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REQUEST FOR PROPOSAL (RFP)

For

- Category 1: Benefits Consulting and Actuarial Services
- Category 2: Pension Consulting and Services
- Category 3: Pension Actuarial Consulting Services
- Category 4: Compensation Consulting Services

Request for Proposal (RFP) No.: RFX000689
Issued: January 25, 2022
Submission Deadline: March 7, 2022 at 2pm local time
Address Inquiries to RFP Contact: Djamel Djouaher
Email: ddjouahe@cmhc-schl.gc.ca

Canada 



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PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFP

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 variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Housing, Diversity, and Inclusion. CMHC has 2,200 employees located at its National Office in Ottawa, and at various business centers throughout Canada. The business center areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

With this RFP CMHC is seeking prospective proponents to submit proposals for the purpose of providing various consulting services in the following service categories and as further described in Section A and B of the RFP Specifications (Appendix C):

- Category 1: Benefits Consulting and Actuarial Services
- Category 2: Pension Consulting and Services
- Category 3: Pension Actuarial Consulting Services
- Category 4: Compensation Consulting Services

It is CMHC’s intention to enter into an agreement on a non-exclusive basis with one (1) proponent for all service categories. The term of the agreement resulting from this RFP is to be for an initial term of five (5) years and, at the sole option and discretion of CMHC, may be extended on the same terms and conditions for two (2) additional renewal periods – one (1) renewal period of three (3) years and one additional renewal period of two (2) years for a cumulative total not to exceed ten (10) years.

More details can be found in RFP Specifications (Appendix C).

1.2 RFP CONTACT

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

Djamel Djouaher
ddjouahe@cmhc-schl.gc.ca

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

1.3 TYPE OF CONTRACT FOR DELIVERABLES

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with CMHC for the provision of the scope of work and deliverables (collectively the “Deliverables”). The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for the agreement between CMHC and the selected proponent.

1.4 RFP PROCESS TIMETABLE

Issue Date of RFP and questions periods start dates	January 25, 2022
Submission of signed NDA	Between January 25, 2022, and February 1, 2022
Provision of confidential documents (Section G – Material Disclosures) to proponents	February 2, 2022
Deadline for Questions	February 11, 2022
Deadline for Issuing Addendum with Q&A on buyandsell.gc.ca	February 22, 2022
Submission Deadline of proposals	March 7, 2022
Evaluation Deadline of short-listed proponents	March 28, 2022
Presentation stage with short-listed proponents	Between April 11-13, 2022
Evaluation and selection of lead proponent(s)	April 22, 2022
Anticipated Contract Negotiation Period	May-June, 2022
Anticipated Execution of Agreement	July 2022

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

1.5 SUBMISSION OF PROPOSALS

1.5.1 PROCUREMENT BUSINESS NUMBER

CMHC utilizes the Supplier Registration Information (“SRI”) database maintained by Public Services and Procurement Canada (“PSPC”) as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business Number (“PBN”) provided by this registration must be included with the proponent’s proposal. If proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

1.5.2 PROPOSALS TO BE SUBMITTED AT THE PRESCRIBED LOCATION IN PRESCRIBED MANNER

Proposal 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”)

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

Please be advised that EBID has a size limitation of 10 MB. Proponents may submit their proposal 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. Individual files are to be submitted in pdf format.

Supplier name + RFP # + document content identification, for example

Smith RFP-000689 Mandatory Requirements
Smith RFP-000689 Appendix A

Smith RFP-000689 Appendix B and so on

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

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

1.5.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: **March 7, 2022 at 02:00 pm Ottawa local time** ("Submission Deadline")

Proposals submitted after the Submission Deadline will be rejected. CMHC does not accept any responsibility for proposals delivered to any other location or by any other means by the proponent. Proponents are advised to make submissions well before the Submission Deadline. Proponents making submissions near this deadline do so at their own risk. Proponents will be deemed to be received when they enter into CMHC's systems and CMHC accepts no responsibility for proposals 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.

1.5.4 AMENDMENT OF PROPOSALS

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by email prominently marked with the RFP title and number and the full legal name and return address of the proponent to the email address set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. CMHC will assess the proposal "as is" and CMHC will not correct or accept any responsibility for errors submitted by the proponent.

1.5.5 WITHDRAWAL OF PROPOSALS

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

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 STAGES OF EVALUATION AND NEGOTIATION

CMHC will conduct the evaluation of proposals and negotiations in the following stages:

2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements due at time of submitting the proposal, such as licences or certificates, and detailed in Section H of the RFP Specifications (Appendix C). Should a proponent not include a submission requirement with its proposal, the proponent will be notified by CMHC and will have forty-eight (48) hours from the time of notification to meet this requirement. Only proponents 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 proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in Section I of the RFP 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 proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 of Part 3. Only proponents 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 proposal on the basis of the rated criteria as set out in Section K of the RFP Specifications (Appendix C).

2.1.3 Stage III – Pricing

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

2.1.4 STAGE IV – PRESENTATION

Stage IV will consist of a presentation (the "Presentation") by the top three (3) scoring proponents to a committee of CMHC employees with the right to vote (the "Evaluation Team") as set out in Section L of the RFP Specifications (Appendix C).

2.2 RANKING AND CONTRACT NEGOTIATIONS

2.2.1 SCORING BY THE EVALUATION TEAM

The following scoring matrix has been developed to assist the Evaluation Team in the scoring process of the rated criteria detailed in the section K of the RFP Specifications (Appendix C)

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

2.2.2 RANKING OF PROPONENTS

After the completion of Stage III, all scores from (i) Stage II (B) and (ii) Stage III will be added together, and the proponents will be ranked based on their total scores. The three (3) top ranked proponent(s) will receive a written invitation to Stage IV. After completion of Stage IV, all scores from (i) Stage II (B), (ii) Stage III, and (iii) Stage IV will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with CMHC. In the event of a tie, the successful proponent will be the proponent selected by way of negotiations, requiring proponents to answer additional questions, provide supplementary information or make additional presentations such that CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information in an effort to select a top-ranked proponent.

2.2.3 CONTRACT NEGOTIATION PROCESS

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (Part 3). The negotiation process will not constitute a legally binding offer to enter into a contract on the part of CMHC or the proponent and there will be no legally binding relationship created with any proponent prior to the execution by both CMHC and the proponent of a written agreement. The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for commencing negotiations between CMHC and the selected proponent. As a part of the negotiation process, CMHC may request supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and CMHC may include requests for improved pricing or performance terms from the proponent.

2.2.4 TIME PERIOD FOR NEGOTIATIONS

CMHC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, in accordance with the timeframe outlined under Section 1.4 of this RFP. A proponent invited to enter into direct contract negotiations should therefore be prepared to: (i) satisfy the pre-conditions of award listed in Section J of the RFP Specifications (Appendix C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

2.2.5 FAILURE TO ENTER INTO AGREEMENT

If the pre-conditions of award listed in Section J of the RFP Specifications (Appendix C) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the contemplated Contract Negotiation Period, pursuant to 1.4 of this RFP, then CMHC may discontinue negotiations with the top-ranked proponent and invite the next-best-ranked proponent to enter into negotiations. This process will continue until: (i) an agreement is finalized, (ii) there are no more proponents remaining that are eligible for negotiations or (iii) CMHC elects to cancel the RFP process.

2.2.6 NOTIFICATION OF NEGOTIATION STATUS

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 PROPOSALS IN ENGLISH OR FRENCH

Proponents may submit their proposals in either of Canada's Official Languages, English or French.

3.1.3 NO INCORPORATION BY REFERENCE

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

3.1.4 REFERENCES AND PAST PERFORMANCE

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

3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE

CMHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS

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

3.1.7 PROPOSAL TO BE RETAINED BY CMHC

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

3.1.8 TRADE AGREEMENTS

Proponents 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 RFP.

3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

CMHC makes no guarantee of the value or volume of Deliverables to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. In its sole discretion, CMHC may contract with others for goods and services that are the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1 PROPONENTS TO REVIEW RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions, pursuant to Section 1.4 of this RFP. No such communications are to be directed to anyone other than the RFP Contact. CMHC is under no obligation to provide additional information, and CMHC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CMHC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA

This RFP 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 RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix B), proponents 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 proposals, CMHC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section I of the RFP Specifications (Appendix C). CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information.

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 NOTIFICATION TO OTHER PROPONENTS

Once an agreement is executed by CMHC and a proponent, the other proponents will be notified of the outcome of the procurement process.

3.3.2 DEBRIEFING

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

3.3.3 PROCUREMENT PROTEST PROCEDURE

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the applicable trade agreement. The notice must provide a detailed explanation of the proponent'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 proponent for any conduct, situation or circumstances, determined by CMHC, in its sole and absolute discretion, to constitute a "Conflict of Interest", as defined in the Submission Form (Appendix A).

3.4.2 DISQUALIFICATION FOR PROHIBITED CONDUCT

CMHC may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if CMHC determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 PROHIBITED PROPONENT COMMUNICATIONS

Proponents 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 PROPONENT NOT TO COMMUNICATE WITH MEDIA

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

3.4.5 NO LOBBYING

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

3.4.6 ILLEGAL OR UNETHICAL CONDUCT

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents 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 proposals 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 its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 CONFIDENTIAL INFORMATION

3.5.1 CONFIDENTIAL INFORMATION OF CMHC

All information provided by or obtained from CMHC in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of CMHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed to third parties without prior written authorization from the RFP Contact; and
- (d) must be returned by the proponent to CMHC immediately upon the request of CMHC.

3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal 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. Proponents are advised that as a Crown Corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation. Proponents are also advised that their proposals may, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 NO CONTRACT 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 law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP 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 proponent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of proponents, a decision to reject a proposal or disqualify a proponent, or a decision of the proponent to withdraw its proposal.

Notwithstanding the foregoing or anything to the contrary herein, CMHC’s total liability to proponents for any cause of action arising out of or in relation to this RFP process, giving rise to liability, whether in contract or in tort, shall be limited to the reasonable costs incurred by proponents in preparing its proposal for matters relating to this RFP process. In no event, whether in contract or in tort shall CMHC be liable for any indirect, consequential, exemplary, punitive, incidental, or special damages or lost profits, even if CMHC has been advised of the possibility of such damages in advance.

3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or services will be created between the proponent and CMHC through this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 NON-BINDING PRICE ESTIMATES

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely affect the evaluation or ranking or the decision of CMHC to enter into an agreement with the proponent for the Deliverables.

