



# REQUEST FOR PROPOSAL

FOR

## CMHC AGENCY OF RECORD

<p>Date issued: May 15, 2020</p> <p>Solicitation File Number: RFP000145</p>	<p>Solicitation Closes: June 10, 2020</p> <p>Inquiries: Tracy Rutherford</p> <p>Tel: (613) 748-2077</p> <p>Email: <a href="mailto:trutherf@cmhc-schl.gc.ca">trutherf@cmhc-schl.gc.ca</a></p>
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Security Classification: UNCLASSIFIED

## 1 SECTION 1 GENERAL INFORMATION

### 1.1 Overview of Section 1

The purpose of this section is to provide general information about Canada Mortgage and Housing Corporation (“CMHC”) and this Request for Proposal (“RFP”). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft Agreement, or in certain cases, are terms that are in commonly usage at CMHC.

#### 1.1.1 Definitions

CMHC	Canada Mortgage and Housing Corporation
Contractor	The successful Proponent to provide the Work
RFP	Request for Proposal
Proponents	Potential vendors submitting a proposal to the RFP
Work	All services to be performed by the Contractor

### 1.2 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.

CMHC has approximately 2,000 employees located at its National Office in Ottawa, and at five Regional Offices throughout Canada: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

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

### 1.3 Purpose of Request for Proposal

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner. CMHC has no obligation to procure any services, or to compensate any Proponent for work done other than as may be set out in a written Agreement with that Proponent.

CMHC uses an RFP to describe its requirements, ask Proponents 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 lead 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 this RFP process, proposals and Proponents are evaluated in terms of ability to satisfy the stated requirements, while providing best value to CMHC with respect to its requirements.

### 1.4 Service Providers Database

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC source list.

All Proponents must be registered with Public Works and Government Services Canada prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If Proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

## 1.5 Schedule of Events

The following schedule summarizes significant target dates for the RFP process. These dates are objectives only, and they may be changed by CMHC at its sole discretion. They shall not be considered terms or conditions under which the RFP will be conducted.

Issue Date of RFP and Question start date	May 15, 2020
Deadline for questions	May 22, 2020 at 02:00 pm Ottawa local time
Deadline for issuing addenda (answers to questions)	May 29, 2020
Submission deadline	June 10, 2020 at 02:00 pm Ottawa local time
Evaluation deadline – shortlist for Presentation(s)	June 19, 2020
Presentation(s)	June 22-26, 2020
Evaluation – lead Proponent	July 2020
Anticipated execution of Agreement	July 2020

## 1.6 Mandatory Requirements

This RFP contains mandatory requirements as identified by using “must”, “shall” and “will” throughout this RFP which denote imperative (“mandatory”). In addition, this RFP contains mandatory submission requirements and mandatory technical requirements as outlined in Section 5 – Evaluation and Selection.

Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC’s intent in issuing the RFP. In the event that CMHC elects to waive or revise a mandatory requirement, all Proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in section 2.4.

## 1.7 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP process to help ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life. To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

## 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 it be positive or negative. 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 an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as *Proponent Feedback RFP000145* to the name and address provided in Section 2.4. Any Proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4

### **1.9 Direct Deposit and Income Tax Reporting Requirement**

All payments and transfers of funds under any resulting contract will be made by means of EFT direct deposit, unless an exception is requested in the proposal and is approved prior to execution of a contract.

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to contractors of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the contractor's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The contractor will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting Agreement. Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date. The Contractor 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.

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## 2 SECTION 2 SUBMISSION INSTRUCTIONS

### 2.1 Overview of Section 2

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

### 2.2 Certificate of Submission

The Certificate of Submission, attached as Appendix A, summarizes some of the mandatory requirements set out in the RFP. As noted in Section 1.7, it is also a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the Proponent.

Should a Proponent not include the signed Certificate of Submission with its proposal, the Proponent will be notified by CMHC and will have 48 hours from the time of notification to meet this requirement.

### 2.3 Delivery Instructions and Deadline (by EBID)

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 a failure to deliver a proposal to CMHC are borne by the Proponent. CMHC will not assume those risks or responsibilities under any circumstances.

The time of delivery for the purposes of this section is deemed to be the time recorded by the CMHC system receiving the proposal, and not the time the proposal was sent by the Proponent.

**Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that Proponents submit larger proposals in multiple smaller files.**

Upon receipt of proposals, an automated confirmation will be issued by EBID 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.

**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, as they assume the risk of delays in transmission and receipt.**

#### 2.3.1 Address for Delivery

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

**[EBID@cmhc-schl.gc.ca](mailto:EBID@cmhc-schl.gc.ca)**

The subject line of the transmission must state: ***RFP000145 and company name.***

Please also indicate the number of emails submitted e.g. email 1/1 or 1/3, 2/3 and 3/3 as applicable.

#### 2.3.2 Format

Proposals may be submitted in MS Word or Adobe Acrobat PDF.

Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC and will not be considered.

### **2.3.3 Proposal Opening and Verification Period**

All EBID proposals received on or before the closing date and time specified in this RFP, will be opened for verification by CMHC. If at that time, CMHC is unable to open a proposal, the Proponent will be so advised and provided an opportunity to resubmit a version that can be opened within 2 hours of notification.

