedy expressed in this Standing Offer is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any Standing Offer or otherwise in law.

4.9 Non-Compliance or Default by Standing Offer Holder

If the Standing Offer Holder fails to comply with a direction or decision of CMHC properly given under the terms of this Standing Offer and any resulting Call-up, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another standing offer holder and withholding of payment due or accrued due to the Standing Offer Holder for Services rendered pursuant to this Standing Offer

and any resulting Call-up which moneys may be set off by CMHC against any expenses it may incur in remedying a default or failures as described above.

4.10 Force Majeure

In the event that the Standing Offer Holder is prevented from fulfilling its obligations under the terms of this Standing Offer and resulting Call-up by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Standing Offer Holder shall notify CMHC in writing, as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Standing Offer Holder has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Standing Offer Holder will not be able to fulfil its obligations under any Call-up against this Standing Offer, CMHC may secure the Services of other standing offer holders to perform the Services without further compensation or obligation to the Standing Offer Holder.

4.11 Non-Waiver

Failure by the Standing Offer Holder to assert any of its rights under the Standing Offer and/or resulting Call-up shall not be construed as a waiver thereof.

4.12 Compliance with Laws

The Standing Offer and any resulting Call-up shall be governed by and construed in accordance with the laws of Canada as applicable. The Standing Offer Holder attorns to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances.

The Standing Offer Holder shall give all notices and obtain all licenses, permits and authorizations required to perform the Services under a Call-up against this Standing Offer.

4.13 Access to CMHC Property

This Standing Offer does not provide automatic access to CMHC premises. In a resulting Call-up, CMHC may agree to permit access by the Standing Offer Holder's employees onto CMHC premises for the purpose of fulfilling its obligations under this Standing Offer and any resulting Call-up. However, CMHC reserves the right to refuse entry of Standing Offer Holder's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.14 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. The Standing Offer Holder has to comply with all directions given by CMHC in writing with respect to the foregoing. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the price specified in the Call-up against the Standing Offer shall be adjusted accordingly, provided that the Standing Offer Holder shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.15 Extras

Except as otherwise stated in this Standing Offer, CMHC shall not pay for extras unless such extras and related cost have been authorized in writing by CMHC.

4.16 Assignment of the Standing Offer

This Standing Offer shall not be assigned in whole or in part by the Standing Offer Holder without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Standing Offer Holder may engage other entities to assist with the Standing Offer Holder in providing certain of the services contemplated in a Call-up against a Standing Offer provided the Standing Offer Holder shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of this Standing Offer shall relieve the Standing Offer Holder from any obligation under this Standing Offer or any resulting Call-up or impose any liability upon CMHC.

4.17 Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Standing Offer Holder may be suspended or modified. Where the Standing Offer Holder provides satisfactory evidence to CMHC that the Standing Offer Holder will continue to incur monetary obligations to others directly as a result of its undertakings under this Standing Offer and is unable to mitigate its losses due to such obligations, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.18 Severability

If any part of this Standing Offer and resulting Call-up is determined to be unenforceable by a competent authority, it may be severed from the Standing Offer and resulting Call-up so as to preserve the intentions of the Parties to the extent possible.

4.19 Scope of Standing Offer

This Standing Offer contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out in the RFSO and in the Standing Offer Holder's response to the RFSO or herein attached as Specifications, Conditions and Addendum. In case of conflicts between the Standing Offer Holder's documents and CMHC's documents, the latter shall govern.

4.20 Binding

This Standing Offer and any resulting Call-up shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

Article 5.0 - Standing Offer Administration

5.1 Standing Offer Administrator

Each Party shall assign a Standing Offer administrator that will be responsible for overseeing this Standing Offer. The individuals named in section 5.2 are the initial Standing Offer administrator(s).

The Parties shall notify the other in writing in the event that the Standing Offer administrator is changed. CMHC will notify the Standing Offer Holder in writing of the names of any CMHC representatives who are authorized to assign responsibilities and approve payments with respect to the Goods and/or Services contemplated in this Standing Offer and any resulting Call-up.