3.6.4 CANCELLATION

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

3.7 GOVERNING LAW AND INTERPRETATION

These Terms and Conditions of the RFP 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. PROPONENT INFORMATION

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Procurement Business Number (PBN):	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 goods or services will be created between CMHC and the proponent unless and until CMHC and the proponent execute a written agreement for the Deliverables.

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 RFP.

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

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

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

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

8. DISCLOSURE OF INFORMATION

The proponent warrants that neither the proponent nor one or more of the proponent'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 proponent's proposal.

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

The proponent hereby agrees that any information provided in this proposal, 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 proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CMHC to the advisers retained by CMHC to advise or assist with the RFP process, including with respect to the evaluation this proposal.

9. SECURITY CLEARANCE

The proponent agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as outlined in Section E. Security of the RFP Specifications (Appendix C).

10. VACCINATION REQUIREMENTS

The proponent agrees that: (a) it and any other persons for which it is responsible, who are to perform the work stated in this RFP, will comply with CMHC's vaccination requirements, as may be amended from time to time and (b) a duly authorized officer of proponent will sign the Vaccination Compliance Attestation in the form set out in Schedule [XYZ] of the Agreement form attached hereto as Appendix D at the request of CMHC and submit it with the proposal by the Submission Deadline.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

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, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labor and material costs, ongoing 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) Hourly rates for resources shall be annually increased and capped at Consumer Price Index (CPI).
- (d) Fixed fee rates shall be annually increased and capped at Consumer Price Index (CPI).
- (e) Travel expenses are considered separate expenses and will be reimbursed in accordance with CMHC's Travel Policy outlined in the Form of Agreement included in Appendix A of this RFP.

2. EVALUATION OF PRICING

Pricing is worth 15% of the total score.

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

- Hourly rates (3% weighting):

Hourly rates must only be submitted once and shall be applicable to all four categories.

Step 1: Lowest average hourly rate ÷ proponent's average hourly rate x 3% weighting = proponent's average hourly rate points

- Fixed fees (12% weighting):

Category 1: Benefits Consulting and Actuarial Services (3% weighting)

Category 2: Pension Consulting and Services (3% weighting)

Category 3: Pension Actuarial Consulting Services (3% weighting)

Category 4: Compensation Consulting Services (3% weighting)

Fixed fees must be submitted tailored to each of the four categories.

The following Formula will be applied to each of the four categories (cat):

Step 2: $\frac{\text{Lowest Total cat (x) fixed fee}}{\text{proponent's Total cat (x) fixed fee}} \times 3\%$
weighting = proponent's Total cat (x) fixed fee points

- Total: Addition of all 5 pricing points:

Step 3: *proponent's average hourly rate points + Proponent's cat 1 total pricing points + Proponent's cat 2 total pricing points + Proponent's cat 3 total pricing points + Proponent's cat 4 total pricing points = Proponent's total pricing points*

3. PRICING FORM

Table 1 – Hourly Rates (applicable to all four categories)

Proponents are asked to complete table 1 below only once. The same hourly rates will be applied to all four service categories.

- Category 1: Benefits Consulting and Actuarial Services
- Category 2: Pension Consulting and Services
- Category 3: Pension Actuarial Consulting Services
- Category 4: Compensation Consulting Services

Please provide the hourly rates that would be charged to CMHC for each team member that would be involved in supporting the CMHC account, based on the following descriptive of experience expectations.	Hourly Rate
<p>Senior consultant: Staff highly skilled and with a large experience providing strategic advice to employer and Board with respect to actuarial and benefits solutions. We expect the Senior Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 20 years of experience in the relevant benefit field.</p>	\$ (.)
<p>Consultant: Staff providing employer and Board with respect to actuarial and benefits solutions. We expect the Consultant to be a Fellow of the Canadian Institute of Actuaries or with equivalent experience, with at least 10 years of experience in the relevant benefit field.</p>	\$ (.)
<p>Senior analyst: Staff with experience in providing support to Consultant and Senior Consultant for the preparation of requested information regarding actuarial and benefits solutions. We expect the senior analyst to have at least 5 years of experience in the relevant benefit field.</p>	\$ (.)
<p>Junior analyst: Staff providing support to the senior analyst for preparation of requested information regarding actuarial and benefits solutions.</p>	\$ (.)
<p>If not already included in the above-quoted fees, please elaborate on translation costs.</p>	\$ (.)
<p>Average hourly rate used for evaluations</p>	\$

Table 2 – Fixed Fees - Category 1: Benefits Consulting and Actuarial Services

Provide a detailed breakdown of the cost for each element, if applicable.	Annual Fixed Fee
Review of Financial Agreements - Assistance in the review of the letter of financial agreement as it pertains to the review of administrative fees, premium rates and retention fees.	\$ (.) Annually
Review of Financial Reports - Review of annual results reports of the financial health of CMHC's Group Insurance Benefits Plan.	\$ (.) Annually
Renewal	\$ (.) Annually
Health/Wellness Report (ref rated item #XXX)	\$ (.) Annually
Post-employment/retirement valuation - Cost for the preparation of a post-employment and post-retirement actuarial valuation (including required IFRS 19 and IAS 24 disclosures, 5-year projection of the valuation and accounting results, and impact of changes in assumptions (sensitivities)).	\$ (.) Annually
Legislative/trend updates (Once a year)	\$ (.) annually
One annual planning meeting	\$ (.) Annually
Quarterly Meetings (4 meetings a year)	\$ (.) Annually
Monthly group insurance meetings (x 12 meetings a year)	\$ (.) Annually
Total fixed fees used for evaluation	\$

Table 3 – Fixed Fees - Category 2: Pension Consulting and Services

Provide a detailed breakdown of the cost for each element, if applicable.	Annual Fixed Fee
Provide the annual cost (based on estimated 30 calculations) for the following calculations under the registered pension plan and non registered pension plans: <ul style="list-style-type: none"> - Buyback estimate and final costs (going concern methodology) - Transfer amount (going concern actuarial value) for pension transfer agreements 	\$ (.) Annually
Presentation of valuation results to the Pension Council members, including: <ul style="list-style-type: none"> - Preparation of a presentation document - Preparation of a one-year projection of valuation results under three funding scenarios. 	\$ (.) Annually
Recommendation with respect to the contributions to be made to the pension plan for each of Option A and Option B, to maintain a cost-sharing of 50/50 between the Employer and Employee.	\$ (.) Annually
Actuarial valuations of the Defined Benefits Supplemental and Executive Pension Plans (DB SPP/ESPP) for purposes of the establishment of the value of the Letters of Credit, based on the current SPP/ESPP provisions, trust agreements and Retirement Compensation Arrangements (RCA)	\$ (.) Annually
Tools required for secure file transmission through SFTP or MFT	\$ (.) Annually
Tools to perform in-house estimate calculations of commuted values and buybacks.	\$ (.) Annually
Total fixed fees used for evaluation	\$

Table 4 – Fixed Fees - Category 3: Pension Actuarial Consulting Services

Provide a detailed breakdown of the cost for each element, if applicable.	Annual Fixed Fee
<p>Provide full annual actuarial valuations of the basic pension plan in accordance with OSFI requirements, the PBSA and its regulations, with CRA requirements, the ITA and its regulations and accepted actuarial practices. This includes:</p> <ul style="list-style-type: none"> - Receipt and checks of membership and plan asset data which includes usual queries on data and adjustments. - High-level review of assumptions and confirmation with CMHC. - Determination of liabilities based on the prior year valuation assumptions and one set of revised assumptions. - Recommendation with respect to the contributions to be made to the Basic pension plan. - Preparation of a summary of the results and one meeting to present results to CMHC. - Presentation of an actuarial valuation report with complete disclosures to be reviewed by CMHC and edited as required. Includes reporting of details for the reduction in solvency special payments as per the special PBSA rules for Crown Corporations. - Filing of actuarial valuation report and the actuarial certification required by OSFI and CRA. 	<p>\$ (.) Annually</p>
<p>Valuation work related to conditional indexation for post-2017 service, including:</p> <ul style="list-style-type: none"> - Determination of post-2017 notional assets in accordance with a conditional indexation policy, including determination of notional post-2017 special payments. - Calculation of going-concern and solvency liabilities separately for pre-2018 service benefits and for post-2017 service benefits. - Calculation of current service cost under three bases: <ul style="list-style-type: none"> - Minimum funding (without indexation) - Maximum funding (with indexation) - Funding policy (with indexation but without margin for adverse deviations) - Incorporation in summary of results for meeting with CMHC of results allowing decision regarding conditional indexation. 	<p>\$ (.) Annually</p>
<p>Presentation of valuation results to the Pension Fund Trustees, including:</p> <ul style="list-style-type: none"> - Preparation of a presentation document - Preparation of a one-year projection of valuation results under three fund return scenarios. 	<p>\$ (.) Annually</p>

<p>Additional recurring work related to the actuarial valuation for funding purposes, as follows:</p> <ul style="list-style-type: none"> - Provide year by year solvency valuation Replicating Portfolio cash flows - Provide year by year going concern valuation cash flows - High level analysis of gains/losses on a solvency basis - 1 year solvency financial projection - Breakdown of going concern liabilities by province for HST filings 	<p>\$ (.) Annually</p>
<p>Cost for annual Replicating Portfolio Model/Tool, including:</p> <ul style="list-style-type: none"> - Update to yields and expected asset defaults - Purchase of data from provider to obtain cash flows underlying bond indices - Update to pension benefit cash flows - Determine optimal best estimate portfolio using cash flow matching tool - Update to all capital market assumptions in stochastic model - Determine margin for economic risks using stochastic model - Update margin for mortality - Validate market practices with insurers - Additional disclosures in valuation report, as required. 	<p>\$ (.) Annually</p>
<p>Additional work regarding the use of the Replicating Portfolio Model/Tool, including:</p> <ul style="list-style-type: none"> - Calculation of disclosure items required under OSFI's instruction guide when a replicating portfolio is used: - Solvency position on annuity proxy basis - Determination of underlying discount rate to obtain Replicating Portfolio results with other solvency assumptions used on annuity proxy basis - Completion of OSFI's Replicating Portfolio Information Summary form and filing on OSFI's portal 	<p>\$ (.) Annually</p>
<p>Annual update and calibration of Replicating portfolio discount rate tool</p>	<p>\$ (.) Annually</p>
<p>Results, reports, and disclosures as required by Section 4600 of the CPA Canada Handbook for the basic pension plan financial statements.</p>	<p>\$ (.) Annually</p>
<p>Determination of results (including the following year expected pension expense and cash flows), reports and disclosures, and impact of changes in assumptions (sensitivities) as required by IFRS (currently IAS 19 and IAS 24 - Related Party Disclosures) for CMHC's annual financial statements for the Defined Benefits Registered Pension Plan and Supplemental and Executive Pension Plans (DB RPP/SPP/ESPP)</p> <ul style="list-style-type: none"> - The actuarial valuation for accounting purposes of the RPP, SPP and ESPP will be performed 	<p>\$ (.) Annually</p>