### **2.3.4 Submission Deadline**

Your proposal must be **received** at the exact location as specified in above Section 2.3.1, on or before the submission deadline set as:

**2:00 p.m. local Ottawa time, on June 10, 2020**

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

## **2.4 Inquiries**

All questions regarding this RFP must be sent by e-mail to the following contact person:

Tracy Rutherford  
[trutherf@cmhc-schl.gc.ca](mailto:trutherf@cmhc-schl.gc.ca)

Changes to this RFP document will only be effective if issued by CMHC in writing as described below. Proponents are therefore strongly cautioned to request that all clarification, direction and changes be provided in writing, as information given orally by any person within CMHC shall not be binding upon CMHC.

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all Proponents, will be answered by CMHC in writing and distributed to all Proponents by e-mail or [BuyandSell.gc.ca](http://BuyandSell.gc.ca). The identity of the Proponent making the inquiry will not be included in the response. Any questions of a proprietary nature must be clearly marked as such.

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 Proponents by e-mail.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received after the question submission deadline.

## **2.5 Communication**

During proposal evaluations, CMHC reserves the right to contact any individual Proponent in order to obtain clarification of its submission, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only, and Proponents will not be allowed to revise their proposal during this process.

## **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**

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the Proponent during the RFP process and until such time as an Agreement is negotiated and executed.

## **2.8 Changes to Proposals**

Changes to a proposal are permitted, provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted and be received no later than the submission deadline.

Any 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. Where the new proposal is intended to replace all or part of an earlier proposal, it must be accompanied by a clear statement specifying the sections of the earlier proposal that are replaced by the new proposal.

## **2.9 Multiple Proposals**

Proponents interested in submitting more than one (1) proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

## **2.10 Acceptable Alternative**

An alternative to any portion of a proposal may be submitted as an addendum to a proposal. Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

## **2.11 No Liability**

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to Proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this 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 Proposals

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

## 2.13 Ownership of Responses

All proposals and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to Proponents. Proponents are not entitled to any compensation for any work related to, or materials supplied in the preparation of their proposals.

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 are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**". Proprietary and confidential markings shall be included beside **each item or at the top of each page containing information that the Proponent wishes to protect from disclosure.**

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

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

## 2.14 Proprietary Information

Information about CMHC that is contained in this RFP document is to be considered proprietary information of CMHC. It is made available for the sole purpose of providing Proponents with sufficient information to prepare responses to the RFP. Proponents and other readers of this document may not make any other use of information contained in the RFP.

## 2.15 Corporation Identification

Proponents agree that they will not make any use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

## 2.16 Declaration with respect to Gratuities

By submitting a proposal, the Proponent certifies that no representative of the Proponent, or any individual or entity associated with the Proponent has offered or given a gratuity (e.g. an



entertainment or gift) or other benefit to any CMHC employee, Board member or Governor-in-Council appointee with the intention of obtaining favorable treatment from CMHC.

### **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 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 the conflict, potential conflict or perception that a conflict of interest exists.

The lead 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, potential or perceived, 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.

### **2.18 Declaration with respect to Bid Rigging and Collusion**

By 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 Joint Venture Responses**

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing and describe the proposed roles and responsibilities of each party.

The Proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the Proponent and CMHC will be directed through the contact person.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating entity in accordance with Section 2.2.

## **2.20 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.

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.

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### **3 SECTION 3 STATEMENT OF WORK**

#### **3.1 Overview of Section 3**

This section of the RFP is intended to provide the Proponent with the information necessary to develop a responsive 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 Statement of Work**

##### **3.2.2 Background and Objective**

CMHC is looking for qualified companies able to provide “best overall value” to CMHC for the purpose of planning, developing and implementing a number of marketing campaigns targeting priority audience segments with traditional and digital advertising.

The Proponent will support and collaborate with CMHC's Communications and Marketing team to meet business objectives and deliver maximum ROI.

With this RFP, CMHC is seeking proposals from Proponents with a proven track record in:

- Development, consultation and execution of corporate and client focused campaign strategies
- Media planning and buying and optimization
- Development of analytics, tracking and measurement
- Content marketing

The anticipated initial term of the Agreement is for two (2) years with three (3) optional one-year renewal periods.

##### **3.2.3 Scope of Work**

###### **Statement of Work**

The successful Proponent will be able to provide:

Marketing\*, Traditional and Digital Advertising

- Consultation, development and execution of strategic corporate and client focussed campaigns
- Media planning and buying and optimization
- Development of analytics, tracking and performance measurement (including ROI)
- Content marketing (SEO, email marketing, social media, etc.)
- Creative design (when required)

\*Proponents that have experience with social marketing (also referred to as cause marketing) should highlight this capability. This is a skillset that should be highlighted as it may be a focus in the coming years at CMHC.

