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REQUEST FOR PROPOSAL (RFP) FOR SPECIAL RISK INSURANCE BENEFITS PROGRAM

Request for Proposal (RFP) No.: **RFP-001761**
Issued: **January 19, 2023**
Submission Deadline: **March 1, 2023 – 11:00 am Ottawa local time**
Address Inquiries to RFP Contact: **Daniela Michaud**
Email: **dcmichau@cmhc-schl.gc.ca**



TABLE OF CONTENTS

PART 1 – SUBMISSION INSTRUCTIONS 3

1.1 Objective of this RFP 3

1.2 RFP Contact..... 4

1.3 Type of Contract for Deliverables..... 4

1.4 RFP Timetable 4

1.5 Submission of Proposals 5

PART 2 – EVALUATION, NEGOTIATION AND AWARD 7

2.1 Stages of evaluation and negotiation 7

 2.1.1 Stage I – Mandatory submission requirements 7

 2.1.2 Stage II – Evaluation 7

 2.1.3 Stage III – Pricing 7

2.2 Ranking and contract negotiations 7

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS 10

3.1 GENERAL INFORMATION AND INSTRUCTIONS 10

3.2 Communication after issuance of RFP 11

3.3 Notification and Debriefing 11

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

APPENDIX A – SUBMISSION FORM..... 15

APPENDIX B – PRICING FORM 19

APPENDIX C – RFP SPECIFICATIONS..... 20

A. PROGRAM BACKGROUND 20

B. THE DELIVERABLES 22

C. WORK LOCATION 24

D. TRAVEL..... 24

E. SECURITY 24

F. CMHC DATA 24

G. MATERIAL DISCLOSURES..... 25

H. MANDATORY SUBMISSION REQUIREMENTS 25

I. MANDATORY TECHNICAL REQUIREMENTS 25

J. PRE-CONDITIONS OF AWARD 26

K. RATED CRITERIA..... 27

L. REFERENCES..... 31

APPENDIX D – FORM OF AGREEMENT 33

APPENDIX E - PRIVACY/SECURITY CONTROLS QUESTIONNAIRE 34

APPENDIX F - CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT 38

PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFP

1.1.1 CMHC Information

Canada Mortgage and Housing Corporation (“CMHC”) is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Housing and Diversity and Inclusion.

CMHC exists for a single reason: to make housing affordable for everyone in Canada. We know that housing helps people stay employed, do better in school and participate more fully in society. Housing affordability and a stable housing finance system support a stronger, safer Canada where everyone can live with dignity.

Affordable housing for all is an ambitious goal, and we cannot do it alone. We’re mobilizing the expertise and energy of governments, non-profits, lenders, developers, social entrepreneurs, and co-ops to create the future of housing. Canada’s first-ever National Housing Strategy (“NHS”) is just one example. Together, we are removing barriers to ensure that no one is left behind.

1.1.2 Objective

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 Special Risk Insurance Benefits Program**, as further described below and in the RFP Specifications (Appendix C).

The selected proponent must be capable of providing the following three (3) benefit categories as a **turnkey** solution to CMHC:

- A. Optional Accidental Death & Dismemberment (AD&D) Insurance (regular employees, retirees, spouses);
- B. Optional Critical Illness (CI) Insurance (regular employees, spouses, and children); and
- C. Business Travel Accident (BTA) Insurance (regular and contract employees), including the addition of a new benefit for out-of-province/country Business Travel Medical (BTM).

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 three (3) years with two (2) one-year options to extend, for up to a total period of five (5) years.

1.1.3 Important RFP procedures

- a. The information listed below will not be released to proponents until CMHC has received the signed Confidentiality And Non-Disclosure Agreement " NDA " (Appendix F) from qualified proponents wishing to participate in this RFP (please refer to *Section 1.4 RFP Process Timetable* for deadlines):
 - Employee census data;
 - Group insurance contracts, booklets, benefits-at-a-glance; and

- Financial information.

The supporting documentation will be in English. In the event you require the French version, please advise CMHC at time of NDA submission.

