



REQUEST FOR PROPOSAL

FOR

CREDIT CARD PAYMENT SYSTEM

Date issued: *July 15, 2013*

Solicitation Closes: *August 12, 2013*

Solicitation File # : 201302157

Originating Department:

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about CMHC and this Request for Proposal.

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into an Agreement with a qualified service provider (hereafter referred to as the “Proponent”) to provide a credit card processing system. The solution should support CMHC’s ability to efficiently and accurately conduct various types of credit card collection transactions, manage financial information, allow for integration into existing CMHC operations, and interact and interface with existing CMHC legacy systems.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal.

More detailed specifications can be found in Section 3, “Statement of Work”.

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Human Resources and Skills Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Diane Finley.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead Proponent, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC in terms of price.

1.4.1 All Non-Research Service Providers

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and various Business Centres throughout Canada.

The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148. Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Date	Activities
July 15, 2013	Request for Proposal issued
July 22, 2013	RFP Inquiry Period Closes
August 12, 2013	Submission Deadline
August, 2013	Evaluation and Selection of lead Proponent
September, 2013	Finalize Agreement with lead Proponent
October, 2013	Agreement award
October, 2013	Announcement of successful Proponent
November, 2013	Debriefing to unsuccessful Proponents as requested

1.6 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 4 Proposal Requirements
- Section 6 Proposed Contract, and
- Appendix A, The Certificate of Submission.

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to

meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

1.7 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

The Contracting Authority may authorize preferential pricing of up to ten percent for the purchase of more environmentally sound commodities.

The evaluation methodology in section 5 fully describes any environmental preferences associated with this procurement.

1.8 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding Proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Proponents may submit comments labelled as *Proponent Feedback RFP #201302157* to the name and address provided in Section 2.4.

As CMHC does not wish to be perceived as influenced by such feedback in the award decision, Proponent's are requested to submit their feedback after the contract award has been announced.

Any Proponent who notes a material flaw in the RFP that could affect the outcome should report it as specified in Section 2.4

1.9 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any ensuing Agreement.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Proponent about CMHC's procedures and rules pertaining to this RFP process.

Proponents are advised that CMHC has provided as Appendix C a Mandatory Compliance Checklist for your benefit to complete prior to submission. This is to assist you in ensuring that you comply with all Mandatory criteria as non-compliance will result in disqualification.

2.2 Certificate of Submission Mandatory

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the Proponent. Refer to Section 1.6 Mandatory Requirements.

Proponents must submit a signed Certificate of Submission as part of their proposal. Should a Proponent not include the signed Certificate of Submission the Proponent will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the Proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent. CMHC will not assume or have transferred to it those responsibilities. All registered times will be in accordance with the time CMHC computer servers receive the submission, not the time the proposal was sent by the Proponent.*

*** Please be advised that E-BID has a size limitation 10 MB. It is advisable and recommended that proponents submit their proposal in multiple smaller files.**

It is recommended that the Proponent send an e-mail as soon as possible after the EBID proposal has been sent, notifying the contact person named in Section 2.4 Inquiries, that a proposal has been submitted to EBID, including the company name and e-mail address, with the date and time the submission was sent.

Upon receipt of proposals, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that proponents follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

*** Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed for proposals to be received.**

Address for Delivery

Proposals, including all supporting documentation, are to be sent electronically to the following e-mail address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFP, file # 201302157

Format

Proposals may be submitted in MS Word, Lotus WordPro or Adobe Acrobat PDF in English or in French.

NOTE: In certain email programs the "Send" format may need to be specified as either "HTML" or "Plain Text". Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC.

Proposal Opening and Verification Period

All EBID proposals received on or before the closing date and time specified in this RFP, will be opened for evaluation purposes and verified by CMHC. If at that time, CMHC is unable to open a proposal, the proponent will be so advised and provided an opportunity to resubmit in a file format that can be opened within 2 hours from notification.

Submission Deadline

Mandatory

Your proposal must be **received** at the exact location as specified above on or before the submission deadline set as:

2:00 p.m. local Ottawa time, on Monday August 12, 2013

Proposals arriving late will be automatically rejected, and the sender will be so notified by e-mail.

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail or facsimile to the following:

Heather Forsyth

Tel: (613) 740-5466

Fax: (613) 748-2998

Email: hforsyth@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

All written questions submitted, which in the opinion of CMHC affect all Proponents, will be answered by CMHC in writing and distributed to all Proponents by facsimile, e-mail or GETS. All identification related to the inquiry will be removed in the response. Any questions of a

proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to each Proponent to whom CMHC has issued this RFP by facsimile, e-mail or GETS.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A Proponent will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all Proponents for this purpose.

2.6 Proponent Contact

The Proponent shall name a person in their proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period Mandatory

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the Proponent for a period of one hundred and twenty (120) days following the closing date.