The selected Proponent shall provide bilingual professional advice and services. As a Crown corporation with various business lines, several targeted campaigns may run at various times, in some cases concurrently. The agency will be responsible for the integration of all projects with the goal of running efficient and cohesive national campaigns by maximizing the linkages between the

individual strategies and corporate wide opportunities. Each targeted campaign will have specific audiences, and messaging that responds to the goals and objectives of the respective campaign. Audience segments for such campaigns include both consumers (B2C) and industry (B2B). Important to highlight that the priority audience for CMHC is B2B.

The selected Proponent may be required for web development services. The agency could be needed to create landing pages that would support campaign efforts. The Proponent must demonstrate a proven track record in delivering web design/development work for implementation in web content management systems. Our content management system is Sitecore. Experience using Sitecore 8/9 an asset. This includes experience and expertise in web design strategy, information design, user experience design, and creative visual design.

The services provided by the Proponent will range from the provision of strategic advice to creative services. The work will include but is not limited to the following:

- (a) Act as a strategic consultant to CMHC in all matters related to integrated marketing, advertising, social media and branding campaigns. The Proponent will develop customized strategies to raise CMHC's profile as Canada's voice on housing affordability and recommend ways to optimise CMHC's advertising budget, including the identification of the best media and sources to reach intended audiences and develop digital, traditional and social media campaigns.
- (b) The Proponent will also be called upon to provide a range of creative, production management and media services related to the creation, implementation, management and evaluation of campaigns such as social media optimization and interpretation of metrics followed by recommendations, etc.
- (c) Provide creative direction, design, copy writing, editing, translation, layout and proofing services that are consistent with the corporate strategy as well as the brand strategy and in accordance with communications and marketing best practices (e.g. writing advertisements that are search engine optimised). Provide pre-press services & coordination of printing, when required. Ensure that assets developed meet Accessibility requirements and are WCAG 2.0 AA compliant, when applicable.
- (d) Arrange for, place and optimize advertisements in the selected media and venues in a cost-effective and timely manner and in accordance with the approved media plan. Provide post placement services to confirm advertisements and other related services were carried out as per approved media plan and hit performance targets.
- (e) Evaluate and report on the effectiveness of advertisement and social media campaigns using proven and comprehensive methodology and metrics in a timely manner. At the end of the campaign, the Proponent will provide a full post campaign analysis including interpretation of metrics, performance in relation to targets and strategic recommendations.
- (f) On the instruction of CMHC, negotiate net advertising rates, and advertisement position and other terms with all media within an established budget. Ensure that CMHC receives the best cost for each insertion, the highest gross rating points (GRPs) and reach and frequency, within budget based on either net rates (as an accredited agency) or federal government rates, whichever is the lesser cost. The Proponent will also source and manage contracts with other media such as search engines, social media platforms, influencers and tools, outreach

organisations, programmatic advertisers and niches sites. When appropriate, the Proponent will seek to negotiate added value from chosen media outlets – blogs, social media shares, etc.

- (g) The Proponent is required to designate a fully bilingual (English and French) National Account Representative to manage CMHC’s contract in a responsive and effective manner.
- (h) The Proponent will be required to report on the work performed for CMHC and provide CMHC with regular reporting (weekly/bi-weekly) and quarterly and annual reports outlining all services handled or dispensed during the year. The Proponent will be responsible for ensuring that invoices for advertisements and other related services are accurate and will be responsible for submitting a monthly update on all costs (what has been billed against AOR contract to-date). The Proponent will be responsible for ensuring that the work is performed according to the deliverables described in section 3.4.
- (i) Provide input on web design as needed that is consistent with the corporate strategy as well as the brand strategy and in accordance with web development best practices (e.g. develop web pages are WCAG 2.0 AA compliant and that are compatible with Sitecore but not limited to). Provide Sitecore compatible web pages or components, when required. Ensure that assets developed meet Accessibility requirements and are WCAG 2.0 AA compliant, when applicable. Proponents should be prepared to work in partnership and collaboration with internal resources as well as other external resources to achieve successful and timely outcomes.

### **3.3 Deliverables**

#### **Strategic Plan**

The Proponent will act as a strategic consultant to CMHC in all matters related to marketing, branding, advertising and social media based on a comprehensive understanding of CMHC’s objectives/goals, needs and challenges, an analysis of the effectiveness of previous campaigns, as well as trends and best practices.

To ensure a comprehensive understanding of CMHC’s objectives/goals, needs and challenges, the Proponent will provide CMHC with a written annual strategic plan\* to be provided to CMHC on an agreed upon date. The strategic plan will include:

- A description of CMHC’s current positioning;
- Results of the environmental scan. For example, research and identification of best practices and emerging trends;
- Customised strategies to ensure CMHC is well positioned in the market place;
- Recommendations on how CMHC can leverage its brand, optimise its current practices and budget over the next year;
- Recommend the best media opportunities to reach intended audiences;
- Propose metrics to evaluate the effectiveness of the coming year’s national campaign(s);
- Analysis of the effectiveness of previous year’s campaigns.

\*The Proponent will also be called upon for strategic planning of campaigns that fall outside of the annual plan such as public awareness campaigns and the promotion of CMHC’s products and services. The proponent will be expected to help CMHC meet business objectives.

