

Green Alert - Duplex printing of this document will save paper

REQUEST FOR SUPPLY ARRANGEMENT (RFSA)

For

CMHC BUSINESS CONSULTING AND PROFESSIONAL SERVICES

Request for Supply Arrangement No.:	RFSA-000947
Issued:	November 10, 2021
Submission Deadline:	December 15, 2021, 2:00 pm Ottawa local time
Address Inquiries to RFSA Contact:	Tracy Rutherford, Procurement Officer
Email RFSA Contact:	trutherf@cmhc-schl.gc.ca



TABLE OF CONTENTS

PART 1 – SUBMISSION INSTRUCTIONS	3
1.3 Master Agreement	3
1.4 Contracting Process	4
1.5 RFSA timetable	4
1.6 Submission of responses.....	4
PART 2 – EVALUATION AND SELECTION	7
2.1 Stages of evaluation	7
2.1.1 Stage I – Mandatory submission requirements	7
2.1.2 Stage II – Evaluation	7
2.1.3 Stage III – Pricing	7
2.2 Ranking and selection	7
2.3 Notification of Top-Ranked Respondents.....	8
2.4 Scoring by the evaluation team.....	8
PART 3 – TERMS AND CONDITIONS OF THE RFSA PROCESS	9
3.1 General information and instructions	9
3.2 Communication after issuance of RFSA	10
3.4 Conflict of interest and prohibited conduct	11
3.5 Confidential information	12
3.6 Procurement process non-binding	12
3.7 Governing law and interpretation	13
APPENDIX A – SUBMISSION FORM	14
APPENDIX B – PRICING FORM	18
APPENDIX C – RFSA SPECIFICATIONS.....	19
A. Background	19
B. The Deliverables.....	19
C. Work location.....	21
D. Travel	21
E. Security	22
F. CMHC Data	22
G. Mandatory Submission Requirements	22
H. Mandatory Technical Requirements	22
I. Pre-conditions of Award.....	22
J. Rated Criteria	23
K. References	24
APPENDIX D – MASTER AGREEMENT.....	25

PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFSA

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. The business centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

With this Request for Supply Arrangement (“RFSA”), CMHC is seeking prospective respondents to qualify in accordance with the evaluation process outlined in *Part 2 – Evaluation and Selection* for eligibility to provide business consulting and professional services to various Corporate Services sector at CMHC in a variety of streams of service, and as further described in Appendix C.

Respondents may submit responses for one or any number of these streams, and depending on the results of the evaluation, respondents may be selected to be listed in more than one stream.

- Stream 1: Business Process Consulting
- Stream 2: Organizational Change Management
- Stream 3: Financial Analysis and Enterprise Performance Management
- Stream 4: Planning and Implementing - Technology Solutions
- Stream 5: Project and Program Management
- Stream 6: Risk and Internal Control
- Stream 7: Climate Change

Following the completion of the RFSA process, CMHC may issue directed contracts and/or perform an invitational second stage competitive process amongst the SA Holders for individual requirements. The total dollar value of resulting contracts from this RFSA is not expected to exceed CAD\$15,000,000.00. Please refer to Sections *1.3 – Master Agreement* and *1.4 Contracting Process* below.

1.2 RFSA CONTACT

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

Tracy Rutherford, Procurement Officer
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 RFSA Contact, concerning matters regarding this RFSA. 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 (refer to Section 2.2 Ranking and Selection) will be invited to enter into a Supply Arrangement (“SA”) 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 a directed contract and/or invitational second stage competitive process (“Contracting 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 term of three (3) + two (2) years. Selected respondents who have signed the Master Agreement are hereinafter referred to as the “SA Holder”.

1.4 CONTRACTING PROCESS

Contracts governed by the Master Agreement will be issued to SA Holders as per the following:

1. Directed contract(s)
 - 1.1 Requirements below CAD\$100,000.00 (including all applicable taxes and travel expenses), may be directed to a specific SA Holder qualified in the applicable stream.
2. Invitational second stage competitive process
 - 2.1 For requirements over CAD\$100,000.00 but less than CAD\$400,000.00 (including all applicable taxes and travel expenses), two SA Holders, at a minimum, qualified in the stream are to be invited on a rotational basis to provide a proposal to a Request for Services (RFS) which will outline the scope of work specifics.
 - 2.2 For requirements exceeding CAD\$400,000.0000 (including all applicable taxes and travel expenses), all SA Holders qualified in the applicable stream are to be invited to provide a proposal to a Request for Services (RFS) which will outline the scope of work specifics.

