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# **REQUEST FOR STANDING OFFER (RFSO)**

**For**

## **CONSULTING SERVICES FOR TAXATION AND ACCOUNTING**

Request for Standing Offer No.:	<b>RFSO-000548</b>
Issued:	<b>May 27, 2021</b>
Submission Deadline:	<b>June 24, 2021 at 2:00 pm Ottawa local time</b>
Address Inquiries to RFSO Contact:	<b>Tracy Rutherford</b>
Email RFSO Contact:	<b><a href="mailto:trutherf@cmhc-schl.gc.ca">trutherf@cmhc-schl.gc.ca</a></b>

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# PART 1 – SUBMISSION INSTRUCTIONS

## 1.1 OBJECTIVE OF THIS RFSO

Canada Mortgage and Housing Corporation (“CMHC”) is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development, and Minister responsible for CMHC.

CMHC has 2,000 employees located at its National Office in Ottawa, and at various business centres throughout Canada.

With this Request for Standing Offer (“RFSO”), CMHC is seeking prospective respondents with knowledge and experience in the financial services’ sector, including areas such as mortgage insurance, financial instruments, loans, borrowings and securitization, and the government sector, to provide services as described further in Appendix C.

The RFSO is comprised of two streams of work. Respondents may submit responses for one or both of these streams, and depending on the results of the evaluation, respondents may be selected to be listed in more than one consulting services stream.

Stream 1: Income and commodity tax  
Stream 2: Accounting and related matters

With the completed RFSO process, CMHC will issue contract(s) (“Call-up(s)”) against the resulting Master Agreement detailing the exact level of services they wish to order at a particular time during the effective period of the Master Agreement. Please refer to Sections 1.3 – *Master Agreement* and 1.4 *Call-up Process* below.

## 1.2 RFSO CONTACT

For the purposes of this procurement process, the “RFSO Contact” will be:

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

Respondents and their representatives are not permitted to contact any employees, officers, agents, appointed officials or other representatives of CMHC, other than the RFSO Contact, concerning matters regarding this RFSO. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

## 1.3 MASTER AGREEMENT

Selected respondents will be invited to enter into a Standing Offer (“SO”) in the form set out in Appendix D (the “Master Agreement”), which will govern the potential subsequent provision of the scope of work and deliverables (collectively the “Deliverables”) pursuant to the second stage process (“Call-up Process”). The term of the Master Agreement is to be for a period of five (5) years with an option to extend the Master Agreement on the same terms and conditions for an additional three (3) + two (2) year periods (the “Term”). Selected respondents who have signed the Master Agreement are hereinafter referred to as the “SO Holder”.

## 1.4 CALL-UP PROCESS

Call-ups will be made by CMHC under the SO Master Agreement and must be for Deliverables included in the SO Master Agreement at the prices and in accordance with the terms and conditions specified in the SO Master Agreement. CMHC does not guarantee that any selected SO Holder will be awarded a Call-up. Call-up(s) may be issued on an as-and-when required basis as per the process outlined below.

### 1. Direct Call-up(s)

CMHC may issue a direct Call-up for an individual requirement to any SO Holder up to CAD\$100,000.00 total contract value. A SO Holder may not receive multiple Call-ups for individual requirements of the same good and/or service (“contract splitting”) exceeding the total of CAD\$100,000.00 within 12 months.

Alternatively, CMHC may invite two (2) or more SO Holders to provide a proposal for individual requirement prior to issuing a direct Call-up.

### 2. Rotational basis

- a. For any contract values of an individual requirement between CAD\$100,001.00 and CAD\$400,000.00, two (2) SO Holders, at a minimum, qualified in the applicable stream, are to be invited to provide a proposal for the individual requirement.
- b. For any contract values of an individual requirement exceeding CAD\$400,001.00 all SO Holders qualified in the applicable stream are to be invited to provide a proposal for the individual requirement.

The SO Holder must not perform any work or services in response to Call-ups which would cause the total cost to CMHC to exceed the said sum, unless an increase is pre-authorized by CMHC.

## 1.5 RFSO TIMETABLE

Issue Date of RFSO	May 27, 2021
Deadline for Questions	June 3, 2021 at 2:00 pm Ottawa time
Deadline for Issuing Addenda	June 10, 2021
Submission Deadline	June 24, 2021 at 2:00 pm Ottawa time
Evaluation	July 2021
Anticipated Execution of Master Agreement	July 2021

The RFSO timetable is tentative only and may be changed by CMHC at any time. Changes will be communicated in accordance with Section 3.2.2.

## 1.6 SUBMISSION OF RESPONSES

### 1.6.1 Procurement Business Number

CMHC utilizes the Supplier Registration Information (SRI) database maintained by Public Works and Government Services Canada as the Official CMHC source list. All respondents must be registered with Public Works and Government Services Canada prior to submitting a response. The Procurement Business Number (PBN) provided by this registration must be included with the

respondent's response. If respondents 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>

### **1.6.2 Responses to be submitted at the prescribed location**

Response submissions must be emailed to CMHC's electronic bid submission system (EBID) to the address indicated below:

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

Responses sent to any other e-mail address will not be considered.

Please be advised that EBID has a size limitation of 10 MB. Respondents may submit their response in multiple smaller files indicating the number of emails submitted (for example: email 1/3, 2/3, 3/3) in the body of the email.

Upon receipt of responses an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that respondents follow up with the RFSO Contact should they not receive said confirmation within thirty (30) minutes of submission.