The Proponent will meet with CMHC staff on a regular basis (whether in-person or via Skype/Microsoft Teams) to receive information on CMHC's needs and concerns as well as share information on proposed plans and advertising best practices and trends.

### **Media Plan**

Develop a cost-effective media plan that includes a comprehensive, strategic and multi-channel media plan that promotes CMHC to its target audiences, in accordance with direction provided by CMHC. This media plan is to include both digital\* and traditional media, encompassing both the Corporation's brand awareness ad campaign and its in-market advertising for promotion of product, service, or expertise. This media plan should demonstrate maximum efficiency of spend and a clear ability to measure return on investment (ROI):

- Research, identify and recommend the best media and venues to advertise to reach the target audience(s);
- Submit media plan to CMHC's representative (originator) within agreed upon timelines for approval;
- Collect and analyse data on the results achieved by the approved media plan;
- Regularly report to CMHC on the effectiveness of the media plan throughout the lifecycle of the campaign;
- Submit detailed invoices with supporting documentation for the previous month's activities.

\*An SEO strategy will fall under the digital media portion of the plan.

### **Ad Creation and Production Management Services**

- Create advertisement(s), in accordance with CMHC's policies, e.g., branding policy, and ad template, to target and entice the appropriate market(s);
- Provide design, copy writing, editing, translation, layout and proofing services that are consistent with best practices and the approved media plan;
- Submit all copy and layouts to CMHC's representative for the purpose of proofing and finalizing the advertisement prior to placement;
- Produce sets of creative for A/B testing.

### **Ad Placement**

- Arrange for, place and optimize advertisements in the selected media and venues in a timely manner and in accordance with the media plan;
- Provide confirmation to CMHC representative that the advertisement has been placed in accordance with the media plan and in compliance of relevant laws, regulations and policies;
- Work collaboratively with CMHC teams and social media marketing reps to target, optimize and report on efforts,
- Share and leverage CMHC's pixel/insight tags for tracking and remarketing
- Submit proof of placement;
- Place sets of creative for A/B testing,
- Share access to social media advertising accounts in platform (i.e. Facebook Business Manager, LinkedIn Marketing Solutions, etc.).\*

\*Community management may be required occasionally, should internal resources be limited.

## **Evaluation**

The Proponent shall:

- Develop media analytics and execute a tracking and measurement/ROI process
- Meet targets and objectives and demonstrate campaign success
- Monitor the various media tactics, analyze their effectiveness and propose modifications as required.

The Proponent shall provide CMHC with a written post-campaign analysis report within 10 days of campaign's end date.

## **Contract Administration Services**

The Proponent shall appoint a fully bilingual National Account Representative to manage CMHC's contract. The National Account Representative will:

- Act as the central point of contact for all aspects of CMHC's contract, including billing and reporting;
- Report regularly to CMHC on matters of contract administration and implement any direction or instructions provided by CMHC.
- Manage provision of advertising/marketing services to CMHC and ensure the Proponent's compliance with the contract;
- Be accessible from 8:00 am to 5:00 pm Eastern time on business days;
- Ensure service requests received from CMHC are appropriately handled;
- Provide CMHC with quarterly and annual reports outlining all services handled or dispensed during the year;
- Work with CMHC to establish procedures to maximize the efficient administration of CMHC's contracts.
- Upon termination of the contract, provide transitional assistance as requested to allow for the transfer of services or work product to CMHC or another service provider.

### **3.4 CMHC Data**

The purpose of this section is to set out the Proponent's obligations in respect of the technology, the property, CMHC information, CMHC intellectual property rights, CMHC developments and/or CMHC confidential information ("CMHC Data") residing on the Proponent's network or for which the Proponent has access, custody or control.

CMHC Data must reside in Canada. All CMHC Data and information that is migrated, archived, backed up, stored on media, created and or associated to the Work will reside and remain the property of CMHC at all times and as such will be required to be encrypted based on Government of Canada security requirements. The format of the data must remain in its native format and must not be converted to a proprietary format as CMHC must have the ability to access its data at any time.

## **4 SECTION 4 PROPOSAL REQUIREMENTS**

### **4.1 Overview of Section 4**

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

#### Response Item

- 4.3 Covering Letter
- 4.4 Table of Contents
- 4.5 Executive Summary
- 4.6 Proponent's Qualifications
- 4.7 Response to Statement of Work
- 4.8 Project Management Plan
- 4.9 Financial Information
- 4.10 Other Information
- 4.11 Pricing Proposal

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.

Requirements for each Response Item are detailed below.

### **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 number by phone, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the contract.

#### **4.4 Table of Contents** **Mandatory**

The Proponent shall include a table of contents using the response item headings and numbering system identified in this section 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 (ie innovations, cost-saving opportunities, etc.)
- (b) A brief statement of the Proponent's qualifications to meet the needs of CMHC.