2.8 Changes to Submission

Changes to the submitted proposal can be made, if required, provided they are received as an addendum to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked “**REVISION**”, and be received no later than the submission deadline. In addition, the revised bid must include a description of the degree to which the contents are in substitution for the earlier proposal.

2.9 Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing that each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted and must be in a separate addendum to the proposal.

An acceptable alternative is one which CMHC considers satisfactory in meeting a mandatory requirement. CMHC at its sole discretion will determine if a proposed alternative meets the intent of the original mandatory requirement.

2.11 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

2.12 Verification of Proponent's Response

The Proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Proponent's response.

2.13 Ownership of Responses

All responses and related materials become the property of CMHC and will not be returned. CMHC will not reimburse the Proponent for any work related to, or materials supplied in the preparation of the RFP response.

All information regarding the terms and conditions, financial and/or technical aspects of the Proponent's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at each item or at the top of each page. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, 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.

2.14 Proprietary Information

Information contained in this RFP is to be considered "Proprietary Information" and the Proponent is not to disclose this information to any party other than the Proponent's employees or agents participating in the response to this RFP.

2.15 Corporation Identification

The Proponent agrees not to make any use whatsoever of CMHC's name, logo or initials, including public advertisement, without the express written consent of CMHC.

2.16 Declaration re: Gratuities

In submitting its proposal, the Proponent certifies that no representative for the Proponent has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member

or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

2.17 Conflict of Interest

- (a) The Proponent and its principals, employees and agents shall avoid any conflict of interest during the RFP process and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the all negotiations relating to this RFP.
- (c) 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 (2006) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the Proponent certifies that:

- (a) prices as submitted in its proposal have been arrived at independently from those of any other Proponent;
- (b) the prices as submitted have not been knowingly disclosed by the Proponent, and will not knowingly be disclosed by the Proponent prior to award, directly or indirectly, to any other Proponent or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

2.19 Security Clearance

CMHC requires employees of the selected Proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately 5 working days. If they are not security cleared, the Proponent or its employees will require an escort by a CMHC employee while in CMHC premises and will not be granted access to CMHC information and systems.

2.20 Shortlist

The evaluation procedure may include a shortlist based on the stated criteria. The shortlisted Proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders who are shortlisted.

2.21 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed participation and responsibilities of each company in the joint venture, and must provide a description of the proposed joint venture business arrangement which would be entered into by all parties upon receipt of a contract. The description must list the companies involved, indicate how long the business arrangement has been in existence, indicate the service(s) each respective party would be providing and describe the proposed participation and responsibility of each party.

The Proponent shall designate one of the partners as the contact person through whom any communication between the Proponent and CMHC will be channelled during the RFP process.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating company. Refer to Section 2.2.

2.22 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting Agreement) will be the sole property of CMHC. The Proponent warrants that the Proponent is the only person who has or will have moral rights in the material created by the Proponent and supplied under this RFP and the Proponent hereby waives in favour of CMHC all of the Proponent's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Proponent's moral rights therein.

2.23 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of this RFP, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Proponent, any subcontractor, reseller, agent or any other person engaged to perform the Services under any ensuing Agreement.

The Proponent acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times.

The Proponent further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Proponent shall restrict access to CMHC Information to such of its responsible employees and agents (collectively the "Representatives") who strictly require such access in order to participate in this procurement process and the Proponent will impose upon all such Representatives obligations of confidentiality equivalent to those contained in this RFP.

The Proponent shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Proponent or subcontractors without the prior written consent of CMHC.

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

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

3 SECTION 3 STATEMENT OF REQUIRMENTS

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective proponent with the information necessary to develop a competitive proposal. The Statement of Requirements is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Requirement are clearly identified in Section 4 - Proposal Requirement.

The Mandatory Compliance Checklist is located at Appendix C (7.3).

3.3 Statement of Work

Proponents must respond to the following requirements based on the skills and experience of the individual(s) who will have primary responsibility for providing the Services if their proposal is selected.

Item #	Requirement	R/M/I	Points Available	Weight
3.3.1 Main Components				
3.3.1.1	<p style="text-align: center;">Description</p> <p>CMHC sells products to the public via the CMHC website and a Call Centre using credit cards as the payment method. In each case, credit card information is captured by a SAP system that connects via Java to the current credit card processor.</p> <p>CMHC is seeking proposals from organizations with a proven history of success within the credit card processing industry to award a contract with a single vendor to provide a system that meets the functional and technical requirements, professional implementation services, and on-going software maintenance and support.</p> <p>CMHC Sales volumes for 2012 totaled \$890,000.</p> <p>The purpose of this RFP is to engage a full-service vendor experienced in processing Visa, MasterCard, and American Express credit card merchant processing contract and transaction processing systems and services. The proposer is requested to supply a virtual</p>	I		