<p>concurrently with the funding valuation of the RPP, and using assumptions mostly similar to the funding assumptions.</p> <ul style="list-style-type: none"> - Includes preparation of a single report with RPP/SPP results itemized separately from RPP results. - Includes a 5-year projection of accounting results for the SPP/ESPP only, in a spreadsheet separate from the report. - Includes any analysis required to determine the impact of IFRIC 14. 	
<p>If no actuarial valuation is performed, annual extrapolation of the funded position of CMHC's basic pension plan, based on a going concern, solvency, and IAS 19 basis.</p>	<p>\$ (.) Annually</p>
<p>Determination of results (including the following year expected pension expense and cash flows), report and disclosures, and impact of changes in assumptions (sensitivities) as required by IFRS (currently IAS 19 and IAS 24 - Related Party Disclosures) for CMHC's annual financial statements for the DB RPP/SPP/ESPP, including:</p> <ul style="list-style-type: none"> - Calculation of service cost under each of Option A and Option B and considering the proportion of members electing each option. 	<p>\$ (.) Annually</p>
<p>Five-year projections of actuarial valuation results of the basic plan based on certain assumptions provided by CMHC for a baseline scenario and possibly additional scenarios.</p>	<p>\$ (.) Annually</p>
<p>Annual update and calibration of CMHC internal customized projection tool providing results for the basic plan.</p>	<p>\$ (.) Annually</p>
<p>Total fixed fees used for evaluation</p>	<p>\$</p>

Table 5 – Fixed Fees - Category 4: Compensation Consulting Services

Provide a detailed breakdown of the cost for each element, if applicable.	Annual Fixed Fee
<p>Executive compensation consulting services - costing on the following services assuming to be performed ad-hoc once per year:</p> <ul style="list-style-type: none"> Benchmarking up to 25 executive roles Recommending an appropriate compensation philosophy Salary range design Incentives design (short and long term) Design of programs relating to perquisites Consulting on miscellaneous areas relating to executive compensation program design (e.g., tax considerations) Evaluation of the current executive compensation program 	<p>\$ (.) Annually</p>
<p>General compensation consulting services: costing on the following services assuming to be performed ad-hoc once per year:</p> <ul style="list-style-type: none"> Benchmarking of individual roles or families Recommending an appropriate corporate compensation philosophy Salary range design Incentives design (short term) Consulting on miscellaneous areas relating to corporate compensation program design (e.g., tax considerations) Evaluation of the current corporate compensation programs, both unionized and non unionized 	<p>\$ (.) Annually</p>
<p>Annual costs associated with utilization of systems and databases on an ad-hoc basis.</p>	<p>\$ (.) Annually</p>
<p>Annual costs associated with the administration of surveys on CMHC's behalf on an ad-hoc basis.</p>	<p>\$ (.) Annually</p>

Annual costs associated with the generation of reports or research on an ad-hoc basis.	\$ (.) Annually
Annual cost for consultation on topics relating to Pay Equity and/or Pay Equity in the context of Employment Equity on an ad-hoc basis	\$ (.) Annually
Total fixed fees used for evaluation	\$

APPENDIX C – RFP SPECIFICATIONS

A. BACKGROUND

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

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

The successful proponent is expected to demonstrate excellence in the services they provide and in a manner that closely aligns with CMHC's current business practices, corporate values, and culture.

CMHC strives to achieve business excellence and provides inclusive and diverse services to all employees. We exercise the highest standards of competence, trustworthiness, and prudence in conducting our business relationships and in managing the financial, physical and human resources entrusted to our care. We encourage learning, innovation, and personal initiative to continuously improve the way we do business and achieve the best possible results for Canadians.

At CMHC, we are committed to creating and sustaining an inclusive workplace culture where our people have a sense of belonging within our company and are fully enabled to bring their most authentic, productive, innovative, and collaborative selves to work; ultimately providing a wider range of programs and services that address the diverse housing needs of Canadians.

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

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

CMHC is seeking a proponent who can provide the following professional services. For the purposes of this RFP, CMHC has divided the work into four (4) Categories. Proponents responding to this RFP must bid on all four (4) service categories:

- Category 1: Benefits Consulting and Actuarial Services
- Category 2: Pension Consulting and Services
- Category 3: Pension Actuarial Consulting Services
- Category 4: Compensation Consulting Services

The service requirements for each of the four (4) Categories are identified below:

Category 1 – Benefits Consulting and Actuarial Services

The group insurance plans cover active regular employees, executives, Directors, the President, contract employees, retirees, and surviving dependents. Regular and contract employees are eligible if they work at least 25 hours every two weeks. Please consult Section K and Appendices H, I, J and K for further details on CMHC's benefit plans and services required.

Additionally, actuarial services required for this Category include:

- Review annual financial results and provide an assessment of financial health of CMHC's Group Insurance Benefits Plan as well as make recommendations, as required.
- Prepare post-employment, post-retirement, and actuarial valuations in accordance with International Financial Reporting Standards (currently IAS 19 - Employee Benefits), including support for assumptions and related disclosures (including IAS 24 – Related Party Disclosures) for financial reporting purposes.
- Determination of results (including the following year expected pension expense and cash flows), reports and disclosures, and impact of changes in assumptions (sensitivities) as required by IFRS (currently IAS 19 and IAS 24 – Related Party Disclosures) for CMHC's financial statements.
- Prepare five (5) year extrapolation of valuation and accounting results. The proponent will provide the turnaround times for the actuarial valuation and related financial reporting disclosures and the 5-year extrapolation of results for the post-employment and post-retirement benefit plans.

Category 2 – Pension Consulting and Services

The CMHC Pension Plan is a federally regulated private pension plan subject to the Pension Benefits Standard Act, 1985 (PBSA), and to the Income Tax Act (ITA) and its Regulations. The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator and supervisor of federally regulated private pension plans.

CMHC's pension plan is a defined benefit pension plan and provides pension benefits in accordance with ITA limits applicable to registered pension plans, and supplemental benefits in excess of ITA limits. Additional benefits are also provided for the corporation's executives.

On April 3, 2013, the DB Plan was closed to new entrants. CMHC employees who became members of the CMHC Pension Plan on or after April 4, 2013, participated in a Defined Contribution (DC) component of the CMHC Pension Plan.

On January 1, 2014, some provisions of the plan were amended for service accrued between January 1, 2014, to December 31, 2017.

On January 1, 2018, the DB Plan was reopened for all employees. The new DB Plan design (Post-2017 DB Plan) applies only to the part of the pension associated with the service starting January 1, 2018. For eligible employees who participated in the DB Plan prior to January 1, 2018, the pension plan provisions remain unchanged for the part of the pension associated with the Pre-2018 service.

Consequently, the pension and related benefits are considered in three parts:

- Service Pre-2014 (up to and including December 31, 2013)

- Service Post-2013 to 2017 (from January 1, 2014, to December 31, 2017)
- Service Post-2017 (from January 1, 2018).

According to the latest actuarial valuation as at December 31, 2020, the CMHC Pension Plan was 107.7% funded on a going concern basis, and 88.4% funded on a solvency basis.

The CMHC Pension Plan and the Defined Benefits Supplemental and Executive Pension Plans (DB SPP/ESPP) are currently administered by a pension administration third party service provider and the assistance of a third-party pension consulting service provider.

CMHC's Retirement Compensation Arrangements (RCA) related to the service accrued prior to January 1, 2018, for the defined benefit supplemental plans are secured with annual letters of credit; there is no further funding. The closed defined contributions supplemental plans are secured with a RCA.

The following table provides the membership as of December 31, 2020.

CMHC Pension Plans	Registered	Supplemental Plans
Actives	1,968	149
Pensioners and Survivors	2,535	111
Deferred	522	13
Transfer Restriction Annuities	87	N/A

Additional details on the CMHC Pension Plans are available in the CMHC Pension Plan Booklet and the Supplemental and Executive Plans at-a-Glance. Unless otherwise explicitly stated, CMHC Plans refer to the registered Defined Benefit (DB) pension plan and the supplemental pension plans (DB and closed Defined Contribution (DC)). Details regarding pension governance at CMHC and the CMHC Pension Plan Annual Reports can be viewed by visiting CMHC's website.

The successful proponent will be required to provide the following services:

Consultation, interpretation and advice:

- Provide ongoing assistance in the interpretation of the CMHC Plans and their administration, as required.
- Provide assistance with the preparation of plan amendments, costing, and the appropriate filings with Government regulators.
- Provide assistance in monitoring and identifying potential changes to the methods used for securing benefits under the supplemental pension plans (DB and closed DC).

- Undertake benchmarking exercises on an *as needed basis* to identify best practices, industry standards, business processes and performance metrics related to pension plans.
- Provide input as to the interpretation of the Income Tax Act (ITA), the Pension Benefits Standards Act (PBSA), the Canadian Institute of Actuaries (CIA) Standards, the Canadian Association of Pension Supervisory Authorities' (CAPSA) Guidelines, the Office of the Superintendent of Financial Institutions Canada (OSFI) Directives and Guidelines and their impact on the CMHC Plans.
- Provide advice on proposed changes to Government legislation, CIA Standards and CAPSA Guidelines, and their impact on the CMHC Plans.
- Provide assistance for ad hoc/special projects.

Calculations and tools:

- Provide assistance and/or perform calculations related to the administration of the registered and non-registered pension plans (e.g., pension transfer agreements and buybacks).
- Provide actuarial tools (for CMHC to perform buyback estimates and calculate commuted values)
- Provide calculation of current employer service cost by employee level, age, and service, for Total Reward Statements.

Communications and presentations:

- Provide assistance with the communication of the CMHC Plans to respective members.
- Present actuarial valuation results to the Pension Fund Trustees and Pension Council members.
- Provide on an annual basis, a summary of changes (legislative or other) affecting DB pension plans.

Audits and reviews:

- Assist in the review and/or audit of CMHC's or a third-party service provider's administrative and operational processes, systems, and reporting to ensure CMHC conforms to the CMHC Pension Plan Rules, pension-related legislation, and regulatory standards and guidelines.

Category 3 – Pension Actuarial Consulting Services

The actuarial valuation of the basic pension plan for funding purposes will provide results of the going concern funded position under the following three methods: minimum funding (in accordance with Pension Benefit Standard Act and Regulations), maximum funding (in accordance with the Income Tax Act) and funding policy basis (in accordance with CMHC's funding policy). This valuation will also provide results on a hypothetical wind-up and solvency basis while outlining the three-year average solvency results for the purposes of calculating the minimum special payments required if the results indicate a deficit.