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#### **4.6 Proponent's Qualifications** **Mandatory**

The Proponent's proposal shall include information about the Proponent's qualifications as follows:

- (a) A description of the firm, its age, organization, number of full-time employees and service specialization.
- (b) Demonstrated experience providing integrated multi-channel campaigns to similar clients (e.g. large Corporations with a national presence in both the B2B and B2C space)
- (c) Demonstrated experience providing advertising services to similar clients (e.g. large Corporations with a national presence in both the B2B and B2C space)
- (d) Demonstrated experience providing social media services to similar clients (e.g. large Corporations with a national presence in both the B2B and B2C space)
- (e) Resumés (or equivalent) for all project personnel, including subcontractors, if any. It is important and mandatory to highlight who would be assigned to work with CMHC.
- (f) References: A list of no less than two contracts of a similar size and scope which the Proponent currently holds or has held over the past 24 months. For each contract, the following information: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the Proponent.
- (g) How the firm plans on ensuring delivery of services in both languages
- (h) Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?
- (i) Demonstrated experience with Indigenous Communities and Newcomers to Canada considered an asset. Experience working on Social/Cause Marketing and Recruitment/Talent Acquisition campaigns considered an asset. Experience working in the housing, housing finance, real estate/development industry considered an asset. Government experience is not essential but should be highlighted if applicable.

#### **4.7 Response to Statement of Work** **Mandatory**

In this section, the Proponent shall provide detailed information relative to the specifications listed in Section 3, The Statement of Work. The following lists some of the elements of the statement of work for which a Proponent must respond. This list is not to be considered exhaustive of all elements required.

The Proponent shall demonstrate its experience in providing advertising services similar to that required by CMHC in this proposal. The Proponent is required to submit a written proposal describing how each of the specifications listed in Section 3.3, The Statement of Work, will be met.

- Demonstrated understanding of the scope of work and relevant agency experience.
- Understanding of the scope of the overall project and steps to be taken to deliver on deliverables being sought.
- Previous experience in the development and execution of integrated national marketing campaign strategies.
- Strategic media plan approach and methodology for the delivery of a twelve month campaign that effectively meets CMHC's objectives.

- Demonstrate social media expertise from strategic direction to media buying and channel optimization.

#### **4.7.1 Samples of Previous Work**

Additionally, the Proponent shall demonstrate its ability to provide the type of services required by CMHC as outlined in Section 3 by describing two (2) digital national global advertising campaigns including results and two (2) target audience specific social media campaigns using both organic and sponsored content and engagement opportunities including results developed, implemented, managed and evaluated in the past two years from the closing date of this RFP.

For each of the campaigns, please provide references including the following detail:

- identify the client;
- provide a client contact with contact information such as telephone number, e-mail address, etc.;
- provide the month and year that the campaign was developed;
- outline the role of the Proponent;
- outline the objective(s) and strategy of the campaign;
- identify the target audience(s);
- identify the media used and the rationale;
- provide samples of the advertisements (including banners) if possible;
- provide samples of products that have Accessibility applied, if possible;
- specify the metrics used to evaluate the effectiveness of the campaign, the results achieved and the means used to capture the data.

CMHC places great importance on results and evidence-based decision-making. The Proponent's samples of work should have a heavy focus on reporting and metrics and should demonstrate how performance is measured and reported.

#### **4.8 Project Management Plan Mandatory**

The Proponent shall describe its project management plan including:

- (a) Project Management Approach. The Proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The Proponent shall describe its approach to quality control including:
  - details of the methods used in ensuring quality of the work, and
  - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The Proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (d) Work Schedule. The Proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The Proponent shall describe and explain
  - its interface points with CMHC
  - all interface mechanisms, and
  - how interface issues and difficulties will be resolved

**4.9 Financial Information****Mandatory****4.9.1 Credit Check**

Sole proprietorships and partnerships shall provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required.

**4.9.2 Financial Capacity**

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.

**4.10 Other**

The Proponent may provide other relevant information here, but is not obligated to.

**4.11 Pricing Proposal****Mandatory**

The Proponent must provide a response relative to the pricing of its proposed solution.

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 and will be paid by CMHC.

The Proponent must submit a fixed (firm) price (as per Appendix C). In addition, the Proponent must submit pricing information that indicates how the fixed price was calculated, referencing the following:

**Provision of strategic advice:**

- Development of strategic advertising plan.
- Provision of recommendations to CMHC representatives on how to achieve business objectives.
- Semi-annual meetings with CMHC representatives.

**Creative, Production Management and Media Services:**

- Development of media plan, including researching, identifying and recommending media and venues where ad should be placed to reach intended audiences.
- Creation of advertisements (i.e. creative direction, design, copy writing, editing, translation, layout, proofing & pre-press services).
- Ad placement services, including confirmation to CMHC representative that the advertisement has been placed as per the approved media plan.
- Post-campaign analysis report within 10 days of global campaign's end date.
- Paid social media optimization.

The Proponent agrees that it shall forward on to CMHC for reimbursement all expenses incurred for the provision of advertising services at cost without mark-up and including any discounts. Any media purchasing activity done on behalf of CMHC will be done on a fee for service basis and all media buy discounts will be passed on to CMHC. CMHC does not pay commissions on advertising or advertising services.

The GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor and will be paid by CMHC.

**4.12 Travel**

All travel costs are to be included in the total price for the proposed solution. The Proponent is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under the resulting Agreement, unless otherwise agreed by CMHC. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Proponent to perform the Work, and that are reasonable and comparable to costs allowed under CMHC Travel Policy.