If an SA Holder does not provide confirmation of his/her availability in writing for the work within the required response time outlined in the RFS, CMHC may consider the non-response as an unavailability/refusal.

1.5 RFSA TIMETABLE

Issue Date of RFSA	November 10, 2021
Deadline for Questions	November 17, 2021, 2:00 pm Ottawa local time
Deadline for Issuing Addenda	November 24, 2021
Submission Deadline	December 15, 2021, 2:00 pm Ottawa local time
Evaluation Deadline	January 2022
Anticipated Execution of Master Agreement	February 2022

The RFSA 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 ("Submission Location")

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 RFSA 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: **December 15, 2021 at 2:00 pm Ottawa local time** ("Submission Deadline").

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 this deadline do so at their own risk. Responses will be deemed to be received when they enter into CMHC's systems and CMHC accepts no responsibility for responses sent prior to this deadline that fail to enter into CMHC's systems by the Submission Deadline. For the purposes of this section, the time of delivery is deemed to be the time recorded by CMHC's systems.

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 **RFSA title and number** (see RFSA cover) **in the subject line**, and with the full legal name and return address of the respondent in the body of the email.

Individual files are to be submitted in Microsoft or pdf format and named as follows:

RFSA # + 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 RFSA title and number and the full legal name

and return address of the respondent to the Submission Location. 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 RFSA process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSA 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 RFSA 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 all of the mandatory submission requirements due at time of submitting the response, such as licences or certificates, and detailed in Section H of the RFP Specifications (Appendix C). Should a respondent not include a submission requirement with its response, the respondent will be notified by CMHC and will have forty eight (48) hours from the time of notification to meet this requirement. Only respondents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A.

2.1.2 STAGE II – EVALUATION

Stage II will consist of the following two (2) 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 I of the RFSA Specifications (Appendix C) have been met. The mandatory technical requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. 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.

B. Rated criteria

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

2.1.3 STAGE III – PRICING

Stage III will consist of a scoring of the submitted pricing of each qualified response 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 top 15 ranked respondents per stream will be selected to enter into a Master Agreement for inclusion on a prequalified supplier list for eligibility to participate in potential Contracting Processes for the procurement of the Deliverables. 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 TOP-RANKED RESPONDENTS

The top-ranked 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 RFSA 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 (a committee of CMHC employees with the right to vote) in the scoring process of the rated criteria detailed in Appendix C, Section K:

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 RFSA 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 RFSA. Where information is requested in this RFSA, any response made in a response should reference the applicable section numbers of this RFSA.

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 may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with CMHC or other institutions.

3.1.5 Information in RFSA only an estimate

CMHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSA or issued by way of addenda. Any quantities shown or data contained in this RFSA 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. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSA.

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

All responses and related materials provided by the respondent shall, as of the Submission Deadline, become the sole property of CMHC and will not be returned to the 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 RFSA.

3.1.9 No guarantee of volume of work or exclusivity of contract

This RFSA 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 Contracting 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 Contracting 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 Government of Canada's tender site www.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 RFSA

3.2.1 Respondents to review RFSA

Respondents should promptly examine all of the documents comprising this RFSA, and may direct questions or seek additional information in writing by email to the RFSA Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFSA 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 RFSA Contact. It is the responsibility of the respondent to seek clarification from the RFSA 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 RFSA or its process.

3.2.2 All new information to respondents by way of addenda

This RFSA 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 RFSA, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSA and may contain important information, including significant changes to this RFSA. Respondents are responsible for obtaining all addenda publicly 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 RFSA 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 RFSA process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSA process. All requests must be in writing to the RFSA 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 RFSA process or its outcome.

3.3.3 Procurement protest procedure

If a respondent wishes to challenge the RFSA process, it should provide written notice to the RFSA Contact in accordance with the applicable trade agreement. 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 RFSA.

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 RFSA or any agreement entered into pursuant to this RFSA without first obtaining the written permission of the RFSA Contact.

3.4.5 No lobbying

Respondents must not, in relation to this RFSA 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 with CMHC or any other organization, 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 as a Crown Corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation. Respondents are also advised that their responses may, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFSA process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSA, questions are to be submitted to the RFSA 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 RFSA 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 RFSA process.

