



## **CANADA MORTGAGE AND HOUSING CORPORATION**

### **REQUEST FOR PROPOSAL**

### **FOR**

### **GROUP INSURANCE BENEFITS PROGRAM**

**Request for Proposal No:** RfX001438

**Date Issued:** June 24, 2022

**Submission Deadline:** August 12, 2022 – 2:00 pm Ottawa local time

**Address Inquiries to:** Christine Brown, Sr. Procurement Advisor

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**TABLE OF CONTENTS**


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<b>SECTION 1 – SUBMISSION INSTRUCTIONS</b> .....	<b>Error! Bookmark not defined.</b>
1.1 OBJECTIVE OF THIS RFP.....	<b>Error! Bookmark not defined.</b>
1.2 CMHC OVERVIEW.....	<b>Error! Bookmark not defined.</b>
1.3 RFP CONTACT.....	<b>Error! Bookmark not defined.</b>
1.5 RFP TIMETABLE.....	4
1.6 SUBMISSION OF PROPOSALS.....	5
<b>SECTION 2 – EVALUATION, NEGOTIATION AND AWARD</b> .....	<b>6</b>
2.1 SUBMISSION INSTRUCTIONS.....	6
2.2 MANDATORY SUBMISSION REQUIREMENTS.....	6
2.4 MANDATORY TECHNICAL CRITERIA.....	<b>Error! Bookmark not defined.</b>
2.5 RATED CRITERIA.....	<b>Error! Bookmark not defined.</b>
2.7 PRESENTATION.....	7
2.8 SCORING AND RANKING OF PROPOSALS.....	7
2.9 CONTRACT NEGOTIATIONS.....	9
<b>SECTION 3 – TERMS AND CONDITIONS OF THE RFP PROCESS</b> .....	<b>10</b>
3.1 GENERAL INFORMATION AND INSTRUCTIONS.....	<b>Error! Bookmark not defined.</b>
3.2 COMMUNICATION AFTER ISSUANCE OF RFP.....	<b>Error! Bookmark not defined.</b>
3.3 NOTIFICATION AND DEBRIEFING.....	12
3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT.....	12
3.5 CONFIDENTIAL INFORMATION.....	13
3.6 PROCUREMENT PROCESS NON-BINDING.....	13
3.7 GOVERNING LAW AND INTERPRETATION.....	14
<b>APPENDIX A – SUBMISSION FORM</b> .....	<b>15</b>
<b>APPENDIX B – PRICING FORM</b> .....	<b>18</b>
ANNEX 1 - PRICING SUBMISSION SPREADSHEET (Attached as separate document)	
<b>APPENDIX C – RFP SPECIFICATIONS</b> .....	<b>19</b>
ANNEX 1 - STATEMENT OF WORK (Attached as separate document)	
ANNEX 2 - MANDATORY AND RATED CRITERIA (Attached as separate document)	
<b>APPENDIX D – FORM OF AGREEMENT</b> (Attached as separate document).....	<b>20</b>
<b>APPENDIX E – PRIVACY OF INFORMATION QUESTIONNAIRE</b> .....	<b>21</b>
<b>APPENDIX F – BUSINESS CONTINUITY ATTESTATION</b> .....	<b>24</b>
<b>APPENDIX G – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT</b> .....	<b>26</b>
<b>APPENDIX H – FINANCIAL INFORMATION</b> (Attached as separate document)	
<b>APPENDIX I – CENSUS INFORMATION</b> (Attached as separate document)	
<b>APPENDIX J – GROUP INSURANCE CONTRACTS, BOOKLETS, BENEFITS-AT-A-GLANCE</b> (Attached as separate document)	

**\*Note – Appendices H, I and J will be released after NDA signed.**

## SECTION 1 SUBMISSION INSTRUCTIONS

### 1.1 OBJECTIVE OF THIS RFP

CMHC is committed to providing its employees with a competitive and sustainable total compensation package that supports CMHC’s efforts in attracting, retaining and motivating a highly qualified workforce. This includes providing various employee programs, such as group insurance benefits, an employee discount program, and other wellness programs.

With this RFP, CMHC is seeking prospective “Proponents” to submit proposals for **the underwriting of their Group Insurance Benefits Program, including adjudication of claims**, as further described in APPENDIX C – Statement of Work.