### **1.6.3 Responses to be submitted on time**

Responses must be submitted pursuant to Section 1.6.2 above and on or before the submission deadline:

**June 24, 2021 at 2:00 pm Ottawa local time**

Responses submitted after the submission deadline will be rejected. CMHC does not accept any responsibility for responses delivered to any other location or by any other means by the respondent. Respondents are advised to make submissions well before the Submission Deadline. Respondents making submissions near the deadline do so at their own risk. Responses will be deemed to be received when they enter into CMHC's EBID system and CMHC accepts no responsibility for responses sent prior to the deadline that fail to enter into CMHC's EBID system by the deadline.

### **1.6.4 Responses to be submitted in prescribed manner**

Respondents must submit their response to the Submission Location provided under Section 1.6.2. Responses are to be prominently marked with the **RFSO title and number** (see RFSO cover) **in the subject line**, and with the full legal name and return address of the respondent in the body of the email.

Files are to be submitted in Microsoft or pdf format and named in the order as follows:

**RFSO-000548, Respondent Name, Stream #**

**Note:** Rich Text formatted or compressed (zipped) documents cannot be opened by CMHC.

### **1.6.5 Amendment of responses**

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment by email prominently marked with the RFSO title and number and the full legal name and return address of the respondent to the Submission Location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

### **1.6.6 Withdrawal of responses**

At any time throughout the RFSO process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSO Contact and must be signed by an authorized representative of the respondent. CMHC is under no obligation to return withdrawn responses.

### **1.6.7 Validity period of responses**

It is a deemed condition of every response that the terms of the response including all terms relating to pricing, shall remain valid and binding on the respondent for the duration of the RFSO process.

[End of Part 1]

## **PART 2 – EVALUATION AND SELECTION**

### **2.1 STAGES OF EVALUATION**

CMHC will conduct the evaluation of responses in the following three (3) stages:

#### **2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS**

Stage I will consist of a review to determine which responses comply with the mandatory submission requirements. The mandatory submission requirements are set out in Section G of the in Appendix C. Only respondents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A (Mandatory technical requirements).

#### **2.1.2 STAGE II – EVALUATION**

Stage II will consist of the following two sub-stages:

##### **A. Mandatory technical requirements**

CMHC will review the responses to determine whether the mandatory technical requirements of the Deliverables set out in Section H of the RFSO Specifications (Appendix C) have been met. Questions or queries on the part of CMHC as to whether a response has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Only respondents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B (Rated criteria).

##### **B. Rated criteria**

CMHC will evaluate each qualified response on the basis of the rated criteria as set out in Section J of the RFSO Specifications (Appendix C).

#### **2.1.3 STAGE III – PRICING**

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix B).

### **2.2 RANKING AND SELECTION**

Based on the evaluation of the responses in Stage II and III, the **five (5) top-ranked respondents per stream, who meet the minimum upset score** will be selected to enter into a Master Agreement for inclusion on a prequalified supplier list for eligibility to participate in potential Call-up Processes for the procurement of the Deliverables.

Stream 1: Income and commodity tax

Stream 2: Accounting and related matters

In the event of a tie in the eligible rankings, both respondents will be selected. The qualified respondents will be ranked in descending order by total score achieved combining the scores of Stage II and Stage III.

## 2.3 NOTIFICATION OF QUALIFYING RESPONDENTS

The respondents selected by CMHC to enter into the Master Agreement in accordance with the process set out in *Part 2 – Evaluation and Selection* will be so notified by CMHC in writing. Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section I of the RFSO Specifications (Appendix C) and to enter into the Master Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

## 2.4 SCORING BY THE EVALUATION TEAM

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

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

Partial scores (for example 1.5, 2.5, 3.5 and so on) may be assigned. 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 B – Pricing Form.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFSO PROCESS**

### **3.1 GENERAL INFORMATION AND INSTRUCTIONS**

#### **3.1.1 Respondents to follow instructions**

Respondents should structure their responses in accordance with the instructions in this RFSO. Where information is requested in this RFSO, any response made in a response should reference the applicable section numbers of this RFSO.

#### **3.1.2 Responses in either official language**

The respondent's response may be submitted in English or French.

#### **3.1.3 No incorporation by reference**

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

#### **3.1.4 References and past performance**

In the evaluation process, CMHC will include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with CMHC.

#### **3.1.5 Information in RFSO only an estimate**

CMHC makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFSO or issued by way of addenda. Any quantities shown or data contained in this RFSO or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables.

#### **3.1.6 Respondents to bear their own costs**

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Response to be retained by CMHC**

CMHC will not return the response or any accompanying documentation submitted by a respondent.

#### **3.1.8 Trade agreements**

Respondents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFSO.

#### **3.1.9 No guarantee of volume of work or exclusivity of contract**

This RFSO process will not result in any commitment by CMHC to purchase any goods or services from any respondent, and CMHC is under no obligation to proceed with any Call-up Process for the procurement of the Deliverables. CMHC makes no guarantee of the value or volume of the

Deliverables that may be required over the term of the Master Agreement. Neither the Master Agreement, nor any agreement entered into pursuant to the Call-up Process, will be an exclusive contract for the provision of the Deliverables. CMHC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.10 Ongoing opportunity for qualification**

At CMHC's discretion, a notice may be posted on the Governments electronic tendering system <https://buyandsell.gc.ca> to allow new suppliers to become qualified. Existing qualified respondents, who have been issued a Master Agreement, will not be required to submit a new response.