	terminal for CMHC staff to perform various reporting activities without manual intervention. Also the solution must include a payment gateway to electronically transfer funds to the CMHC main bank account, as well as a Java API, and telecommunication lines used for the payment gateway.			
3.3.1.2 M	Tokenized transactions: All transactions must be authorized by Proponent's system and the authorization code sent to CMHC to be captured in the SAP system to approve the delivery of the product purchased. NO credit card information is provided to CMHC except for the Authorization code.	M		
3.3.1.3 M	Proponent must guarantee in writing to CMHC that any and all credit card information accessed, in any format including electronic data, directly or indirectly, by the Proponent under any resulting agreement must at all time remain and be stored within Canada.	M		
3.3.1.4 M	Authorization step completed by Proponent. – NO third party vendor is to be used to complete the authorization. Proponents are to describe the authorization step in detail	M		
3.3.1.5 M	Proponent must be able to separate the Authorization and Capture amount process in two steps. The capture amount must be initiated by CMHC when CMHC ships the product to customer.	M		
3.3.1.6 M	Proponent must be able to process transaction for Visa, MasterCard, and American Express – Please describe	M		
3.3.1.7 M	Proponent should be able to process transactions using Card Security Verification process, such as - CVV2 for Visa, CVC2 for MC, CID for AMEX – Please describe	M		
3.3.1.8	Proponent should supply a Java Application Program Interface (API)	R	0-10	10
3.3.1.9	Proponent should be able to transfer funds from the settlements electronically to the CMHC main Bank account – Please describe	R	0-10	15
3.3.1.10	Proponent should be able to transfer funds to the CMHC main Bank account from the settlements within 12 hours of settlement processing time – Please describe	R	0-10	10
3.3.1.11	Proponent should be able to electronically refund funds – Please describe	R	0-10	10
3.3.1.12	Proponent should be able to electronically void any transaction – Please describe	R	0-10	10
3.3.1.13	Proponent should be able to decline any transaction and send notification to CMHC – Please describe	R	0-10	10
3.3.1.14	Proponent should be able to provide rejection detail for any non-authorized transaction– Please describe	R	0-10	10
3.3.1.15	Proponent should be able to provide a response time to any transaction in less than 5 seconds– Please describe	R	0-10	15
	3.3.2 Telecommunications & Security			
3.3.2.1	Proponent should be able to extend their network to CMHC head office at 700 Montreal rd – Please describe	R	0-10	10

3.3.2.2	Proponent should be able to provide telecommunications terminating equipment – using Ethernet RJ45 100BaseT port – Please describe	R	0-10	10
3.3.2.3	Proponent should be able to transmit data using IPv4 – Please describe	R	0-10	10
3.3.2.4	Proponent should be able to provide a secondary telecommunication line to be used if primary communications link fails – Please describe back up contingencies	R	0-10	10
3.3.2.5	Proponent should be able to provide Hot standby telecommunications terminating equipment – Please describe	R	0-10	5
3.3.2.6	Proponent should be able to process transactions from two different data centers – Please describe	R	0-10	5
3.3.2.7	Proponents should be able to commit to 99.99 % Network connectivity availability and processing based on 43,200 minutes a month excluding maintenance windows.	R	0-10	10
3.3.2.8	Proponents should offer the following credits missed Service Level Agreement (SLA) described in requirement 3.3.2.7 A. a credit of 50% of monthly processing fees for first month missed SLA B. a credit of 60% of monthly processing fees for second consecutive month missed SLA C. a credit of 70% of monthly processing fees for third consecutive month missed SLA D. a credit of 80% of monthly processing fees for fourth consecutive month missed SLA E. a credit of 90% of monthly processing fees for fifth consecutive month missed SLA F. a credit of 100% of monthly processing fees for six or more consecutive month missed SLA	R	0-10	10
3.3.2.9	Proponents are to describe back up services that would be used in the event that the usual telecommunications links or central processing are not available.	R	0-10	5
3.3.2.10 M	Proponent must comply with all Payment Card Industry Data Security Standard (PCI DSS) specifications with regards to the processing, transmission, and storage of credit card transaction data-Please describe in detail	M		
3.3.2.11 M	Proponent must provide end to end SSL encryption for credit card data - Please describe in detail	M		
3.3.2.12 M	Proponent credit card processing facilities must reside within Canada	M		
3.3.2.13	Proponent should employ firewalls and be able to set access rules with CMHC - Please describe in detail	R	0-10	10
	3.3.3 General Requirements			
3.3.3.1	Proponent's system should be available 7 days per week 24 hours a day including all statutory holidays - Please describe	R	0-10	10

