



REQUEST FOR PROPOSAL

FOR

*Group Registered Retirement Savings Plan
Group Tax Free Savings Account*

Date issued: *11 May 2020*

Solicitation File # *RFP 000136*

Contracting Authority:
*Canada Mortgage and Housing
Corporation (CMHC)*

Solicitation Closes: *8 June 2020*

Originating Department: *Total
Rewards, HR Operations*

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Canada



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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about CMHC and this Request for Proposal.

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of providing full administration, recordkeeping, custody and delegated investment management services for the Group Registered Retirement Savings Plan (GRRSP) and the Group Tax Free Savings Account (GTFSA). The initial term of the contract will be for five (5) years.

As at December 31, 2019, there were approximately \$15.2 million invested in CMHC’s group RRSP (900 members), \$1.5 million invested in the Spousal group RRSP (80 members) and \$1 million invested in CMHC’s group TFSA (120 members)),

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal. CMHC, at its sole and absolute discretion, may cancel this RFP at any stage until a written contract is signed by CMHC and a selected proponent.

More detailed specifications can be found in Section 3: Statement of Work.

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development, the Honourable Ahmed Hussen.

CMHC has approximately 1,950 people located at its National Office in Ottawa, and at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairie & Territories.

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead proponent, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. By submitting a proposal, proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC in terms of price.

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and various Business Centers 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 **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148. Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Date	Activities
11 May 2020	Request for Proposal issued
18 May 2020	Questions by Proponent deadline
8 June 2020	Submission deadline
16-17 June 2020	Evaluation and selection of short-listed proponent(s)
23-24 June 2020	May Conduct interviews with short-listed proponent(s)
29 June 2020	Evaluation and selection of lead proponent(s)
July 2020	Agreement(s) award and finalization with Lead Proponent(s)
Aug 2020	Debriefing to unsuccessful proponents, as requested
27 September 2020	Start Contract date

1.6 Mandatory Requirements

Throughout this RFP certain requirements are identified as mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 3 Statement of Work
- Section 4 Proposal Requirements
- Section 6 Proposed Contract
- Appendix A: Certificate of Submission

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

1.7 Procurement Policy Re: 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.

1.8 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Proponents may submit comments labelled as *Proponent Feedback RFX #000136* to the name and address provided in Section 2.4.

As CMHC does not wish to be perceived as influenced by such feedback in the award decision, proponents are requested to submit their feedback after the contract award has been announced.

Any proponent who notes a material flaw in the RFP that could affect the outcome should report it as specified in Section 2.4.

1.9 Income Tax Reporting Requirement

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 Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement throughout the term, the proponent will be required to ensure that the information provided remains accurate and up to date. The proponent assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the proponent about CMHC's procedures and rules pertaining to this RFP process.

Proponents are advised that CMHC has provided as Appendix C a Mandatory Compliance Checklist for your benefit to complete prior to submission. This is to assist you in ensuring that you comply with all Mandatory criteria as non-compliance will result in disqualification.

2.2 Certificate of Submission

MANDATORY

The Certificate of Submission (Appendix A) summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent. Refer to Section 1.6 Mandatory Requirements.

Proponents must submit a signed Certificate of Submission as part of their proposal. Should a proponent not include the signed Certificate of Submission the proponent will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. Proposals may be submitted in English or in French.

CMHC will require that the proposals be sent in electronic format (EBID).

Submission Deadline

MANDATORY

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

2:00 p.m. local Ottawa time, on 8 June 2020.

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

Delivery Instructions: EBID

Deadline	All registered times will be in accordance with the time CMHC computer servers receive the submission, not the time the proposal was sent by the proponent.
EBID Size Limitations	Please be advised that EBID has a size limitation of 10 MB. It is advisable and recommended that proponents submit their proposal in multiple smaller files.
Instructions	<p>It is recommended that the Proponent send an e-mail as soon as possible after the EBID proposal has been sent, notifying the contact person named in Section 2.4 Inquiries that a proposal has been submitted to EBID, including the company name and e-mail address, with the date and time the submission was sent.</p> <p>Upon receipt of proposals, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that proponents follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.</p> <p>Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed for proposals to be received.</p>
Address for Delivery	<p>Proposals, including all supporting documentation, are to be sent electronically to the following e-mail address:</p> <p style="text-align: center;">EBID@cmhc-schl.gc.ca</p> <p>The subject line of the transmission must state: <u>RFP 000136</u> Submissions sent to any other e-mail address will not be considered.</p>
Format	<p>Proposals may be submitted in MS Word or Adobe Acrobat PDF in English or in French.</p> <p>In certain email 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.</p>

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail:

Djamel Djouaher, Procurement Advisor
Email: DDJOUAHE@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

All written questions submitted, which in the opinion of CMHC affect all proponents, will be answered by CMHC in writing and distributed to all proponents by e-mail. 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 RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to each proponent to whom CMHC has issued this RFP by e-mail.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A proponent 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 proponents for this purpose.

2.6 Proponent Contact

The proponent shall name a person in their proposal 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

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent until such time as an Agreement is negotiated and executed.

2.8 Changes to Submission

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

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

2.9 Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing that each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted and must be in a separate addendum to the proposal.

An acceptable alternative is one which CMHC considers satisfactory in meeting a mandatory requirement. CMHC at its sole discretion will determine if a proposed alternative meets the intent of the original mandatory requirement.

2.11 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFP, it is possible that the RFP may contain errors. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

By submitting a proposal, proponents waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of willful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This section is intended to be a complete waiver of the proponent’s right to claim damages subject to the limited exception noted above.

2.12 Verification of Proponent’s Response

The proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proponent’s response.

2.13 Ownership of Responses

All responses and related materials become the property of CMHC and will not be returned. CMHC will not reimburse the proponent for any work related to, or materials supplied in the preparation of the RFP response.

The proponent warrants that the proponent possesses all rights necessary to satisfy this requirement. The proponent hereby certifies that it has waived or has obtained a waiver in favour of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as

provided for in the law of copyright. The proponent agrees to execute any document requested by CMHC, acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at **each item** or at the **top of each page**. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, proponents are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.14 Proprietary Information

Information contained in this RFP is to be considered "Proprietary Information" and the proponent is not to disclose this information to any party other than the proponent's employees or agents participating in the response to this RFP.