## 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 an Agreement.

CMHC commits to conducting the evaluation process in a fair and objective manner and treating all Proponents equitably. To this end, it has set out detailed terms and conditions and evaluation criteria which will be applied uniformly to all Proponents.

**CMHC intends to conduct the RFP process such that the proposal that represents the best value to CMHC, based on its operational requirements, is selected. The lowest cost proposal will not necessarily be selected. CMHC reserves the right to reject any or all proposals in whole or in part on the basis of this principle.**

### 5.2 Limitation of Damages

The Proponent, by submitting a proposal and subject to section 2.11, agrees that under no circumstances will it claim damages in excess of the reasonable costs incurred by the Proponent in preparing its proposal. The Proponent waives any claim for loss of profits or other indirect or special damages.

### 5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" 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

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order 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.

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 the Evaluation Table, Appendix "B". Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

A proposal must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation. A maximum of three (3) Proponents (the number of which is to be determined by CMHC at its sole discretion), who scored the highest will be shortlisted to the presentation stage.

## 5.5 Presentation

The shortlisted Proponents will be invited to make a presentation and introduce the proposed resource(s) to CMHC (the “Presentation”) in person on-site CMHC or, based on CMHC's availability, via Skype video conferencing. The purpose of the Presentation is to allow the Proponents to address the major elements of their proposal, to allow a committee of CMHC employees (the “Evaluation Team”) to obtain any required clarification based on a set of pre-defined questions and to allow members of the Evaluation Team to interact directly with the proposed resource(s). The Presentations will last no more than one (1) hour. At its discretion, the Evaluation Team may ask a panel of CMHC employees (advisors without a vote) to participate in the Presentation.

## 5.6 Scoring by the evaluation committee

The following scoring matrix has been developed to assist the evaluation team in the scoring process:

Score	Evaluation Conclusion	Description
10	Complete and clear description provided that exceeds the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the requirement.	Outstanding
9	Complete and clear description provided of the Proponent’s ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the requirement.	Excellent
7-8	Above average description provided of the Proponent’s ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the requirement.	Very Good
5-6	Average description provided of the Proponent’s ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the requirement.	Good
3-4	Weak information was provided with only a partial description of the Proponent’s ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the requirement.	Fair
1-2	Very limited information was provided to assess the Proponent’s ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the requirement.	Unsatisfactory
0	Little or no information provided to assess the Proponent’s ability to meet the criteria.	No Response

Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing which will be evaluated as described in Appendix C.

## **5.7 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 4.9 of this RFP.

## **5.8 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.

Announcement of the successful Proponent will be made to all Proponents following the signing of a contract.

## APPENDIX A - Certificate of Submission

\_\_\_\_\_  
hereby:  
Company Name

\_\_\_\_\_  
Procurement Business Number (PBN)

1. 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 an agreement;
2. Agrees to comply with all of the draft agreement mandatory clauses in an unaltered form as stated;
3. 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 RFP;
4. Offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2.7 of the RFP;
5. Certifies that, at the time of submitting this proposal, 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;
6. Represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
7. 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;
8. Certifies that this proposal was independently arrived at, without collusion;
9. 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 an agreement or favourable treatment under an agreement;
10. Authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
11. 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;
12. (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);
13. Agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement;
14. 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
15. 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.



**APPENDIX B - EVALUATION TABLE**

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<u>Proponent's Qualifications</u> (Section 4.6) <ul style="list-style-type: none"> <li>▪ Description of the firm</li> <li>▪ Demonstrated experience providing advertising services</li> <li>▪ Demonstrated experience providing social media services</li> <li>▪ Demonstrated experience providing digital media services (Google, Programmatic, SEO, email marketing)</li> <li>▪ Resumes and job descriptions</li> <li>▪ List of references</li> <li>▪ How the firm plans on ensuring delivery of services in both languages</li> <li>▪ Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?</li> <li>▪ Demonstrated experience with Indigenous Communities an asset</li> <li>▪ Demonstrated experience with Newcomers to Canada an asset</li> <li>▪ Demonstrated experience with talent acquisition/recruitment advertising as asset</li> <li>▪ Demonstrated experience with social/cause marketing an asset</li> <li>▪ Demonstrated experience with Federal Government/Crown Corporations an asset</li> <li>▪ Demonstrated experience working in the housing, housing finance, real estate/development industry an asset</li> </ul>	10		70	
<u>Response to Statement of Work</u> (Section 4.7) <ul style="list-style-type: none"> <li>▪ Demonstrated understanding of the scope of work and relevant agency experience.</li> <li>▪ Understanding of the scope of the overall project and steps to be taken to deliver on deliverables being sought.</li> <li>▪ Previous experience in the development and execution of integrated national marketing campaign strategies – talent</li> </ul>	35		245	