3.3.3.2	Proponent should provide a toll free problem resolution number -7 days per week 24 hours a day including all statutory holidays - Please describe	R	0-10	10
3.3.3.3	Proponent should provide a WEB portal to view and export transaction files - 7 days per week 24 hours a day including all statutory holidays - Please describe	R	0-10	7
3.3.3.4	Proponent's WEB portal should be able to allow inquires for Capacity transaction by transaction date or amount, card type, card number or merchant ID - Please describe	R	0-10	7
3.3.3.5	Proponent's WEB portal should be able to allow inquires for processing fees- Please describe	R	0-10	7
3.3.3.6	Proponent's WEB portal should be able to allow for run established and customizable reports – to view on line and to export - Please describe	R	0-10	7
3.3.3.7	Proponent should invoice CMHC for service fees, and allow 45 days for payment - Please describe	R	0-10	7
3.3.3.8	Proponents should be able to send email notification to multiple contacts at CMHC if an outage occurs and the Proponent cannot process credit cards for more than one hour.	R	0-10	7
	3.3.4 Implementation			
3.3.4.1 M	Proponents must provide testing software/platform when the winner is declared	M		
3.3.4.2	Proponents are to briefly describe the implementation plan should their product be chosen	R	0-10	7
3.3.4.3	Proponents should be able to implement a new solution within 12 weeks	R	0-10	20
3.3.4.4	Proponents should be able to have a test system in which all error conditions for credit card processing can be tested, i.e., CMHC should be able to test a rejected credit card for a variety of reasons.	R	0-10	20
3.3.4.5	Proponents to describe if a designated project manager (PPM) or an overall project supervisor will be assigned during the implementation	R	0-10	5
3.3.4.6	Proponents may be asked to demonstrate their products to the evaluation team – should this step not be necessary these points will be removed from the overall available points.	R	0-10	20
	3.3.5 Qualifications			
3.3.5.1	Proponent should describe the number of years they have been providing credit card payment processing	R	0-10	5
3.3.5.2	Proponent should describe the number of years their tokenized software has been available	R	0-10	5
3.3.5.3	Proponent should describe the stability, reliability and performance of their tokenized software	R	0-10	5
3.3.5.4	Proponent should describe the operator and user interface of their tokenized software – how easy is it to use	R	0-10	5
3.3.5.5	Proponent should describe the maintainability of their tokenized	R	0-10	5

	software. How are upgrades to the proponent`s software implemented and communicated to CMHC – Please describe in detail			
3.3.5.6	Does Proponent provide quality user guides for the application developers – Please describe	R	0-10	5
3.3.5.7	Proponents should provide three references of similar size and scope to CMHC requirements, , one should be another government operation	R	0-10	10
	3.3.6 Pricing			
3.3.6.1	Proponent are to provide pricing break down as per the attached spreadsheet –	M		

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

Proposal responses are to be organized and submitted in accordance with the instructions in this section. Responses should be organized into the following Response Item sections.

Response Item

- # Item
- 4.3 Covering Letter
- 4.4 Table of Contents
- 4.5 Executive Summary
- 4.6 Proponent`s Qualifications
- 4.7 Response to Statement of Requirements
- 4.8 Project Management Plan
- 4.9 Financial Information
- 4.10 Other Information
- 4.11 Pricing Proposal

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements.

4.3 Covering Letter

A covering letter on the proponent`s letterhead shall be submitted and include the following:

- (a) A description of the company or joint venture/consortium.

- (b) The names of the principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

The proponent shall include a table of contents using the response item headings and numbering system identified in this section of the RFP. The response should be paginated for easy referencing by the evaluation committee.

4.5 Executive Summary

The proponent's proposal should include an executive summary highlighting the following:

- (a) A summary of the proponent's proposal, including key features of the proposal, features that make the proposal superior, innovations or cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet the need of CMHC.

4.6 Proponent's Qualifications

Mandatory

The proponent's proposal should include information about the proponent's qualifications as follows:

- (a) A description of the firm, its age, organization, number of full-time employees and service specialization.
- (b) Resumés for all project personnel, including subcontractors, if any.
- (c) References: A list of all contracts of a similar size and scope which the proponent currently holds or has held over the past 24 months. For each contract, the following information: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (d) Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.7 Response to Statement of Requirements

Mandatory

In this section, the proponent should provide detailed information relative to the specifications listed in Section 3, The Statement of Requirements.

Proponents must provide a detailed point by point response to each section of the Statement of Requirements. Responses must clearly indicate Compliance or Non-Compliance with each applicable section and provide a statement which justifies their compliance, and give a reference to attached supporting documentation. Response such as "Understood" or "Read and Understood" to Mandatory requirements are unacceptable and will be deemed to be a non-compliant response. A numbering scheme for responses must match the numbering scheme in the statement of work.

4.8 Project Management Plan

The proponent shall describe its project management plan including;

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponent shall describe and explain
 - its interface points with CMHC
 - all interface mechanisms, and
 - how interface issues and difficulties will be resolved.

4.9 Financial Information

Mandatory

4.9.1 Credit Check

Sole proprietorships and partnerships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required.