3.6.3 Cancellation

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

3.7 GOVERNING LAW AND INTERPRETATION

The Terms and Conditions of RFSA Process

- (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 RFSA 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. Respondent 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: Business Process Consulting	
Stream 2: Organizational Change Management	
Stream 3: Financial Analysis and Enterprise Performance Management	
Stream 4: Planning and Implementing - Technology Solutions	
Stream 5: Project and Program Management	
Stream 6: Risk and Internal Control	
Stream 7: Climate Change	

3. Acknowledgment of non-binding procurement process

The respondent acknowledges that this RFSA process will be governed by the terms and conditions of the RFSA 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 Contracting Process.

4. Ability to provide Deliverables

The respondent has carefully examined the RFSA 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 RFSA.

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 RFSA.

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 RFSA 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 RFSA process (including but not limited to the lobbying of decision makers involved in the RFSA process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSA 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. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment

Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFSA.

If the box below is left blank, the respondent will be deemed to declare that (1) there was no Conflict of Interest in preparing its response; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSA.

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 RFSA.

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:

8. Disclosure of information

The respondent warrants that neither the respondent nor one or more of the respondent's directors, officers or employees have been convicted or sanctioned for an offence involving bribery, corruption or workplace safety at any time. If such convictions exist, the details of such convictions or sanctions are to be disclosed in the respondent's proposal.

It is understood that CMHC will have the sole discretion to determine whether such convictions are grounds for removing the respondent from further consideration in the RFSA process or requiring that the respondent exclude certain employees from involvement in the provision of goods and/or services contemplated herein.

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 RFSA 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 RFSA Specifications (Appendix C).

10. SA Master Agreement

The respondent agrees that by submitting a response to this RFSA it has read and understood and will comply with the general terms and conditions set out in Appendix D, which will govern every Contract issued under this SA Master Agreement.

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) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST or PST/GST, which should be itemized separately.
- (b) Rates quoted by the respondent shall be all-inclusive and must include all labour and material costs, on-going maintenance costs, all travel and carriage costs, all insurance costs, all costs of delivery (including any on-boarding/training costs if not listed separately in the pricing form), 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 outlined in the Master Agreement of Appendix C.

2. Evaluation of pricing

Pricing is worth 25% 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:

$$\text{Lowest total overall average hourly rate per 5 years} \div \text{respondent's total overall average hourly rate per 5 years} \times 25\% = \text{respondent's pricing points}$$

3. Pricing Form

Stream:		Hourly Rate (CAD \$)				
Level	Years of Experience	Year 1	Year 2	Year 3	Year 4	Year 5
Level I - Junior	< 3 years of experience	\$	\$	\$	\$	\$
Level II - Intermediate	> 3, < 5 years of experience	\$	\$	\$	\$	\$
Level III - Senior	> 5, < 10 years of experience	\$	\$	\$	\$	\$
Level IV - Advanced	10+ years of experience	\$	\$	\$	\$	\$
Total average hourly rate per year		\$	\$	\$	\$	\$
Total overall average hourly rate per 5 years		\$				
Please detail any other charges - they will not form part of the pricing evaluation						
Administrative / Other 'add on' charges		\$	\$	\$	\$	\$

APPENDIX C – RFSA SPECIFICATIONS

A. BACKGROUND

CMHC's Corporate Services Sector has a requirement for establishing a pool of consulting and professional service to support our workforce on an as-and-when-required basis. The office of the Sector of Corporate Services may require the Services under this RFSA to plan for and operationalize initiatives in a number of different service areas across the corporation. To that effect, all responses to this RFSA should be concise and consider a wide range of opportunities and be addressed in the context of similar sized government agencies.

Although CMHC has offices across Canada, most of CMHC's positions are location agnostic and do not require suppliers to come to a CMHC office on a regular basis. Our management culture is based on autonomy and accountability to deliver results.

It is a priority for CMHC to employ a diverse and balanced workforce and suppliers in order to deliver on our aspiration that by 2030 everyone in Canada will have a home that they can afford and meets their needs. This is CMHC's bold aspiration and the basis for our [company strategy](#) which outlines the actions that we are taking to address the issues that matter most to Canadians, such as climate change, reconciliation with Indigenous peoples, and anti-racism and equity. It guides our choices, our investment decisions, and the policies and programs we develop and implement. Importantly, our aspiration calls on all of us – governments, housing providers, not-for-profits, the private sector, and others – to seek out innovative ways to achieve housing affordability for all. Working together will be key to creating a truly inclusive society where everyone has the opportunity to thrive.

B. THE DELIVERABLES

This section shall cover CMHC's definition of service streams of this RFSA which shall be referenced in all opportunities released in reference to the SA.

CMHC may require the Consulting Services to plan for and operationalize initiatives in various sectors (e.g. Finance, HR, IT). To that effect, all responses to this RFSA should be concise and consider a wide range of opportunities and be addressed in the context of similar size government agencies.