<p>acquisition/recruitment, Indigenous work and social/cause marketing considered an asset.</p> <ul style="list-style-type: none"> <li>▪ Strategic media plan approach and methodology for the delivery of a twelve-month campaign that effectively meets CMHC’s objectives and demonstrates ROI/performance.</li> <li>▪ Demonstrate social media expertise from strategic direction to media buying and optimization.</li> </ul>				
<p><u>Samples of Previous Work</u> (Section 4.7.1)</p> <ul style="list-style-type: none"> <li>▪ Description of two (2) digital national global advertising campaigns including results</li> <li>▪ Description of two (2) social media campaigns using both organic and sponsored content including results</li> </ul> <p><i>Campaigns are to have been developed, implemented, managed and evaluated in the past two years from the closing date of this RFP. References are to be provided.</i></p>	15		105	
<p><u>Project Management Plan</u> (Section 4.8)</p> <ul style="list-style-type: none"> <li>▪ Project Management approach</li> <li>▪ Quality Control methods and mechanisms</li> <li>▪ Status Report methodology</li> <li>▪ Work Schedule</li> <li>▪ Interface with CMHC, points, mechanisms, resolution process</li> </ul>	10		70	
<p><u>Pricing Proposal</u> (Section 4.11)</p> <p>Fee Structure for following services:</p> <ul style="list-style-type: none"> <li>▪ Provision of strategic advice</li> <li>▪ Creative development (creative direction, layout, coordination etc.)</li> <li>▪ Production management</li> <li>▪ Media planning (planning, research, negotiation, coordination, etc.)</li> <li>▪ Copy writing (including translation)</li> </ul>	30			
<b>TOTALS</b>	100			
<b>Pitch Presentation</b>	Yes	No		

## APPENDIX C – PRICING FORM

### 1. Instructions on how to complete pricing form

- a. Rates shall be provided 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.
- b. Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all costs for translation of all materials, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- c. Travel expenses are considered separate expenses and will be reimbursed in accordance with CMHC's Travel Policy.
- d. Section 3.3 Other related services. Proponents may outline other related services available to CMHC on an optional basis. This table will not be used for evaluations.

### 2. Evaluation of pricing

Pricing is worth 30% of the total score.

Pricing form (Appendix C) will be used for evaluation of the pricing.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{Lowest Total Price} \div \text{Proponent's Total Price} \times \text{weighting} = \text{Proponent's pricing points}$$

### 3. Pricing Form

Pricing Proposal (Section 4.11)

<b>PROVISION OF STRATEGIC ADVICE</b>				
<b>Activity</b>	<b>Suggested Resource Type (ie Account Manager, Copywriting, Strategist, etc)</b>	<b>Estimated hours</b>	<b>Rate/hour</b>	<b>Total</b>
<ul style="list-style-type: none"> <li>▪ Development of strategic advertising plan.</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Provision of recommendations to CMHC representatives on how to achieve business objectives.</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Semi-annual meetings with CMHC representatives.</li> </ul>				
<b>CREATIVE, PRODUCTION MANAGEMENT AND MEDIA SERVICES</b>				
<b>Activity</b>	<b>Suggested Resource Type (ie Account Manager, Copywriting, Strategist, etc)</b>	<b>Estimated hours</b>	<b>Rate/hour</b>	<b>Total</b>
<ul style="list-style-type: none"> <li>▪ Development of media plan, including researching, identifying and recommending media and venues where ad should be placed to reach intended audiences.</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Creation of advertisements (i.e. creative direction, design, copy writing, editing, translation, layout, proofing &amp; pre-press services).</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Ad placement services, including confirmation to CMHC representative that the advertisement has been placed as per the approved media plan.</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Evaluation/measurement/monitoring of media tactics.</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Bilingual contract administration services</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Post-campaign analysis report within 10 days of global campaign's end date.</li> </ul>				
<ul style="list-style-type: none"> <li>▪ Paid social media optimization.</li> </ul>				
<b>TOTAL COST FOR ALL SERVICES</b>				
The Proponent may outline any other related services which are optional to CMHC based on the Statement of Work provided in Section 3				
<b>Cost of other related services</b>				
<b>Service(s) description</b>	<b>Suggested Resource Type</b>	<b>Estimated hours</b>	<b>Rate/hour</b>	<b>Total</b>

## APPENDIX D - DRAFT AGREEMENT

### Overview

Included in this Appendix D 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.

### DRAFT AGREEMENT

CMHC FILE No. [Click here to enter text.](#)

### 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**                            [Click here to enter text.](#)

(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 advertising, marketing and strategic support in accordance with the Statement of Work attached as Appendix “A” (the “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 A complete list of CMHC sites to be serviced is provided in the RFP and shall form part of this Agreement.

## **Article 2.0 - Term of the Agreement**

- 2.1 The term of the Agreement shall be for a period of 2 years commencing on August 1, 2020 and ending on July 31, 2022 (the “Initial Term”).

- 2.2 This Agreement may be extended, at the sole discretion of CMHC, for three (3) additional one (1) year periods (the “Extension Term”), not to exceed a cumulative total of five (5) years including the Initial Term.

- 2.3 Termination

### ***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.

### ***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:

1. 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;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. 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
4. 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.

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

### ***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.

### ***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.

## **2.4 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 fees attached as Schedule B. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ \**ibid*\* for Services provided during the Initial Term of the Agreement.
- 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.