4.9.2 Financial

CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Should the proponent be selected as the lead proponent following the RFP evaluation process, CMHC will request the necessary financial statements to confirm the financial capacity of the proponent. At that time, the Lead Proponent(s) must provide to CMHC the following information, as appropriate upon 72 hours of CMHC's request:

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a

signed review engagement report for each year. A complete set of financial statements consists of all the following items:

1. Auditor's Report (or Review Engagement Report),
2. Balance Sheet,
3. Income Statement,
4. Cash Flow Statement,
5. The Notes to the Financial Statements, and

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for partnerships or corporations. For partnerships of individuals (as opposed to partnerships of corporations), each individual must provide written permission for CMHC to perform a credit check on them as individuals.

4.10 Other

The Proponent may provide other relevant information here, but is not obligated to.

4.11 Pricing Proposal

Mandatory

The proponent must provide a response relative to the pricing of its proposed solution.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

The GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor and will be paid by CMHC to the Vendor to submit.

The proponent must submit a fixed (firm) price. In addition, the proponent must submit pricing information that indicates how the fixed price was calculated:

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead proponent and finalize and sign a contract.

The lowest cost or any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all proponents. Therefore, no proponent shall have any cause of action against CMHC arising out of a failure to award a contract, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.2 Limitation of Damages

The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" lists all the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B". Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

A proposal must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation.

Each compliant proposal that meets the minimum upset scores in each category shall then be evaluated using the “greatest benefit per dollar” evaluation process. The overall score will be divided by their proposal price in order to arrive at a “greatest benefit per dollar” score. The proponent with the highest score will be named the lead proponent.

5.5 Financial Evaluation

CMHC will carry out a credit check and/or a financial capacity on the lead proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent may not enter into contract discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent as per Section 4.9 of this RFP.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead proponent’s proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC’s requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6

Attached in Section 6.3 is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

SUBMISSION OF A PROPOSAL CONSTITUTES ACKNOWLEDGEMENT THAT THE PROPONENT HAS READ AND, UNLESS OTHERWISE STATED IN THE PROPONENT'S PROPOSAL (INCLUDING A DECLARATION IN THE ATTACHED DRAFT CONTRACT OF ANY POTENTIAL CONFLICTS OF INTEREST), AGREES TO BE BOUND BY THE TERMS AND CONDITIONS IN THE DRAFT CONTRACT IN SECTION 6.3 IN THE EVENT THAT THE PROPONENT IS SELECTED BY CMHC TO ENTER INTO A CONTRACT AGREEMENT.

For the purposes of this section the term "Contractor" refers to the successful proponent with whom CMHC enters into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled mandatory must be accepted by the proponent without alteration.

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

PROPOSED CONTRACT

CMHC FILE No. 201302157

THIS AGREEMENT made this ____ day of _____, 2013.

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7

(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")

WITNESSES THAT in consideration of the respective covenants and agreements hereinafter contained, CMHC and the Contractor mutually covenant and agree as follows:

Article 1.0 - The Work

- 1.1** The Contractor covenants and agrees to provide _____
- 1.2** A Telecommunication link and back up link will be set up in the Telecommunications room at the CMHC head office in Ottawa, Ontario, 700 Montreal rd, K1A 0P7.

Article 2.0 - Term of the Agreement

- 2.1** This agreement shall be for a period of 3 years commencing on _____ and ending on _____.
- 2.2** Notwithstanding article 2.1 above, CMHC shall conduct on an annual basis, an assessment of the Contractor's work performed for the past year and based on this assessment, at no less than sixty (60) days prior to each year's anniversary date of signing the agreement, CMHC will advise the Contractor in writing of their decision to continue or terminate the Agreement.

Article 3.0 - Financial

- 3.1** In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding this however, CMHC's total financial liability under the terms and conditions of the agreement shall not exceed \$ _____ for the first year of the Agreement. Proponents' pricing provided to CMHC in their submission, will form part of the Agreement and must be fixed for initial term of the Agreement. Price increases may be negotiated for each successive renewal term.
- 3.2** The amount payable to the Contractor by CMHC pursuant to article 3.1 is exclusive of all taxes, assessments, duties or other levies that may be payable under this Agreement to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Contractor in addition to the amount payable pursuant to article 3.1 unless specifically agreed to between the Contractor and CMHC.
- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the consideration due and shown as a separate item on an invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Agreement. The Contractor shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Contractor from CMHC pursuant to this Agreement.

Contracting party to choose version I or version II when contracting for services with a non-resident of Canada.

Version I

Any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

Version II

Notwithstanding article 3.2 above, any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall

-
- (i) make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency; and
 - (ii) record as a credit note the additional amounts to the Contractor so that the net amount received by the Contractor after such withholdings will not be less than the amount the Contractor would have received had such withholding taxes not been withheld.

3.4 Invoicing - The Contractor must allow 45 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the service or delivery of the goods.

3.5 Audit - The Contractor shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any renewals thereof. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein

The Contractor agrees to provide the CMHC's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however the CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and not to break confidentiality.