The service streams are as follow:

Stream 1: Business Process Consulting services, including but not limited to services pertaining to

- a. process re-engineering, process review (operational processes and support processes) and mapping, process standardization
- b. standing up new processes or capabilities
- c. centralization of functions
- d. review, assessment and re-design of policies, guidelines, strategies and procedures

Stream 2: Organizational Change Management services, including but not limited to

- a. assist CMHC in evaluating the risks associated with changes
- b. advise how to navigate through the implementation of various initiatives to assure success and acceptance
- c. develop methods to sustain the change so that business objectives are achieved

Stream 3: Financial Analysis and Enterprise Performance Management services, including but not limited to develop solutions to assist CMHC improve its ability to analyze a wide range of financial, operational and market place information to deliver sustainable high performance, and to track, measure and report on that performance. This could include KPI development, benchmarking, dashboard development, etc.

Stream 4: Planning and Implementing - Technology Solutions, including but not limited to the

- a. development and implementation of strategies to procure a technology solution
- b. development of strategies to implement a technology solution
- c. development of implementation plan
- d. development of business requirements
- e. documentation of current business processes and the 'to-be' business processes, and identifying gaps and opportunities for improvements
- f. definition of performance measures, performance targets, benefits and return on investment

Stream 5: Project and Program Management services, including services to orchestrate one or more projects and other initiatives, planning and implementation, project risk management, quality assurance, project objectives, performance measurement and reporting, business case development, payback, ROI/IRR, etc.

Stream 6: Risk and Internal Control services, including but not limited to

- a. development of benchmarking report to compare governance, risk and control activities to our peer groups (organizations/financial institutions of similar size and purpose);
- b. support in the development, enhancement, implementation and periodic assessment of crisis management, risk management, governance, compliance and internal control related oversight activities and documents (this includes but is not limited to Enterprise Risk Management Framework, Organizational Resilience Framework, Internal Control Framework, Risk Appetite Framework, Privacy and Data Governance, Risk Management Culture and Training, Own Risk and Solvency Assessment (ORSA) and Stress Testing, Emerging Risks, Systemic Risks, risks related to Mortgage Funding, Treasury, Investment, Mortgage Insurance, Operation, Fraud, Cyber Security, Climate, Anti-Racism and Equity, Anti-Money Laundering (AML), and other Environmental, Social and Governance related issues, Reputation and Strategy);
- c. research, advice, review and support related to development and validation of risk management related models and analytics tools (this includes but is not limited to Economic Scenario Generator and loss models);
- d. other professional services pertaining to governance, risk and internal controls as required.

Stream 7: Climate Change services, including but not limited to

- a. climate change adaptation and/or mitigation
- b. climate risk:
 - identification, assessment, monitoring and reporting of climate risks, including climate related financial risks, climate related ESG (environmental, social, and governance) risks, transition risks, physical risks and climate related stress testing.
 - climate-related physical and transition risk and opportunity identification and analysis (incl. impacts on housing markets, housing system players, communities and Canadians made vulnerable)

- c. greenhouse gas accounting as it relates to the housing system (e.g. at dwelling and community levels)
- d. climate-related research, data analysis and foresight
- e. analysis, solutioning for domestic and international housing finance sector policy directions on change mitigation and adaptation, incl. but not limited to, climate-related disclosures, climate scenario analysis, and climate-related data and analytics
- f. ESG - Key Performance Indicators and/ or ESG disclosure assessment and benchmarking.
- g. climate change communication and training products

Respondents are required to clearly indicate which service stream(s) they are responding to.

The service streams include a general outline of services to be delivered under each heading. Throughout the Term, CMHC reserves the right to modify and/or add new service streams to the SA. In instances where a new service stream is to be added, all SA Holders will be provided an opportunity to qualify for the new service stream through a similar process.

It is expected that Respondent’s employees with varying years of experience and position are likely to be involved in the provision of the services. As such, for pricing evaluation of this RFSA as well as for the subsequent RFS, RFQ or SOW, pricing is to be provided with reference to the following levels:

Level	Years of experience
Level I - Junior	< 3 years experience
Level II - Intermediate	> 3, < 5 years experience
Level III - Senior	> 5, < 10 years experience
Level IV - Advanced	10+ years experience

For purposes of the evaluation of responses to this RFSA, Respondents must provide a ceiling rate for each level for a particular service stream as indicated in Appendix A. The ceiling rate is the highest hourly rate that the Respondent proposes to charge for services in the particular service stream. Respondents are not allowed to quote prices above the ceiling rates when responding to a RFS, RFQ or SOW resulting from this RFSA during the Initial Term.