IN WITNESS WHEREOF this Offer has been signed by the duly authorized signing officers of the Standing Offer Holder. By submitting a response to the Request for Standing Offer, the Offeror agrees to the Terms & Conditions contained herein.

SECTION 7: APPENDICES

Appendix A: Certification of Submission Mandatory

Company Name

Procurement Business Number (PBN)

_____ hereby:

1. offers to provide services and/or goods to CMHC, as described in this Offer, on an if, as and when required basis, all in accordance with the Request for Standing Offers;
2. offers the terms as set out in this Offer, including any financial quotations, for the duration of the Standing Offer;
3. certifies that, at the time of submitting this offer, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
4. represents and warrants that in submitting the Offer or performing the Call-up under the Standing Offer, there is no actual or perceived conflict of interest; or identifies the following conflict of interest:
5. represents and warrants that in preparing the Offer, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFSO that was not made available to other Offerors;
6. certifies that this Offer was independently arrived at, without collusion;
7. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a call-up under the Standing Offer or favourable treatment under a Call-up from a Standing Offer;
8. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Offer;
9. certifies, unless explicitly outlined in the Offer, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Goods and/or Services;
10. agrees to comply with all of the terms and conditions outlined in the Standing Offer in an unaltered form for any subsequent Call-up.
11. agrees that, in the event of acceptance of this Offer, it will enter into a Standing Offer in accordance with the RFSO, and, upon entry into a call-up under a Standing Offer with CMHC, it will commit to providing the full scope of services identified in the call-up and in accordance with the Standing Offer.
12. understands that submitting an Offer may not result in the award of a Standing Offer or any Call-up.
13. agrees that, all the materials produced under the terms of this RFSO shall be the exclusive property of CMHC, that CMHC shall have copyright therein; and will not reimburse the Offeror for costs associated with the work, travel or documents produced in response to this RFSO;
14. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFSO, at the request of CMHC will comply with security screening as deemed appropriate;
15. authorizes CMHC to perform a credit check and/or financial evaluation, as required.

Signed this _____ day of _____ 2019 at _____, Canada.
Corporations are not required to provide a corporate seal.

Corporation/Individual:

Signature of Signing Authority Name & Title of Signing Authority

Declaration: I have the authority to bind the company.

Appendix B:

Evaluation Table A for Stream(s): 1 (English speech writing) and 2 (French speech writing)

Evaluation Table B for Stream(s): 3 (English writing other products), 4 (French writing other products), and 5 (Technical Writing).

Evaluation Table C for Stream(s): 6 (Digital marketing copy for corporate/government)

Evaluation Table A: Streams 1 (English speech writing) and 2 (French speech writing)				
EVALUATION CRITERIA	A WEIGHT 100 Total	B POINTS 1 to 5	C UPSET SCORE (Set as 3/5)	D SCORE A x B
Offeror's Qualifications and Experience (4.4)	15		45	
Description of firm and services <ul style="list-style-type: none"> • minimal detail provided on firm and the services provided as they relate to the stream of services to which the submission relates = 1 point • some detail provided on firm and the services provided as they relate to the stream of services to which the submission relates = 2 points • reasonable detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 3 points • good level of detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 4 points • complete and extensive level of detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 5 points 	5		15	

<p>Résumés</p> <ul style="list-style-type: none"> • resumes of personnel with 1 year of writing experience related to the stream of services to which the submission relates = 1 point • resumes of personnel with 2 years of writing experience related to the stream of services to which the submission relates = 2 points • resumes of personnel with 3 to 5 years of writing experience related to the stream of services to which the submission relates = 3 points • resumes of personnel with 6 to 10 years of writing experience related to the stream of services to which the submission relates = 4 points • resumes of personnel with 10-plus years of writing experience related to the stream of services to which the submission relates = 5 points 	5		15	
<p>References</p> <ul style="list-style-type: none"> • 3 references provided (all related to the stream of service) = 1 point <p>Education</p> <ul style="list-style-type: none"> • Under-graduate degree or college diploma = 3 points • Post-graduate degree = 4 points 	5		15	