It is CMHC’s intention to enter into an agreement on a non-exclusive basis with one (1) successful Proponent. The term of the agreement resulting from this RFP is to be for an initial term of five (5) years with two (2) two-year options to extend, for up to a total period of nine (9) years.

Note that the following information will not be released until CMHC has received the signed Confidentiality And Non-Disclosure Agreement (SCHEDULE G):

- **Employee census data**
- **Group insurance contracts, booklets, benefits-at-a-glance**
- **Financial information**

### 1.2 CMHC OVERVIEW

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 and Diversity and Inclusion. CMHC has approximately 2,200 employees located at its National Office in Ottawa, and at various business centres throughout Canada. There are also 1,800 retirees with benefits coverage.

It is a priority for CMHC to employ a diverse and balanced workforce and to provide opportunities to contractors and suppliers with similar attributes, whenever possible.

CMHC’s corporate strategy outlines actions being taken to address issues that are important to Canadians, such as climate change, reconciliation with Indigenous peoples, and anti-racism and equity. These important issues guide CMHC’s choices and investment decisions and how CMHC’s policies and programs are developed and implemented. Importantly, CMHC’s aspiration is that by 2030 everyone in Canada will have a home that they can afford and that meets their needs. Achieving this aspiration calls on all of us; governments, housing providers, not-for-profits, the private sector, and others, to seek out innovative ways to find housing affordability for all. Working together will be key to creating a truly inclusive society where everyone has the opportunity to thrive.

### 1.3 RFP CONTACT

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

**Christine Brown, Sr. Procurement Advisor**

CMHC Procurement

ccbrown@cmhc-schl.gc.ca (business e-mail)

ProcurementSourcing\_Sourcesd’approvisionnement@cmhc-schl.gc.ca (group mailbox)

Please ensure e-mails are sent to both e-mail addresses noted above.

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.

#### 1.4 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 or “Draft Agreement” (APPENDIX D) are to form the basis for the agreement between CMHC and the selected Proponent. CMHC reserves the right to add, delete or revise terms and conditions during contract negotiations.

The Proponent’s proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting Agreement.

Submission of a proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by the terms and conditions in the Draft Agreement, in the event that the Proponent is selected by CMHC to enter into such Agreement. The Proponent may propose changes (additions or deletions) to the Draft Agreement, which must be identified in Proponent’s proposal, and will be, at CMHC’s sole discretion, either accepted or rejected.

#### 1.5 RFP TIMETABLE

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.

Issue Date of RFP	June 24, 2022
Deadline for confirmation of NDA and receipt of signed confidentiality agreement	July 8, 2022
Deadline for Questions	July 22, 2022
Deadline for Addendums	July 29, 2022
<b>Submission Deadline for Proposals</b>	<b>August 12, 2022 – 2:00 pm EST</b>
Anticipated Timeline for Completion of Proposal Evaluations	September 30, 2022
Vendor Demonstrations	October 11– 14, 2022
Winning Proponent Selected	October 21, 2022
Anticipated Contract Negotiation Period	October 24 – December 9, 2022
Anticipated Execution of Agreement	December 16, 2022
Implementation Date	July 1, 2023

## 1.6 SUBMISSION OF PROPOSALS

### 1.6.1 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>

### 1.6.2 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:

- (a) Email Address: [EBID@cmhc-schl.gc.ca](mailto:EBID@cmhc-schl.gc.ca) (“Submission Location”) and ProcurementSourcing\_Sourcesd’approvisionnement@cmhc-schl.gc.ca
- (b) The subject line of the transmission must state: **RfX001438** and company name.
- (c) 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 Microsoft compatible applications, i.e. Word, PowerPoint, Excel and/or pdf format.

**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.

### 1.6.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant on or before the submission deadline: **August 12, 2022 on or before 2:00 PM EST (“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 are electronically entered into EBID system. For the purposes of this Section, the time of delivery is deemed to be the time recorded by CMHC’s systems.

### 1.6.4 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.

### 1.6.5 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 SECTION 1.**

## **SECTION 2 EVALUATION, NEGOTIATION AND CONTRACT AWARD**

### **2.1 SUBMISSION INSTRUCTIONS**

CMHC will conduct an evaluation of the proposals and contract negotiations in the order set out in this SECTION 2:

### **2.2 MANDATORY SUBMISSION REQUIREMENTS**

The Mandatory Submission Requirements detailed in APPENDIX C – RFP Specifications will be reviewed to determine which proposals comply with all of the Mandatory Submission Requirements due at time of submitting the proposal, such as licences or certificates. 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 all the Submission Requirements will move on to the Evaluation of Proposal(s) as outlined in the remainder of this Section 2.