Given the changes to the Plan over the recent years, the Plan's financial position is notionally broken down between pre and post-January 1, 2018, for the purposes of determining the level of indexation of post-2017 benefits. This will require a reconciliation and calculation of the going concern and solvency results for notional post-2017 assets.

The successful proponent will be required to provide the following services:

- Provide, as at 31 December 2022 and normally annually subsequently, a full actuarial valuation of the basic pension plan in accordance with OSFI requirements, the PBSA and its regulations, with CRA requirements, the ITA, and its regulations, and accepted actuarial practices. This should include:
 - Receipt and checks of membership and plan assets data which includes usual queries on data and adjustments.
 - Review of valuation assumptions and confirmation with CMHC
 - Determination of the funded position of CMHC's basic pension plan, based on a going concern (under three methods: minimum funding, maximum funding and funding policy basis), solvency and other basis as required by OSFI, the PBSA and actuarial standards.
 - Recommendation with respect to the contributions to be made to Option A and Option B of the basic pension plan.
 - The impact to employee and employer contributions rates, under both options, to obtain a 50/50 cost sharing ratio
 - Calculation of current service cost under three methodologies:
 - Minimum funding (without indexation)
 - Maximum funding (with indexation)
 - Funding policy (with indexation but without margin for adverse deviation)
 - Results on a solvency basis using a replicating portfolio and a margin for adverse deviation for the solvency valuation.
 - Replicating Portfolio asset allocation
 - Results using of annuity proxy vs replicating portfolio
 - 3-year average results for the purposes of calculating special payments
 - Reconciliation and funded positions (going concern and solvency) of notional post-2017 assets
 - Calculation of going-concern and solvency liabilities separately for pre-2018 and for post-2017 service benefits
 - Recommendation, based on the Plan's Funding policy and criteria, for conditional indexation of post-2017 service
- Provide year by year solvency valuation replicating portfolio cash flows in MS Excel spreadsheet
- Provide year by year going concern valuation cash flows in MS excel spreadsheet
- 1-year replicating portfolio solvency financial projection tool (see appendix N)
- Breakdown of going concern liability by province for HST filings
- Preparation of an actuarial valuation report, with complete disclosures, to be reviewed by CMHC and edited as required.
- Provide results, reports and disclosures as required by Canadian Accounting Standards (currently Section 4600 of the Chartered Professional Accountant Handbook) for the basic pension plan financial statements.
- Filing of the actuarial valuation report, actuarial information summary, replicating portfolio information summary and the actuarial certification required by OSFI and Canada Revenue Agency.
- As at 31 December 2022 and annually subsequently, CMHC will require:
 - If no actuarial valuation is performed (see item above), an extrapolation of the funded position of CMHC's basic pension plan, based on a going concern, solvency and IAS 19 basis.
 - The extrapolation should assume there will be changes in assumptions, mainly but not exclusive to: discount rates, inflation/indexation, rate of salary increase and incentive compensation.
- Determination of results (including the following year expected pension expense and cash flows), reports and disclosures and impact of changes in assumptions (sensitivities) as required by IFRS (currently IAS 19 and IAS 24 – Related Party Disclosures and IFRIC 14 impact, if any) for CMHC's financial statements.

- Provide annual actuarial valuations of the DB SPP/ESPP for purposes of the establishment of the value of the Letters of Credit.
- Provide annual actuarial valuations of the DB SPP/ESPP for the purposes of the accounting requirements in accordance with International Financial Reporting Standards (currently IAS 19 - Employee Benefits) including support for assumptions and related disclosures (including IAS 24 – Related Party Disclosures) for financial reporting purposes.
- Prepare five (5) year extrapolation of valuation and accounting results of DB SPP/ESPP.
- Provide Cost Certificates as required by legislation for filing plan amendments with OSFI and CRA.

Calculations and tools:

- Provide a Replicating Portfolio Model/Tool and:
 - Update to yields expected asset defaults and to pension benefit cash flows
 - Determine optimal best estimate portfolio using cash flow matching tool
 - Update to all capital market assumptions in stochastic model
 - Determine margin for economic risks using stochastic model
 - Update margin for mortality
 - Validate market practices with insurers
- Provide on an annual basis a five (5) year projection of actuarial valuation results of the basic plan and a one-year quarterly projection based on certain assumptions provided by CMHC for a baseline scenario and possibly additional scenarios. A sample template of the information required from the projections is shown in appendix M.
 - The projections would be provided with the complete valuation or extrapolation at year-end.

Communications and presentations:

- Preparation of a summary and presentation of proposed valuation assumptions and review with CMHC in a planning meeting in November/December. It is expected that there will be changes in assumptions (mainly but not exclusive to discount rates, inflation/indexation, rate of salary increases, and incentive compensation)
- Presentation of draft results to CMHC management. Would involve review and potential reasonable modification requests from CMHC.
- Preparation of a summary and presentation of the results and actuarial opinion to Pension Fund Trustees. Would involve review and potential reasonable modification requests from CMHC.

Audits and reviews:

- Provide support, as needed, related to the financial statement audit for the Pension Plan and CMHC

Category 4 – Compensation Consulting Services

CMHC is a public institution with both public and commercial mandates. Therefore, our peer group is made up of 50% broader public sector organizations, and 50% mid-large sized private financial institutions. We have chosen a “Lead” policy regarding market competitiveness. We have chosen to pay at the 65th percentile of our peer group. The rationale for this policy is to maximize the ability to attract and retain high quality employees and to minimize employee dissatisfaction with pay. The compensation component that we have chosen as our target benchmark is Total Cash or the sum of base salary and incentives at 100% of the salary range and a

“Meets All Expectations” performance rating. We do extensive benchmarking, and this is important to ensure that we are aligned with our compensation philosophy, which in turn is aligned with business strategy. Executive compensation is benchmarked differently.

CMHC has two distinct salary structures, one for unionized employees in Granville Island and another for all non-union employees. For non-union employees, CMHC has a pay for performance compensation model and merit salary increases are administered in such a way that the lower in the range an employee’s salary is, the bigger the increase. In addition, CMHC provides an individual incentive award, which is an annual cash bonus plan intended to recognize the level of successful achievement of the individual’s objectives over the course of the performance year. The amount of the award increases with an increase in performance rating. Executive compensation includes a long-term incentive.

The successful proponent will be required to provide the following services:

- Provide expert advice relating to executive compensation programs, including salaries, incentives, perquisites, tax consequences and any other areas relating to executive compensation
- Provide services relating to benchmarking executive compensation from a total direct compensation perspective and from a program design perspective
- Provide access to compensation surveys, databases, and systems
- Provide training and support relating to databases and systems
- Provide access to compensation surveys and other relevant information and libraries
- Provide advice and support relating to job valuation and job benchmarking
- Provide expert advice relating to compensation program design, including but not limited to incentives, salary structure design and benchmarking
- Provide benchmarking services for total cash and cash compensation program design
- Provide compensation benchmarking services in the form of surveys, databases, and systems
- Provide expert guidance in the development and maintenance of benchmarking processes
- Provide expert services relating to the analysis of job and compensation data

B. THE DELIVERABLES

The service requirements for each Category are to be performed on an as needed basis, or regularly scheduled basis depending on CMHC’s requirements during the life of the contract resulting from this RFP. CMHC, by issuing this RFP and/or by entering into a contract with a proponent in respect of the services, does not make any representations as to the quantity of work which may result.

Translation of Deliverables

The selected proponent will be responsible for all translations of its Deliverables in both of Canada’s Official Languages, English and French.

C. WORK LOCATION

The work will be performed at the selected proponent’s place of business, within Canada. Meetings can be held virtually or in person.

D. TRAVEL

No travel is required in the course of the contract and no compensation will be awarded to the selected proponent for any travel cost incurred.

E. SECURITY

Employees of the proponent and, if applicable, subcontractors may be required to undergo criminal records check and/or hold a valid personnel security screening at the minimum level of **RELIABILITY** prior to commencement of any work under the 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 Agreement on the basis of the results of the criminal records check/security clearance. Each of the proponent's proposed staff or subcontractors, 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 purpose of this section is to set out the proponent's obligations in respect of the technology, the property, CMHC intellectual property rights, CMHC developments and/or CMHC confidential information ("CMHC Data") residing on the proponent's network or for which the proponent has access, custody, or control. The proponent shall:

- Ensure all CMHC Data will reside in **Canada**.

G. MATERIAL DISCLOSURES

Upon receipt of the signed NDA's (please refer to the Section 1.4 RFP Process Timetable), the following appendices will be disclosed.

- Appendix H: Plan Summary details - Benefits
- Appendix I: Plan summary details - Retiree Benefits
- Appendix J: Employee group Insurance bi-weekly premium history/flex credit structure
- Appendix K: Retiree group Insurance monthly premium history/flex credit structure
- Appendix L: CMHC Pension Plan Booklet/Supplemental and Executive Plans at-a-Glance
- Appendix M: Five-year projection of actuarial valuation results of the basic plan and one-year quarterly projection for a baseline
- Appendix N: Replicating portfolio Model/Tool

H. MANDATORY SUBMISSION REQUIREMENTS

1. SUBMISSION FORM (APPENDIX A)

Each proposal must include a Submission Form (Appendix A) and the Vaccination Compliance Attestation (Appendix D, Schedule XYZ) completed and signed by an authorized representative of the proponent.

2. PRICING FORM (APPENDIX B)

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

3. OTHER MANDATORY SUBMISSION REQUIREMENTS

The proponent must complete and provide to CMHC with its proposal the following:

- Appendix E – Privacy/Security Controls Questionnaire; and
- Appendix F – IT Requirements
- Mandatory Technical requirements (Section I)

I. MANDATORY TECHNICAL REQUIREMENTS

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

Mandatory Technical Requirement (MTR)	MTR Type	MTR Description	Response <i>***Please provide a detailed response – a YES or NO is not sufficient***</i>
MTR. 1	Services	Proponents responding to this RFP must bid on all four (4) Categories.	Provide a detailed response on how you meet each MTR.
MTR. 2	Services	The proponent must have been active for a minimum of 10 years in the industry for each Category.	Provide a detailed response on how you meet each MTR.
MTR. 3	Bilingualism	Proponents must be able to provide all services in both of Canada's Official Languages, English and French.	Provide a detailed response on how you meet each MTR.
MTR. 4	Security: Data Residency	Proponents must ensure that all CMHC Data, while at rest or in transit, must be encrypted and reside in Canada at all times. Data residency	Provide a detailed response on how you meet each MTR.

		in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information (including personal information).	
MTR. 5	Privacy and Information Security	In the event CMHC must share documents containing sensitive and/or protected information (including personal information) with the selected proponent, the selected proponent must be able to comply with, and facilitate CMHC's compliance with the applicable Canadian privacy and access to information legislation and warrants that it has all necessary safeguards in place to protect CMHC Data (including personal information) in its computer network.	Provide a detailed response on how you meet each MTR.