Response to the Statement Services (4.5)	25		75	
<p>Years of experience</p> <ul style="list-style-type: none"> • Firms/personnel with 1 year of writing experience related to the stream of services to which the submission relates = 1 point • Firms/personnel with 2 years of writing experience related to the stream of services to which the submission relates = 2 points • Firms/personnel with 3 to 5 years of writing experience related to the stream of services to which the submission relates = 3 points • Firms/personnel with 6 to 10 years of writing experience related to the stream of services to which the submission relates = 4 points • Firms/personnel with 10-plus years of writing experience related to the stream of services to which the submission relates = 5 points 	5		15	
<p>Range of experience</p> <ul style="list-style-type: none"> • 2 or fewer clients identified = 1 point • 3 to 4 clients identified = 2 points • 5 to 7 clients identified = 3 points • 7 to 10 clients identified = 4 points • More than 10 clients identified = 5 points 	5		15	
<p>Experience writing speeches for Ministers / Executives</p> <ul style="list-style-type: none"> • no Ministers or senior executives identified = 1 point • 1 to 2 Ministers or senior executives = 2 point • 3 to 5 Ministers or senior executives identified = 3 points • 6 to 9 Ministers or senior executives identified = 4 points • 10 or more Ministers or senior executives identified = 5 points 	5		15	

<p>Experience writing for various audiences</p> <ul style="list-style-type: none"> • 2 or fewer target audiences identified = 1 point • 3 to 5 target audiences identified = 3 points • 6 or more target audiences identified = 5 points 	5		15	
<p>Experience writing about housing or housing finance</p> <ul style="list-style-type: none"> • No experience writing about housing or housing finance = 1 point • Minimal experience writing about housing or housing finance = 2 points • Reasonable experience writing about housing or housing finance = 3 points • Good experience writing about housing or housing finance = 4 points • Extensive experience writing about housing or housing finance = 5 points 	5		15	
Work Samples (4.6)	40		120	
<p>Overall quality of work samples</p> <p>Work samples will be evaluated based on clarity, creativity, spelling, grammar, use of plain language (in non-technical documents), style consistency and other relevant indicators.</p> <ul style="list-style-type: none"> • work samples deemed to be poor quality = 1 point • work samples deemed to be of satisfactory quality = 2 points • work samples deemed to be of good quality = 3 points • work samples deemed to be of very good quality = 4 points • work samples deemed to be of superior quality = 5 points 	30		90	

<p>Samples match CMHC requirements</p> <ul style="list-style-type: none"> • samples do not reflect requirements in statement of work = 1 points • one sample reflects requirements in statement of work = 2 points • two samples reflect requirements in statement of work = 3 points • all samples reflect requirements in statement of work = 4 points • all samples reflect requirements in statement of work and at least one sample is housing or housing finance related = 5 points 	10		30	
Pricing (4.8)	20		n/a	
<p>The proponent submitting the lowest price proposal (for regular hourly rates) will receive the maximum 5 points on the standard CMHC evaluation scale of 1 to 5. Other proponents will receive a prorated score out of 5 based on the relative proportion of their price to the lowest price submitted.</p>				
TOTALS	100			

Evaluation Table B: Streams 3 (Writing, English), 4 (Writing, French), 5 (Technical writing, English) and 6 (Technical writing, French).				
EVALUATION CRITERIA	A WEIGHT 100 Total	B POINTS 1 to 5	C UPSET SCORE (Set as 3/5)	D SCORE A x B
Offeror's Qualifications and Experience (4.4)	15		45	
Description of firm and services <ul style="list-style-type: none"> • minimal detail provided on firm and the services provided as they relate to the stream of services to which the submission relates = 1 point • some detail provided on firm and the services provided as they relate to the stream of services to which the submission relates = 2 points • reasonable detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 3 points • good level of detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 4 points • complete and extensive level of detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 5 points 	5		15	

<p>Résumés</p> <ul style="list-style-type: none"> • resumes of personnel with 1 year of writing experience related to the stream of services to which the submission relates = 1 point • resumes of personnel with 2 years of writing experience related to the stream of services to which the submission relates = 2 points • resumes of personnel with 3 to 5 years of writing experience related to the stream of services to which the submission relates = 3 points • resumes of personnel with 6 to 10 years of writing experience related to the stream of services to which the submission relates = 4 points • resumes of personnel with 10-plus years of writing experience related to the stream of services to which the submission relates = 5 points 	5		15	
<p>References</p> <ul style="list-style-type: none"> • 3 references provided (all related to the stream of service) = 1 point <p>Education</p> <ul style="list-style-type: none"> • Under-graduate degree or college diploma = 3 points • Post-graduate degree = 4 points 	5		15	