## **3.2 COMMUNICATION AFTER ISSUANCE OF RFSO**

### **3.2.1 Respondents to review RFSO**

Respondents should promptly examine all of the documents comprising this RFSO, and may direct questions or seek additional information in writing by email to the RFSO Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFSO Contact. CMHC is under no obligation to provide additional information, and CMHC will not be responsible for any information provided by or obtained from any source other than the RFSO Contact. It is the responsibility of the respondent to seek clarification from the RFSO Contact on any matter it considers to be unclear. CMHC will not be responsible for any misunderstanding on the part of the respondent concerning this RFSO or its process.

### **3.2.2 All new information to respondents by way of addenda**

This RFSO may be amended only by addendum in accordance with this section. If CMHC, for any reason, determines that it is necessary to provide additional information relating to this RFSO, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSO and may contain important information, including significant changes to this RFSO. Respondents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-deadline addenda and extension of submission deadline**

If CMHC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CMHC may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, clarify and supplement**

When evaluating responses, CMHC may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section H of the RFSO Specifications (Appendix C). CMHC may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

### **3.3 NOTIFICATION AND DEBRIEFING**

#### **3.3.1 Notification to other respondents**

Once the selected respondents and CMHC have entered into a Master Agreement, the other respondents will be notified of the outcome of the RFSO process.

#### **3.3.2 Debriefing**

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSO process. All requests must be in writing to the RFSO Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFSO process or its outcome.

Debriefings will be provided in writing.

#### **3.3.3 Procurement protest procedure**

If a respondent wishes to challenge the RFSO process, it should provide written notice to the RFSO Contact in accordance with Section 3.7 of this RFSO. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

### **3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

#### **3.4.1 Conflict of Interest**

CMHC may disqualify a respondent for any conduct, situation or circumstances determined by CMHC, in its sole and absolute discretion, that constitute a "Conflict of Interest", as defined in the Submission Form (Appendix A).

#### **3.4.2 Disqualification for prohibited conduct**

CMHC may disqualify a respondent or terminate any contract subsequently entered into if CMHC determines that the respondent has engaged in any conduct prohibited by this RFSO.

#### **3.4.3 Prohibited respondent communications**

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

#### **3.4.4 Respondent not to communicate with media**

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSO or any agreement entered into pursuant to this RFSO without first obtaining the written permission of the RFSO Contact.

#### **3.4.5 No lobbying**

Respondents must not, in relation to this RFSO or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful respondent(s).

### **3.4.6 Illegal or unethical conduct**

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other representatives of CMHC; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

### **3.4.7 Past performance or past conduct**

CMHC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted a Conflict of Interest.

## **3.5 CONFIDENTIAL INFORMATION**

### **3.5.1 Confidential information of respondent**

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CMHC. The confidentiality of such information will be maintained by CMHC, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFSO process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSO, questions are to be submitted to the RFSO Contact.

## **3.6 PROCUREMENT PROCESS NON-BINDING**

### **3.6.1 No Contract A and no claims**

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the principles of law applicable to commercial negotiations. For greater certainty and without limitation:

- (a) this RFSO will not give rise to any Contract A-based concept or any other similar legal concepts or principles that may be applicable to the procurement process; and
- (b) neither the respondent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

### **3.6.2 No legal relationship or obligation**

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and CMHC by this RFSO process.

### **3.6.3 Cancellation**

CMHC may cancel or amend the RFSO process without liability at any time.

### **3.7 GOVERNING LAW AND INTERPRETATION**

The Terms and Conditions of RFSO Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

# APPENDIX A – SUBMISSION FORM

## 1. RESPONDENT INFORMATION

Please fill out the following form, naming one person to be the contact for this RFSO response and for any clarifications or communication that might be necessary.	
Procurement Business Number (PBN) as per sub-section 1.6.1:	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

## 2. SUBMISSION OF RESPONSE(S)

The respondent acknowledges submitting a response for the following streams:

(Please fill out the following form: y = response n = no response)

Stream	Response
Stream 1: Income and Commodity Tax Consulting Services	
Stream 2: Accounting and Related Matters Consulting Services	

## 3. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The respondent acknowledges that this RFSO process will be governed by the terms and conditions of the RFSO and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between CMHC and the respondent unless and until CMHC and the respondent execute a written agreement for the Deliverables pursuant to the Call-up Process.

#### 4. ABILITY TO PROVIDE DELIVERABLES

The respondent has carefully examined the RFSO documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSO.

#### 5. ADDENDA

The respondent has read and accepted all addenda issued by CMHC prior to the deadline for issuing addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_ Respondents who fail to complete this section will be deemed to have received all posted addenda.

#### 6. NO PROHIBITED CONDUCT

The respondent declares that it has not engaged in any conduct prohibited by this RFSO.

#### 7. CONFLICT OF INTEREST

For the purposes of this section, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSO process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSO process (including but not limited to the lobbying of decision makers involved in the RFSO process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSO process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section 7(a)(i) above, respondents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1) participated in the preparation of the response; **AND** (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSO.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSO.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

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## 8. DISCLOSURE OF INFORMATION

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by CMHC to the advisers retained by CMHC to advise or assist with the RFSO process, including with respect to the evaluation of this response.

## 9. SECURITY CLEARANCE

The respondent agrees that it and any of its employees or subcontractors, if applicable, will, at the request of CMHC comply with security screening as outlined in Section E. Security of the RFSO Specifications (Appendix C).

## 10. SO MASTER AGREEMENT

The respondent agrees that by submitting a response to this RFSO it has read and understood and will comply with the general terms and conditions set out in Appendix D, which will govern every Call-up issued under this SO Master Agreement. **If the respondent wishes to propose changes to the terms and conditions of the SO Master Agreement, the proposed revisions to the SO Master Agreement must be submitted and clearly indicated in the response to this RFSO.**

---

Signature of Witness

---

Signature of Respondent Representative

---

Name of Witness

---

Name of Respondent Representative

---

Title of Respondent Representative

---

Date

I have the authority to bind the respondent.