### **2.3 EVALUATION OF PROPOSAL(S)**

Once the Mandatory Submission Requirements have been confirmed by CMHC, the evaluation process will commence and consist of the specifications from Sections 2.4 thru 2.8 of this Section 2.

### **2.4 MANDATORY TECHNICAL REQUIREMENTS**

CMHC will review the proposals to determine whether the mandatory technical specifications of the RFP “Mandatory Criteria” set out in ANNEX 2 to APPENDIX C have been met. The Mandatory Criteria must be met (assessment on a pass/fail basis) before a proposal will move on to the next stage of the evaluation process.

Questions or queries on the part of CMHC as to whether a proposal has met the Mandatory Criteria will be subject to the verification and clarification process set out in Sub- SECTION 3.2.4 of SECTION 3.

### **2.5 RATED CRITERIA**

CMHC will evaluate the rated specifications of this RFP “Rated Criteria” set out in to ANNEX 2 to APPENDIX C, by the scoring methodology described 2.8 of this SECTION 2.

### **2.6 PRICING EVALUATION**

Scoring of the submitted pricing shown in the Pricing Form (APPENDIX B) will be calculated for each qualified proposal and will be evaluated by the scoring methodology described in SECTION 2.8 of this SECTION 2.

Proponents must complete the Pricing Form (Excel Spreadsheet) attached as Annex 1 to APPENDIX B.

The pricing score will be based on the overall price over five years based on the rates, expenses, interest charges, and reserve factors set out by the Proponent in the Pricing Form. Pricing will be scored based on a relative pricing formula using the information set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest price ÷ Proponent’s price x weighting x overall weighting = Proponent’s pricing points.

The top three (3) Proponents, who score the highest based on the relative pricing formula will be invited to the Presentation stage described in 2.7 of this SECTION 2

## 2.7 PRESENTATION (DEMO)

The top three (3) scoring Proponents will be invited to a presentation or demonstration session. The purpose of the presentation is to allow: (a) the qualified Proponents to address the major elements of their proposal; (b) the CMHC “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; (d) demonstrate that the criteria and requirements as set out in APPENDIX C has been met.

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 two (2) hour presentation will take place via video conferencing.

## 2.8 SCORING AND RANKING OF PROPOSALS

### 2.8.1 SCORING MATRIX

The scoring matrix in Tables 2 and 3 below was developed to assist the Evaluation Team in the scoring process of the Rated Criteria and the Presentation detailed in this SECTION 2.

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 below.

### 2.8.2 RANKING OF PROPOSALS

The proposals will be ranked as follows

- (a) The overall Rated Criteria score for each responsive proposal will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 50%. The top three (3) scoring proposals will advance to the Pricing and Presentation stages.
- (b) To establish the Pricing score, overall price over five years for each responsive proposal will be prorated against the lowest evaluated price at a ratio of 30%.
- (c) The the overall Presentation score will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 20%.
- (d) For each responsive proposal, the total of 1, 2 and 3 in Table 3 above will be added to determine its combined total score.
- (e) Neither the responsive proposal obtaining the highest score on Rated requirements nor the one with the lowest evaluated price will necessarily be accepted. The responsive proposal with the highest combined rating overall will be recommended for award of a contract.

**TABLE 1 – SCORING MATRIX TABLE**

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

SCORE	EVALUATION CONCLUSION	DESCRIPTION
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

**TABLE 2 – RATED CRITERIA WEIGHTING**

CATEGORY	WEIGHTING
Technical & Data Security	5%
Provider credentials	5%
General	10%
Plan sponsor support	15%
Plan member support	10%
Drug management	10%
Claims administration – Health & Dental	10%



Disability management – LTD	15%
Reporting	5%
Fraud & quality assurance	5%
Communication/implementation	7%
Travel assistance	3%
<b>Total</b>	<b>100%</b>

**TABLE 3 – RANKING TABLE**

RANKING DESCRIPTION		WEIGHTING(%)
1	Rated Criteria	50%
2	Pricing	30%
3	Presentation	20%
	TOTAL	100%

## 2.9 CONTRACT NEGOTIATION

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.