2.15 Corporation Identification

The proponent agrees not to make any use whatsoever of CMHC's name, logo or other official marks, including public advertisement, without the express written consent of CMHC.

2.16 Declaration re: Gratuities

In submitting its proposal, the proponent certifies that no representative for the proponent has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee.

2.17 Conflict of Interest

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

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

In the event that a conflict of interest, real or potential, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the proponent.

Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

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

2.19 Security Clearance

CMHC requires employees of the selected proponent to be security cleared in order to permit them access to CMHC premises or CMHC information. This process normally takes approximately 5 working days. If they are not security cleared, the proponent or its employees will require an escort by a CMHC employee while in CMHC premises and will not be granted access to CMHC information and systems.

2.20 Shortlist

The evaluation procedure will include the shortlisting of proponents as detailed in Section 5.4 Evaluation Methodology. The shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those proponents who are shortlisted.

2.21 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed participation and responsibilities of each company in the joint venture, and must provide a description of the proposed joint venture business arrangement which would be entered into by all parties upon receipt of a contract. The description must list the companies involved, indicate how long the business arrangement has been in existence, indicate the service(s) each respective party would be providing and describe the proposed participation and responsibility of each party.

The proponent shall designate one of the partners as the contact person through whom any communication between the proponent and CMHC will be channeled during the RFP process.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating company. Refer to Section 2.2.

2.22 Confidentiality and 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 RFP process and to fulfill the requirements of any resulting agreement. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the proponent.

The proponent understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive, unless otherwise specifically agreed to in writing by CMHC. The proponent agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the proponent's response to this RFP, or perform the work or services under any resulting agreement.

The proponent 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.

Information to remain in Canada

The proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Without limiting the generality of the foregoing, the proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the proponent 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 proponent 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 proponent 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, 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.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective proponent with the information necessary to develop a competitive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied.

3.2 Mandatory Requirements

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

Any mandatory requirements associated with the Statement of Work are clearly identified in Section 4 Proposal Requirements.

The Mandatory Compliance Checklist is located at Appendix C (Section 7.3).

3.3 Statement of Work

3.3.1 Background

CMHC is committed to providing their employees with a competitive and sustainable total compensation package that supports the Corporation's efforts in attracting, retaining and motivating a highly qualified workforce.

CMHC has a Defined Benefit Pension Plan and is sponsoring a Group Registered Retirement Savings Plan (GRRSP) and a Group Tax Free Savings Account (GTFSA).

As part of its commitment to helping employees achieve their financial goals, CMHC offers employees the possibility to invest in GRRSP and GTFSA. Both plans are designed to help employees accumulate additional savings for achieving their short-term and long-term financial goals (CMHC does not directly contribute in those savings plans). Employees can choose to invest in already set portfolios based on their age and risk tolerance or they can choose from a variety of funds to build custom portfolios.

As at December 31, 2019, there were approximately \$15.2 million invested in CMHC's group RRSP (900 members), \$1.5 million invested in the Spousal group RRSP (80 members) and \$1 million invested in CMHC's group TFSA (120 members).

CMHC is interested in exploring service options from proponents that demonstrate excellence in the services outlined below. The successful proponent is expected to manage the CMHC GRRSP and GTFSA in a manner that closely aligns with CMHC's current business practices and corporate values and culture.

CMHC targets business excellence. We exercise the highest standards of competence, trustworthiness and prudence in conducting our business relationships and in managing the financial, physical and human resources entrusted to our care.

We encourage learning, innovation and personal initiative to continuously improve the way we do business and achieve the best possible results for the Canadian public.

CMHC therefore expects the same high standards and commitment to excellence from all its third party partners. The successful provider will demonstrate a thorough understanding of CMHC's work environment, expected standards and requirements by ensuring that all of the following conditions are fulfilled consistently on an ongoing basis:

- CMHC is transacting with seasoned and qualified staff, where staff turnover is minimal.
- Staff are accountable for their actions and mutually agreed to timelines are followed through and met.
- Proactive ideas or solutions are provided, where both parties look for opportunities to enhance processes instead of being purely driven by rigid processes.
- Attention to detail, with an emphasis on quality control especially in written communications with employees in their official language, is clearly evident and carried out at all times.

Suppliers with experience in servicing plans with characteristics similar to those of the CMHC GRRSP and GTFSA will be considered. Scope and breadth of services as well as adequate internal controls are also a prerequisite for considerations.

3.3.2 Mandatory Requirements

To qualify as an eligible proponent, you must meet the mandatory requirements as identified in *Appendix D Mandatory Requirements*. Please use *Appendix D* as your response grid.

3.3.3 Rated Requirements

Refer to *Appendix E Rated Requirements* for the list of rated requirements. Please use Appendix E as your response grid.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

Proposal responses are to be organized and submitted in accordance with the instructions in this section. Responses should be organized in the following manner. Please note that for EBID submissions tabs are not feasible, however we require that responses be clearly structured and identified per the following table.

Requirements for each “Response Item” are identified in the “Response Item Instructions” column in the following table.

Tab	Response Item	Response Item Instructions	
1.	Covering Letter	Section 4.3	Covering Letter
2.	Table of Contents	Section 4.4	Table of Contents
3.	Executive Summary	Section 4.5	Executive Summary
4.	Appendix A (completed and signed)	Section 7.1	Certificate of Submission
5.	Appendix D (completed)	Section 4.6	Response to Statement of Work
6.	Appendix E (completed)		
7.	Appendix F (completed)	Section 4.7	Project Management Plan
8.	Financial Information	Section 4.8	Financial Information
9.	Appendix G (completed)	Section 4.9	Pricing Proposal
10.	Appendix I (completed)	Section 7.9	Privacy risk management questionnaire

All additional documents that form part of the submission can be organized in subsequent tabs as the Proponent deems appropriate.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements.