Offers must include ceiling quote price for administration or other “add on” charges, which shall not be exceeded when responding to a RFS, RFQ or SOW resulting from this RFSA during the Term.

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. Services may be performed at CMHC or at the selected SA Holder’s business location virtually.

D. TRAVEL

If travel is required in the execution of the Deliverables by the selected SA Holder, such travel will require written pre-approval by CMHC and will be reimbursed in accordance with CMHC’s Travel Policy.

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 SA Master Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the SA 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. Pricing Form (Appendix B)

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	Data Residency. The selected SA 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 statement per each MTR as to how the respondent is in compliance with the mandatory technical requirement(s) outlined above with its response submission.

I. PRE-CONDITIONS OF AWARD – N/A

J. RATED CRITERIA

The following tables sets out the categories, weightings and descriptions of the rated criteria of the RFSA.

Rated criteria category	Weighting
R.1 Experience and qualifications of the organization	35 %
R.2 Approach and Methodology	20 %
R.3 Experience and qualifications of the proposed resources	20 %
R.4 Pricing (See Appendix B for details)	25 %
Total	100 %

Response for rated criteria

Each respondent should provide the following in its response in the same order as listed below for each applicable Stream (ie: Stream 1, Stream 2, Stream 3, etc).

R. 1 Experience and qualifications of the organization

- R.1.1 Provide a brief description of your organization (overview and history).
- R.1.2 Provide an organizational diagram.
- R.1.3 Describe in detail the organization's expertise in the applicable fields relevant to scope of work. The response should clearly indicate which Stream and include information on:
 - a) Years of experience in the field of consulting services;
 - b) Breadth of experience in the field of consulting services;
 - c) Range of clients in the field of consulting services. Preferably include at least two (2) public agencies, Crown corporations and/or large complex organizations (ideally with a public mandate).
- R.1.4 Diversity and Inclusion:
 - a) Indicate whether you have a supplier diversity program in place;
 - b) Indicate whether your organization considers itself a diverse supplier. A diverse supplier is defined as an organization that is owned and controlled by at least 51% of individual(s) who are considered: women, indigenous people, LGBTQ2+, persons with disabilities and visible minorities. If so, indicate whether your organization is a certified diverse supplier and provide certification details.

R. 2 Approach and Methodology

- R.2.1 Describe why your organization is ideally suited to provide consulting services to the Government of Canada's Crown Corporation CMHC, how your organizational values align with ours and how can we better partner together to seek out innovative ways to achieve housing affordability for all.

- R.2.2 Outline how CMHC's account would be handled by your organization to ensure that it receives cost-effective, prompt, personal, efficient and high-quality service.
- R.2.3 Please describe how you will meet all of CMHC's requirements set out in above Sections A - F in this Appendix C.
- R.2.4 Specifically, name the key representative for the CMHC account and provide his/her qualifications.
- R.2.5 Please provide three (3) examples of work performed for other clients within the last twenty-four (24) months from RFSA issuance date, similar to the requirements set out in the Deliverables of the RFSA. For each example include:
 - a) project title;
 - b) company name;
 - c) service provided by the respondent; and
 - d) reference contact name, e-mail address and telephone number.

R. 3 Experience and qualifications of the proposed resources

- R.3.1 Please list the proposed resources in the applicable area of expertise (one page limit). Where possible, please indicate the corresponding resource title in accordance with the pricing form, beside the resource name for ease of cross-reference.
- R.3.2 Please provide a brief bio and qualifications (one page per resource) of the resources assigned to applicable areas of expertise and indicate the level of bilingualism.
- R.3.3 Please briefly describe the role and level of involvement of the key resources in the examples described under R.2.5 above.
- R.3.4 Please indicate the professional accreditation for each resource listed.

K. REFERENCES

CMHC may contact the references provided under rated criteria R.2.5 and as per Part 3 -Terms and Conditions of the RFSA Process

APPENDIX D – MASTER AGREEMENT

The following general terms and conditions will govern every contract issued under this Supply Arrangement (“SA”) Master Agreement.