Response to the Statement Services (4.5)	25		75	
<p>Years of experience</p> <ul style="list-style-type: none"> • Firms/personnel with 1 year of writing experience related to the stream of services to which the submission relates = 1 point • Firms/personnel with 2 years of writing experience related to the stream of services to which the submission relates = 2 points • Firms/personnel with 3 to 5 years of writing experience related to the stream of services to which the submission relates = 3 points • Firms/personnel with 6 to 10 years of writing experience related to the stream of services to which the submission relates = 4 points • Firms/personnel with 10-plus years of writing experience related to the stream of services to which the submission relates = 5 points 	5		15	
<p>Range of experience</p> <ul style="list-style-type: none"> • 2 or fewer clients identified = 1 point • 3 to 4 clients identified = 2 points • 5 to 7 clients identified = 3 points • 7 to 10 clients identified = 4 points • More than 10 clients identified = 5 points 	5		15	
<p>Experience writing different products</p> <ul style="list-style-type: none"> • 2 or fewer products identified = 1 point • 3 to 5 products identified = 3 points • 6 or more products = 5 points 	5		15	
<p>Experience writing for various audiences</p> <ul style="list-style-type: none"> • 2 or fewer target audiences identified = 1 point • 3 to 5 target audiences identified = 3 points • 6 or more target audiences identified = 5 points 	5		15	

<p>Experience writing about housing or housing finance</p> <ul style="list-style-type: none"> • No experience writing about housing or housing finance = 1 point • Minimal experience writing about housing or housing finance = 2 points • Reasonable experience writing about housing or housing finance = 3 points • Good experience writing about housing or housing finance = 4 points • Extensive experience writing about housing or housing finance = 5 points 	5		15	
Work Samples (4.6)	40		120	
<p>Overall quality of work samples</p> <p>Work samples will be evaluated based on clarity, creativity, spelling, grammar, use of plain language (in non-technical documents), style consistency and other relevant indicators.</p> <ul style="list-style-type: none"> • work samples deemed to be poor quality = 1 point • work samples deemed to be of satisfactory quality = 2 points • work samples deemed to be of good quality = 3 points • work samples deemed to be of very good quality = 4 points • work samples deemed to be of superior quality = 5 points 	30		90	
<p>Samples match CMHC requirements</p> <ul style="list-style-type: none"> • samples do not reflect requirements in statement of work = 1 points • one sample reflects requirements in statement of work = 2 points • two samples reflect requirements in statement of work = 3 points • all samples reflect requirements in statement of work = 4 points • all samples reflect requirements in statement of work and at least one sample is housing or housing finance related = 5 points 	10		30	

Pricing (4.8)	20		n/a	
The proponent submitting the lowest price proposal (for regular hourly rates) will receive the maximum 5 points on the standard CMHC evaluation scale of 1 to 5. Other proponents will receive a prorated score out of 5 based on the relative proportion of their price to the lowest price submitted.				
TOTALS	100			

Evaluation Table C: Streams 7 (Digital marketing copy, English) and 8 (Digital marketing copy, French)				
EVALUATION CRITERIA	A WEIGHT 100 Total	B POINTS 1 to 5	C UPSET SCORE (Set as 3/5)	D SCORE A x B
Offeror's Qualifications and Experience (4.4)	15		45	
Description of firm and services <ul style="list-style-type: none"> • minimal detail provided on firm and the services provided as they relate to the stream of services to which the submission relates = 1 point • some detail provided on firm and the services provided as they relate to the stream of services to which the submission relates = 2 points • reasonable detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 3 points • good level of detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 4 points • complete and extensive level of detail provided on the firm and the services provided as they relate to the stream of services to which the submission relates = 5 points 	5		15	