4.3 Covering Letter

MANDATORY

A covering letter on the proponent’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 primary contact person with respect to this RFP: the individual’s name, address, contact numbers by phone and contact e-mail address, if available.

4.4 Table of Contents**MANDATORY**

The proponent shall include a table of contents using the response item headings and numbering system identified in Section 4.1 of the RFP. The response should be paginated for easy referencing by the evaluation committee.

4.5 Executive Summary**MANDATORY**

The proponent's proposal should include an executive summary highlighting the following:

- (a) A summary of the proponent's proposal, including key features of the proposal, features that make the proposal superior, innovations or cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet the need of CMHC.

4.6 Response to Statement of Work**MANDATORY**

In this section, the proponent should provide detailed information relative to the specifications listed in Section 3: Statement of Work. When responding, the proponent must complete the response grids identified in Sections 3.3.2 and 3.3.3.

When responding, the proponent must identify if the service/process/requirement is **not** currently being offered by the proponent to other clients.

4.7 Project Management Plan**MANDATORY**

The proponent shall describe this project's implementation plan as identified in *Appendix F Project Management Plan*. When responding, the proponent must complete the response grid in *Appendix F*.

4.8 Financial Information**MANDATORY****4.8.1 Credit Check**

Proponents must provide a statement giving written permission for CMHC to perform a credit check as required.

4.8.2 Financial Capacity

Proponents are not expected to submit confidential financial information with their proposal. However, CMHC reserves the right to conduct an assessment of the Lead Proponent(s)' financial capacity. Should the proponent be selected as the lead proponent following the RFP evaluation process, CMHC will request the necessary financial statements to confirm the financial capacity of the proponent. At that time, the Lead Proponent(s) must provide to CMHC the following information, as appropriate upon 72 hours of CMHC's request:

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

1. Auditor's Report (or Review Engagement Report),
2. Balance Sheet,
3. Income Statement,
4. Cash Flow Statement,
5. The Notes to the Financial Statements, and

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for partnerships or corporations. For partnerships of individuals (as opposed to partnerships of corporations), each individual must provide written permission for CMHC to perform a credit check on them as individuals.

Sole Proprietorships

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal, giving written permission for CMHC to perform a credit check as required. Where financial statements are available, they should accompany the foregoing statement.

4.9 Pricing Proposal**MANDATORY**

The proponent must provide a response relative to the pricing of its proposed solution as identified in *Appendix G: Pricing Proposal*. The pricing proposal should also include any additional costs or identify the type of costs that could arise due to changes CMHC may make to requirements or additional features identified in Appendices E and F.

All prices and amounts of money in the proposal 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 GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead proponent and finalize and sign a contract.

The lowest cost of any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all proponents. Therefore, no proponent shall have any cause of action against CMHC arising out of a failure to award a contract, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.2 Limitation of Damages

The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

5.3 Evaluation Table

The Evaluation Table as provided in *Appendix B: Evaluation Table* lists all the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Methodology

5.4.1 Evaluation of Proponent's Submission

Each proposal will be examined to determine compliance with each mandatory requirement identified in Section 3.3.2 in this RFP. A proposal must comply with all of the mandatory requirements to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of, and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in *Appendix B: Evaluation Table*.

CMHC will shortlist proponents with the highest scores and may invite them to make a presentation of their services.

5.4.2 Short Listed Proponents Presentation

Proponents who have been shortlisted may be invited to make a presentation to CMHC.

The presentation will be a rated item and scored separately from the scoring criteria indicated in this RFP. Details will be provided to the shortlisted proponents.

The presentation score will be added to the shortlisting scores to determine the lead proponent.

5.5 Financial Evaluation

CMHC will carry out a credit check and/or a financial capacity on the lead proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent may not enter into contract discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent as per Section 4.8 of this RFP.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead proponent's proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

By submitting a proposal, proponents agree that if they are selected as a lead proponent, they will enter into contract negotiations in a timely manner and in good faith, and within the framework of the RFP and the proponent's response to the RFP.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section

MANDATORY

Per Section 6.3, attached as *Appendix H* is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.

For the purposes of this section the term "Contractor" refers to the successful proponent with whom CMHC enters into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

MANDATORY

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled mandatory must be accepted by the proponent without alteration.

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP and is attached as *Appendix H Proposed Contract*.

7 SECTION 7 APPENDICES

7.1 APPENDIX A: Certificate of Submission

MANDATORY

_____, hereby:
Company Name Procurement Business Number (PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
II. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
III. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in specified in section 2 of the RFP;
IV. certifies that, at the time of submitting this bid, 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;
V. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
VI. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
VII. certifies that this proposal was independently arrived at, without collusion;
VIII. 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 contract or favourable treatment under a contract;
IX. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
X. certifies, unless explicitly outlined in the proposal, 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 Work;
XI. agrees to substantially comply with all of the section 6.0 contract MANDATORY clauses;
XII. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided);
XIII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract;
XIV. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response; and
XV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate.

Signed this _____ day of _____, 2020 at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

7.2 APPENDIX B: Evaluation Table

	A WEIGHT 100 Total	B POINTS 1 to 10	C SCORE A x B
<p>Proponent’s Qualifications Proponent will be evaluated on the information provided in response to each of the requirements set out in Sections 7.5.1.</p>	10		
<p>Administration Proponent will be evaluated on the information provided in response to each of the requirements set out in Section 7.5.2.</p>	15		
<p>Communication Proponent will be evaluated on the information provided in response to each of the requirements set out in Section 7.5.3.</p>	10		
<p>Delegated Investment Solutions Proponent will be evaluated on the information provided in response to each of the requirements set out in Section 7.5.4.</p>	25		
<p>Service Standards Proponent will be evaluated on the information provided in response to each of the requirements set out in Section 7.5.5</p>	15		
<p>IT Proponent will be evaluated on the information provided in response to each of the requirements set out in Section 7.5.6</p>	5		
<p>Formation Systems Proponent will be evaluated on the information provided in response to each of the requirements set out in Section 7.5.7</p>	10		
<p>Pricing Proposal Proponent will be evaluated on the information provided in response to the specifications listed in Section 7.7</p>	10		
TOTAL	100		