- b. CMHC has engaged Mercer Canada Inc. (hereinafter referred to as " Mercer") to provide subject matter expertise on the following:
- Scope of Work drafting (Appendix C – RFP Specification)
 - Mandatory Technical Requirements drafting (Appendix C – RFP Specification)
 - Rated Criteria drafting (Appendix C – RFP Specification)
 - Price Form drafting (Appendix B – Pricing Form)

During the evaluation process, a panel of Mercer`s employees (advisors without a vote) will participate in the proposal review to provide subject matter expertise to CMHC`s evaluation team (CMHC employees with the right to vote) regarding any technical clarifications required, as applicable. Mercer will assist in the analysis of the price submission and may also assist during the Contract Negotiation Period.

1.2 RFP CONTACT

For the purposes of this procurement process, the "RFP Contact" will be:
Daniela Michaud
dcmichau@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	January 19, 2023
Confidentiality and Non-Disclosure Agreement (NDA) Submission Deadline signed by interested proponents to CMHC	January 25, 2023 – 2:00 pm Ottawa local time
Issue Date of scope of work specifications to proponents who signed the NDA and Question Start Date	January 30, 2023
Deadline for Questions	February 3, 2023 – 11:00 am Ottawa local time
Deadline for Issuing Addendum	February 9, 2023
Submission Deadline of proposals	March 1, 2023 – 11:00 am Ottawa local time
Evaluation Deadline for top-ranked proponent to Contract Negotiations	March 31, 2023
Anticipated Contract Negotiation Period	15 calendar days
Anticipated Execution of Agreement	By April 20, 2023

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 SUBMISSION OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Proponents capable of providing the three (3) benefit categories outlined above, shall submit the signed NDA to the RFP Contact by the NDA Submission Deadline outlined under Section 1.4 above.

Email Address: dcmichau@cmhc-schl.gc.ca

1.5.2 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>

1.5.3 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 Microsoft Word, Excel, PowerPoint, or pdf format and each file should follow the naming convention below:

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

Smith RFP-001761 Mandatory Requirements (Appendix C)
Smith RFP-001761 Rated Criteria (Appendix C)
Smith RFP-001761 Submission Form (Appendix A)
Smith RFP-001761 Pricing Form (Appendix B)
and so on

Please ensure that the **technical proposal (pdf format) is separate from the financial proposal** (Appendix B to be submitted as a separate pdf or Excel file).

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.

1.5.4 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.3 above and on or before the submission deadline: **March 1, 2023 by 11:00 am 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.

1.5.5 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.

1.5.6 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.

1.5.7 VALIDITY PERIOD OF PROPOSALS

It is a deemed condition of every proposal that the terms of the proposal including all terms relating to pricing, shall remain valid on the proponent for the duration of the RFP process.

[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). Scores from Stage II B. and Stage III will be accumulated, and the highest ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with CMHC in accordance with Section 2.2.2.

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 Appendix C, Section K:

Score	Evaluation Conclusion	Description
10	<u>Complete and clear</u> description provided that <u>exceeds</u> the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the 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 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 II and Stage III, all scores 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

Proposals may be submitted in either of Canada's Official Languages, 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) 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 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 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 for any reason 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.

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.

4. NON-BINDING PRICING

The proponent has submitted its 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.

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", on the following line:_____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. NO PROHIBITED CONDUCT

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

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 7 (a)(i) above, 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:

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).

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 and RST, which should be itemized separately.
- (b) Rates 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.
- (c) Given the Optional CI and Optional AD&D are fully employee paid, proponents shall ensure that the quoted rates are equal or better than the current premium rates in order to ensure that no employee experiences a higher cost.
- (d) Rates shall be applicable during the five (5) year term, taking any financial guarantees and caps into account, of the resulting Agreement, herewith referred to as “total 5-year cost”.

2. EVALUATION OF PRICING

Pricing is worth 40% points of the total score.

Proponents are requested to provide cost for the following

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

$$\text{Lowest total 5-year cost} \div \text{proponent's total 5-year cost} \times 40\% = \text{proponent's pricing points}$$

3. PRICING FORM

Attached as separate document under the tender notice on <https://canadabuys.canada.ca> (formerly buyandsell.gc.ca) and titled “Appendix B – Pricing Form”

APPENDIX C – RFP SPECIFICATIONS

A. PROGRAM BACKGROUND

The selected proponent shall deliver the Special Risk Insurance Benefits Program described as follows:

1.1 Benefits Program Engagement Process

Employees can access a number of benefits and/or services through an online single sign-on (SSO) portal, “CMHC’s Pay and Benefits Centre”, that is available 24/7 from anywhere with an internet connection and hosted by CMHC’s provider AON.