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

Article 1.0 - The Services

- 1.1** The SA Holder covenants and agrees to provide consulting and/or professional services on an as-and-when required basis as described in Schedule A.
- 1.2** CMHC will issue a written purchase agreement (the “Contract”) to the SA Holder when CMHC requires the consulting or professional services (“Services”). Each Contract issued shall be subject to the terms and conditions of this SA Master Agreement. Upon the issuance of a Contract, the SA Holder shall provide the Services as detailed in the Contract and in accordance with this Master Agreement.
- 1.3** The SA Holder acknowledges that the SA Master Agreement does not guarantee that CMHC will issue a Contract to the SA Holder and that Contracts will be issued at the sole discretion of CMHC based on the Contracting process described “Schedule A”, Contracting Process.
- 1.4** Both parties will comply with all federal, provincial, and local laws, ordinances, rules and regulations applicable to its activities and obligations under this SA Master Agreement.

Article 2.0 - Term of the SA Master Agreement

- 2.1** The term of the Agreement shall be for a period of five (5) years commencing on _____, 2022 and ending on _____, 2027 (the “Initial Term”).

This Agreement may be extended in writing at the sole option of CMHC, at the same terms and conditions except for pricing which will be adjusted based on the Consumer Price Index (CPI), for an additional three (3) year + two (2) year periods (the “Extension Terms”). The Initial Term and any Extension Term herewith, shall be collectively referred to as the “Term”.

- 2.2** Termination

No fault termination

Notwithstanding article 2.1 above, CMHC may terminate this SA Master Agreement and any resulting Contract for any reason with no penalty or charge by giving five (5) days written notice, at any time during the Term.

Termination for Default of SA Holder

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

1. The SA Holder commits a material breach of its duties under the Contract unless the SA 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 five (5) calendar days of receipt of written notice of breach from CMHC;
2. The SA Holder commits numerous breaches of its duties under this SA Master Agreement and/or Contract that collectively constitute a material breach;
3. There is a change in control of the SA 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 SA Holder are acquired by any entity, or the SA Holder is merged with or into another entity to form a new entity, unless the SA Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under the Master Agreement;
4. The SA Holder becomes bankrupt or insolvent, or a receiving order is made against the SA 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 SA Holder. CMHC may terminate a Contract without notice or charge if the SA 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 SA Holder arising out of a Contract 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 Contract. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the SA Holder, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the SA Holder.

SA Holder's Obligations upon Termination

Upon termination of a Contract or delivery of notice of intent to terminate a Contract, the SA Holder shall promptly review all work in progress and forward it to CMHC. The SA Holder shall provide CMHC with any reasonable termination assistance at the rates specified in the Contract, or if no rates are specified, at the SA Holder's standard rates.

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 SA Holder an amount based on rates provided in Schedule B.
- 3.2** Travel Costs. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the SA Holder to perform the Services that are reasonable and comparable to costs allowed under CMHC Travel Policy, attached hereto as Schedule C. The SA 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) and provide it to the designated CMHC Authority for pre-approval. CMHC may, at its sole discretion, not reimburse the Service Provider for the travel costs where the Service Provider has not completed the Estimate Form and obtained a pre-approval. The Service

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

- 3.3** The amount payable to the SA 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 SA Holder unless specifically agreed in writing by the SA 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 SA Holder and shown as a separate item on each invoice. Where the SA Holder is required to collect the GST/HST, the invoice issued by the SA Holder shall show the SA Holder's GST/HST number. Where the SA Holder is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The SA Holder shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

Withholding tax for non-resident SA Holders who render services in Canada is applicable. Any payments made to the SA Holder 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 SA Holder, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

3.5 Invoicing

The SA Holder shall submit detailed invoices to CMHC for every phase and/or completed milestone completed during the term of the Contract describing the Services provided during the period covered by the invoice. The SA Holder must allow 30 days from delivery of invoice for payment without interest charges. The SA Holder cannot invoice prior to performance of the Service under the Contract. CMHC will issue a Contract with a purchase agreement number for every purchase under this SA Master Agreement.

All invoices must make reference to the applicable PO number and the PA number and shall be sent electronically to accountspayable@cmhc-schl.gc.ca

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

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

3.5.1 Method of Payment

All payments due under the SA Master Agreement will be made by means of Electronic Funds Transfer (“EFT”). The SA 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. In the event that CMHC is unable to make payment by EFT, the SA Holder 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 SA Holder’s social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The SA 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 SA Holder is required to ensure that the information provided remains accurate and up to date. The SA 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 SA 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 SA 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 SA 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 SA 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 SA 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 SA Holder.