7.3 APPENDIX C: Mandatory Compliance Checklist

- | | | |
|--------------------------|---------------------------------------|----------------------------|
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Covering Letter | Section 4.3 |
| <input type="checkbox"/> | Table of Content | Section 4.4 |
| <input type="checkbox"/> | Executive Summary | Section 4.5 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.6 |
| <input type="checkbox"/> | Project Management Plan | Section 4.7 |
| <input type="checkbox"/> | Financial Information | Section 4.8 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.9 |
| <input type="checkbox"/> | Proposed Contract | Section 6 |
| <input type="checkbox"/> | Certificate of Submission | Section 7.1 (Appendix A) |
| <input type="checkbox"/> | Privacy risk management questionnaire | Section 7.9 (Appendix I) |

7.4 APPENDIX D: Mandatory Requirements

In Section 3.3.2 Mandatory Requirements, to qualify as an eligible proponent, you must meet all the following mandatory requirements.

Mandatory Requirements	Yes ✓	Additional Comments
Assist CMHC in determining the objectives, the plan design and the investment structure for both the GRRSP and GTFSA and provide access to top tier managers available in the market, best portfolio construction to achieve its objectives.		
Exercise fiduciary responsibility for manager selection, oversight, monitoring and reporting and share governance responsibilities.		
Provide independent financial consultation services to employees as well as handle communications and education material.		
Demonstrate the evaluation risks and the performance of fund managers as well as the insurance that investment fees are competitive.		
Provide employees access to a call center, a website, financial planning assistance tools as well as administration support.		
All services are available in both English and French, in the language of choice of the employee. (The solution must have the ability to support both English and French languages in solution user interface and reports; for technical administrative purposes, it is sufficient to support a single language.)		
Maintain all employee personal and confidential information within Canada.		

7.5 APPENDIX E: Rated Requirements

Rated Requirements	Yes ✓	Response
7.5.1 Proponent’s Qualifications , provide the following:		
A description of the proponent’s organization, its history, legal status, number of full-time employees and areas of specialization.		
The Resumes/CVs of the employees who will be assigned to the CMHC servicing team.		
A list of references that includes three contracts of a similar size and scope which the proponent currently holds or has held over the past 36 months with the name and address of the other party to the contract, and a contact person name and phone number. Note that by providing this information, the proponent provides consent to CMHC to communicate with the contact persons for the purpose of collecting information relating to the quality of work provided by the proponent.		
Are the offices that would provide service to CMHC located in Canada?		
What is your company’s overall revenues attributable to your capital accumulation plans?		
7.5.2 Administration , provide details on the full administration, recordkeeping and custody services, including:		
Is the administration, recordkeeping and custody services done in-house by your company or do you have a partner company offering these services? If you have a partner company, how and why was that company selected?		
How do you ensure your partner company complies with the governance mandate?		
Describe the team that would support CMHC with the administration, recordkeeping and custody services.		
Describe your acceptable method of GRRSP and GTFSA contribution transmission (i.e. payroll deduction, electronic transfer, paper cheque, etc)		
Provide details on the website, tools, forms and reports available to CMHC.		

<p>Provide details on the website functionality available to participants (i.e. investment/projection tools, on-line enrolment, on-line modification of investment options, on-line contribution rate election/payroll deductions, update of personal information, accessible forms (statements, income tax documents, beneficiary designation)).</p>		
<p>7.5.3 Communication provide details on the following:</p>		
<p>Is the call centre accessibility offered in both official languages (French & English) and located within Canada?</p>		
<p>Describe the level of knowledge and experience of the call centre operators.</p>		
<p>Does your company offer financial services such as financial/investment education/advice to GRRSP and GTFSA participants?</p>		
<p>Will participants receive independent and individual financial advice from financial education specialists and financial planning advisors? Provide details.</p>		
<p>Provide examples of documentation that was developed by your company, such as statement of investment policy, regulatory filings and employee communication/education material.</p>		
<p>7.5.4 Delegated Investment Solutions</p>		
<p>Provide details on the delegated investment solutions that your company offers, including:</p>		
<p>Would a portfolio of different funds be created specifically for CMHC GRRSP and GTFSA participants?</p>		
<p>How are the investment options selected?</p>		
<p>Are there default investment options available? Does your company contact participants that are investing in the default option to assist them in selecting appropriate investment options based on their own financial situation and investment profile?</p>		
<p>Describe the investment structure design. Does your investment structure design cater to participants who wish to invest in preselected portfolios and to participants who wish to make their own investment choices?</p>		

<p>Is automated rebalancing for individual participants portfolios available? Please specify how this is communicated to participants and how this feature is activated/deactivated, as well as specify rebalancing frequencies. Are there any fees associated to this feature?</p>		
<p>Are there restrictions on transfers between investments? If there are restrictions, please describe and specify fees if applicable.</p>		
<p>Describe your strategy and selection process of investment managers and different options of funds.</p>		
<p>Describe your process to review investment manager performance</p>		
<p>Describe the process you use to remove and change investment managers? What are the criteria you use to make those decisions? How do you communicate that information?</p>		
<p>Describe your investment philosophy.</p>		
<p>Is your selection of investment managers affiliated or non-affiliated to your company?</p>		
<p>Describe your portfolio construction methodology.</p>		
<p>Do you provide customized communication material and investment strategy to meet individual participant needs in terms of investment profiles, choices and knowledge.</p>		
<p>Explain how your company measures the alignment with investment goals and objectives.</p>		
<p>Are there guidelines that investment managers must follow?</p>		
<p>How do you measure the adherence to these guidelines?</p>		
<p>Are you alerted of any deviance from the guidelines? If yes, how quickly do you respond to the alert?</p>		
<p>Explain how your company evaluates risks and the performance of fund managers as well as ensures that investment fees are competitive.</p>		

Describe your risk review strategy and how often it is done.		
Do you have different levels of risk reviews? Please describe.		
Describe your fee structure. How do you ensure that your fees remain competitive?		
Provide examples of documentation that was developed by your company, including but not limited to statement of investment policy and regulatory filings.		
Provide an example of the reporting process your company has developed to align with the sponsor’s oversight role.		
Provide examples of available reports and reporting frequency.		
7.5.5 Service Standards , please provide the following:		
Describe your commitment to delivering quality services in accordance with agreed upon service levels.		
Are there standard service levels already in place? If not, are you willing to establish standard service levels and credit fees to CMHC should the standard service levels not be met?		
Describe how your company would ensure that the standard service levels are being met in various key categories.		
Describe how the standard service levels would be measured and reported to CMHC.		
7.5.6 IT Data		
The Solution’s web-based portal must be available on Internet Explorer 10, Microsoft Edge and/or Google Chrome, Apple Safari and Mozilla Firefox		
The Solution must be able to use a form of secure authentication for external and internal users (i.e. Token technology or user ID and password).		
Describe how the solution allows an internal and external user to reset his/her password.		