# APPENDIX B – PRICING FORM

## 1. Instructions on how to complete pricing form

- (a) R.4: Respondents must provide the fixed hourly rate per resource within the applicable position/role.
- (b) Rates shall be provided in Canadian funds, exclusive of HST.
- (c) Rates quoted by the respondent shall be all-inclusive and shall include all labour and material costs, all insurance costs, all administrative fees, all costs of delivery, and all other overhead, including any fees or other charges required by law.
- (d) Rates shall be applicable during the initial five (5) year term. No other fees or pricing arrangements will be accepted. Pricing increases may be negotiated for any subsequent renewal options at CMHC’s discretion.
- (e) Travel expenses, if applicable, are considered separate expenses and will be reimbursed in accordance with CMHC’s Travel Policy outlined in the Master Agreement (Appendix D). Any Candidate relocation expenses are subject to special pre-approvals and will be at the sole discretion of CMHC

## 2. Evaluation of pricing

Pricing is worth 30% points of the total score.

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

$$\text{Lowest total overall average hourly rate per 5 years} \div \text{respondent's total overall average hourly rate per 5 years} \times 30\% = \text{respondent's pricing points}$$

## 3. Pricing Forms R.3

*Note:* Respondents must re-create the exact table (one per stream) as per below form, for their response submission.

### R.3 Pricing – Rates (30%)

Stream:		hourly CAD \$ rate / resource level				
		Year 1	Year 2	Year 3	Year 4	Year 5
Position/Roles	1. Partner / Executive Director	\$	\$	\$	\$	\$
	2. Senior Manager	\$	\$	\$	\$	\$
	3. Manager	\$	\$	\$	\$	\$
	4. Senior Staff Accountant / Staff Accountant	\$	\$	\$	\$	\$
	Total average hourly rate per year	\$	\$	\$	\$	\$
<b>Total overall average hourly rate per 5 years</b>		<b>\$ _____</b>				

## APPENDIX C – RFSO SPECIFICATIONS

### A. BACKGROUND

CMHC's mandate is carried out through three distinct business activities (segments). The first two segments are related to CMHC's commercial mandate and run as profit-driven businesses while the last segment relates to CMHC's social housing mandate. The three business activities include:

#### Insurance Segment:

CMHC provides insurance against borrower default on residential mortgages. The Corporation offers a wide variety of mortgage insurance products to Canadians including insurance for homeowners, refinancing loans, and insurance for loans for rental accommodation, nursing and retirement homes.

#### Securitization Segment:

CMHC guarantees the timely payment of principal and interest for investors in securities on the basis of housing loans through the NHA Mortgage Backed Securities and Canada Mortgage Bonds programs

#### Assisted Housing Segment:

- a) Housing Programs – CMHC receives Parliamentary appropriations to fund housing programs expenses and related operating costs.
- b) Lending – The Corporation makes loans in housing programs which are funded by borrowing. CMHC borrows under the Crown Borrowing Program from the Government of Canada. CMHC lends to non-profit and private sectors, Indigenous organizations and communities and provinces and municipalities in the delivery of affordable and community housing programs.

CMHC has a special purpose entity called Canada Housing Trust (CHT). CHT's results are consolidated with CMHC's financial statements.

CMHC is a Schedule III, Part I Corporation under the *Financial Administration Act*.

CMHC is a prescribed federal Crown corporation under Reg. 7100 of the *Income Tax Act* (ITA) and it is subject to federal income tax as a prescribed corporation for purposes of subsection 27(2) of the ITA. CMHC is considered to be an insurance corporation for income tax purposes as the term is defined in the ITA. CMHC is not subject to provincial income taxes.

CMHC is a selected listed financial institution for GST/HST purposes as the term is defined in the *Excise Tax Act* (ETA).

For additional information please see the annual report at [www.cmhc.ca](http://www.cmhc.ca).

### B. THE DELIVERABLES

The purpose of this RFSO is to retain respondents with knowledge and experience in the financial services' sector, including areas such as mortgage insurance, financial instruments, loans, borrowings and securitization, and the government sector, to provide services as described herein.

This RFSO is comprised of two streams of consulting work:

Stream 1: Income and Commodity Tax

## Stream 2: Accounting and Related Matters

Respondents may respond to one or both streams of services but must clearly indicate to which streams they are submitting a response.

### Statement of Work Components:

The respondent is required to demonstrate that it meets the requirements of this RFSO as follows:

#### **Stream 1 - Income and Commodity Tax**

1. The firm's knowledge and experience of tax issues applicable to the financial services' sector, including areas such as mortgage insurance, financial instruments, loans, borrowings and securitization.
2. Description of the respondent's knowledge of CMHC's business, the possible related tax issues that CMHC faces and a description of how the respondent may assist CMHC in addressing those issues.
3. Description of the respondent's tax practice and how resources at the local and national levels could be leveraged to service CMHC.
4. Demonstrate the respondent's ability for addressing client's needs proactively, delivering services on a timely and cost effective basis and exceeding client's expectations.
5. Résumés for key personnel that will be assigned to provide tax consulting services.
6. Description of the respondent's approach in providing tax consulting services and quality assurance techniques.