CMHC recently completed two (2) separate RFP’s for the outsourcing of its

- a. Group Insurance Benefits (“GIB”); and
- b. Benefits Administration Services (“BAS”).

Similar to the GIB provider, the selected proponent from this RFP for special risk insurance benefits of AD&D and CI must be able to integrate with CMHC’s BAS provider.

The BAS provider will be responsible for services such as, but not limited to, the record keeping and maintenance of plan member information, data validation, enrollments, flex credit management, processing of eligible life events, Monthly premium payment (collect from CMHC and distribute to group insurer(s), all associated reporting), call-centre help line for direct engagement with employees, processing of interface files for each applicable group insurer.

1.2 Plan Information

CMHC’s Special Risk Insurance Benefits plans cover regular employees, contract employees, employees with salary band I, executives, the President, and retirees. Eligibility is outlined below:

- a. Regular employees who work at least 25 hours every two weeks: first day of employment for Optional AD&D and Optional Critical Illness;
- b. Regular and contract employees: first day of employment for Business Travel Accident;
- c. Retirees eligible for the CMHC retiree group insurance program: Optional AD&D.

The benefits included in the RFP are as follows:

- d. Optional Accidental Death & Dismemberment (AD&D) Insurance (regular employees, retirees, spouses);
- e. Optional Critical Illness (CI) Insurance (regular employees, spouses, and children); and
- f. Business Travel Accident (BTA) Insurance (regular and contract employees) including the addition of a new benefit for out-of-province/country Business Travel Medical (BTM).

The Optional AD&D insurance and Optional CI insurance have been underwritten by Canada Life since 2014 and the plans renew each July 1. The business travel accident

insurance is currently underwritten by Chubb. It is CMHC's intention to retain one insurer to underwrite and administer all the benefits noted above.

CMHC has outsourced the administration of the group insurance benefits since 2014 and will continue to do so.

Details on the current plan design shall be provided in the following documents following receipt of the signed NDA:

- a. File No 1: Canada Life group insurance contracts;
- b. File No 2A: Chubb Travel accident insurance contract;
- c. File No 2B: Chubb Travel accident insurance contract amendment 2016;
- d. File No 3: Booklet for regular and contract employees;
- e. File No 4: Booklet for retirees who retired before January 1, 2018;
- f. File No 5: Booklet for retirees who retired on or after January 1, 2018;
- g. File No 6: Benefits-at-a-glance for regular employees.

1.3 Plan design changes effective July 1, 2022

Note that the following change to the Optional CI took effect on July 1, 2022:

- a. Introduce gender neutral rates for Optional CI in addition to M/F rates.

1.4 Eligible Employees and Effective Date of Coverage

In the event of a change in carrier, coverage for all employees and retirees will take effect immediately on the date of transfer including employees who are on disability.

1.5 Participation

(1) Employees

- a. Employees may choose employee and/or spousal Optional AD&D insurance at any time;
- b. Employees may choose employee, spousal and/or child Optional CI insurance at any time with evidence of insurability for employee and spouse only
- c. Employees travelling for business purposes are automatically covered under the BTA and BTM.

(2) Retirees

Retirees may choose Optional retiree and spousal AD&D insurance without evidence of insurability

1.6 Beneficiary Designations

The external benefits administrator maintains all beneficiary designations. All current beneficiary designations must be accepted by a replacing insurer without re-enrolment.

1.7 Cost Sharing

Optional AD&D is paid through either employer flex credits or employee bi-weekly payroll deductions while Optional CI is fully employee paid through payroll deductions. Business Travel Accident is fully employer paid, as will be the out-of-province/country Business Travel Medical.

Retirees pay the full cost of Optional AD&D coverage through pre-authorized debit withdrawal.