Describe how CMHC internal and external users will be onboarded and offboarded to/from the Solution		
The Solution should use automatic log-out for user sessions that exceed a reasonable period of inactivity		
The solution must store all data at rest in Canada at all times (data must reside in Canada during all stages of all processes). For technical data related to the platform or data stored within the platform (i.e. metadata) which has been confirmed not to contain any form of business or confidential data (as defined and solely at the discretion of CMHC), can be stored outside of Canada – any proponents who feel they meet this exception should declare and provide sufficient details as part of their response.		
All data must remain in Canada in the proposed hosting environment. All data stored in the proposed hosting environment can only be accessed (including access for the purpose of technical and operational support) by individuals residing in countries where Canada has a bilateral agreement on security.		
The solution must process all data at transit within the geographical boundaries of Canada, for data which transits outside of Canada encryption during transit details should be provided to CMHC including all geographical locations/countries where it is possible for the encrypted traffic to transit as part of normal and emergency operations of the solution		
Can you integrate ATI Processes with CMHC’s Privacy Processes?		
Can you Integrate your Incident Response and privacy breach process with CMHC’s IR process		
Do you have controls in place to meet Protected B safeguards based on ISO27001:2013, ITSG-33 or equivalent?		
Are Physical Security requirements in place to meet RCMP standards for the safeguarding of Protected B data Concur.		
Are Internal and/or 3r party Vulnerability assessments/testing being performed		
Are Internal and/or 3rd party Penetration testing being performed		
Can data that is deemed confidential by CMHC be masked? If yes, how? If no, what effort is involved to implement that functionality?		

Can technical and operational support for this solution be provided by countries where Canada has a bilateral agreement on security?		
Can the solution allow an external user to reset his/her password?		
7.5.8 Formation Systems		
Security screening (employees and contracts have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater).		
Access control review (granting, modifying or revoking accesses).		
Security incident reporting process.		
Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel).		
The Vendor must have the ability to provide appropriate level of security (Secret) at the physical facility with access control restrictions for the access to CMHC data. The CMHC confidential and proprietary information, data and services shall be used exclusively for the benefit of CMHC.		
Proof, to the satisfaction of CMHC of the Contractor's ability to place appropriate Secret Level security systems and procedures to protect the confidentiality, integrity and availability (CIA) of any data of CMHC and its sub-licensees residing on hardware within the Selected Proponent's possession or control.		
How is security and confidentiality of inquiries ensured via the: <ul style="list-style-type: none"> • Call centre • Interactive Voice Response system • Member website • Plan sponsor website 		
Indicate if there is redundancy in all systems supporting your production environment, including but not limited to: <ul style="list-style-type: none"> • Backup communication lines • Backup application • Backup database • Backup hardware • Backup power supply • Backup of logs and audit trails 		
The solution must have the ability to support an active-		

<p>active or active-passive Disaster Recovery environment with the respondent providing detailed information on distances between locations. CMHC requires that the Disaster Recovery (DR) environment should be at least 500 KMs/300 miles distance from the PRODUCTION environment.</p>		
<p>Indicate if there is currently a privacy and security program in place, including but not limited to:</p> <ul style="list-style-type: none"> • Is this part of an individual’s responsibility or is it a team that is assigned to the task? • Is there a privacy level agreement / privacy statement addressing the level of data protection in place and any accountability obligations? • Are policies, processes, and procedures reviewed and updated accordingly? • Does your privacy and security programs apply to all your jurisdictions from where you operate and provide support from? • Are your privacy and security practices audited by independent external parties? 		
<p>Are any third parties going to be leveraged for providing your services? If so:</p> <ul style="list-style-type: none"> • What is the geographical location that these parties will be providing support from? • Will they have access to CMHC Protected information? • Are any processes or agreements in place that will ensure that third parties follow data protection practices? • Who is accountable for their security controls? 		
<p>Have your privacy and security practices been audited or undergone verification, by independent external parties?</p> <ul style="list-style-type: none"> • Can you provide compliance with any COBIT, PCI, ISO/SSAE16 or similar standards? • Are any SOC reports, such as but not limited to, SOC2 Type2, available? 		
<p>Identify how any CMHC related data is protected while in transit and at rest.</p> <ul style="list-style-type: none"> • Would any of this data ever be stored on transportable media and devices? Such as 		

<p>but no limited to USB sticks or any external storage devices?</p> <ul style="list-style-type: none"> • Are any of your databases, servers, or applications used by other clients? If so how do enforce the segregation of data from one client to another? • Will the data at rest and in motion be encrypted amongst the solutions components and its end users? 		
Identify how downtime is managed for situations such as service upgrades and patch management.		
Identify all geographic locations where any of CMHC’s data will reside		
Identify what security guidelines you follow for application development.		
<p>Identify if integration with CMHC’s services directories or identity management is possible when and if required.</p> <ul style="list-style-type: none"> • Does the solution support SSO? • Does the solution support 2FA? 		
Can third parties access shared logs and resources and reveal sensitive information about CMHC and its users?		
Identify how credentials and digital identities are protected and how they are used in a public cloud, or on-prem applications.		
Identify if your service supports a IaaS, PaaS, SaaS or a on-prem architecture for delivering your services.		
Identify if you have ever experienced any information privacy or security breaches.		
<p>Identify if security related assessments are conducted on a regular basis. This can include:</p> <ul style="list-style-type: none"> • Vulnerability assessments/testing • Penetration testing 		

7.6 APPENDIX F: Project Management Plan

In Section 4.7 Project Management Plan, please describe your recommended approach by completing the following table:

Project Management Plan	Response
Project Deadline: Will you be able to implement full services and operate at launch date on 27 September 2020?	
Project Management Approach: The proponent shall describe its project management approach and the project management organizational structure, including reporting levels and lines of authority.	