Proponents must provide a statement per each MTR as to how the proponent is in compliance with the mandatory technical requirement(s) outlined above.

J. PRE-CONDITIONS OF AWARD

1- FINANCIAL ASSESSMENT

Once the proponent has been selected, CMHC reserves the right to conduct a credit and/or a financial capacity check (the "Financial Assessment") on such proponent. The selected proponent is not expected to submit confidential financial information with their proposal. Once the proponent is selected following the RFP evaluation process, CMHC will request the financial information necessary (the "Financial Information") to confirm the financial capacity of the selected proponent and the selected proponent must provide the information within seventy-two (72) hours of the request.

The following Financial Information must be provided:

- Proponent's detailed organizational diagram (including portraying ownership of all subsidiaries and/or related companies)
- Signed Auditor's Report with audited financial statements from the past three (3) fiscal years to include:
 - Balance Sheet
 - Income Statement
 - Cash Flow Statement
 - The Notes to the Financial Statements
 - In-house statements for the previous year with comparative figures for the year prior (e.g., in house – 2020, comparative – 2019)

- In-house cash-flow projections for the next 12 months starting from RFP issuance date

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the required Financial Information. Partnerships of individuals (as opposed to partnerships of corporations) must provide written permission from each partner allowing CMHC to perform a credit check on them, if deemed necessary.

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required. Where financial statements are available, they should accompany the foregoing statement. The proponent may provide other relevant Financial Information but is not obligated to do so.

CMHC may request additional information from the proponent during this Financial Assessment.

Failure to comply with the requirements set out in this section may result in disqualification of the selected proponent(s) at which time no further consideration will be provided to the respective submission(s).

The Financial Assessment is a pass/fail evaluation to determine whether the selected proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the selected proponent passes the Financial Assessment, CMHC is then in a position to i) enter into the Information Security Assessment. If the selected proponent fails the evaluation of the Financial Assessment, it is disqualified from further consideration.

2 - INFORMATION SECURITY ASSESSMENT OF PROPONENT'S IT INFRASTRUCTURE FOR PROTECTED B AND PERSONAL INFORMATION

Proponents(s) must demonstrate that they have the required IT infrastructure in place to safeguard third-party personal information and any CMHC data.

The proponent must complete and provide to CMHC with its proposal the questionnaires in Appendix E – Privacy/Security Controls Questionnaire and Appendix F – IT Requirements.

The assessment of the security measures is a pass/fail evaluation to determine whether the selected proponent has the measures required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the selected proponent passes the assessment of the security measures and IT requirements, CMHC is then in a position to proceed with the agreement award. If the selected proponent fails this assessment, it will not be awarded an agreement until the proponent is able to comply.

K. RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP for all four (4) Categories.

Rated Criteria Category	Weighting (%)
R.1 Experience and Qualifications of the organization	10%
R.2 Approach and Methodology Category 1 (5%) Category 2 (5%) Category 3 (5%) Category 4 (5%)	20%
R.3 Subject Matter Expertise Category 1 (5%) Category 2 (5%) Category 3 (5%) Category 4 (5%)	20%
R.4 Experience and Qualification of the proposed resource(s)	15%
Stage III - Pricing (See Appendix B for details)	15%
Stage IV – Presentation	20%
Total	100%

Submission requirements (proposal content) for each rated criteria category

Note:

Each proponent should provide the following in its proposal in the same order as listed below. Page limitations are per single-sided pages, minimum font size 11.

- R. 1 EXPERIENCE AND QUALIFICATIONS OF THE ORGANIZATION** (PAGE LIMIT: Please be concise in your responses and only provide answers specific to the questions being asked. Limit your responses to the questions below to **5 pages** not including sample reports and communications being requested.)
- R.1.1 Provide a brief description of your organization (such as, but not limited to, overview, history, areas of specialization and number of employees for each area of specialization).
 - R.1.2 Provide an organizational diagram.
 - R.1.3 Provide the percentage of your organization’s overall revenues attributable to the services for each of the four (4) categories: Year 2020 and year 2019.

- R.1.4 Provide the dollar revenues attributable to the services for each of the four (4) Categories: Year 2020 and year 2019.
- R.1.5 Outline your experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate).
- R.1.6 Please describe your corporate strategy on diversity, inclusion and anti-racism.
- R.1.7 Please demonstrate how your organization will keep up to date with the latest information and trends with respect to:
- Category 1 Benefits Consulting and Actuarial Services
 - Category 2 Pension Consulting and Services
 - Category 3 Pension Actuarial Consulting Services
 - Category 4 Compensation Consulting Services
- R.1.8 Category 4 Compensation Consulting and Other Related Services: For the purpose of designing, developing, and maintaining both executive and general compensation programs, the proponent shall provide the following:
- R.1.8.1 Details as to how long has the proponent's organization has provided compensation consulting services relating to executive compensation programs and relating to corporate-wide compensation programs.
- R.1.8.4 Information that details how many clients you provided Compensation Consulting and Benchmarking Services in 2020 including a breakdown of the type of organization (Federal Crown, Private Financial, Public Service, etc.)
- R.1.9 Describe why your organization is ideally suited to provide the Deliverables to CMHC and provide two (2) examples of work performed for other clients similar to the requirements set out in the Deliverables of the RFP.
- R.1.10 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.1.11 Please describe your approach to quality control including details of the methods used in ensuring the quality of the work, response mechanisms in the case of errors, omissions, delays, etc.
- R.1.12 Please outline, in detail, the process by which both the perception of and actual anonymity and confidentiality of CMHC's proprietary information will be maintained: Within your organization, when interacting with other clients, when interacting with government or regulatory bodies.
- R.1.13 Please indicate how you will meet the requirements to provide services and communications in both official languages, including the steps to be taken to ensure that all materials are of equivalent quality in both French and English.

R. 2 APPROACH AND METHODOLOGY (PAGE LIMIT: Please be concise in your responses and only provide answers specific to the questions being asked. Limit your responses to the questions below to **25 pages** not including sample reports and communications being requested.)

R.2.1 Describe why your organization is ideally suited to provide the Deliverables to CMHC.

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 your approach to quality control including details of the methods used in ensuring the quality of the work, response mechanisms in the case of errors, omissions, delays, etc.

R.2.4 Please outline, in detail, the process by which both the perception of and actual anonymity and confidentiality of CMHC's proprietary information will be maintained: Within your organization, when interacting with other clients, when interacting with government or regulatory bodies.

R.2.5 Please indicate how you will meet the requirements to provide services and communications in both official languages, including the steps to be taken to ensure that all materials are of equivalent quality in both French and English.

R.2.6 Category 1 Benefits Consulting and Services.

R.2.6.1 Please describe your overall approach to negotiations related to the annual group insurance renewal, including, but not limited to:

- Administrative fees
- Claims charges
- Pooling charges
- Premium rates
- CMHC experience
- Projected claims factors
- Trend factors
- Retention fees

The proponent must include their philosophy, analytical framework, and techniques to arrive at recommendations (or characterize the results). Include any documentation used for this purpose.

R.2.6.2 Describe your overall approach to reviewing the annual financial results and assessment of the financial health of CMHC's group insurance benefits program. This shall include, but is not limited to:

- Deficit estimates/recovery options

- CFR and Refund Deposit Account estimates/options
- Ensuring financial reports are accurate and in line with the financial agreement

Include your philosophy, analytical framework, and techniques to arrive at recommendations (or characterize the results).

Include any documentation used for this purpose.

R.2.6.3 For the purpose of assessing the financial health of CMHC's Group Insurance Benefits Plan and making recommendations, the proponent must:

- Describe the process and the comprehensive methodology for reviewing and analyzing data as well as the methodology for written and oral reporting.
- Provide a sample report (excluding confidential information) for evaluation purposes.
- Provide the turnaround times for the actuarial valuation and related financial reporting disclosures and the 5-year extrapolation of results for the post-employment and post-retirement benefit plans.

R.2.6.4 Please describe your presentation approach (e.g., analysis, variance in results from the current year to the previous year, etc.) with respect to the preparation of post-employment and post-retirement actuarial valuations and related required disclosures for financial reporting purposes, of CMHC's Group Insurance Benefits Plan

R.2.7 Category 2: Pension Consulting and Services.

R. 2.7.1 Please identify your procedures, tools, databases, systems, or resources that are used to review pension plans, do benchmarking, keep abreast of trends, do calculations, or provide a methodology which would support the feasibility of new/revised pension provisions, including the impact on implementing the change.

R.2.7.2: The proponent will provide, for evaluation purposes, a sample of how they will keep CMHC abreast of upcoming changes in legislative and regulatory requirements and any other pertinent information relating to pension plans.

R.2.7.3: The proponent will provide a list of turnaround times for calculations: Buybacks and Reciprocal Transfer Agreements (RTA).

R.2.7.4: In certain instances, CMHC requires a quick turnaround on work of an ad hoc nature. The proponent will demonstrate how it can adapt to unplanned work requests that often require very quick turnaround times.

R.2.8 Category 3 Pension Actuarial Services.

R.2.8.1 Please describe your approach for performing an actuarial valuation for the CMHC basic pension plan (i.e., verification of data, determination of assumptions, proposed discount rates or methods for the valuation of liabilities including maximum internal corporate standards, proposed valuation methodologies of assets, variance in results from current year to the previous year).

R.2.8.2: Provide details of your approach to each valuation basis: Going concern (minimum funding, maximum funding, funding policy), solvency (elaborate on approach for the development of a replicating portfolio and Margin of Adverse Deviations (MAD) as required), IAS 19, Impacts of IFRIC 14, Hypothetical wind-up.

R.2.8.3: Please provide the turnaround times for the actuarial valuation of the basic pension plan. Provide detail: how long after December 31 is the proponent's capital market data information ready; from the capital market's data, how long to develop the going concern discount rate assumption and the replicating portfolio for the solvency valuation.

R.2.8.4: Please describe your approach for performing an actuarial valuation for the CMHC DB supplementary plans (e.g., verification of data, determination of assumptions, proposed discount rates or methods for the valuation of liabilities, variance in results from the current year to the previous year). Must provide details for purposes of the letters of credit.