#### **Stream 2 - Accounting and Related Matters**

1. The firm's knowledge and experience in addressing accounting and related matters applicable to the financial services' sector, including areas as mortgage insurance, financial instruments, loans, borrowings, securitization, and the government sector.
2. Description of the respondent's knowledge of CMHC's business, issues pertaining to accounting and related matters that CMHC may face and a description of how the respondent may assist CMHC in addressing those issues.
3. Description of the respondent's public practice and how resources are allocated at the local and national levels could be leveraged to service CMHC.
4. Demonstrate the respondent's ability for addressing clients needs proactively, delivering services on a timely and cost effective basis, and exceeding client's expectations.
5. Résumés for key personnel that will be assigned to provide consulting and professional services.
6. Description of the respondent's approach in providing the services and quality assurance techniques.

## C. WORK LOCATION

CMHC positions may be located across Canada and meetings and interviews, in-person or virtually, will take place in a location(s) within Canada identified by CMHC and services may be performed at CMHC or the selected SO Holder's business location virtually.

## D. TRAVEL

If travel is required in the execution of the Deliverables by the selected SO Holder, such travel will require written pre-approval by CMHC and will be reimbursed in accordance with CMHC's Travel Policy as outlined in Appendix D.

## E. SECURITY

Employees of the respondent and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to commencement of any work performed under the SO Master Agreement and must provide the results of the check to CMHC's corporate security department. Additionally, at least one team member of selected proponent for each Call-up should be security cleared with **SECRET** clearance. CMHC reserves the right to disallow any person to carry out work under the SO Master Agreement on the basis of the results of the criminal records check/security clearance. Each of the respondent's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

## F. CMHC DATA

The respondent must ensure that all CMHC data (sensitive and/or protected and/or secret information, including personal information), except for regular business communication, will reside in Canada.

## G. MANDATORY SUBMISSION REQUIREMENTS

### 1. Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

### 2. Other Mandatory Submission Requirements

Each response must include a Pricing Form (Appendix B) completed according to the instructions contained in the form.

## H. MANDATORY TECHNICAL REQUIREMENTS

The following will be assessed on a pass/fail basis:

Mandatory Technical Requirement (MTR)	MTR Description
MTR. 1	<b>Data Residency.</b> The selected SO Holder must comply with the following: CMHC data, while at rest or in transit must stay within the geographical boundaries of Canada and accessed from within Canada. Data residency in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information (including personal information).

Respondents must provide a brief statement and/or the required examples per **each** MTR as to **how** the respondent is in compliance with the mandatory technical requirement(s) outlined above.

#### I. PRE-CONDITIONS OF AWARD

a. **Security Measures Assessment.** The respondent must complete and provide to CMHC with its response or at the latest at the time of SO Master Agreement negotiations as per the dates set out in *Section 1.5 RFSO Timetable*, one or more of the following prior to being awarded a SO Master Agreement:

- Provide third-party proof that the respondent has the controls in place to meet Protected B safeguards. Such proof may be one or more of the following example reports ISO27001:2013, ITSG-33 ISO27001:2013, SOC 1 Report, SOC 2 Report, CSEA 3416, SSAE 18 or equivalent; Alternatively, if you are using a third-party provider to manage your network (such as Bell Canada or Rogers or Microsoft), SOC reports are available through your provider and will satisfy this requirement.
- Provide initial proof that a threat and risk assessment has been completed and actioned and provide independent (third-party) audit reports stating that they are compliant with risk management practices;
- Provide third-party proof of a network vulnerability scan that has been conducted in the last year and recommendations were actioned.
- Provide third-party proof that physical security requirements are in place to meet RCMP standards for the safeguarding of Protected B data.
- Data residency – Data must remain within Canadian borders at all times during transit and rest.

#### J. RATED CRITERIA

The following tables set out the categories, weightings and descriptions of the rated criteria of the RFSO.

Rated criteria category – STREAM 1:	Weighting
R.1 Knowledge and Experience	60 %
R.2 Qualifications and references	10 %
R.3 Pricing (See Appendix B for details)	30 %
<b>Total</b>	100 %

**Upset Score = R.1 + R.2 > 65%**

Rated criteria category – STREAM 2:	Weighting
R.1 Knowledge and Experience	60 %
R.2 Qualifications and references	10 %
R.3 Pricing (See Appendix B for details)	30 %
<b>Total</b>	100 %

**Upset Score = R.1 + R.2 > 65%**

## Response for rated criteria

Each respondent should provide the following in its response in the same order as listed below for each applicable Stream 1 and/or 2.

### R. 1 Knowledge and Experience

R.1.1 Describe in detail the organization's expertise in the applicable fields (insurance, financial instruments, loans, borrowing, securitization and, for Stream 2 government sector) relevant to scope of work. The response should include information on:

- a) Years of experience in the field of selected stream;
- b) Breadth of experience in the field of selected stream;
- c) Range of clients demonstrating your breadth of experience in the field of selected stream. For Stream 2, include at least two (2) public agencies, Crown corporations and/or large complex organizations (ideally with a public mandate).

R.1.2 Description of respondent's knowledge of CMHC's business, the possible accounting or tax issues (as applicable to a stream) that CMHC faces and a description of how the respondent may assist CMHC in addressing those issues.

R.1.3 Description of respondent's accounting and tax practice and how resources at the local and national levels could be leveraged to service CMHC.

R.1.4 Demonstrate respondent's ability for addressing client's needs proactively, delivering services on a timely and cost effective basis and exceeding client's expectations.

R.1.5 Description of respondent's approach in providing tax and accounting consulting services and quality assurance techniques.

### R. 2 Qualifications and References

R.2.1 Provide a brief description of your organization

R.2.2 Provide a list of the proposed key resources in the applicable area of expertise. Where possible, please indicate the corresponding resource title in accordance with the pricing form, beside the resource name for ease of cross-reference.