<p>Work Schedule: The proponent shall provide a proposed project plan for the implementation phase, and describe the method used to ensure compliance with the work schedule.</p>	
<p>Working Relationship with CMHC: Describe and explain how many different contacts will be directly involved with CMHC staff and how issues and problems that may arise will be resolved.</p>	
<p>Quality Control: Describe your approach to quality control including, details of the methods used in ensuring the quality of the work and the response mechanisms in case of errors, omissions, delays, etc.</p>	
<p>Status Reporting to CMHC: Describe your status reporting methodology including details of written and oral progress reporting methods.</p>	
<p>Launch: Describe your proposed communication strategy for CMHC (i.e. documented procedures/guidelines, resource materials, brochures, etc).</p>	

7.7 APPENDIX G: Pricing Proposal

Please ensure that your fee quotes provided as per *Section 4.9: Pricing Proposal* is inclusive of the typical services provided for the delegated investment solution, recordkeeping, custody, management and administration (including forms, statements and required reporting) in compliance with all the relevant legislation including the *Income Tax Act (Canada)*.

Please provide your pricing for the GRRSP and GTFSA, assuming that for non-terminated participants. Terminated participants who won't transfer out their assets will bear the full administration and investment cost commencing three months after their termination statement is sent out.

Please include pricing for all of the investment fund options available through your alliance line-up and pricing for any funds that are not part of the formal alliance, but may be offered to CMHC.

For the pricing scenario above, please indicate the GIC/GIA rate enhancement you would offer on 1, 3, and 5 year terms. Please provide us with a schedule of your base rates for the last 12 months on which such enhancements would apply.

NOTES:

- Commission-based arrangements will not be considered.
- Only the fee quote provided will be considered for purposes of this proposal and the selection of a short-list.
- CMHC will assume that ANY and ALL fees applicable have been disclosed in your proposal. Please specifically identify ANY and ALL fees, charges, recovery of expenses, or other amounts

that are charged to the investment funds, either before or after unit values for these funds are calculated.

- Your fee quote should include your fees on contract or plan termination, as well as all transaction charges (e.i. cheque charges, charges for inter-fund transfers) that would apply to the plans.
- Include any fees applicable if CMHC elects to add/remove investment options.
- Include fees related to any work that would be considered out of scope; and
- To the extent that any minimum asset size is required for utilization of any particular investment manager or fund option, please specify all restrictions.

All prices are to be quoted in Canadian dollars and are to be exclusive of taxes.

7.8 APPENDIX H: Proposed Contract

1.1. Overview of Section

Attached in Section 7.8 is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

Terms and conditions identified as “Mandatory” in the RFP or draft Agreement must be included in the agreement. The proponent’s proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting contract.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the proponent is selected by CMHC to enter into a contract.

For the purposes of this section the term “Contractor” refers to the successful proponent with whom CMHC enters into an agreement.

1.2. Draft Agreement



CMHC Agreement No. PA

THIS AGREEMENT (the “Agreement”)

BETWEEN **CANADA MORTGAGE AND HOUSING CORPORATION**
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7
(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")
(individually a “Party”, collectively the “Parties”)

WITNESSES THAT in consideration of the respective covenants and agreements of the Parties, CMHC and the Contractor mutually covenant and agree as follows:

Article 1.0 - The Services

- 1.1 The Contractor covenants and agrees to provide [Click here to enter text.](#) in accordance with the Statement of Work attached as Appendix “A” (the “Services”). *{Provide general description of services.}*
- 1.2 The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.
- 1.3 CMHC shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions, except as directed by CMHC; (ii) designating a competent management member to reasonably oversee the Services; (iii) evaluating the adequacy and results of the Services, subject to the Contractor’s implied obligations related to the Services; and (iv) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities, subject to the Contractor’s implied obligations related to the Services.

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- 1.4 A complete list of CMHC sites to be serviced is provided in the RFP and shall form part of this Agreement.
 - 1.5 CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. The Contractor must receive a CMHC PO before beginning to deliver goods or services under this Agreement.

Article 2.0 - Term of the Agreement

- 2.1 The term of the Agreement shall be for a period of [Click here to enter text](#).commencing on [Click here to enter text](#). and terminating on [Click here to enter text](#)..(the “Initial Term”)

2.2 Renewal

The Agreement may be renewed at CMHC’s sole discretion for [Click here to enter text](#). additional, [Click here to enter text](#). year terms, not to exceed a cumulative total of [Click here to enter text](#). years.

Collectively, the Initial Term and any renewal term shall be referred to as the “Term”.

2.3 Termination

a) No fault termination

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate the Agreement for any reason with no penalty or charge by giving thirty (30) days written notice at any time during the Term.

b) Termination for Default of Contractor

CMHC may, by giving 10 days prior written notice to the Contractor, terminate this Agreement without penalty or charge for any of the following reasons:

- i. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
- ii. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
- iii. There is a change in control of the Contractor 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 Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement; or
- iv. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

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- v. CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

c) CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

d) Contractor's Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor's standard rates.

e) Termination Assistance

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

Article 3.0 – Financial

- 3.1** In consideration of the performance of the services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ [Click here to enter text.](#) for Services provided during the initial term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.
- 3.2** The amount payable to the Contractor 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 Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service.

All invoices, notices and requests for payment must make reference to the relevant CMHC PO number and be sent electronically to accountspayable@cmhc-schl.gc.ca. Failure to do so may result in delays of payment.