1.8 Waiver of Premium

For disabled employees, currently premium waiver is in place for Optional AD&D. For Optional CI, coverage is continued on a premium paying basis. Under the new contract, resulting from this RFP, premium waiver will apply to both, Optional AD&D and Optional CI, for employees who are approved for life waiver at the date of transfer, as well as for all future disabled employees who are approved for life waiver.

1.9 Transfer of Optional AD&D Insurance Amounts

All existing amounts of optional AD&D insurance coverage in force on the date of transfer, including any disabled employees, will be “grandfathered” by the replacing insurer. Waiver of premium will apply to all current and future disabled employees approved for life waiver.

1.10 Transfer of Optional CI Insurance Amounts

All existing amounts of optional CI insurance coverage in force on the date of transfer including any disabled employees, will be “grandfathered” by the replacing insurer without any medical evidence of insurability. Waiver of premium will apply to all current and future disabled employees approved for life waiver.

1.11 Census Data and Travel Data

Following the receipt of the signed NDA, CMHC will share

File No 7: Census Data for demographic details.

File No 8: Travel Destination Report

B. THE DELIVERABLES

2.1 GENERAL REQUIREMENTS

2.2 Premiums/Billing

Optional benefits

Employees

Employees elect coverage and premiums through CMHC’s third-party administrator enrolment platform, which the provider then sends the biweekly (i.e. 26 pays per year) premiums to CMHC’s payroll provider to deduct the required premiums from employees pay. On a monthly basis, either CMHC or its selected third-party benefits administration provider will transfer premiums payments via electronic fund transfer (EFT) to the insurer.

Retirees

Retirees elect coverage and premiums through CMHC’s third-party administrator, which they then have the retiree complete a pre-authorized debit form to deduct retiree premiums on a monthly basis. The third-party benefits administrator then remits the premiums to the insurer.

Business travel and out-of-province/country accident/business travel medical

For billing purposes, a deposit premium will be assessed at inception and at each following renewal. At each renewal, a reconciliation will be calculated based on actual travel days during the period in order to determine any adjustments required.

2.3 Reporting

Optional AD&D, Optional CI, Business Travel Accident, Business Travel Medical

Reports will be required to reflect the paid premiums, and paid claims for each benefit quarterly and on a cumulative basis by year.

2.4 Claims Payment

Optional AD&D, Optional CI, and Business Travel Accident claims are submitted directly to the insurer. Claims are reimbursed directly to the plan member or the beneficiary by the insurer. Business travel medical claims will be submitted/reimbursed based on the situation and according to individual or organization that incurred the cost of the service.

3.1 UNDERWRITING AND FUNDING ARRANGEMENTS

The following section outlines the current underwriting and funding arrangements that must be duplicated.

3.2 Underwriting Basis

The business travel accident plan, business travel medical, optional AD&D and optional CI plans are underwritten on a fully pooled non-refund basis. Travel data and claims may be taken into account for the business travel plan.

3.3 Renewal Date

If a new insurer is selected, the expected date of transfer is 01 July 2023. Going forward renewals will occur on 01 July.

3.4 Renewal Rate Notice and Guarantees

The plans renew on 01 July. Renewal notices, with or without changes, must be provided by 01 September in advance of the renewal date, and guaranteed for a minimum of twelve months after the effective date unless otherwise agreed to by CMHC. Due to internal approval processes in place, CMHC will not provide final approval/confirmation of the renewal until March of the following year.

3.5 Reserves

There are no Incurred But Not Reported Reserves nor Waiver of Premium Reserves.

3.6 Professional Fees

There are no commissions included in the rates.

3.7 Financial Information

The following information will be provided in File # 8 (To be released after NDA signed):

- a. Rate history; and
- b. Experience history (premiums and claims).

4.1 TRANSITION RULES

It is essential that no employees suffer any loss of benefits due to the transfer of coverage. Therefore, the transition rules detailed below, must be adhered to.

4.1.1 Actively at Work

In the event that an employee is not actively at work on the effective date by reason of disability, approved leave of absence or lay-off with extension of coverage, then such

employee must be deemed to be actively at work and insured for the coverage. Waiver of premium will apply to all employees approved for life waiver.