R.2.3 Provide a brief summary of qualifications and experience (one page per resource) of the key resources assigned to applicable areas of expertise as listed in R.2.2.

R.2.4 For each stream, provide three (3) examples of work performed for other clients within the last five (5) years from RFSO issuance date, similar to the requirements set out in the Deliverables of the RFSO. For each example include:

- a) project title;
- b) company name;

- c) service provide by the respondent; and
- d) reference contact name, e-mail address and telephone number..

## **K. REFERENCES**

CMHC may contact the references supplied per Part 3 - Terms and Conditions of the RFSO Process.

## APPENDIX D – MASTER AGREEMENT

In accordance with Section 1.3 Master Agreement of this RFSO, the following general terms and conditions will govern every Call-up issued under this Standing Offer (“SO”) Master Agreement.

Respondents must be able to comply with all terms and conditions set out herein.

### Article 1.0 - The Services

- 1.1 The SO Holder covenants and agrees to provide consulting services on an ‘as and when needed’ basis for Stream 1 Income and Commodity Tax and/or Stream 2 Accounting and Related matters. CMHC will issue a written contract (“Call-up”) to the SO Holder when CMHC requires the SO Holder’s tax and/or accounting services (“Services”). Each Call-up issued shall be subject to the terms and conditions of this SO Master Agreement. Upon the issuance of a Call-up, the SO Holder shall provide the Services as detailed in the Call-up and in accordance with the Services outlined in Schedule "A", to be covered under the SO Master Agreement.
- 1.2 The SO Holder acknowledges that the SO Master Agreement does not guarantee that CMHC will issue a Call-up to the SO Holder and that Call-ups will be issued at the sole discretion of CMHC based on the Call-up process described in Schedule "A", Call-ups from a SO Master Agreement.
- 1.3 Both parties will comply with all federal, provincial, and local laws, ordinances, rules and regulations applicable to its activities and obligations under this SO Master Agreement.

### Article 2.0 - Term of the SO Master Agreement

- 2.1 The term of the SO Master Agreement shall be for a period of five (5) years commencing on XXXX, 2021 and ending on XXXX, 2026 (the “Term”). CMHC reserves the right to renew the Standing Offer for an additional three (3) + two (2) year periods (the “Renewal Terms”).
- 2.2 Termination

#### ***No fault termination***

Notwithstanding article 2.1 above, i) either party may terminate the SO Master Agreement for any reason with no penalty or charge by giving thirty (30) days written notice to the other party at any time during the Term; and ii) CMHC may terminate a Call-up issued under this SO Master Agreement for any reason with no penalty or charge by giving five (5) days written notice at any time during the term of the Call-up.

#### ***Termination for Default of SO Holder***

CMHC may, by giving five (5) days prior written notice to the SO Holder, terminate this SO Master Agreement without penalty or charge for any of the following reasons:

1. The SO Holder commits a material breach of its duties under this SO Master Agreement and/or Call-up, unless the SO Holder 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 SO Holder commits numerous breaches of its duties under this SO Master Agreement and/or Call-up that collectively constitute a material breach;
3. There is a change in control of the SO Holder where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the SO Holder are acquired by any entity, or the SO Holder is merged with or into another entity to form a new entity, unless the SO Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this SO Master Agreement; or
4. The SO Holder becomes bankrupt or insolvent, or a receiving order is made against the SO Holder, 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 SO Holder.

CMHC may terminate this SO Master Agreement and/or Call-up without notice if the SO Holder 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 SO Holder arising out of the SO Master 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 Call-up. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the SO Holder, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the SO Holder.

#### ***SO Holder's Obligations upon Termination***

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

### **Article 3.0 – Financial**

- 3.1 In consideration of the performance of the services for a Call-up CMHC agrees to pay the SO Holder an amount based on the SO Holder's fees agreed upon in Schedule B, plus applicable taxes.
- 3.2 **Travel Costs.** Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the SO Holder to perform the Services that are reasonable and comparable to costs allowed under CMHC Travel Policy, attached hereto as Schedule C. The SO Holder is required to complete this Estimate Form (or provide the information contained in the Estimate Form, attached hereto as Schedule D in another format) for each Call-up, if travel is required, and submit it to for pre-approval along with the response to the Call-up. CMHC may, at its sole discretion, not reimburse the SO Holder for the travel costs where the SO Holder has not completed the Estimate Form and obtained a pre-approval.

The SO Holder must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs.

- 3.3** The amount payable to the SO Holder by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the SO Holder unless specifically agreed in writing by the SO Holder and CMHC.
- 3.4** Notwithstanding article 3.3 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the SO Holder and shown as a separate item on each invoice. Where the SO Holder is required to collect the GST/HST, the invoice issued by the SO Holder shall show the SO Holder's GST/HST number. Where the SO Holder is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The SO Holder shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

### **3.5 Invoicing**

CMHC will issue a Purchase Order (PO) with every Call-up under this SO Master Agreement. The SO Holder cannot i) commence the Services prior to PO and Call-up receipt and ii) cannot invoice prior to performance of the Service. The SO Holder shall submit detailed invoices to CMHC describing the Services provided during the period covered by the Call-up. The SO Holder must allow 30 days from delivery of invoice for payment without interest charges.

All invoices must make reference to the PO number and this SO Master Agreement and shall be sent electronically to [accountspayable@cmhc-schl.gc.ca](mailto:accountspayable@cmhc-schl.gc.ca)

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

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

#### **3.5.1 Method of Payment**

All payments due under the SO Master Agreement will be made by means of Electronic Funds Transfer ("EFT"). The SO Holder 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.

