



# NOTICE OF PLANNED PROCUREMENT (NPP)

## FOR CMHC's LINGUISTIC SERVICES OPERATING MODEL (LSOM)

**Date issued:**  
April 25, 2019

**Solicitation File Number:**  
NPP-000079

**Solicitation Closes:**  
May 06, 2019 at 11:00 am Ottawa local time

**Inquiries:**

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## 1. INTRODUCTION

Canada Mortgage and Housing Corporation (CMHC) is Canada's national housing agency. At CMHC, we are driven by our belief that everyone in Canada should have a roof over their head, and that a world-leading housing system can be the cornerstone of a thriving and inclusive society.

We work with community organizations, the private sector, non-profit agencies and all levels of government to contribute to the stability of the financial system, facilitate access for Canadians in housing need, and offer objective housing research and advice to governments, individuals and the housing industry.

We are a Crown Corporation and we report to Parliament through the Minister of Families, Children and Social Development.

Our 2,000 employees work in locations across Canada and our impact is felt across the housing system.

A comprehensive Company profile of CMHC can be found at [www.cmhc-schl.gc.ca](http://www.cmhc-schl.gc.ca)

## 2. DEFINITIONS

CMHC	Canada Mortgage and Housing Corporation
Industry	Potential vendors and/or companies with expertise in managing linguistic services more specifically a translation environment
LSOM	Linguistic Services Operating Model
NPP	Notice of Planned Procurement
Proponent	Potential vendors submitting a response to a RFP
Respondent	Potential vendors submitting a response to the NPP
RFI	Request for Information
RFP	Request for Proposal
Technology Requirements	Provision of a technology solution

## 3. BACKGROUND

On February 26, 2019 CMHC publicly posted the Request for Information, RFI-000079, to notify Industry of CMHC's intent to seek proposals under an upcoming competitive procurement process, a RFP, and to seek information from the Industry on its ability to support CMHC's new linguistic services operating model (LSOM). The RFI provided information of CMHC's current LSOM and also sought information and feedback from Industry on their interest, capacity and ability and solutions on how best to standardize, streamline and automate workflow and the management for linguistic services.

The information provided by the Industry aids CMHC in its development of options for its future LSOM and Respondents' solutions explored will support CMHC's ability to improve operational efficiencies and to provide even greater value to Canada and Canadians.

## 4. OBJECTIVE

The objective of this NPP is to identify Proponents who meet the mandatory requirements of a subsequent RFP which will be issued directly to those qualified Proponents. CMHC may select one (1) or multiple Proponents from a subsequent RFP, depending on the chosen LSOM.

The contract(s) awarded resulting from a subsequent RFP process will be on a non-exclusive basis. CMHC reserves the right to award this business in part or in whole at its sole discretion as a result of this process or to cancel all or part of this selection process at any time.

## 5. TECHNICAL REQUIREMENTS

CMHC has developed the initial direction of the RFP scope and the technical requirements as outlined below. Proponent(s) may choose the option they wish to submit a proposal for during a subsequent RFP process and either submit a proposal to Option 1 or Option 2 or both.

### **LSOM – Option 1: Managed services solution by one (1) provider**

This option includes the provision of the Technology Requirements and Translation Requirements by one (1) Proponent.

### **LSOM – Option 2: Managed services solution shared through multiple providers**

This option includes the provision of the Technology Requirements and Translation Requirements by multiple Proponents. For example, CMHC may select one (1) Proponent to provide the Technology Requirements and/or Translation Requirements may be awarded to multiple Proponents.

**Technology Requirements;** mean services may include the provision of a technology platform to manage linguistic services requests and resulting workflows effectively and efficiently and machine translation software and a terminology database. Further described in section 5.2 below.

**Translation Requirements;** mean services may include translation from Canadian English to Canadian French (Stream 1) and Canadian French to Canadian English (Stream 2), with the possibility of English or French translations to other languages on an as-and-when-required basis. Further described in section 5.3 below.