3.6 All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number 201302157** and be forwarded to CMHC at the following address:

**Canada Mortgage and Housing Corporation
Attention: ITD Procurement
Building C
Floor 3
700 Montreal Road
Ottawa, Ontario
K1A 0P7**

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate this Agreement for any reason with no penalty by giving thirty (30) days written notice, at any time during the Agreement period.

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and, if this Agreement is terminated prior to the expiry of the term, the Contractor shall nevertheless

complete or arrange for the completion of any and all work in process at the time of termination.

4.2 Contract Administrator

CMHC has assigned an Agreement administrator to oversee the contract (see article 5.1). The Contractor shall be expected to name a counterpart representative. The Contractor's representative will be responsible for providing scheduled status reports to the Agreement administrator or a designate.

4.3 Agreement Renewal

This Agreement may be renewed, at the sole discretion of CMHC, for 2 additional one year periods, not to exceed a cumulative total of 5 years and not to exceed a total dollar value of \$ _____, including the initial term. At its discretion, CMHC shall within thirty (30) days prior to Agreement termination, inform the Contractor in writing of CMHC's wish to either extend or terminate the Agreement.

4.4 Assignment of the Contract

Mandatory

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which consent may be withheld by CMHC for any reason. It is understood and agreed that the Contractor may engage other entities to assist the Contractor in providing any of the Services, provided that the Contractor shall at all times remain responsible for the provision and quality of the Services in a manner which fully recognizes and respects the confidential nature of the Services. The Contractor undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of CMHC. No assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.5 Contractor's Indemnification

The Contractor agrees to indemnify CMHC, and its officers for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement, provided such loss, damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of CMHC or its officers or employees, and whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor.

4.6 Liquidated Damages

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

4.7 Termination for Default of Contractor

Notwithstanding anything to the contrary in this Agreement, CMHC may, by giving 10 days prior written notice to the Contractor, terminate this Agreement without charge with respect to all or any part of the Agreement for any of the following reasons:

- a) The Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (i) cures such breach and (ii) indemnifies for any resulting damage or loss;
- b) The Contractor commits numerous breaches of its duties under this Agreement that collectively constitutes a material breach;
- c) A change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement;
- d) The Contractor commits fraud or gross misconduct; or
- e) The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or out of termination, payment will be made within forty-five (45) days of the date of the invoice from CMHC to the Contractor for the value of all finished work delivered and accepted by CMHC, such value to be determined in accordance with the rate (s) specified in the Agreement.

4.8 Procedures on Termination

Commencing six (6) months prior to expiration of this Agreement or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide to CMHC, the reasonable termination /expiration assistance requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

4.9 Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, or is in default in any other manner under the Agreement, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to this Agreement, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.10 Force Majeure

In the event that the Contractor is prevented from fulfilling its obligations under the terms of this Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Contractor shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control.

The Contractor shall take all reasonable means to resume fulfillment of its obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

4.11 Compliance With Laws

The Contractor shall give all the notices and obtain all the licenses and permits required to perform the work. The Contractor shall comply with all the laws applicable to the work or the performance of the Agreement.

4.12 Provincial Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.13 Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this Agreement. It and its employees, officers and agents are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees and agents. The Contractor shall prepare and process the

payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and payroll deductions required in respect of its employees. All personnel shall, at all times, and for all purposes, be solely in the employment of the Contractor.

4.14 Contractor's Authority

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

4.15 Corporation Identification

It is agreed that the Contractor will make no use whatsoever of CMHC's name, logo or initials without the express written consent of CMHC

4.16 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

4.17 Non-Disclosure of CMHC Information

Mandatory

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Agreement, however obtained. Without limiting the generality of the foregoing, CMHC Information includes financial information such as credit card information as well as any personal information and CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, subcontractor, reseller, agent or any other person engaged to perform the Work under the Agreement.

The Contractor acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control of all times.

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Work under the Agreement.

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

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

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

4.18 Confidentiality

Mandatory

- a) The Contractor agrees that all records and information obtained by the Contractor on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation or provincial law.
- b) The Contractor or its servants or agents will treat as confidential during, as well as after completion of, the Agreement, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.
- c) The Contractor shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the work, in a form prescribed by CMHC.
- d) Any documents provided to the Contractor in the performance of the work described herein shall be returned, uncopied to CMHC or destroyed by the Contractor within 6 months of the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

4.19 House of Commons

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising there from.

4.20 Binding

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

4.21 Scope of Agreement

This Agreement contains all of the Agreement of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out herein or attached as Specifications, Conditions and Addendum. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by CMHC to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

4.23 Conflict of Interest

Mandatory

- a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

- d) 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 (2006) in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

4.24 Approval of Work

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the work was performed to the satisfaction of CMHC. The method of approving the work done will be in writing through electronic courier, fax or traditional mail as described in section 5.0 herein.