#### **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 SO Holder's social insurance number and/or CRA issued business number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The SO Holder is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the SO Holder is required to ensure that the information provided remains accurate and up to date. The SO Holder assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

### **3.6 Audit**

The SO Holder 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 SO Holder agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time during normal business hours and upon reasonable notice to a maximum of twice per calendar year, any and all records relating to the services identified herein.

The SO Holder 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 SO Holder in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

## **Article 4.0 - General Terms and Conditions**

### **4.1 Intellectual Property Rights**

Nothing in this SO Master 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 SO Holder.

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

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

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

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

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

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

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

The SO Holder also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

#### **4.3 SO Holder's Indemnification**

Except to the extent permitted by law, the SO Holder agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the SO Holder 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 SO Holder. The SO Holder shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the SO Holder.

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

#### **4.4 Independent SO Holder**

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

Without limiting the generality of the foregoing, the SO Holder shall retain complete control of and accountability for its employees, agents and contractors. The SO Holder shall prepare and process the payroll for its employees directly and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the SO Holder at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the SO Holder.

#### **4.5 SO Holder's Authority**

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

#### **4.6 Corporation Identification**

It is agreed that the SO Holder 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 SO Holder 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 SO Holder shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

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

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the SO Master 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 SO Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the SO Holder's obligations under the SO Master Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the SO Holder.

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 SO Master Agreement.

## **4.8 Insurance Requirements**

The SO Holder shall supply and procure, at its own expense, the designated insurance and to maintain or cause to be procured and maintained such insurance in force for the duration of this Master Agreement. On the Effective Date, each regulated Insurance Company shall have an A.M. Best financial strength rating of at least A-. The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.

### **Commercial General Liability Insurance:**

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 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.

### **Professional (Errors & Omissions) Liability:**

Professional Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 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 three (3) years following the expiration or early termination of this Agreement.

### **Computer Security and Privacy Liability (Also known as Cyber Liability):**

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the vendor, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the vendor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

- i. unauthorized use/access of a computer system
- ii. defense of any regulatory action involving a breach of privacy or transmission of malicious code
- iii. failure to protect confidential information (personal and commercial information) from disclosure
- iv. notification costs, whether or not required by statute.

The policy shall be renewed continuously for a minimum period of three (3) years following expiration or early termination of this Master Agreement.

The vendor shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the vendor shall maintain continuous insurance coverage during the term of this Contract and in addition to the coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
2. Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
3. Not less than a three year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

#### **4.9 No Limitation**

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

#### **4.10 Non-Compliance**

If the SO Holder fails to comply with a direction or decision of CMHC properly given under the terms of the SO Master 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 SO Holder 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 SO Master 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 SO Holder will not be able to fulfill its obligations under the SO Master Agreement, CMHC may secure the services of other qualified SO Holders to perform the Services without further compensation or obligation to the SO Holder.

#### **4.12 Non-Waiver**

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

#### **4.13 Laws Governing SO Master Agreement**

This SO Master 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 SO Holder shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. Both parties shall comply with all the laws applicable to the services or the performance of the SO Master Agreement.

#### **4.14 Official Languages**

The SO Holder acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The SO Holder 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 SO Holder must actively offer bilingual services and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available services in either English or French. The SO Holder must also ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.

#### **4.15 Access to CMHC Property and Security Clearance**

The SO Master Agreement does not provide automatic access to CMHC premises. Where specified in the SO Master Agreement and/or a Call-up CMHC agrees to permit access by the SO Holder's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this SO Master Agreement. However, CMHC reserves the right to refuse entry of SO Holder's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC safety and/or security regulations or interferes with CMHC operations at the site.

Employees of the SO Holder and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to commencement of any work performed under the SO Master Agreement and must provide the results of the check to CMHC's corporate security department. Additionally, at least one team member of selected proponent for each Call-up should be security cleared with **SECRET** clearance. CMHC reserves the right to disallow any person to carry out work under the SO Master Agreement on the basis of the results of the criminal records check/security clearance. Each of the respondent's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

If employees of the SO Holder are not security cleared, they will require an escort by a CMHC employee when onsite CMHC premises and will not be granted access to CMHC information and systems or any confidential information.

#### **4.16 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 SO Holder. 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 SO Holder shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.



#### **4.17 Extras**

Except as otherwise provided in the SO Master Agreement, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC.

#### **4.18 Assignment of the SO Master Agreement**

The SO Master Agreement shall not be assigned in whole or in part by the SO Holder without the prior written consent of CMHC, which may be withheld for any reason, except that the SO Holder shall be permitted without CMHC's consent, to transfer any outstanding receivables under this SO Master Agreement to any affiliate of the SO Holder or any reputable Canadian financial institution.

It is understood and agreed that the SO Holder may engage other entities to assist with the SO Holder in providing of the Services, provided that the SO Holder shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the SO Master Agreement shall relieve the SO Holder from any obligation under the SO Master Agreement or impose any liability upon CMHC.

#### **4.19 Key Persons and Assigns**

If specific individuals are identified in the SO Master Agreement and/or a Call-up to perform the Services or any part thereof, the SO Holder shall provide the Services of those individuals unless the SO Holder is unable to do so for reasons beyond its reasonable control.

If the SO Holder is unable to provide the Services of any specific individual identified in the SO Master Agreement and/or a Call-up, 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 SO Holder shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in the SO Master Agreement and/or a Call-up to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the SO Holder 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 SO Holder from its responsibility to meet the requirements of the SO Master Agreement.