4.1.2 Legislated Benefit Extension

In the event that an employee is terminated and is not actively at work during the statutory Notice Period, it is expected that all benefits, including disability insurance, will be continued until the end of the notice period.

4.1.3 Extension of Benefits

In the event that an employee is declared surplus and elects to extend optional AD&D and/or optional CI coverage, it is expected that coverage will be continued until the end of the extension of benefits period (generally up to 12 months). Employees are responsible for paying the required premiums during this period.

4.1.4 Pre-existing condition

The length of time the employee's Optional CI was in effect with the prior insurer will be taken into account in determining the pre-existing condition with any new insurer.

4.1.5 Benefit continuation

Any employee, who is not actively at work and whose employment is not terminated, will maintain employee status, and be deemed actively at work and insured as long as the appropriate premium is being paid.

4.1.6 Coverage

In accordance with the current guidelines established by the CLHIA it is expected that the new insurer will guarantee no loss of coverage for employees due to the transfer of coverage from the present insurer.

C. WORK LOCATION

The services will be performed by the selected proponent virtually at its place of business.

D. TRAVEL

No travel is required in the course of the agreement 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 a criminal records check and/or hold a valid personnel security screening at the 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:

1. The selected proponent will ensure that no personnel or subcontractor that has not obtained and maintained the required level of security screening, or equivalencies for such security screening approved by CMHC will access any CMHC Data (as defined above) that is designated by CMHC as “protected” (which includes, for greater certainty, “protected A” and “protected B” unless such CMHC Data is masked. For the purposes of this Appendix C, “CMHC Data” shall mean: (1) all CMHC personal information; and (2) any and all information relating to CMHC, CMHC customers, CMHC personnel, or another CMHC service provider that was provided, collected, or generated: (a) as part of the provision or receipt of the services; or (b) in order to comply with any applicable law.
2. The selected proponent shall ensure that CMHC Data remains in Canada and accessed from/within Canada and by individuals who have obtained and maintained the required security screening referenced in sub-paragraph (2) above and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Proponent will not access any CMHC Data from outside Canada without the prior written approval of CMHC, which approval may be withheld by CMHC, in its sole discretion. Notwithstanding the above and in accordance with the mandatory technical requirement MR 4 below, data residency in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information (including personal information).

G. MATERIAL DISCLOSURES

N/A

H. MANDATORY SUBMISSION REQUIREMENTS

1. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (APPENDIX F)

To receive supporting documentation in order to complete its proposal, the proponent must sign the NDA as outlined in Part 1, Section 1.5.1

The supporting documentation will be in English. In the event you require the French version, please advise CMHC at time of NDA submission.

2. SUBMISSION FORM (APPENDIX A)

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

3. PRICING FORM (APPENDIX B)

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

4. OTHER MANDATORY SUBMISSION REQUIREMENTS

Please refer to Section J. Pre-conditions of Award.

I. MANDATORY TECHNICAL REQUIREMENTS

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

MR #	Type	Description	¹ Proponent's description on <u>how</u> they will comply.
MR 1	Services	Proponents must be able to provide the Services of all three (3) benefit categories, including the addition of out-of-province/country BTM plan, outlined in this RFP as a turnkey solution.	
MR 2	Licensed	Proponents must be licensed to insure benefits in all Canadian provinces and territories. Please provide proof of your registration (admitted if based outside Canada).	
MR 3	Bilingualism	Proponents must be able to provide communication services written and verbally if required, such as material for booklets and applicable policies etc. in both of Canada's Official Languages, English and French at no additional cost to CMHC.	
MR 4	Security: Data Residency	Proponents must ensure that all of CMHC Data, while at rest or in transit, must be encrypted and reside and is accessed from within Canada at all times. Data residency in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information (including personal information).	
MR 5	Security: Industry Standards	The Proponent must be capable of enforcing and supporting evolving data policies in line with government regulations, industry best practice and standards, such as CSE (ITSG-33) which aligns with the ISO27001 framework. Please refer to Appendix E – Privacy and Security Controls Questionnaire for details.	
MR 6	Security: Personnel Security Screening (PSS)	The proponent and its employees providing the services to CMHC must have Reliability Status level security clearance or agree to have this in place before the CMHC contract is awarded.	
MR 10	Security: Encryption	For secure transmission of information and any file sharing, proponents must be able to provide secure protocols and encryptions. Describe.	
MR 11	Personal Information And Contractual Obligations	Proponents must ensure CMHC and CMHC employee's Personal information is shared only with third parties who have agreements with the selected proponent, which include procedures that such third parties have controls in place to meet the terms of the agreement, instructions, or requirements as per the agreement between CMHC and the selected proponent.	
MR 12	Continuation of Service: Transfer of existing policies	At the date of transfer of policies, the selected proponent must provide Optional AD&D and/or Optional Critical Illness coverage to currently covered disabled employees. As for the date of transfer the optional AD&D, the selected proponent must agree to waive the premium for any employee who is approved for life waiver. <i>Note: The process for all future cases is a rated requirement under R.2 and R.3 (and is not considered a mandatory requirement in this section).</i>	
MR 13	Plan Design	Proponent's must ensure that the proposal be based on CMHC's current plan design, i.e., at a minimum a full duplication of the coverage levels is required to be substantially compliant with this RFP.	
MR 14	Plan Design	Proponents must ensure that there is no exclusion for pre-existing conditions under the out-of-province/country Business Travel Medical coverage.	