Any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

### **3.4 Invoicing**

The Contractor shall submit detailed invoices to CMHC for every phase and/or milestone completed during the Term, 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 must make reference to this Agreement by quoting CMHC file number **\*\*td\*\***.

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.

#### **3.5.1 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.

#### **3.5.2 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 contractors of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from contractors, 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 Vendor Information Form 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.

### **3.6 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**

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.

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.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, or other competent authority, the Contractor 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 Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

### **4.3. 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**

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 following policies of insurance;

The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.

##### **A) 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 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.

##### **B) Professional/Miscellaneous (Errors & Omissions ) Liability**

Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Contractor, its agents or employees in the performance of services. 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.

##### **C) Media Errors & Omission Liability**

Media Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence. This policy shall include personal injury (libel, slander), advertising injury & invasion of privacy, infringement of property rights, infringement of copyright, trademark, title, slogan, misappropriation and plagiarism, errors & omission liability, negligent transmission of a computer virus or malicious code in media, breach of agreement to maintain the confidentiality of sources, blanket contractual liability and contractors liability to include operations of independent contractors

##### **D) Other Conditions**

If there are material changes in the scope of Services provided under 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 insurance clause 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 Certificate 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 insurance clause. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends

to make or has made a material change to, any insurance referred to in this insurance clause. 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. Final Report**

Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,

- (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
- (ii) policy recommendations and supporting materials shall be attached as appendices; and
- (iii) the report shall stipulate that the copyright remains with CMHC.

Upon request, the Contractor will supply, an executive summary of the main findings and recommendations of the final report and a copy of the report in any standard format that CMHC may prescribe, in accordance with CMHC's information technology requirements.

#### **4.15. Publication**

In the case of a report that is in the nature of a research report, CMHC is under no obligation to publish all or part of the final report. CMHC has the right to edit or publish the final report, in part or in its entirety and shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication. CMHC may, at its discretion, delete references to the Contractor in the edited version of the final report.

Where the Contractor wishes to publish the final report or its associated materials, the Contractor must request written permission from CMHC to publish all or part of the final reports. The Contractor must also acknowledge the ownership of copyright by CMHC and, if requested by CMHC must include the following disclaimer:

“This project was funded (*or partially funded*) by Canada Mortgage and Housing Corporation (CMHC), but the views expressed are the personal views of the author(s). CMHC makes no representations as to the accuracy or fitness of the contents for any particular purpose.”

#### **4.16. Official Languages**

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The Contractor agrees to take any measures necessary to ensure compliance with the *Act* and those policies. When providing services to or communicating with CMHC employees, in person, over the phone or in writing (including electronic correspondence), the Contractor must actively offer bilingual services

in and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available services in either English or French. 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.

#### **4.17. Access to CMHC Property and Security Clearance**

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 onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

CMHC may require employees of the Contractor to be security cleared in order to permit them access to CMHC premises when and if required. If they are not security cleared, the Contractor or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this Agreement.

#### **4.18. 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.

#### **4.19. 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.

#### **4.20. 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.

**4.21. Key Persons and Assigns**

If specific individuals are identified in the Agreement to perform the Services or any part thereof, the Contractor shall provide the Services of those individuals unless the Contractor is unable to do so for reasons beyond its reasonable control.

If the Contractor is unable to provide the Services of any specific individual identified in the Agreement, it shall, as soon as possible, give notice to CMHC of the reason rendering it is unable to do so and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval.

The Contractor shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in the Agreement to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the Contractor shall immediately comply with the order and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval. The fact that CMHC does not order that any individual stop performing the Services does not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

**4.22. Closure of CMHC Offices or Suspension of Operations**

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the 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.

**4.23. 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.

**4.24. 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.

**4.25. Binding**

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



## Article 5.0 - Agreement Administration

### 5.1 Notices

**Purchase Order-** CMHC will issue a Purchase Order (PO) for every purchase under this contract. The Contractor must receive a CMHC PO before beginning to deliver goods or services under this contract.

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](mailto:accountspayable@cmhc-schl.gc.ca). Failure to do so may result in delays of payment.

Notices issued under this Agreement shall be in writing and shall be forwarded via e-mail to the following contract administrators:

(a) To CMHC at the following address:

**Canada Mortgage and Housing Corporation**

Name [Click to enter text](#)

Title [Click to enter text](#)

700 Montreal Road, Ottawa, Ontario

K1A 0P7

Phone: 613-[xxx-xxxx](#)

Email: [xxxxxxxx](#)@cmhc-schl.gc.ca

(b) To the Contractor at the following address:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

Phone: [Click here to enter text.](#)

E-mail: [Click here to enter text.](#)

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.

## 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 [Click here to enter text.](#);
- (b) CMHC's Request for Proposal dated May 15, 2020;
- (c) The Contractor's submitted Proposal dated [Click here to enter text.](#); 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**

[Click here to enter text.](#)

\_\_\_\_\_  
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**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK**

**To be completed and agreed upon with successful Proponent.**

**Draft Agreement - SCHEDULE "B" - FEES**

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, CMHC shall pay the Contractor the fees identified below (plus applicable taxes).

**To be completed and agreed upon with successful Proponent.**