### **5.1 Requirements applicable to Technology and/or Translation Requirements:**

#### **CMHC Knowledge and Employee Retention**

The direction of CMHC's new LSOM is limiting translations performed in-house and transferring work and/or part of the work and/or employees to selected Proponent(s).

#### **Deliverables and Timeline**

It is CMHC's intend to finalize ensuing agreements in August 2019 with Work and/or the transition period to commence in September 2019.

#### **Compliance to Acts and Standards**

The successful proponent(s) must be compliant with the following federal legislation, policies and standards:

- Official Languages Act;
- The Privacy Act;
- Personal Information Protection and Electronic Documents Act (PIPEDA); and
- Management of Information Technology Security (MITS) standards.

#### **CMHC Data**

All CMHC data must reside in Canada.

#### **Other Related Services**

Selected Proponent(s) may be asked to provide other related services on an as-and-when-required basis of which the details will be defined in a separate estimate during the term of the ensuing agreement.

### **5.2 Technology Requirements:**

Services include the provision of a technology platform to manage linguistic services requests and resulting workflows effectively and efficiently, machine translation and a terminology database.

CMHC currently uses LinguaNotes on Lotus Notes to manage all linguistic services requests. Lotus Notes will be phased out in 2019, timed to our move to a new LSOM. CMHC currently uses LogiTerm for its corpus that could be used for machine translation and its terminology database which is also linked to the corpus. Proponents may provide a solution to integrating with Logiterm and/or propose an alternative.

Services also to include the hosting (infrastructure and maintenance) of all linguistic service technology platforms by the Proponent. This includes the corpus solution whether LogiTerm or a proposed alternative. Services also include providing interfaces to CMHC systems as well as other service providers who must access the corpus.

#### **Proponents' platform requirements:**

- An intake portal accessed by Linguistic Services, CMHC employees (approx. 2,000), and external linguistics service providers if applicable;
- Real-time workflow management;
- Real-time workload management;
- Corpus and Terminology management;
- Computer Aided Translation (CAT) tools;
- Quality Assurance tools;
- Analytics, Reporting and Auditing;
- Financial management interoperability;
- Security management;
- Scalability management; and
- Document management.

#### **Application Program Interface (API)**

Whether the new LSOM will include a replacement of LogiTerm with the Proponent's proposed alternative or whether LogiTerm remains, CMHC is expecting that the Proponent will be responsible for configuring and maintaining interfacing between the request system, corpus solution, and machine learning components.

### **5.3 Translation Requirements:**

Services include translation from Canadian English to Canadian French (Stream 1) and Canadian French to Canadian English (Stream 2), with the possibility of English or French translations to other languages on an as-and-when-required basis.

Translation, concordance check and proofreading services: the potential of approximately 45,000 words per day in Canadian French and Canadian English. Government of Canada secret security classification required for some documents.

In order to provide the translation services, the Proponent shall be able to use all of the applications listed below:

- Operating system: Microsoft Windows 10, complete with Microsoft Office suite of products, which includes Microsoft Word, Microsoft Excel and Microsoft PowerPoint;
- WinZip;
- Acrobat DC; and
- Internet Explorer.

#### **Stream 1: Translation services from Canadian English to Canadian French**

Translation, revision, concordance check (English to French) and proofreading (French); potential volume of work of seven (7) million of words per year to be performed on an 'as requested' basis in fields including but not limited to: general administration, human resources, finance, accounting, risk management, housing market analysis and economics, mortgage loan insurance, building and technical standards, housing and real estate, securitization and legal.

## **Stream 2: Translation services from Canadian French to Canadian English**

Translation, revision, concordance check (French to English) and proofreading (English); potential volume of work of three (3) million words per year to be performed on an 'as requested' basis in fields including but not limited to: general administration, human resources, finance, accounting, risk management, housing market analysis and economics, mortgage loan insurance, building and technical standards, housing and real estate, securitization and legal.