¹Proponents must provide a statement per each MR as to how the proponent is in compliance with the mandatory technical requirement(s) outlined above.

J. PRE-CONDITIONS OF AWARD

a. Information Security Assessment (Appendix E - Privacy and Security Controls Questionnaire)

Proponents must demonstrate that they have the required IT infrastructure in place to safeguard third-party personal information (such as personal information from CMHC employees) and any CMHC Data. Therefore, proponents must review and be able to adhere to CMHC’s Security Standards outlined in **Appendix D – Form of Agreement**.

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

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, CMHC is then in a position to commence with the Contract Negotiation Period. If the selected proponent fails this assessment, CMHC reserves the right to obtain further clarification from the proponent. Following the clarification period, if the proponent is not able to provide reasonable assurance to CMHC that it will be able to meet CMHC’s privacy and security standards, it will be disqualified from further consideration.

b. Security Clearance Verification of Proposed Resources

In accordance with Appendix C, Section E. Security, the selected proponent shall provide the following for CMHC’s Security department to verify the proposed key resources hold valid security clearances:

Personnel Security Clearance:

Resource Name	Security Clearance Level	Security Clearance Number	Clearance Validity Period

c. Appendix D – Form of Agreement

With its proposal submission, proponents are expected to provide (i) their compliance to the clauses listed in CMHC’s Form of Agreement (Appendix D), or (ii) in the event of a deal breaker, proponents must provide the impacted clause redlined for CMHC’s review. It is the proponent’s responsibility to seek their legal counsel advice ahead of time for this submission. Note: Detailed insurance policies will be mutually developed and agreed upon with the selected proponent after the master agreement has been executed.

d. Business Continuity Management Attestation

In accordance with Appendix D, Article 10. Contingency Planning, the selected proponent shall complete the Business Continuity Management Attestation Form.

- e. **References.** CMHC may conduct a reference check. The references provided must be deemed successful by CMHC. If the proponent fails such reference check it may be disqualified from further consideration.

K. RATED CRITERIA (100%)

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

STAGE II - Rated Criteria Category	Weighting (%)
R.1 General Capabilities, Experience and Qualifications of the Organization	10 %
R.2 Category A: Optional AD&D	15 %
R.3 Category B: Optional Critical Illness (CI) Insurance	15 %
R.4 Category C: Business Travel Accident (BTA) Insurance and (BTM)	15 %
R.5 Plan sponsor support	5 %
R.6 Pricing (Appendix B)	40 %
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 GENERAL CAPABILITIES EXPERIENCE AND QUALIFICATIONS OF THE ORGANIZATION (PAGE LIMIT: 17)