#### **4.20 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 SO Holder may be suspended or modified. Where the SO Holder provides satisfactory evidence to CMHC that the SO Holder will continue to incur monetary obligations to others directly as a result of its undertakings under this SO Master 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.

#### **4.21 Severability**

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

#### **4.22 Scope of SO Master Agreement**

This SO Master Agreement contains all of the SO Master 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 SO Holder's documents and CMHC's documents, the latter shall govern.

#### **4.23 Binding**

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

No amendment, supplement, restatement or termination of any provision of this SO Master Agreement is binding unless it is in writing and signed by both Parties to this SO Master Agreement at the time of the amendment, supplement, restatement or termination.

### **Article 5.0 - SO Master Agreement Administration**

#### **5.1 Contract Administrator**

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

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the SO Holder 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 SO Master Agreement.

#### **5.2 Notices**

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

To CMHC at the following address:

**Canada Mortgage and Housing Corporation**

Name: identified at SO award

Title:

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

To the SO Holder at the following address:

**LEGAL NAME of SO HOLDER**

Name: identified at SO award  
Title:  
E-mail:

**Article 6.0 - Documents comprising the SO Master Agreement**

**6.1** The documents which comprise the entire SO Master Agreement between the Parties with respect to this matter consist of the following:

- a. This form of SO Master Agreement as executed PA #\_\_\_\_\_;
- b. CMHC's Call-up as executed and applicable PO #; and
- c. SO Holder's response to RFSO-000548.

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 SO Master Agreement are complementary and what is called for in any one shall be binding as if called for by all. The SO Master 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 SO Master Agreement documents shall have precedence among themselves in the order as listed above.

[Signatures on the following page]

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

**SO HOLDER**

**CANADA MORTGAGE AND HOUSING CORPORATION**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Identified at SO award

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

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

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

## **SCHEDULE A – SERVICES**

- To be completed based on the qualified categories and to be agreed to with the selected SO Holder.

## **SCHEDULE B – RATES**

- To be completed based on the qualified categories and to be agreed to with the selected SO Holder.

# SCHEDULE C – CMHC TRAVEL POLICY

**Note:** Listed amounts are an example and are adjusted quarterly based on the Government of Canada Treasury Board Travel Policy.

1. **Air** – most economical airfare available must be selected at the time of reservation. Business class permitted for international travel 9 hours or more continuous flying time.
2. **Car and Hotel** – Some suppliers have agreed to extend their government rates to contractors, consultants or advisors working under contract to CMHC and traveling on official CMHC business in performance of that contract. CMHC will provide contractors, consultants or advisors with a letter, specifying the duration of their contract or specifying that they are on travel status on behalf of CMHC and their destination. Government rates for car rentals and hotel accommodations can be found on the following website - <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx>. If not selecting a supplier from the list on that website, travellers must choose alternate suppliers with rates similar to those published government rates.
3. **Meal and Incidental Allowance** - A traveller shall be paid the applicable meal allowance, as described below, for each breakfast, lunch and dinner while on travel status. A meal allowance shall not be paid to a traveller with respect to a meal that has been provided or is claimed as a hospitality expense. A traveller shall be paid an incidental expense allowance that covers a number of miscellaneous expenses not otherwise provided for in this directive for each day or part day in travel status as per information posted below. Incidentals may be claimed by a traveller only when there is at least one overnight stay involved in travel.

Meal Allowance for Canada and USA (effective April 1 <sup>st</sup> , 2020) *					
Private non-commercial accommodation allowance	Breakfast	Lunch	Dinner	Daily Meals	Totals –
\$50.00	\$20.65	\$20.90	\$51.25	\$92.80	

4. **Privately-owned vehicle and applicable Kilometre Rates** - The traveller shall be reimbursed the lesser of the CMHC’s rates or the cost (net of taxes) of the mileage to the contractor. The CMHC’s kilometric rates payable for the use of privately owned vehicles driven on authorized corporate business, effective July 1, 2020\*, 54.0¢/km for vehicles registered in Ontario and 51.0¢/km for vehicles registered in Quebec (rates include tax). The traveller shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on business travel. (\*Accurate value will be provided at time of call-up).

Traveller may use a privately owned vehicle for business purposes when its use is economical and practical as compared to renting a vehicle, commercial travel by airline carrier, train, taxi, etc. The following requirements must be adhered to when using a privately owned motor vehicle while travelling on Corporation business:

Any person (employee, contract employee, consultant) using a private vehicle on Corporation business, must ensure that the vehicle is protected by a minimum \$1,000,000 Public Liability and Property Damage Insurance. When use of a private vehicle is required for an individual to perform his or her job functions, CMHC will pay the additional premium cost, if any, for Supplementary Business Insurance coverage, if required by the individual’s insurer.

## SCHEDULE D – TRAVEL ESTIMATE FORM

### TRAVEL ESTIMATES FORM FOR SO HOLDERS

SO HOLDER INFORMATION		
Company Name		Number of travellers
CMHC Contracting Authority	Division	RC
TRAVEL INFORMATION		
Region of travel	Contract Start Date	Contract End Date
Purpose of Trip / Objective		
Explain why virtual presence or other remote meeting solutions were not used.		
Provide rationale for the mode of transportation selected.		
TOTAL ESTIMATED COST BEFORE TAXES		
		\$ CAD
Transportation Type (Air, Rail or Car)		
Accommodation		
Meals		
Miscellaneous (Detail required)		
<b>Total</b>		

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Approved by: (CMHC financial authority signature)