R.2.8.5: Please describe your approach for the extrapolation of funded positions and projection of actuarial valuation and accounting results.

R.2.9 Category 4 Compensation Consulting and Other Related Services:

R.2.9.1 For the purpose of designing, developing, and maintaining both executive and corporate-wide compensation programs, the proponent shall:

- i. Elaborate on their philosophy and approach with regard to executive compensation, including salaries, incentives, perquisites, tax consequences and any other areas relating to executive compensation.
- ii. Demonstrate ability to benchmark executive compensation from a total direct compensation perspective and from a program design perspective.
- iii. Elaborate on compensation benchmarking capabilities including surveys, databases, and systems.
- iv. Elaborate on their philosophy and approach with regard to cash compensation program design, including but not limited to incentives, salary structure design and benchmarking
- v. Demonstrate the ability to benchmark total cash and cash compensation program design.

- vi. Elaborate on compensation benchmarking capabilities including surveys, databases, and systems.
- vii. Describe the process and methodology for reviewing and analysing data as well as the methodology for written and oral reporting.

R. 3 SUBJECT MATTER EXPERTISE (PAGE LIMIT: Please be concise in your responses and only provide answers specific to the questions being asked. Limit your responses to the questions below to **30 pages** not including sample reports and communications being requested.)

R.3.1 Category 1 Benefits Consulting and Services: The proponent will provide, for evaluation purposes, an annual post-employment and post-retirement valuation report with related required disclosures in accordance with International Financial Reporting Standards (IAS 19) (excluding confidential information) developed for a client similar in characteristics to CMHC. The report must also include support for assumptions and related disclosures (including IAS 24 – Related Party Disclosures).

R.3.1.1 Proponents must be able to review the group insurance annual financial report and annual renewal and provide an assessment of the CMHC group insurance benefits program's financial health as well as make recommendations, as required.

This would include:

- preparing correspondence to the insurance provider outlining findings and suggested adjustments
- Presenting the results to CMHC (initial and adjusted results), with recommendations
- preparing an annual renewal rate spreadsheet reflecting the renewal rate impacts for each line of insurance benefit
- Preparing the final renewal letter with agreed to renewal results
- This may include assisting in the review of the letter of financial agreement, amendments and preparation of correspondence to the group insurance provider and CMHC.

The proponent should include a sample renewal presentation they would provide to an organization similar to CMHC.

Include any other documentation used for this purpose.

R.3.1.2 Proponent must be able to provide an annual presentation/report summarizing CMHC's health/wellness data and related benefits analytics.

This report should include, but is not limited to, summarizing:

- Past renewal results
- Demographic statistics
- Group insurance financial results
- Comparison of CMHC's claims experience and market claims experience
- Drug usage
- CMHC's disability (STD and LTD) statistics

- CMHC's EAP statistics
- Highlighting where:
 - o Well-being strategy can be leveraged based on claims experience
 - o Costs within the programs are associated to mental health
 - o CMHC and market trends could be considered
 - o Recommended actions could be considered

The proponent should include a sample presentation/report they would provide to an organization similar to CMHC.

R.3.1.3 Conduct an annual planning meeting with CMHC, that will include:

- A focus on Wellness/Mental Health (i.e., trends, Options to consider)
- Annual projects
- Optional projects
- Timelines
- Budgeted project costs

The proponent should include a sample presentation they would provide to an organization similar to CMHC.

R.3.1.4 Proponents must be able to assist with some or all of the RFP process related to, but not limited to, the following services:

- Absence management services
- Group insurance benefits
- Outsourced group insurance administration services
- Personal and travel accidental life insurance

This may include developing the RFP's statement of work and evaluation criteria, reviewing the proposals, assisting with contract negotiation, and being involved in the implementation of the processes, systems, or services with the successful proponents.

The proponent will provide, for evaluation purposes, an RFP (excluding confidential information) used for the selection of an outsourced benefits administration services provider (i.e., enrolment platform and services to manage employee/retiree enrolment changes/beneficiaries) for an organization similar to CMHC.

R.3.1.5 Proponents must alert and advise CMHC of the impact of legislative requirements, which directly affect its non-cash compensation programs, including the group insurance benefits program, such as:

- Amendments to provincial health insurance plans
- Post-employment liability requirements
- Employment Insurance Act
- Income Tax Act and
- Others as they arise

Proponents must also provide assistance and interpretation regarding any changes.

The proponent will identify their methodology, tools, and resources for keeping abreast of legislative requirements affecting group insurance and other benefits elements, such as amendments to provincial health insurance plans, post-employment liability requirements, Employment Insurance Act, Income Tax Act, IFRS and others as they arise. Provide any documentation, which would support your approach.

R.3.1.6 Proponents must be able to provide assistance in the review of other benefit elements, including taxable benefits, identifying best practices, industry standards, business processes, trends, benchmarking, and the feasibility of new options, as well as the impact of implementing such benefits.

The proponent will identify their procedures, tools, databases, systems, and resources that are used to keep abreast of trends in non-cash programs and other benefit elements; and will describe the methodology, which would support the feasibility of new options, including the impact of implementing them.

R.3.1.7 Proponents must be able to provide assistance with the communication and marketing of CMHC's group insurance benefits program and other benefit elements.

The proponent will provide, for evaluation purposes, a communication and marketing strategy (excluding confidential information) that was developed to announce changes to a group insurance benefits program for a client similar to CMHC.

R.3.1.8 Proponents must undertake or assist in the review and/or audit of CMHC's or a service provider's administrative and operational processes, systems and reporting to ensure CMHC conforms to related legislation, regulatory standards, and guidelines. The proponent should include a sample presentation reporting results of an audit that they would provide to an organization similar to CMHC.

R.3.1.9 The proponent will provide billing information that clearly identifies the work performed, the breakdown of the related fees and a summary of the planned projects for the year with the total annual cost to date and estimated annual cost

- Provide a sample invoice
- Identify the billing frequency

R.3.1.10 The proponent will provide a governance plan that identifies various audits recommended (i.e., mapping, targeted claims, etc.) throughout a group insurance contract term of 10 years. This would include the description/scope of each type of audit, the frequency and timing of the audits.

R.3.1.11 The proponent will indicate how they will meet the requirements to provide services and communications in both official languages, including the steps to be taken to ensure that all materials are of equivalent quality in both French and English.

R.3.1.12 In certain instances, CMHC requires a quick turnaround on work of an ad hoc nature. The proponent will demonstrate how it can adapt to unplanned work requests that often require very quick turnaround times.

R.3.1.13 The proponent should identify the process, if applicable, for the identification of the statement of work, the cost estimates, establishment of the deliverables and any formal documents that will require approval prior to starting a work request.

R.3.1.14 The proponent shall describe its approach to quality control for each Category (benefits, pension, and pension actuarial) including:

- Details of the methods used in ensuring the quality of the work
- Response mechanisms in the case of errors, omissions, delays, etc.

R.3.1.15 The proponent will outline, in detail, the process by which both the perception of and actual anonymity and confidentiality of CMHC's proprietary information will be maintained:

- Within your organization
- When interacting with other clients
- When interacting with government or regulatory bodies

R.3.1.16 Ownership of all data and information remains with CMHC at all times and, in the event of termination of the agreement, all files, data, and documents will be transferred to CMHC (where applicable) or to a third party designated by CMHC. Data is to be transferred in a format that is accessible/readable by CMHC and the successor firm. Please confirm your agreement.

R.3.1.17 Confirm and describe security policies in place that include:

- Regular auditing of all processes and reviews of all firewall rule sets.
- Prohibited storage, use and access to any information for any purposes other than for the original intent.
- Security screening (employees and contracts have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater).
- Access control review (granting, modifying, or revoking accesses).
- Security incident reporting process

R.3.1.18 Physical location/physical access control procedures (i.e., does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel).

R.3.1.19 Indicate if there is redundancy in all systems supporting your production environment, including but not limited to:

- Backup communication lines
- Backup application
- Backup database
- Backup hardware
- Backup power supply

R.3.1.20 Confirm and describe if you have a Disaster Recovery Facility in place that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.

R.3.1.21 Proponent's contingency planning. Please demonstrate that a business resumption plan is in place, including describing what protocols and processes are in place to ensure against service interruptions.

R.3.2 Category 2 Pension Consulting and Services:

The proponent must:

- i. Describe and/or demonstrate recent communication material sent to their clients to apprise them of pension related issues, changes, information, etc. Please describe how and when these communiqués are sent, or where they can be accessed.
- ii. Provide a sample of a communication and marketing strategy (excluding confidential information) that was developed to announce changes to a pension plan for a client similar to CMHC.
- iii. Provide a sample correspondence that would be sent to CMHC in answer to information requests on Buybacks, RTAs, etc.
- iv. Demonstrate their experience (including identifying the individual) presenting reports and/or recommendations at Senior Management and Board of Directors levels.
- v. Demonstrate their experience supporting clients with their federally registered pension plans and unregistered supplemental pension plans.
- vi. Demonstrate their experience supporting clients with aspects of pension provisions and amendments with OSFI and CRA.
- vii. Provide detailed information on services they have provided regarding supplemental pension plans (DB and DC), e.g., available options to secure benefits, trends, etc.
- viii. Identify the process for ad hoc/special projects, if applicable, for the identification of the statement of work, the cost estimates, establishment of the deliverables and any formal documents that will require approval prior to starting the work.

R.3.3 Category 3 Pension Actuarial Services: The proponent will provide, for evaluation purposes, a sample actuarial valuation report both on a funding basis and in accordance with IAS 19 with related disclosures (excluding confidential information) for a registered pension plan developed for a client similar in characteristics to CMHC.

R.3.3.1: Provide a sample report for purposes of reporting under requirements of each Section 4600 of the CPA Handbook and IAS 19.

R.3.3.2: The proponent will elaborate on the availability of a model or tools to be used by CMHC to project actuarial valuation results, including contributions, under all valuation basis (going concern, solvency, IAS 19) with flexibility for scenario testing mainly in respect of: discount rates (all valuation bases), inflation, rate of salary increase, contributions (minimum, maximum, fixed amounts). The projection of accounting results will be required for quarterly reporting.

R.3.3.3: The proponent will demonstrate the type of experience they have had, in relation to pension plans, with OSFI and CRA.

R.3.3.4 The proponent will outline their strategy for determining and communicating the impact (quantitative and qualitative) to the CMHC Pension Plan of any changes in legislation, regulations, accounting, or actuarial standards

R.3.4 Category 4 Compensation Consulting and Other Related Services: For the purpose of designing, developing, and maintaining both executive and corporate wide compensation programs, the proponent will:

R.3.4.1 Provide the number of full-time employees providing consulting services relating to Cash Compensation, Benchmarking, and other related services, from conception and implementation of a compensation program, including incentives and perquisites, to the maintenance and benchmarking of a compensation program. Elaborate on relevant qualifications.