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

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

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

The SA 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 SA 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 SA 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 SA 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 SA 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 SA Holder's Indemnification

Except to the extent permitted by law, the SA 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 SA 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 SA Holder. The SA 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 SA 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 SA Holder

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

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

4.5 SA Holder's Authority

The SA 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 SA 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 SA 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 SA Holder shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The SA Holder must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the SA Holder's duties to that third party and the SA 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 SA 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 SA Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the SA Holder's obligations under the SA Master Agreement. Upon

such payment, CMHC shall have no further obligation of any nature or kind to the SA 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 SA Master Agreement.

4.8 Insurance Requirements

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 \$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 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 \$2,000,000 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.

Other Conditions

If there are material changes in the scope of Services provided under this SA Master Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by SA Holder pursuant to this insurance clause shall be primary with respect to this SA Master Agreement and any valid and collectible insurance of CMHC shall be excess of SA Holder'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 the SA Holder 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 SA Master 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 SA Master Agreement or any other contract, the SA Holder agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this SA Master 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 SA Holder 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 a Contract issued from this SA Master Agreement.

4.9 Security Measures

When applicable, CMHC shall have the right to conduct an assessment of SA Holder's security controls and frameworks (the "Security Measures") which assessments may be carried out by CMHC itself or by a third party on behalf of CMHC (the "Security Measures Assessment").

For CMHC information, such as the technology, the property, CMHC intellectual property rights, CMHC developments and/or CMHC confidential information ("CMHC Data") classified up to Protected B information and residing on the SA Holder's network or for which the SA Holder has access, custody or control the SA Holder must:

- Provide proof that controls are 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. based on ISO27001:2013, ITSG-33 or equivalent.
- Provide proof that a threat and risk assessment has been completed and actioned and provide independent audit reports stating that they are compliant with risk management practices;
- Provide proof of a network vulnerability scan that has been conducted in the last year and recommendations were actioned.
- Provide proof that physical security requirements are in place to meet RCMP standards for the safeguarding of Protected B data.

4.10 No Limitation

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

4.11 Non-Compliance

If the SA Holder fails to comply with a direction or decision of CMHC properly given under the terms of the SA 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 SA 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.

4.12 Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the SA 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 SA Holder will not be able to fulfill its obligations under the SA Master Agreement, CMHC may secure the services of other qualified SA Holders to perform the Services without further compensation or obligation to the SA Holder.

4.13 Non-Waiver

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

4.14 Laws Governing SA Master Agreement

This SA Master Agreement and any resulting Contract 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 SA Holder shall give all notices and obtain all licenses, permits and authorizations required to perform the Services under the resulting Contract.

4.15 Official Languages

The SA Holder acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The SA Holder agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the *Act*. The SA Holder further understands and agrees to ensure that Services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

4.16 Access to CMHC Property and Security Clearance

The SA Master Agreement does not provide automatic access to CMHC premises. Where specified in the SA Master Agreement and/or a resulting contract CMHC agrees to permit access by the SA Holder's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this SA Master Agreement. However, CMHC reserves the right to refuse entry of SA 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 health, safety and/or security regulations or interferes with CMHC operations at the site.

The SA Master Agreement holder agrees to comply with CMHC's vaccination requirements, as may be amended from time to time, the whole as appears more fully as Appendix E – Vaccination Compliance Attestation, CMHC Service Provider and signed by a duly authorized officer

Employees of the SA 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 SA Master Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the SA 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 they are not security cleared, the SA Holder 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.

4.17 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the SA 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 SA 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.

4.18 Assignment of the SA Master Agreement

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

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

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

4.20 Severability

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

4.21 Scope of SA Master Agreement

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

4.22 Binding

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

Article 5.0 - SA Master Agreement Administration

5.1 Contract Administrator

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

The Parties shall notify the other in writing in the event that the SA Master Agreement administrator is changed. CMHC will notify the SA Holder in writing of the names of any CMHC representatives who are authorized to assign responsibilities and approve payments with respect to the Services contemplated in this SA Master Agreement.

5.2 Notices

All notices issued under the SA Master Agreement and any resulting Contract shall be in writing and shall be transmitted via mail, courier or e-mail:

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name: identified at SA award
Title:
Phone:
Email: @cmhc-schl.gc.ca

To the SA Holder at the following address:

LEGAL NAME of SA HOLDER

Name: identified at SA award
Title:
Phone:
E-mail:

Article 6.0 - Documents comprising the SA Master Agreement

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

- a. This form of SA Master Agreement as executed PA #_____;
- b. CMHC's resulting contract executed and applicable PO #; and
- c. SA Holder's response to RFSA-000947.

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

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

SA HOLDER

CANADA MORTGAGE AND HOUSING CORPORATION

Name:

Identified at SA award

Title:

Title:

Date:

Date:

SCHEDULE A – SERVICES

- To be completed and agreed upon with the selected SA Holder.