- R.1.1 Provide a brief description of your organization (overview and history) including an organizational diagram;
- R.1.2 Outline your experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate);
- R.1.3 If your company has secured any financial ratings (e.g. Moody's, Standard & Poor, AM Best, etc.), provide us with their latest assessment of your financial strength and claims paying ability. Specify any changes that have been made to these ratings over the last 24 months.
- R.1.4 In the event of bankruptcy, how would you provide coverage to your contract holders in the event of a claim?
- R.1.5 Vendor Diversity/Inclusion/Anti-racism:
 - i. Please describe your corporate strategy on diversity and inclusion and antiracism.
 - ii. Indicate whether you have a supplier diversity program in place.
 - iii. Indicate whether your organization considers itself a diverse supplier. A diverse supplier is defined as an organization that is owned and controlled by at least 51% of individual(s) who are considered: women, indigenous people, LGBTQ2+, persons with disabilities and visible minorities. If so, indicate whether your organization is a certified diverse supplier and provide certification details.

- iv. Please indicate how the coverage and the products you offer have evolved to take into account diversity and inclusion initiatives, for example by offering gender neutral rates.
- R.1.6 Describe your corporate goals with respect to sustainability and targets for net-zero greenhouse gas emissions.
- R.1.7 Provide the names and a brief bio (roles, relevant experience, education/qualifications, number of years of experience) of the **key representatives** for the CMHC account. **(Page limit: 1 single-side per resource)**
- R.1.8 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, including your escalation process; and
- R.1.9 Value Added Services:
Please describe to CMHC which other related services you would like to propose to provide. These services could be value add at no additional cost to CMHC, or services that you can offer at special pricing.
- R.1.10 Capability Questionnaire
Please complete the questionnaire with yes or no answers. If comments are required, please keep them short and concise.

QUESTION #	QUESTION	YES/NO	COMMENTS
1	Confirm your quotation adheres to the requirements as outlined in these specifications and provides at a minimum the current coverage. You will be asked to provide specifics later in this questionnaire.		
2	Confirm that, in the event of an unintended deviation from the specifications and the existing policy provisions you will insure a policy reflecting the existing provisions.		
3	Confirm you will adhere to the transition rules as outlined in the SOW.		
4	Confirm that benefits will be extended for employees on severance for the employee's minimum statutory period pursuant to provincial employment standards legislation, for a period of up to 12 months without insurer approval, even if the extension of coverage is not prescribed by legislation (insurer will be notified of any extensions in coverage due to severance). Indicate your process for allowing longer extensions as requested.		
5	Confirm that there are no exclusions on the basis of pre-existing conditions for present employees and their dependents and new hires and their dependents with regard to any benefit other than the pre-existing provision under the Optional CI.		
6	Confirm that you will insure all employees currently on severance with CMHC and those on severance at the transfer date.		
7	Confirm the renewal will be provided by September 1 of each year, which would include notice of adjustment to rates or any financial arrangements.		
8	Confirm that at a minimum your quote matches the current units of coverage and overall maximums.		

R. 2 CATEGORY A: OPTIONAL AD&D (PAGE LIMIT: 1)

Please complete the questionnaire with yes or no answers. If comments are required, please keep them short and concise.

Question #	Question	YES/NO	Comments
1	Confirm that the loss schedule will include all losses currently covered.		
2	Please outline any enhancements to the current loss schedule.		
3	Specify any additional losses that will be included in the loss schedule.		
4	Confirm that all current ancillary benefits will be included.		
5	Please outline any enhancements to the current ancillary benefits.		
6	Specify any additional ancillary benefits that are included.		
7	Confirm that the Optional AD&D coverage includes premium waiver for current and future disabled employees approved for life waiver.		
8	Confirm a spouse can apply for Optional AD&D even if the employee is not covered for this Optional AD&D benefit.		

R. 3 CATEGORY B: OPTIONAL CRITICAL ILLNESS (CI) INSURANCE (PAGE LIMIT: 1)

Please complete the questionnaire with yes or no answers. If comments are required, please keep them short and concise.

Question #	Question	YES/NO	Comments
1	Confirm that the Optional CI coverage will include all current covered adult and child conditions.		
2	Confirm any additional covered conditions that will be included.		
3	Confirm that the Optional CI coverage includes premium waiver for current and future disabled employees approved for waiver.		
4	Confirm if you are willing to offer an open enrolment for Optional CI at transition? If so, on what basis?		
5	Confirm the highest guaranteed issue amount(s) offered for Optional CI when the employee first becomes eligible or experiences a qualifying life event.		
6	Confirm if an annual open enrolment period can be offered for Optional CI with the guaranteed issue amount(s).		
7	Confirm if a spouse can apply even if the employee is not covered for this Optional CI benefit.		