R. 4 Experience and qualifications of the proposed resources (PAGE LIMIT: Please be concise in your responses and only provide answers specific to the questions being asked. Limit your responses to the questions below to 5 pages not including sample reports and communications being requested.)

R.4.1 Please list the proposed resources for each service category (one-page limit). Indicate the corresponding, service category, resource level (senior, junior etc.) and resource title.

R.4.2 Please provide a brief bio and qualifications (one-page per resource) of the resources assigned to the applicable service category.

R.4.3 Please briefly describe the role and level of involvement of the key resources in the examples described under R.3.3 above.

R.4.4 The proponent will demonstrate how their employees servicing CMHC's in all Categories, will keep up to date with the latest information and trends. For example with respect to new pension products, please demonstrate how employees will keep up to date with CAPSA, PBSA, OSFI, IFRS and ITA, etc. regulations.

L. PRESENTATION

The purpose of the Presentation is to allow: (a) the qualified proponents to address the major elements of their proposal, (b) the Evaluation Team to obtain any required clarification based on a set of pre-defined questions, which will be issued by CMHC, and (c) the members of the Evaluation Team to interact directly with key representatives of the proponent's proposed team. In advance of the Presentation, each proponent invited to make the Presentation will receive in writing: (i) the agenda for the Presentation and (ii) a set of pre-defined questions that they will be required to address in their Presentation. The Presentation will be held via video conferencing (MS Team). The Presentation has an assigned weighting of 20% and will be evaluated as per the following:

Presentation Rated Criteria		Weighting (%)
1.0	Presentation of proponent's proposal.	5%
2.0	Answers to pre-defined questions	10%
3.0	Open dialogue.	5%

M. REFERENCES

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last **2 to 5** years.

CMHC may contact these references as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process) and/or as per Section J. Pre-conditions of Award (Appendix C – RFP Specifications).

APPENDIX D – FORM OF AGREEMENT

APPENDIX E - PRIVACY/SECURITY CONTROLS QUESTIONNAIRE

<p style="text-align: center;">PRIVACY/SECURITY CONTROLS</p>	<p style="text-align: center;">RESPONSE/CONFIRMATION OF EXISTING CONTROLS <i>***Please provide detailed responses – a YES or NO is not sufficient***</i></p>
<p>1. Privacy Governance - Responsibility and Accountability for Policies and Procedures</p> <p>Responsibility and accountability are assigned to a person or group for developing, documenting, implementing, enforcing, monitoring, and updating the organization's privacy policies and procedures.</p> <p><i>*For CMHC Internal Use: PIA Sections: 1.1, 1.2, 1.4, 6.1</i></p>	
<p>2. Privacy Incident and Breach Management</p> <ul style="list-style-type: none"> ▪ A documented privacy incident and breach management program has been implemented that includes, but is not limited to, the following: Procedures for the identification, management, and resolution of privacy incidents and breaches; ▪ Defined responsibilities; ▪ A process to identify incident severity and determine required actions and escalation procedures; ▪ A process for complying with breach laws and regulations, including stakeholders and breach notification, if required; ▪ An accountability process for employees or third parties responsible for incidents or breaches with remediation, penalties, or discipline as appropriate; ▪ A process for periodic review (at least on an annual basis) of actual incidents to identify necessary program updates based on: incident patterns and root cause; and changes in the internal control environment or external requirements (regulation or legislation); ▪ Periodic testing or walkthrough process (at least on an annual basis) and associated program remediation as needed. <p><i>*For CMHC Internal Use: PIA Sections 1.3, 1.4, 2.1, 3.1</i></p>	
<p>3. Compliance, Monitoring and Enforcement</p> <p>Compliance with privacy policies and procedures, commitments, service-level agreements, and other contracts will be reviewed and documented, and the results of such reviews reported to management. If problems are identified, remediation plans are developed and implemented.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.4, 2.1, 3.1, 6.1, 10</i></p>	

<p>4. Privacy Training</p> <p>A privacy education and communication program is in place and supported by a monitoring system that confirms all employees and/or contractors are trained.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.5, 3.1, 3.2</i></p>	
<p>5. Third Party Protection of Personal Information</p> <p>The organization has procedures in place to evaluate that the third parties have controls to meet the terms of the CMHC agreement, instructions, or requirements.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.2, 1.6, 3.1, 4.1</i></p>	
<p>6. Privacy by Design (PbD)</p> <p>Privacy by Design is proactively embedded in the proposed program/activity throughout the entire life cycle end to end. Therefore it is ensured that privacy is built into the design, operation, and management from the start. The organization can also articulate and demonstrate the “positive sum” (e.g. no trade offs; win/win) characteristics of program/activity.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.2, 1.7, 2.1, 3.1, 3.2, 4.1</i></p>	
<p>7. Retention and Storage of Personal Information</p> <p>Please describe your policies and procedures.</p> <p><i>*For CMHC Internal Use: PIA Sections 4.1, 5.1, 5.2, 5.3</i></p>	
<p>8. Disposal, Destruction and Redaction of Personal Information</p> <p>Personal information no longer needed is de-identified, anonymized, disposed of, or destroyed in a manner that prevents loss, theft, misuse, or unauthorized access.</p> <p><i>*For CMHC Internal Use: PIA Sections 5.1, 5.4</i></p>	
<p>9. Security in Privacy Policies</p> <p>The organization’s privacy policies (including any relevant security policies), address the security of Personal Information.</p> <p><i>*For CMHC Internal Use: PIA Section 7.1</i></p>	
<p>10. Safeguarding of Personal Information</p>	

<p>Personal information is protected, from start to finish, using administrative, technical and physical safeguards to prevent loss, misuse, unauthorized access, Disclosure, alteration, and destruction. Please explain how you meet security controls based on a security framework, such as or equivalent to:</p> <ul style="list-style-type: none"> ▪ ISO27001:2013 ▪ ITSG-33 ▪ SOC 1 Report ▪ SOC 2 Report ▪ CSEA 3416 ▪ SSAE 18 <p>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.</p> <p><i>*For CMHC Internal Use: PIA Section 7.2</i></p>	
<p>11. Logical Access to Personal Information</p> <p>Logical access to Personal Information is restricted by procedures that address the following matters:</p> <ol style="list-style-type: none"> a) Authorizing and registering internal personnel and individuals; b) Identifying and authenticating internal personnel and individuals; c) Making changes and updating access profiles; d) Granting privileges and permissions for access to IT infrastructure components and Personal Information; e) Preventing individuals from accessing anything other than their own personal or sensitive information; f) Limiting access to Personal Information to only authorized internal personnel based upon their assigned roles and responsibilities; g) Distributing output only to authorized internal personnel; h) Restricting logical access to offline storage, backup data, systems, and media; i) Restricting access to system configurations, super user functionality, master passwords, powerful utilities, and security devices (for example, firewalls); and j) Preventing the introduction of viruses, malicious code, and unauthorized software. <p><i>*For CMHC Internal Use: PIA Section 7.3</i></p>	

<p>12. Physical Access Controls</p> <p>Physical access is restricted to Personal Information in any form (including the components of the entity's system(s) that contain or protect Personal Information). Controls are in place to ensure the confidentiality, availability and integrity of the Personal Information.</p> <p><i>*For CMHC Internal Use: PIA Section 7.4</i></p>	
<p>13. Environmental Safeguards</p> <p>Personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p> <p><i>*For CMHC Internal Use: PIA Section 7.5</i></p>	
<p>14. Transmitted Personal Information</p> <p>Personal information collected and transmitted over the internet, over public and other non-secure networks, in the cloud and over wireless networks is protected.</p> <p><i>*For CMHC Internal Use: PIA Section 7.6</i></p>	
<p>15. Storage of Personal Information/Technical Safeguards</p> <p>Personal information is stored securely. For example:</p> <ul style="list-style-type: none"> ▪ Biometrics; ▪ Passwords; ▪ Passwords changed every 90 days; ▪ Password protected screensavers; ▪ Session time out security; ▪ Firewalls; ▪ Intrusion detection systems; ▪ Virtual private networks (VPN); ▪ GoC(Government of Canada) Public Key Infrastructure Certificates; ▪ External Certificate Authority (CA); and ▪ Audit trails. <p><i>For CMHC Internal Use: PIA Section 7.6</i></p>	
<p>16. Testing Security Safeguards</p> <p>Tests of the effectiveness of the key administrative, technical, and physical safeguards protecting Personal Information are conducted periodically including a Threat and Risk assessment (TRA) or similar security assessment.</p> <p><i>For CMHC Internal Use: PIA Sections 7.7, 7.8</i></p>	
<p>17.1 Openness</p>	

<p>Information about an organization’s privacy policies and procedures, including the name of the Privacy Officer and their responsibilities, are user-friendly, communicated and made readily available to the public, internal personnel and third parties who need them.</p> <p><i>For CMHC Internal Use: PIA Sections 8.1, 8.2</i></p>	
<p>17.2 Openness</p> <p>Privacy policies are documented in writing, made publicly available, and are current and up-to-date, which demonstrate commitments to protect privacy, in user-friendly terms.</p> <p><i>For CMHC Internal Use: PIA Section 8.1</i></p>	

APPENDIX F – IT REQUIREMENTS

IT REQUIREMENTS	RESPONSE
Provide an overview of your dedicated systems, technology and IT personnel resources.	
Describe your process and controls in place for reconciling data between the systems which interface with each other (i.e. recordkeeping, internet, call center, IVR and external data transfers) and specify when the process was introduced. How often are the systems reconciled (i.e. real-time, batch, nightly, weekly) and what procedures are in place if the reconciliation fails?	
Please confirm if you currently employ security systems and procedures, such as: 1) Firewall that filters the required protocols and supports the logging of all access attempts. 2) Web server support of SSL and the use of encryption keys that are modified every two years at a minimum. 3) Secure authentication technology (i.e., token technology or user ID and password/password life and complexity). 4) Other, please describe.	
How is access to CMHC data managed: 1) Security screening (employees and contractors have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater); 2) Access control review (granting, modifying or revoking accesses); 3) Security incident reporting process; 4) Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel); and 5) Are physical security requirements in place to meet RCMP standards for the safeguarding of Protected B data?	
Indicate if there is redundancy in all systems supporting your production environment, including but not limited to: 1) Backup communication lines 2) Backup application 3) Backup database 4) Backup hardware 5) Backup power supply 6) Backup of logs and audit trails.	
Confirm and describe if you have a disaster recovery facility in place that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.	