<p>Résumés</p> <ul style="list-style-type: none"> • resumes of personnel with 1 year of writing experience related to the stream of services to which the submission relates = 1 point • resumes of personnel with 2 years of writing experience related to the stream of services to which the submission relates = 2 points • resumes of personnel with 3 to 5 years of writing experience related to the stream of services to which the submission relates = 3 points • resumes of personnel with 6 to 10 years of writing experience related to the stream of services to which the submission relates = 4 points • resumes of personnel with 10-plus years of writing experience related to the stream of services to which the submission relates = 5 points 	5		15	
<p>References</p> <ul style="list-style-type: none"> • 3 references provided (all related to the stream of service) = 1 point <p>Education</p> <ul style="list-style-type: none"> • Under-graduate degree or college diploma = 3 points • Post-graduate degree = 4 points 	5		15	

Response to the Statement of Services (4.5)	25		75	
<p>Years of experience</p> <ul style="list-style-type: none"> • Firms/personnel with 1 year of writing experience related to the stream of services to which the submission relates = 1 point • Firms/personnel with 2 years of writing experience related to the stream of services to which the submission relates = 2 points • Firms/personnel with 3 to 5 years of writing experience related to the stream of services to which the submission relates = 3 points • Firms/personnel with 6 to 10 years of writing experience related to the stream of services to which the submission relates = 4 points • Firms/personnel with 10-plus years of writing experience related to the stream of services to which the submission relates = 5 points 	5		15	
<p>Range of experience</p> <ul style="list-style-type: none"> • 2 or fewer clients identified = 1 point • 3 to 4 clients identified = 2 points • 5 to 7 clients identified = 3 points • 7 to 10 clients identified = 4 points • More than 10 clients identified = 5 points 	5		15	
<p>Experience writing digital products</p> <ul style="list-style-type: none"> • 2 or fewer products identified = 1 point • 3 to 5 products identified = 3 points • 6 or more products = 5 points 	5		15	
<p>Experience writing for various audiences</p> <ul style="list-style-type: none"> • 2 or fewer target audiences identified = 1 point • 3 to 5 target audiences identified = 3 points • 6 or more target audiences identified = 5 points 	5		15	

<p>Corporate/government digital writing experience, including visible experience applying common digital writing principles</p> <ul style="list-style-type: none"> • No corporate/government digital writing experience = 1 point • Minimal corporate/government digital writing experience = 2 points • Reasonable corporate/government digital writing experience = 3 points • Good corporate/government digital writing experience = 4 points • Extensive corporate/government digital writing experience = 5 points 	5		15	
Work Samples (4.6)	40		120	
<p>Overall quality of work samples</p> <p>Work samples will be evaluated based on clarity, creativity, spelling, grammar, use of plain language (in non-technical documents), style consistency and application of common digital writing principles.</p> <ul style="list-style-type: none"> • work samples deemed to be poor quality = 1 point • work samples deemed to be of satisfactory quality = 2 points • work samples deemed to be of good quality = 3 points • work samples deemed to be of very good quality = 4 points • work samples deemed to be of superior quality = 5 points 	30		90	

<p>Samples match CMHC requirements</p> <ul style="list-style-type: none"> • samples do not reflect requirements in statement of work = 1 points • one sample reflects requirements in statement of work = 2 points • two samples reflect requirements in statement of work = 3 points • all samples reflect requirements in statement of work = 4 points • all samples reflect requirements in statement of work and at least one sample is housing related = 5 points 	10		30	
Pricing (4.8)	20		n/a	
<p>The proponent submitting the lowest price proposal (for regular hourly rates) will receive the maximum 5 points on the standard CMHC evaluation scale of 1 to 5. Other proponents will receive a prorated score out of 5 based on the relative proportion of their price to the lowest price submitted.</p>				
TOTALS	100			

Appendix C: Mandatory Compliance Checklist

- Delivery Instructions and Deadline Section 2.3
- Offering Period Section 2.7
- Offeror's Qualifications Section 4.4
- Response to Statement of Services Section 4.5
- Work Samples Section 4.6
- Credit Check Section 4.7
- Pricing Section 4.8
- Certificate of Submission Appendix A