In the event the work is not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Contractor's default, including, without limitation, the following:

- a) direct Contractor to redo the work or part of the section which was not completed to CMHC's satisfaction;
- b) withhold payment due or accrued due to the Contractor for services rendered pursuant to this Agreement;
- c) set off any expenses incurred by CMHC in remedying the default or failures of Contractor against payment for payment due or accrued due to the Contractor;
- d) terminate this Agreement for default and /or seek indemnification from the Contractor for losses suffered by CMHC as a result of such default.

4.25 Insurance

- a) The Contractor will provide and maintain Commercial General Liability insurance for a limit of \$2,000,000 per occurrence for bodily injury, or damage to property including loss of use of such property. This policy shall include the following extensions:
 - i) cross liability including severability of interest clause
 - ii) personal injury
 - iii) worldwide territory
 - iv) property damage and completed operations
 - v) blanket contractual liability
 - vi) Canada Mortgage and Housing Corporation to be added as additional insured
 - vii) Non-owned automobile
 - viii) employer's liability (or confirmation that all employees are covered by WSIB)
 - ix) contractor's liability to include operations of independent contractors (if not provided then each subcontractor must provide a Certificate of Insurance confirming that they have liability insurance as detailed in the RFP)

-
- x) 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7

 - b) Fidelity Bond Insurance the Contractor shall carry a fidelity bond (crime insurance) evidencing a third party extension citing CMHC as a beneficiary with respect to services performed under the contract. Insurance is to include worldwide territory and a third party extension for a limit of not less than \$50,000

 - c) The Contractor will provide and maintain Technology Errors & Omissions Liability including Network, Cyber, Data & Privacy Liability insurance with a limit of not less than \$5,000,000. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to including worldwide territory, business interruption and Contractor's employees and Contractor's contract employees (if applicable) as named insured. The Contractor shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this Agreement.

 - d) The Contractor will provide a Certificate of Insurance at least 5 days prior to the Agreement commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada. Upon receipt of the Certificate of Insurance CMHC reserves the right to request a Certified copy of the contractors policy for review.

If there are material changes in the scope of Services provided under this Agreement, CMHC may, via the Service Level Change Procedures, request changes to the minimum insurance coverage's set out above

All insurance policies required to be maintained by Contractor pursuant to this Article 4.25 shall be primary with respect to this Agreement.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance and referred to under this Article 4.25. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Article 4.25 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Article 4.25.

A Certificate of Insurance meeting the above requirements and stating any pertinent exclusion's contained in the policies shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Article 4.4, the Contractor agrees that is shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance with an insurer licensed to do business in Canada against such risks and in such

amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

4.26 Ownership

- a) The quarterly reports and any other reports prepared exclusively for CMHC shall remain the property of CMHC and all copyrights thereto are the property of CMHC and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.
- b) Any and all other information relating to CMHC and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of CMHC and shall not be used in any way or disclosed to anyone without the prior written consent CMHC.

4.27 Access to CMHC Property

CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel in cases of emergencies. CMHC also will have the right at any time to remove from and/or refuse entry to the work site any incompetent or intemperate employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

4.28 Suspension of Work and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the work in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the work, the contract price shall be adjusted accordingly provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.29 Extras

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

4.30 Closure of CMHC Offices

- a) Where services are being provided by the Contractor pursuant to this Agreement on CMHC premises and the premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, and where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, payment to the contractor hereunder may be suspended or modified. Payment will be suspended in full after 48 hours written notice unless the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations. Based on such evidence and the extent to which the Contractor is able to mitigate, CMHC may continue payment in full (subject to clause (b) below), or at a reduced amount, or suspend payment completely.
- b) Notwithstanding clause (a) above, if closure is continued beyond one calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the services to continue.

Article 5.0 - Contract Administration

- 5.1** The Contractor shall be notified in writing by CMHC's contract administrator, of the names of CMHC representatives authorized, from time to time, to assign jobs and approve payments with respect to the work carried out under this contract.
- 5.2** Changes and/or additions to the terms and conditions of this Agreement shall be transmitted either by fax, e-mail or postal service to the party's authorized representative as follows:

for CMHC;

**Canada Mortgage and Housing Corporation
700 Montreal Road
Ottawa, Ontario, K1A 0P7
Bill Finnagan
Phone: (613)748-2518 Fax: (613)748-2029
e-mail: bfinnaga@cmhc.ca**

for Contractor; _____

Phone: () _____ **Fax:** () _____
E-mail: _____

Article 6.0 - Agreement Documents

6.1 The Agreement documents consist of the following:

- a) This form of Agreement as executed _____;
- b) CMHC's Request for Proposal dated _____;
- c) The Contractor's submitted Proposal dated _____;
- d) The Contractor/s Reference material from the Proposal ; and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 The contract documents are complementary and what is called for in any one shall be binding as if called for by all. The contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the contract documents shall have precedence among themselves in the order as listed above.