### **Resource(s) qualifications for Streams 1 and 2:**

- a. Minimum a Bachelor's Degree in Translation or a related field;
- b. An additional degree in a field related to CMHC's activities would be an asset, such as finance, accounting, market analysis and economics and law;
- c. Membership in good standing to a translators' association (ATIO, OTTIAQ, etc.) would be an asset;
- d. Minimum of 7 years of experience as a translator;
- e. Minimum of 5 years as a revisor; and
- f. Experience in fields related to CMHC's activities such as finance, accounting, risk management, housing market analysis and economics, mortgage loan insurance, building and technical standards, housing and real estate, securitization and legal.

## **6. MANDATORY REQUIREMENTS**

Respondents wishing to participate in a RFP process must meet the following mandatory requirements:

The Proponent(s)

- Must be able to comply with CMHC data to reside in Canada at all times.
- Must be able to handle highly sensitive documents which may require Government of Canada secret security clearance.
- Must be an established entity for a minimum of seven (7) years.
- Must be compliant with Acts and Standards outlined under section 5.1 above
- Must have staff in place to support CMHC's potential daily translation demands with the ability to work weekends and evenings.
- Must be able to provide translation services (Translation Requirements) in Canada's both official languages English and French.
- Must be able to provide a platform and/or portal (Technology Requirements) in English and French.

## **7. PROCUREMENT PROCESS**

By this open NPP CMHC is seeking technically experienced, capable and financially stable companies to submit their interest in responding to a subsequent RFP for the provisions of the above mentioned requirements.

Respondents should express their interest to CMHC by the closing date shown on this notice. In the event CMHC chooses to issue an RFP following this NPP, the RFP will be issued to those Respondents who: (i) meet the mandatory requirements; (ii) have expressed their interest to CMHC; and (iii) have signed and returned to the Contract Authority the mutual Non-Disclosure Agreement. Both forms are provided with this NPP.

The timing of a subsequent RFP is planned as follows:

- RFP issue date: June 2019
- Proposal receipt: July 2019
- Evaluations & negotiations: July & August 2019
- Award date: September 2019

## 8. TERMS OF REFERENCE

- Only those Respondents able to meet the RFP timelines as stated above, should respond to this NPP;
- A question and answer period is not available for the purpose of this NPP. A subsequent RFP will allow for a question and answer period;
- In order for interested Respondents qualifications to be considered for this opportunity, CMHC requests that the NPP responses be provided to the Procurement Officer Daniela Michaud **by May 6, 2019 at 11:00 am Ottawa local time.** to [dcmichau@cmhc-schl.gc.ca](mailto:dcmichau@cmhc-schl.gc.ca) or [ProcurementSourcing\\_Sourcesd'approvisionnement@cmhc-schl.gc.ca](mailto:ProcurementSourcing_Sourcesd'approvisionnement@cmhc-schl.gc.ca);
- CMHC reserves the right to request supporting details and validate any interested parties qualifications and capabilities;
- CMHC intends to conduct negotiations as part of a RFP selection process;
- CMHC reserves the right to cancel this NPP at any point and/or refrain from issuing an RFP;
- Neither this NPP nor any subsequent selection process will in any way impose an obligation or responsibility on CMHC (i) to execute any contract with any Respondent and (ii) for any costs incurred by a Respondent to respond to this NPP. By submitting a response to this NPP, Respondents waive any right to seek costs or damages or any other remedy against CMHC with respect to this NPP or any subsequent RFP or other selection process.

## 9. NPP RESPONSE

The Respondent's NPP response should include the following items:

- A signed copy of the Expression of Interest;
- A brief description per mandatory requirement as to how the Respondent meets the mandatory requirements outlined in this NPP, maximum 1 page total on the Respondent's letter head; and
- A signed copy of the Non-Disclosure Agreement, please ensure you include the proper legal name and address of your company on the front page of the NDA and that it is signed by an authorized representative.

## **EXPRESSION OF INTEREST**

This form is used to confirm your company's intent to respond to a subsequent Request for Proposal.