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

3.5 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in section 3.5.2 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 Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

3.6 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 Contractor'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 Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.7 Audit

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records

relating to the services identified herein.

The Contractor agrees to provide the 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, the CMHC agrees to cooperate with the Contractor 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 the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor 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 Contractor 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 Agreement 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 MANDATORY

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 Contractor.

The Contractor 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 Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor 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 Agreement.

In the event that a breach of confidentiality occurs, the Contractor 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 Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Contractor 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 Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

A. *Information must remain in Canada (e.g. if personal information will be disclosed)*

The Contractor 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 Contractor 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 Contractor or subcontractors without the prior written consent of CMHC.

4.3 Contractor's Indemnification

The Contractor 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 Contractor related to the 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 Contractor. The Contractor 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 Contractor.

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

4.4 Independent Contractor

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor 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 Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

4.5 Contractor's Authority

The Contractor 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

It is agreed that the Contractor will make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

4.7 Conflict of Interest

MANDATORY

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

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor'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 the Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

Any public office holder 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 Agreement which may arise from this request for proposal.

4.8 Insurance

The Contractor shall, at its own expense, procure and maintain or cause to be procured and maintained in force for the duration of this Agreement. The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.

- (1) Commercial General Liability Insurance.** Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 inclusive for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, liability for products and completed operations, broad form coverage, contractor's liability, non-owned automobile, employer's liability, contractual liability, copyright and trademark infringement, worldwide territory with suits brought back in Canada and liability specifically assumed under this Agreement. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

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- (2) **Professional (Errors & Omissions) Liability** Professional liability insurance with insurer to do business in Canada with limit of not less than \$10,000,000 per claim. The coverage shall include, but not limited to errors & omissions or wrongful acts resulting in privacy breach and economic loss due to errors or omissions or wrongful acts in the performance of services. Coverage is to include the Proponent and their employees and contract employees (if applicable) as named insured. The proponent shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the termination of the Agreement.
- (3) **Network/Computer Security and Privacy Liability** Network/Computer Security Liability and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 per claim, providing coverage for, but not limited to, economic loss arising from or related to actual or alleged acts, errors or omissions, any breach of network/computer security, any privacy breach or transmission of malicious code and due to actual or alleged acts or wrongful acts committed by the Contractor its agents or employees in the performance of services, the policy should extend to worldwide territory with suits brought back to Canada. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.
- (4) **Commercial Automobile Insurance (if applicable).** If applicable, Commercial Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 combined single limit per accident for bodily injury (including death), statutory accident benefits and property damage per occurrence.
- (5) **Worker's Compensation.** Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed
- (6) **Other conditions.** If there are material changes in the scope of this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this section (insurance) 4.8 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it. All Certificates of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this section (insurance) 4.8. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this section (insurance) 4.8 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this section (insurance) 4.8. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter. Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract.

4.9 No Limitation

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

4.10 Non-Compliance

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.11 Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party 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 an 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, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

4.12 Non-Waiver

Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.13 Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable. The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances.

The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the services or the performance of the Agreement.

- 4.14 Reports** Assessment reports are to be prepared in accordance with Section 2 of Schedule “A” (“Status Reports”) requirements. In addition to the Status Reports, the Contractor shall also supply an executive summary of the main findings and recommendations in a final report in any standard format that CMHC may prescribe and in compliance with CMHC's information technology requirements. the report shall stipulate that the copyright remains with CMHC.

4.15 Official Languages**MANDATORY**

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the *Act* and those policies. The Contractor further understands and agrees to ensure that services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work. The Contractor must also ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.

4.16 Access to CMHC Property

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees or subcontractors onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement on condition such employees or subcontractors meet the appropriate security screening as per Government of Canada security screening classification and CMHC IT security policies and procedures prior to CMHC granting any such access. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons or in cases of emergencies. 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 or does not meet the security screening requirements for the Services they are intended to perform.

The Contractor 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 Contractor.

4.17 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. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Contractor 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.

4.18 Extras

Except as otherwise provided in the Agreement, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC. For clarity CMHC may require the Contractor to perform additional Services at any time during the Term of the Agreement, as defined by CMHC and outside the scope of the Services as defined herein. When additional Services are required, CMHC will provide the Contractor a written description of the additional Services and the Contractor shall submit a firm price and time schedule for completing the additional Services.

The Contractor will not commence any additional Services until the Agreement Administrator has secured required approvals for the amendment and issued an approved, written Agreement amendment.

4.19 Assignment of the Agreement

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor 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 the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.20 Closure of CMHC Offices or Suspension of Operations

- a) 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 Contractor may be suspended or modified. Where the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement 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.
- b) Notwithstanding clause (a) above, if closure is continued beyond one calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the services to continue.

4.21 Severability

If any part of the Agreement is determined to be unenforceable by a competent authority, it may be severed from the Agreement so as to preserve the intentions of the Parties to the extent possible.

4.22 Scope of Agreement

This Agreement contains all of the agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties except those set out herein or attached as Specifications, Conditions and Addendum and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.23 Binding

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

4.24 Survival of Terms

Any terms of this Agreement that by their nature extend beyond its termination remain in effect until

fulfilled, and apply to respective heirs, executors, administrators, successors and assignees. Without limiting the foregoing, the Contractor's obligations under Sections 3.6 (Audit), 4.1 (Intellectual Property Rights), 4.2 (Confidentiality and Non-Disclosure of CMHC Information), 4.3 (Contractor's Indemnification), 4.8 (Insurance), and 4.13 (Laws Governing Agreement), ownership shall survive the expiry or termination of this Agreement regardless of the method or manner in which it is terminated.

Article 5.0 - Agreement Administration

5.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in section 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

5.2 Notices

All invoices and notices issued under the Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name

Title

Room

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone:

Email:

All invoices and requests for payment must make reference to the relevant CMHC PO number and be sent electronically to accountspayable@cmhc-schl.gc.ca. Failure to do so may result in delays of payment.