<p>Indicate if there is currently a privacy and security program in place, including but not limited to:</p> <ol style="list-style-type: none"> 1) Is this part of an individual's responsibility or is it a team that is assigned to the task? 2) Is there a privacy level agreement / privacy statement addressing the level of data protection in place and any accountability obligations? 3) Are policies, processes, and procedures reviewed and updated accordingly? 4) Does your privacy and security programs apply to all your jurisdictions from where you operate and provide support from? 5) Are your privacy and security practices audited by independent external parties? 6) Can you integrate ATI processes with CMHC's privacy processes described in Appendix D, Section 4.0, and sub-section 4.2 - Confidentiality, Privacy and Access to Information? 7) Can you integrate your incident response and privacy breach process with CMHC's IR process? 	
<p>Are any third parties going to be leveraged for providing your services? If so:</p> <ol style="list-style-type: none"> 1) What is the geographical location that these parties will be providing support from? - Technical and operational support for this solution must be provided by countries where Canada has a bilateral agreement on security. 2) Will they have access to CMHC Protected information? 3) Are any processes or agreements in place that will ensure that third parties follow data protection practices? 4) Who is accountable for their security controls? 	
<p>Have your privacy and security practices been audited or undergone verification, by independent external parties?</p> <ol style="list-style-type: none"> 1) Can you provide compliance with any COBIT, PCI, ISO/SSAE16 or similar standards? 2) Are any SOC reports, such as but not limited to, SOC2 Type2, available? 	
<p>Identify how any CMHC related data is protected while in transit and at rest.</p> <ol style="list-style-type: none"> 1) Would any of this data ever be stored on transportable media and devices? Such as but no limited to USB sticks or any external storage devices? 2) Are any safeguards in place for any mobile devices such as, but not limited to, BYOD, mobile phones, and laptops? 3) Are any of your databases, servers, or applications used by other clients? If so, how do enforce the segregation of data from one client to another? 4) Will the data at rest and in motion be encrypted amongst the solutions components and its end users? 5) Do you have controls in place to meet Protected B safeguards based on ISO27001:2013, ITSG-33 or equivalent? 6) If all data at rest and in motion resides within Canada, does the data in motion ever leave Canadian soil, even for temporary purposes? 	
<p>Identify how downtime is managed for situations such as service upgrades and patch management.</p>	
<p>Identify all geographic locations where any of CMHC's data will reside.</p>	

Identify the physical and administrative safeguards currently in place that will protect CMHC's information stored within your datacenters.	
What Service Levels can be guaranteed?	
Identify what security guidelines you follow for application development.	
Identify if integration with CMHC's services directories or identity management is possible when and if required. 1) Does the solution support Single Sign-On (SSO)? 2) Does the solution support Two Factor Authentication (2FA)?	
Can third parties access shared logs and resources and reveal sensitive information about CMHC and its users?	
Identify how credentials and digital identities are protected and how they are used in a public cloud, or on-premise applications	
Identify if your service supports an IaaS, PaaS, SaaS or an on-premise architecture for delivering your services.	
Identify if you have ever experienced any information privacy or security breaches.	
Identify if security related assessments are conducted on a regular (yearly) basis. This can include: 1) Internal and/or 3rd party Vulnerability assessments/testing 2) Internal and/or 3rd party Penetration testing.	
Can data that is deemed confidential by CMHC be masked? If yes, how? If no, what effort is involved to implement that functionality?	
Identify how data is destroyed upon termination of service, and what method is used (i.e., multiple writes).	

Appendix G – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is made as of **[DATE]** (the “**Effective Date**”) between:

CANADA MORTGAGE AND HOUSING CORPORATION,

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

and:

[COMPANY NAME],

a corporation incorporated under the laws of **[Insert Province]** whose address is at **[Insert Address, City, Province, Postal Code]** (“**Company**”)

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

WHEREAS CMHC wishes to discuss with the Company **[DESCRIBE THE PURPOSE]** (hereinafter the “**Purpose**”), and to do so it is necessary for the Parties to receive or have access to certain Confidential Information (as defined below);

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

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

1. For the purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, any non-public information that has been or will be disclosed or made available in any form to the a Party by the other in connection with the Purpose. It includes without limitation all information and data relating to CMHC or any of its clients, or the Company including without limitation any personal information, as well as any financial information, strategic information, or business plans, whether communicated or made available in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory or gathered by inspection, and whether or not designated, marked, labelled or identified as confidential or proprietary. Confidential Information also includes without limitation all analyses, compilations, records, data, reports, correspondence,

memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, extracts, summaries or other information or documents containing or based upon, in whole or in part, any of the information listed in this definition. Confidential Information does not include information or data that the Parties can show is or became publicly known to it without breach of this Agreement. Confidential Information shall not lose its confidential nature merely because it is mixed with non-confidential information.

2. The Parties agree to hold all Confidential Information in trust and in the strictest confidence. The Parties shall implement appropriate security measures consistent with best practices and otherwise ensure that appropriate technical and organizational means are in place to protect the Confidential Information against unauthorized or unlawful use, access or disclosure. The Parties agrees to notify the other Party immediately upon discovery of any unauthorized use, access or disclosure of Confidential Information or any other breach of this Agreement and to follow any directions given by the Party to whom the Confidential Information belongs in order to minimizing the effects of any such breach. The Parties shall not, without the prior written consent of the other Party, make any copies (including electronic or paper) of any Confidential Information or scan any Confidential Information or copies thereof into the other Party's electronic systems.
3. The Party's shall not use or reproduce the Confidential Information for any purpose other than the Purpose and shall not use or reproduce the Confidential Information for any other purpose for its own benefit, the benefit of any employee or officer of the Parties, or the benefit of any third party.
4. The Parties agree not to disclose Confidential Information other than to its employees who have a need to know the Confidential Information for the Purpose and only where such employees are bound, in writing, by a duty of confidentiality no less restrictive than this Agreement. The Parties shall advise such employees of the confidential nature of the Confidential Information, and shall require them to agree in writing to comply with the terms contained herein. The Parties shall be responsible for any breach of confidentiality by any of their respective employees. Without limiting any other provision of this Agreement, the Parties acknowledge and agree that the Purpose is confidential, and each Party agrees that its respective employees may only contact specific employees or representatives of the other Party that have been identified, in writing, as designated contacts for purposes of this Agreement.
5. Upon request of the party to whom the Confidential Information belongs, each Party shall return to the other all Confidential Information or, in the case of CMHC's Confidential Information and at CMHC's option, destroy the originals and any copies of any of the Confidential Information within the possession or under the control of the Company, except where the Company is required by law to retain such information, and then only for so long as the Company is so obligated.
6. All Confidential Information shall remain the property of the originating Party and neither the execution of this Agreement nor the disclosure of any Confidential Information shall be construed as granting of any right in or license to any present or future Confidential Information other than as expressly set forth herein.
7. Notwithstanding the foregoing, the obligations of the Parties shall not extend to Confidential Information that the Party can establish by written evidence:
 1. is at the time of disclosure to the receiving party or thereafter becomes generally available to the public, other than as a result of a disclosure by the receiving party or any of the receiving party's representatives in breach of this Agreement.
 2. is or was received by the receiving party on a non-confidential basis from a source other than the disclosing party if such source is not known to the receiving party to be prohibited from disclosing the Confidential Information to the receiving party by a confidentiality agreement with, or a contractual, fiduciary or other legal obligation to, the disclosing party or the disclosing party's related parties;

3. was known by the receiving party prior to disclosure under the Agreement if the receiving party was not subject to any contractual, fiduciary or other legal confidentiality obligation in respect of such Confidential Information and such prior knowledge can be proven by written records in the receiving party's possession prior to such disclosure;
 4. was independently developed by the receiving party, without reference to Confidential Information of the disclosing party; or
 5. is required to be disclosed pursuant to an order of a court, administrative tribunal, governing agency or other regulatory authority having the power to compel the production of Confidential Information. Such disclosure shall be made only to the extent so ordered and provided that the party receiving such an order promptly notifies the disclosing party so that it may intervene in response to such order, or if timely notice cannot be given, seeks to obtain a protective order or other remedy from the court or government for such Confidential Information.
8. This Agreement will take effect as of the date first written above and will continue for a period of ____ (__) years thereafter.
9. The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada). For the purposes of access to information legislation, Confidential Information shall always be considered to be in the care and control of CMHC. The Company agrees that CMHC may suffer serious and irreparable harm in the event of any breach by the Company of this Agreement. The Company therefore agrees that, in addition to any other remedies available to it, CMHC is entitled to proceed immediately to court in order to obtain, and the Company shall consent to, interim, interlocutory and permanent injunctive relief to prevent continuing harm.
10. All notices required under this Agreement shall be in writing and shall be deemed to have been given upon personal delivery. Notices will be sent to the addresses indicated below unless written notification of change of address will have been given: (1) If to **CMHC**: 700 Montreal Road, Ottawa, Ontario, K1A 0P7, Attention: **[ATTENTION]**, and (2) If to the **Company**: **[ADDRESS]**, **[ATTENTION]**.
11. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any proceedings initiated with respect to this Agreement shall be initiated in the province of Ontario, provided that this Section shall not prevent any Party from seeking injunctive relief in another jurisdiction.
12. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.
13. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, discussions or understandings, whether oral or written, pertaining to such subject matter. No amendment or waiver of any provision of this Agreement shall be binding unless made in writing and signed by the Party against whom enforcement is sought. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. The Agreement shall not be assigned in whole or in part by the Parties hereto.
14. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or in scanned PDF form and the parties may adopt any scanned PDF signatures received by email as original signatures of the Parties; provided, however, that any Party providing its signature in such manner will promptly forward to the other Party an original of the signed copy of this Agreement which was so scanned.

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

[COMPANY--NAME]

Signature: _____

Name: _____

Title: _____

I/we have authority to bind the Company.

CMHC

Signature: _____

Name: _____

Title: _____

I/we have authority to bind CMHC.

The following appendices will be provided **UPON** receipt of the signed confidentiality and non-disclosure agreement (Appendix G) from the proponent:

- Appendix H: Plan Summary details - Benefits**
- Appendix I: Plan summary details - Retiree Benefits**
- Appendix J: Employee group Insurance bi-weekly premium history/flex credit structure**
- Appendix K: Retiree group Insurance monthly premium history/flex credit structure**
- Appendix L: CMHC Pension Plan Booklet/Supplemental and Executive Plans at-a-Glance**
- Appendix M: Five-year projection of actuarial valuation results of the basic plan and one-year quarterly projection for a baseline**
- Appendix N: Replicating portfolio Model/Tool**