### **Notice of Planned Procurement No.: NPP-000079**

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Dear Sir or Madam:

We hereby confirm our interest in responding to a RFP. We acknowledge and warrant that we meet the mandatory requirements stated in this notice, and possess the requisite experience and expertise, as well as the financial stability to (i) fulfill the service; or (ii) supply the good.

We intend to submit a proposal to (please place x in the applicable space):

\_\_\_\_\_ Option 1      \_\_\_\_\_ Option 2      \_\_\_\_\_ Both Options

While Proponents may submit their submissions in their language of choice English or French, CMHC may issue the RFP in either English or French or both languages determined at its discretion.

Signed:	
Name & Title: (point of contact)	
Company:	
Address:	
Telephone:	
Mobile:	
Email:	
URL:	

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the “**Agreement**”) is made as of **May 6, 2019** (the “**Effective Date**”) between:

**CANADA MORTGAGE AND HOUSING CORPORATION**, a Crown corporation having its National Office at 700 Montreal Road, Ottawa, Ontario, Canada, K1A 0P7 (hereinafter referred to as “**CMHC**”)

and:

\_\_\_\_\_ [company name], a corporation incorporated under the laws of

\_\_\_\_\_ [province] whose address is at \_\_\_\_\_

\_\_\_\_\_ [Insert Address, City, Province, Postal Code] (“**Company**”)

**(Each a “Party” and collectively the “Parties” under this Agreement)**

**WHEREAS** CMHC wishes to discuss with the Company proposed solution(s) submitted during the Request for Proposal (RFP) process of CMHC’s search for a new Linguistic Services Operating Model (LSOM) (hereinafter the “**Purpose**”), and to do so it is necessary for the Parties to receive or have access to certain Confidential Information (as defined below);

**AND WHEREAS** Each of the Parties is willing to disclose, or permit the disclosure of, certain Confidential Information to the other, subject to the terms of this Agreement and solely for this Purpose;

**NOW THEREFORE** in consideration of the mutual agreements herein by which the Parties intend to be legally bound, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. For the purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, any non-public information that has been or will be disclosed or made available in any form to the Party by the other in connection with the Purpose. It includes without limitation all information and data relating to CMHC or any of its clients, or the Company including without limitation any personal information, as well as any financial information, strategic information, or business plans, whether communicated or made available in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory or gathered by inspection, and whether or not designated, marked, labelled or identified as confidential or proprietary. Confidential Information also includes without limitation all analyses, compilations, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, extracts, summaries or other information or documents containing or based upon, in whole or in part, any of the information listed in this definition. Confidential Information does not include information or data that the Parties can show is or became publicly known to it without breach of this Agreement. Confidential Information shall not lose its confidential nature merely because it is mixed with non-confidential information.
2. The Parties agree to hold all Confidential Information in trust and in the strictest confidence. The Parties shall implement appropriate security measures consistent with best practices and otherwise ensure that appropriate technical and organizational means are in place to protect the Confidential Information against unauthorized or unlawful use, access or disclosure. The Parties agree to notify the other Party immediately upon discovery of any unauthorized use, access or disclosure of Confidential Information or any other breach of this Agreement and to follow any directions given by the Party to whom the Confidential Information belongs in order to minimizing the effects of any such breach. The Parties shall not, without the prior written consent of the other Party, make any



copies (including electronic or paper) of any Confidential Information or scan any Confidential Information or copies thereof into the other Party's electronic systems.