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (SECTION 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.

### 2.10 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 1.5 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 the RFP Specifications (APPENDIX C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

### **2.11 FAILURE TO ENTER INTO AGREEMENT**

If the pre-conditions of award listed in 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 1.5 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.

### **2.12 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 SECTION 2.**

## **SECTION 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**

Proposals may be submitted in 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) and the Canada-UK Trade Agreement are subject to the applicable trade agreement(s) 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 1.5 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 A), 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 requirements set out in the RFP Specifications (APPENDIX C). CMHC may revisit and re-evaluate the Proponent's proposal or ranking on the basis of any such information.

Notwithstanding the foregoing, CMHC reserves the right to waive or revise any Mandatory Requirements/Criteria during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a Mandatory requirement, all Proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals.

### **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 may be provided verbally or 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. 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 A AND NO CLAIMS**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the 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 OFFERING PERIOD**

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, must remain valid and binding on the Proponent until such time as a contract is negotiated and executed, not to exceed ninety (90) days following the closing date unless extended by mutual consent of the Proponent and CMHC.

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 SECTION 3.**

## APPENDIX A – SUBMISSION FORM

### 1.1 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 BusinessNumber (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 ContactName and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

### 1.2 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.

### 1.3 ABILITY TO PROVIDE DELIVERABLES

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

### 1.4 PRICING ACCURACY

The Proponent has submitted pricing in accordance with the instructions in the RFP and in the Pricing Form (APPENDIX B). The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with CMHC.

**1.5 ADDENDA**

The Proponent is deemed to have read and taken into account all addenda issued by CMHC prior to the Deadline for Issuing Addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None” in the covering letter. Proponents who fail to complete this Section will be deemed to have received all posted addenda.

**1.6 NO PROHIBITED CONDUCT**

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

**1.7 CONFLICT OF INTEREST**

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

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

For the purposes of SECTION 1.8, Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1) participated in the preparation of the proposal; AND (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this 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:

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### **1.8 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.

### **1.9 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 the Form of Agreement (APPENDIX D).

## **APPENDIX B – PRICING FORM**

### **1.1 INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM**

Prices must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Prices quoted by the Proponent must be all-inclusive and must include all labour and material costs, on-going maintenance costs, all travel and carriage costs, all insurance costs, all costs of delivery (including any on-boarding/training costs, if not listed separately in the pricing form), all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

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 D of this RFP.

### **1.2 PRICING SUBMISSION FORM – ANNEX 1 to APPENDIX B**

Proponents must complete the Pricing Form (Excel Spreadsheet) attached as Annex 1 to this APPENDIX B.

## **APPENDIX C – RFP SPECIFICATIONS**

### **1.1 STATEMENT OF WORK**

A description of the Group Insurance Benefits, the “Services and/or Deliverables” required by CMHC is set out in the attached ANNEX 1 to this APPENDIX C – Statement of Work.

### **1.2 FINANCIAL INFORMATION**

The following information has been provided in APPENDIX H – Financial Information:

- (a) Underwriting and funding arrangements;
- (b) Rate history;
- (c) Experience history (premiums and claims);
- (d) LTD claims experience by year of incurral;
- (e) Detailed Waiver of Premium listing as at March 31, 2022;
- (f) Detailed Disabled Life Reserve listing as at March 31, 2022;
- (g) Top drug report.

### **1.3 MANDATORY SUBMISSION REQUIREMENTS**

The Proponents must include the following in their proposals:

#### **(1) SUBMISSION FORM (APPENDIX A)**

Each proposal must include a Submission Form (APPENDIX A) completed and signed by an authorized representative of the Proponent.

#### **(2) PRICING FORM (APPENDIX B)**

Each proposal must include a Pricing Form APPENDIX B and Annexes, if applicable, completed according to the instructions contained in the form.

#### **(3) MANDATORY TECHNICAL REQUIREMENTS (MANDATORY CRITERIA)**

Proponents must provide a statement for each Mandatory Criteria shown in ANNEX 2 to this APPENDIX C, “Mandatory and Rated Criteria” spreadsheet and demonstrate how they meet and comply with the Mandatory criteria. The Mandatory Criteria will be assessed on a pass/fail basis.