R. 4 CATEGORY C: BUSINESS TRAVEL ACCIDENT (BTA) INSURANCE AND OUT-OF-PROVINCE/COUNTRY BUSINESS TRAVEL MEDICAL (BTM) INSURANCE (PAGE LIMIT: 2)

Please complete the questionnaire with yes or no answers. If comments are required, please keep them short and concise.

Question #	Question	YES/NO	Comments
BTA1	Confirm if the loss schedule will include all losses currently covered.		
BTA2	Please outline any enhancements to the current loss schedule.		
BTA3	Specify any additional losses that will be included in the loss schedule.		
BTA4	Confirm that all current ancillary benefits will be included.		
BTA5	Please outline any enhancements to the current ancillary benefits.		
BTA6	Specify any additional ancillary benefits that are included.		
BTM 1	Outline all covered expenses and services, including any annual or lifetime maximums.		
BTM 2	Outline all services provided through the emergency assistance provider.		
BTM 3	Indicate any applicable coinsurance and deductibles.		
BTM 4	List all exclusions.		
BTM 5	Confirm that a stability clause (such as pre-existing conditions) will not apply.		

R. 5 PLAN SPONSOR SUPPORT (PAGE LIMIT: 3)

- R.5.1 Describe your ability and process to manage employees and retirees impacted by the Indian Tax Act (e.g. process on being informed, impact on premiums, invoices, etc).
- R.5.2 Describe your ability to work with a third-party administrator for billing, premium remittance, and beneficiary designations.
- R.5.3 Confirm that you will provide paid premium and paid claim reports on a quarterly and cumulative basis by year.
- R.5.4 Describe how you would support the June 2023 enrollment period for an effective date July 1, 2023.

R.6 PRICING (SEE APPENDIX B)

L. REFERENCES

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

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

APPENDIX D – FORM OF AGREEMENT

Attached as separate document under the tender notice on <https://canadabuys.canada.ca> (formerly buyandsell.gc.ca)

Note: Proponents will be asked to provide their compliance to the clauses listed in CMHC's Form of Agreement (Appendix D) with its proposal submission. It is the proponent's responsibility to seek their legal counsel advice. In the event the proponent must highlight a deal breaker within this master agreement, they must provide the impacted clause redlined for CMHC's review with their proposal. Detailed insurance policies will be mutually developed and agreed upon with the selected proponent after the master agreement has been executed.

APPENDIX E - PRIVACY/SECURITY CONTROLS QUESTIONNAIRE

PRIVACY/SECURITY CONTROLS	RESPONSE/CONFIRMATION OF EXISTING CONTROLS <i>***Please provide detailed responses – a YES or NO is not sufficient***</i>
<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> <ul 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>*For CMHC Internal Use: PIA Section 7.3</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>*For CMHC Internal Use: PIA Section 7.4</p>	
<p>13. Environmental Safeguards</p> <p>Corresponding sections: 7.5</p> <p>Personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p> <p>*For CMHC Internal Use: PIA Section 7.5</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>*For CMHC Internal Use: PIA Section 7.6</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>For CMHC Internal Use: PIA Section 7.6</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>For CMHC Internal Use: PIA Sections 7.7, 7.8</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>For CMHC Internal Use: PIA Sections 8.1, 8.2</p>	
<p>17.2 Openness</p> <p>Corresponding sections: 8.1</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>For CMHC Internal Use: PIA Section 8.1</p>	

APPENDIX F – Non-Disclosure and Confidentiality Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is made as of **January 26, 2023** (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 information relating to submitting a proposal to RFP-001761 for the provision of a Special Risk Insurances Plan to CMHC (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, CMHC employee census data, insurance contracts, booklets, benefits programs, 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:
 - (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: **Director of 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:

Signature: _____

Name:

Title:

I/we have authority to bind the Company.

CMHC

Signature: _____

Name:

Title:

Signature: _____

Name:

Title:

I/we have authority to bind CMHC.