3. The Parties shall not use or reproduce the Confidential Information for any purpose other than the Purpose and shall not use or reproduce the Confidential Information for any other purpose for its own benefit, the benefit of any employee or officer of the Parties, or the benefit of any third party.
4. The Parties agree not to disclose Confidential Information other than to its employees who have a need to know the Confidential Information for the Purpose and only where such employees are bound, in writing, by a duty of confidentiality no less restrictive than this Agreement. The Parties shall advise such employees of the confidential nature of the Confidential Information, and shall require them to agree in writing to comply with the terms contained herein. The Parties shall be responsible for any breach of confidentiality by any of their respective employees. Without limiting any other provision of this Agreement, the Parties acknowledge and agree that the Purpose is confidential and each Party agrees that its respective employees may only contact specific employees or representatives of the other Party that have been identified, in writing, as designated contacts for purposes of this Agreement.
5. Upon request of the party to whom the Confidential Information belongs, each Party shall return to the other all Confidential Information or, in the case of CMHC's Confidential Information and at CMHC's option, destroy the originals and any copies of any of the Confidential Information within the possession or under the control of the Company, except where the Company is required by law to retain such information, and then only for so long as the Company is so obligated.
6. All Confidential Information shall remain the property of the originating Party and neither the execution of this Agreement nor the disclosure of any Confidential Information shall be construed as granting of any right in or license to any present or future Confidential Information other than as expressly set forth herein.
7. Notwithstanding the foregoing, the obligations of the Parties shall not extend to Confidential Information that the Party can establish by written evidence:
  - (a) is at the time of disclosure to the receiving party or thereafter becomes generally available to the public, other than as a result of a disclosure by the receiving party or any of the receiving party's representatives in breach of this Agreement;
  - (b) is or was received by the receiving party on a non-confidential basis from a source other than the disclosing party if such source is not known to the receiving party to be prohibited from disclosing the Confidential Information to the receiving party by a confidentiality agreement with, or a contractual, fiduciary or other legal obligation to, the disclosing party or the disclosing party's related parties;
  - (c) was known by the receiving party prior to disclosure under the Agreement if the receiving party was not subject to any contractual, fiduciary or other legal confidentiality obligation in respect of such Confidential Information and such prior knowledge can be proven by written records in the receiving party's possession prior to such disclosure;
  - (d) was independently developed by the receiving party, without reference to Confidential Information of the disclosing party; or
  - (e) is required to be disclosed pursuant to an order of a court, administrative tribunal, governing agency or other regulatory authority having the power to compel the production of Confidential Information. Such disclosure shall be made only to the extent so ordered and provided that the party receiving such an order promptly notifies the disclosing party so that it may intervene in response to such order, or if timely notice cannot be given, seeks to obtain a protective order or other remedy from the court or government for such Confidential Information.
8. This Agreement will take effect as of the date first written above and will continue for a period of three (3) years thereafter.
9. The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada). For the purposes of access to information legislation, Confidential Information shall always be considered to be in the care and

control of CMHC. The Company agrees that CMHC may suffer serious and irreparable harm in the event of any breach by the Company of this Agreement. The Company therefore agrees that, in addition to any other remedies available to it, CMHC is entitled to proceed immediately to court in order to obtain, and the Company shall consent to, interim, interlocutory and permanent injunctive relief to prevent continuing harm.

10. All notices required under this Agreement shall be in writing and shall be deemed to have been given upon personal delivery. Notices will be sent to the addresses indicated below unless written notification of change of address will have been given: (1) If to **CMHC**: 700 Montreal Road, Ottawa, Ontario, K1A 0P7, Attention: **Procurement** and (2) If to the **Company**: **[ADDRESS]**, **[ATTENTION]**: \_\_\_\_\_.
11. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any proceedings initiated with respect to this Agreement shall be initiated in the province of Ontario, provided that this Section shall not prevent any Party from seeking injunctive relief in another jurisdiction.
12. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.
13. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, discussions or understandings, whether oral or written, pertaining to such subject matter. No amendment or waiver of any provision of this Agreement shall be binding unless made in writing and signed by the Party against whom enforcement is sought. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. The Agreement shall not be assigned in whole or in part by the Parties hereto.
14. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or in scanned PDF form and the parties may adopt any scanned PDF signatures received by email as original signatures of the Parties; provided, however, that any Party providing its signature in such manner will promptly forward to the other Party an original of the signed copy of this Agreement which was so scanned.

[Signatures on the following page]

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the **Effective Date** first written above.

\_\_\_\_\_ **[company name]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title

I/we have authority to bind the Company.

**CMHC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

I/we have authority to bind CMHC.