To the Contractor at the following address:

Phone:

E-mail:

Article 6.0 - Documents comprising the Agreement

6.1 The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- (a) This form of Agreement as executed ;
- (b) CMHC's Request for Proposal dated ;
- (c) The Contractor's submitted Proposal dated ; and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 The documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

IN WITNESS WHEREOF this Agreement has been executed by duly authorized officers of the Parties as follows:

THE CONTRACTOR

CANADA MORTGAGE AND HOUSING CORPORATION

Date: _____

Date: _____

SCHEDULE "A"

STATEMENT OF WORK

SCHEDULE "B"

MANNER OF PAYMENT

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, the Contractor will be paid in accordance with the following schedule:

All payments are contingent upon the Services being performed to the satisfaction of CMHC).

Progress Payments (if applicable)

1. Upon the Contractor having completed of the work as set out in (*described work*) described in Schedule "A" and upon submission and acceptance to the full satisfaction of CMHC of by (*Date*) \$ (*Amount*)

7.9 APPENDIX I : PRIVACY RISK MANAGEMENT QUESTIONNAIRE

1. PRIVACY MANAGEMENT STRUCTURE

1.1 Please provide:

- a. An organizational chart indicating the privacy functions within your organization.
- b. Position descriptions of the senior privacy management function.
- c. Terms of Reference for Board committees that are responsible for oversight of the privacy function.

2. POLICY/PROCESS MANAGEMENT

2.1 Provide copies of existing privacy and information security policies.

2.2 Please describe:

- a. How your firm develops, approves and implements privacy policies that cover the service to be provided.
- b. How such policies are communicated to employees, agents and sub-contractors.
- c. How your firm develops and approves privacy -related processes that cover the service to be provided.
- d. The process and timetable for the review/updating of such policies and processes.
- e. How will you align to CMHC's records and data retention requirements, and records management-related policies?

2.3 Where your firm uses agents or sub-contractors (or other third party service providers), please describe:

- a. How your firm ensures adherence to your privacy obligations to CMHC.
- b. How your firm provides personal information to such third parties for the performance of services to the Service Provider on behalf of CMHC.

2.4 Describe how your firm actively manages privacy risks (i.e. do you have a Risk Management Program)?

3. TRAINING AND AWARENESS

3.1 Please describe:

- a. What privacy training your firm provides to employees, agents and sub-contractors that will be involved in providing the service to, or on behalf of, CMHC.
- b. How it provides general privacy training to new employees, agents and subcontractors?
- c. How your firm documents who receives privacy training?
- d. How your firm updates its training to reflect changes in technology, policy or processes?

4. MONITORING / CONTROLS

4.1 Describe how your firm monitors compliance with privacy-related policies and processes.

4.2 More specifically:

- a. What applications/processes are monitored?
- b. What is the frequency of monitoring?
- c. What kinds of anomalies are noted for review?
- d. Who conducts the monitoring?
- e. How are paper records, if any, audited/monitored for deficiencies, gaps or lost records?
- f. How are audit/monitoring efforts reflected in changes to policy or processes?

4.3 Does your firm obtain periodic independent audit reports with respect to its operations?

- a. If yes, are third party security standards used in the preparation of such reports in addition to your firm's security policies?

4.4 Please describe:

- a. Which categories of employees, agents or sub-contractors are provided access to CMHC personal information?
- b. How such employees, agents or sub-contractors are provided access to CMHC personal information, including the circumstances for access and the limitations, if any, on access.

4.5 Where CMHC personal information data is stored in electronic databases, what processes are used to:

- a. Authenticate authorized users?
- b. Terminate access when users change roles or leave the Service Provider?

4.6 Describe your firm's processes related to the destruction of:

- a. Information technology equipment (e.g. server hard drives, mobile devices).
- b. Records.

4.7 Where electronic systems are used, please describe the change management process used to ensure that changes in software configurations or versions do not adversely affect the availability and integrity of CMHC personal information.

5. DATA STORAGE

5.1 Where CMHC personal information data is stored in electronic databases:

- a. Where are the databases located? Are the databases accessible outside of Canada?
- b. How have you prepared for General Data Protection Regulation?

5.2 Are you able to provide an inventory or data map of where CMHC records and personal information will be stored within your IT environment (i.e. including backup servers)?

5.3 Where CMHC personal information data is stored in paper records:

- a. Where are the records located?

6. INCIDENT RESPONSE

“Incident” is defined simply as an event that adversely affects the confidentiality, integrity or availability of CMHC personal information held by a Service Provider during the course of providing the contracted service(s).

6.1 Has your firm:

- a. Had any privacy breaches with respect to client information?
- b. Been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g. the Office of the Privacy Commissioner of Canada, etc.)?

6.2 Has any agent or subcontractor been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g. the Office of the Privacy Commissioner of Canada, etc.)?

6.3 Does your firm carry any insurance with respect to breaches?

6.4 Please describe how your firm identifies, investigates and manages privacy incidents.

6.5 More specifically, please describe:

- a. What triggers your firm's incident response plan?
- b. Who is involved in incident response?
- c. How your firm decides to notify CMHC?
- d. How your firm decides to notify any individuals affected by the incident?
- e. How your firm incorporates "lessons learned" from incidents into policy or process improvements?

7. REQUESTS FOR ACCESS/CORRECTION TO PERSONAL INFORMATION

7.1 Please describe your firm's processes for the handling of requests:

- a. For access to personal information by individuals to whom the information belongs?
- b. To correct or rectify information about individuals?

7.2 Who is responsible for responding to access and correction requests?

7.3 How are individuals advised about their right to access and correct personal information?

7.4 How does your firm inform people about decisions to grant or refuse access/corrections?

7.5 Please describe your firm's process where requests for access to CMHC personal information are received from law enforcement or other government authorities?

8. SECURITY/PRIVACY COMPLIANCE

8.1 What security standards do you ascribe to (i.e., NIST, ISO, ANSI etc.)?

8.2 How often do you perform security checks, assessments, audits, and access reviews?

8.3 How often do you perform privacy impact assessments?

8.4 How will you assist CMHC during a PIA or security review (e.g., are you able to provide requirements, process documentation, participate in interviews etc.)?

8.5 Can you provide proof of compliance to privacy and security requirements (i.e., copies of PIA, ISO certifications, independent audit reports)?