Each Proponent should respond to each question outlined in directly in the Excel document. This document, along with any required appendices, should be submitted along with the Proponent’s proposal.

#### **(4) RATED REQUIREMENTS (RATED CRITERIA)**

Proponents must provide a statement for each of the Rated Criteria shown in the ANNEX 2 to this APPENDIX C, “Mandatory and Rated Criteria” spreadsheet and demonstrate how they meet the Rated specifications. The Rated Criteria will be assessed as set out in SECTION 2.

#### **(5) OTHER MANDATORY SUBMISSION REQUIREMENTS**

Each proposal must include the following:

- (a) Completion of Privacy of Information questionnaire attached hereto in APPENDIX E;
- (b) SOC Reports for last three (3) years;
- (c) Business Continuity and Disaster Recovery Plan along with signed Business Continuity Attestation attached hereto as APPENDIX F.

(d) Completion of Confidentiality And Non-Disclosure Agreement attached hereto as APPENDIX G.

**APPENDIX D  
FORM OF AGREEMENT**

Please see separate attached document.

## **APPENDIX E – PRIVACY RISK MANAGEMENT QUESTIONNAIRE**

### **1 PRIVACY MANAGEMENT STRUCTURE**

Please provide:

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

### **2 POLICY/PROCESS MANAGEMENT**

Provide copies of existing privacy and information security policies.

Please describe:

- a) How your firm develops, approves and implements privacy policies that cover the service to be provided.
- b) How such policies are communicated to employees, agents and sub-contractors.
- c) How your firm develops and approves privacy -related processes that cover the service to be provided.
- d) The process and timetable for the review/updating of such policies and processes.
- e) How will you align to CMHC's records and data retention requirements, and records management-related policies?
- f) Where your firm uses agents or sub-contractors (or other third party service providers), please describe:
- g) How your firm ensures adherence to your privacy obligations to CMHC.
- h) How your firm provides personal information to such third parties for the performance of services to the Service Provider on behalf of CMHC.
- i) Describe how your firm actively manages privacy risks (i.e. do you have a Risk Management Program?).

### **3 TRAINING AND AWARENESS**

Please describe:

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

### **4 MONITORING / CONTROLS**

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

More specifically:

- a) What applications/processes are monitored?
- b) What is the frequency of monitoring?
- c) What kinds of anomalies are noted for review?
- d) Who conducts the monitoring?
- e) How are paper records, if any, audited/monitored for deficiencies, gaps or lost records?
- f) How are audit/monitoring efforts reflected in changes to policy or processes?
- g) Does your firm obtain periodic independent audit reports with respect to its operations?
- h) If yes, are third party security standards used in the preparation of such reports in addition to your firm's security policies?

Please describe:

- a) Which categories of employees, agents or sub-contractors are provided access to CMHC personal information?
- b) How such employees, agents or sub-contractors are provided access to CMHC personal information, including the circumstances for access and the limitations, if any, on access?
  - Where CMHC personal information data is stored in electronic databases, what processes are used to:
  - Authenticate authorized users?
  - Terminate access when users change roles or leave the Service Provider?

Describe your firm's processes related to the destruction of: Information technology equipment (e.g. server hard drives, mobile devices);

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

## 5 DATA STORAGE

- a) Where CMHC personal information data is stored in electronic databases?
- b) Where are the databases located?
- c) Are the databases accessible outside of Canada?
- d) How have you prepared for General Data Protection Regulation?
- e) Are you able to provide an inventory or data map of where CMHC records and personal information will be stored within your IT environment (i.e. including backup servers)?
- f) Where CMHC personal information data is stored in paper records:
  - Where are the records located?

## 6 INCIDENT RESPONSE

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

Has your firm:

- a) Had any privacy breaches with respect to client information?
- b) Been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g. the Office of the Privacy Commissioner of Canada, etc.)?
- c) Has any agent or subcontractor been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g. the Office of the Privacy Commissioner of Canada, etc.)?
- d) Does your firm carry any insurance with respect to breaches?

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

More specifically, please describe:

What triggers your firm's incident response plan?

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

## **7 REQUESTS FOR ACCESS/CORRECTION TO PERSONAL INFORMATION**

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

- a) For access to personal information by individuals to whom the information belongs
- b) To correct or rectify information about individuals?
- c) Who is responsible for responding to access and correction requests?
- d) How are individuals advised about their right to access and correct personal information?
- e) How does your firm inform people about decisions to grant or refuse access/corrections?