SCHEDULE B – RATES

- To be completed and agreed upon with the selected SA 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.

- 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.
- 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.
- 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 (sample allowance)					
Private non-commercial accommodation allowance	Breakfast	Lunch	Dinner	Daily Meals	Totals –
\$50.00	\$20.65	\$20.90	\$51.25	\$92.80	

- 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 October 1, 2019, 57.0¢/km for vehicles registered in Ontario and 54.0¢/km for vehicles registered in Quebec, as at October 1st, 2019 (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.

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 SERVICE PROVIDERS

SERVICE PROVIDER 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)		
Total		

Approved by: (CMHC financial authority signature)

SCHEDULE E – VACCINATION COMPLIANCE ATTESTATION CMHC SERVICE PROVIDER

TO: Canada Mortgage and Housing Corporation (“CMHC”)

RE: CMHC Vaccination Requirements for Service Providers

The undersigned duly authorized officer(s) of [*Name of Service Provider*] (the “**Service Provider**”), hereby attests that:

1. Service Provider has read and understands CMHC’s vaccination requirements, which take effect on October 31, 2021, and are described in Exhibit “A” hereto;
2. Compliance with CMHC’s vaccination requirements, as may be amended from time to time, will be maintained at all times by Service Provider and Service Provider’s personnel;
3. It is expressly understood that proof of vaccination will be required to be provided to CMHC prior to any Service provider’s personnel being granted access to any CMHC physical workspace;
4. Service Provider acknowledges that non-compliance with CMHC’s vaccination measures will result in the refusal by CMHC to grant access to any CMHC physical workspace, in addition to any other rights or remedies available to CMHC pursuant to CMHC’s agreement with Service Provider, applicable law or government mandated measures; and
5. It is the express wish of the undersigned that this attestation be drafted in English. Le soussigné a exigé que cette attestation soit rédigée en langue anglaise.

Name of authorized officer: _____

Job Title: _____

Signature: _____

Exhibit “A” to Schedule E

Please take note of the following COVID-19 vaccination measures and change in mask wearing guidelines.

CMHC Vaccination Measures

To support the health and safety of our employees and the communities we serve, we are introducing the following vaccination requirement as of **November 1, 2021**:

- The following individuals must be fully vaccinated:
 - **Employees, volunteers, contractors, and Board members accessing a CMHC workspace for any reason at any time;** and
 - **CMHC employees whose job duties may bring them into proximity with other people.** This would include employees who need to meet in person with external parties such as clients, suppliers, or other business partners and stakeholders. (Please note that all work activities must be performed virtually during phase 1 of our workplace reintegration plan and virtual first remains the default during phase 2. Employees are not obligated to meet with people in person.)
- Valid proof of vaccination will be required at the point of entry to all CMHC workspaces (e.g., confirmation/passport issued by provincial/territorial ministry or federal equivalent). Proof of vaccination will be used only to verify that the individual is eligible to be onsite. At this time, the information on the vaccination certificate will not be stored by CMHC.
- By November 1, 2021, all employees will be required to certify via employee attestation that they have read and understand the vaccination measures and acknowledge that compliance is a condition of employment. The attestation will not require vaccination status to be disclosed.
- At this time, an individual will be considered fully vaccinated if they have received both doses of a Health Canada approved vaccine series/combination with 14 days having elapsed after the final dose.
- These measures apply to current and future employees, volunteers, contractors, and Board members who may be required or choose to come onsite.

The Government of Canada has announced its intention to require vaccination against COVID-19 across the federal public service. These vaccination measures may evolve as the public health situation changes, and as more information becomes available about the broader Government of Canada mandatory vaccination measures.

[Vaccination](#) is the most effective tool to reduce the risk of COVID-19 for Canadians and to protect broader public health. Medical appointments related to your health, including vaccination appointments, should remain a priority. Please do not miss or postpone medical related appointments due to work commitments.

Update to mask wearing guidelines

In accordance with Health Canada's Public Service Occupational Health Program (PSOHP), we have updated our mask wearing guidelines as follows:

- Employees are required to wear a non-medical facemask at all times inside CMHC workplaces. This includes when sitting at a workstation, even if the stations are two or more metres apart.
- This applies to employees working alone in the workspace, as this will help guard against transmission if someone else enters the space.
- Masks can be removed when eating or drinking.

Our mask wearing guidelines and all other safety measures and protocols will remain in place until further notice, regardless of vaccination status.