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

## **8 SECURITY/PRIVACY COMPLIANCE**

- a) What security standards do you ascribe to (i.e., NIST, ISO, ANSI etc.)?
- b) How often do you perform security checks, assessments, audits, and access reviews?
- c) How often do perform privacy impact assessments?
- d) How will you assist CMHC during a PIA or security review (e.g., are you able to provide requirements, process documentation, participate in interviews etc.)?
- e) Can you provide proof of compliance to privacy and security requirements (i.e., copies of PIA, ISO certifications, independent audit reports)?

**APPENDIX F**  
**CMHC Business Continuity and Disaster Recovery Attestation Form**

**PART A**

**Company Name:** XXXXXXXX

1. Please identify your Business Continuity & Disaster Recovery Contact Person. (Primary and alternate).

Name (Primary): Title: Mailing Address: Telephone number: E-mail Address:	Name(Alternate): Title: Mailing Address: Telephone number: E-mail Address:
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2. Please confirm (and where possible provide documentation) that the Business Continuity and Disaster Recovery Plans for the business functions/services you provide to CMHC is current and meets the following requirements:

a) The plans are developed to maintain the current service level agreement/contract in any circumstances which may have a significant impact on your organization:

Yes No

b) The plans address worst case scenario(s), including drastic reductions (up to 50%) of your workforce:

Yes No

c) The plans are scoped to include technology failures such as prolonged outages (this should change in accordance with the Recovery Time Objective (RTO) in the contract), loss of systems such as hardware failures, computer viruses, etc.

Yes No

d) The plans are scoped to include natural disasters, cyber attacks, terrorist attacks, etc.

Yes No

e) The plans include a comprehensive Business Impact Analysis (BIA):

Yes No

f) The plans include communication strategies and critical contact names and telephone numbers:

Yes No

g) The plans include notification mechanism to CMHC, should these changes impact your ability to perform the contracted business functions:

Yes No

h) The plans are maintained, reviewed and approved at least annually at an appropriate management level:

Business Continuity: Yes No Disaster Recovery: Yes No

If any of the above responses are 'No', please explain: \_\_\_\_\_

i) The plans are exercised at least annually:

Business Continuity: Yes No

Disaster Recovery: Yes No

j) If yes, please provide the following information about the latest exercise:

Date Type Result:

Business Continuity:

Disaster Recovery:

***Please attach copies of the latest exercise results.***



k) Please confirm (and where possible provide documentation) whether the business functions/services you provide to CMHC have been sub-contracted.

Yes No

l) Please confirm that the sub-contractor's Business Continuity and Disaster Recovery Plans meets the requirements outlined in two, above.

Yes No Not Applicable

If the above response is 'No', please explain: \_\_\_\_\_

m) I identify and attest that all dependencies including our 3<sup>rd</sup> party service providers support the current service level agreements/contracts with CMHC and recognize that full compliance must be maintained at all time.

Yes No

**Completed by Service Provider Senior Executive Officer (or delegated authority)**

Executive Officer Name *(Printed)*:

Executive Officer Title *(Printed)*:

Signature Executive Officer:

Date:

**PART B**

**Validation** (to be completed by CMHC)

Based on the results noted in this Report on Outsourcing Compliance dated [insert date], [insert provider name] asserts the following compliance status (check one):

**Compliant (All CMHC requirements are met)**

**Non-Compliant (Some CMHC requirements are met)**

**Target Date for Compliance:**

Completed by CMHC BCM Lead (or delegated authority)

CMHC BCM Name *(Printed)*:

CMHC BCM Title *(Printed)*:

Signature BCM Lead:

Date:

**APPENDIX G  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the “Agreement”) is made as of *insert 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 Ontario 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 proposed solution(s) submitted during the Request for Proposal (RFP) process of CMHC’s search for a new Group Insurance Benefits Program (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);

- Employee census data
- Group insurance contracts, booklets, benefits-at-a-glance
- Financial information

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 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 agree 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 Parties 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:
  - (a) 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;

(b) 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;

(c) 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;

(d) was independently developed by the receiving party, without reference to Confidential Information of the disclosing party; or

(e) 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 three (3) 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: Procurement 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: Name:

Title: Title:

I/we have authority to bind CMHC.