IN WITNESS WHEREOF this Agreement has been signed by the Parties hereto by their duly authorized signing officers.

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

SCHEDULE "A"

7 SECTION 7 APPENDICES

7.1 APPENDIX "A" - Certificate of Submission

MANDATORY

_____ hereby:
Company Name Procurement Business Number (PBN)

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal for a period (120 days) as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. agrees and understand that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.
- XII. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XIII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIV. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XV. 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 deemed appropriate;

Signed this _____ day of _____, 2013 at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

7.2 APPENDIX “B” Evaluation Table

		M/R	Maximum Points Available	Minimum Upset Score	Weights
	3.3.1 Description				
3.3.1.2	Tokenized transactions: All transactions must be authorized by Proponent’s system and the authorization code sent to CMHC to be captured in the SAP system to approve the delivery of the product purchased. NO credit card information is provided to CMHC except for the Authorization code.	M			
3.3.1.3	Proponent must guarantee in writing to CMHC that any and all credit card information accessed, in any format including electronic data, directly or indirectly, by the Proponent under any resulting agreement must at all time remain and be stored within Canada.	M			
3.3.1.4	Authorization step completed by Proponent. – NO third party vendor is to be used to complete the authorization. Proponents are to describe the authorization step in detail	M			
3.3.1.5	Proponent must be able to separate the Authorization and Capture amount process in two steps. The capture amount must be initiated by CMHC when CMHC ships the product to customer.	M			
3.3.1.6	Proponent must be able to process transaction for Visa, MasterCard, and American Express – Please describe	M			
3.3.1.7	Proponent should be able to process transactions using Card Security Verification process, such as - CVV2 for Visa, CVC2 for MC, CID for AMEX – Please describe	M			
3.3.1.8	Proponent should supply a Java Application Program Interface (API)	R	100		10

3.3.1.9	Proponent should be able to transfer funds from the settlements electronically to the CMHC main Bank account – Please describe	R	150		15
3.3.1.10	Proponent should be able to transfer funds to the CMHC main Bank account from the settlements within 12 hours of settlement processing time – Please describe	R	100		10
3.3.1.11	Proponent should be able to electronically refund funds – Please describe	R	100		10
3.3.1.12	Proponent should be able to electronically void any transaction – Please describe	R	100		10
3.3.1.13	Proponent should be able to decline any transaction and send notification to CMHC – Please describe	R	100		10
3.3.1.14	Proponent should be able to provide rejection detail for any non-authorized transaction– Please describe	R	100		10
3.3.1.15	Proponent should be able to provide a response time to any transaction in less than 5 seconds– Please describe	R	150		15
	Total Section 3.3.1		900	540	
	3.3.2 Telecommunications & Security				
3.3.2.1	Proponent should be able to extend their network to CMHC head office at 700 Montreal rd – Please describe	R	100		10
3.3.2.2	Proponent should be able to provide telecommunications terminating equipment – using Ethernet RJ45 100BaseT port – Please describe	R	100		10
3.3.2.3	Proponent should be able to transmit data using IPv4 – Please describe	R	100		10
3.3.2.4	Proponent should be able to provide a secondary telecommunication line to be used if primary communications link fails – Please describe back up contingencies	R	100		10
3.3.2.5	Proponent should be able to provide Hot standby telecommunications terminating	R	50		5

	equipment – Please describe				
3.3.2.6	Proponent should be able to process transactions from two different data centers – Please describe	R	50		5
3.3.2.7	Proponents should be able to commit to 99.99 % Network connectivity availability and processing based on 43,200 minutes a month excluding maintenance windows.	R	100		10
3.3.2.8	Proponents should offer the following credits missed Service Level Agreement (SLA) described in requirement 3.3.2.7 A. a credit of 50% of monthly processing fees for first month missed SLA B. a credit of 60% of monthly processing fees for second consecutive month missed SLA C. a credit of 70% of monthly processing fees for third consecutive month missed SLA D. a credit of 80% of monthly processing fees for fourth consecutive month missed SLA E. a credit of 90% of monthly processing fees for fifth consecutive month missed SLA a credit of 100% of monthly processing fees for six or more consecutive month missed SLA	R	100		10
3.3.2.9	Proponents are to describe back up services that would be used in the event that the usual telecommunications links or central processing are not available.	R	50		5
3.3.2.10	Proponent must comply with all Payment Card Industry Data Security Standard (PCI DSS) specifications with regards to the processing, transmission, and storage of credit card transaction data- Please describe in detail	M			

3.3.2.11	Proponent must provide end to end SSL encryption for credit card data - Please describe in detail	M			
3.3.2.12	Proponent credit card processing facilities must reside within Canada	M			
3.3.2.13	Proponent should employ firewalls and be able to set access rules with CMHC - Please describe in detail	R	100		10
Total Section 3.3.2			850	510	
3.3.3 General Requirements					
3.3.3.1	Proponent's system should be available 7 days per week 24 hours a day including all statutory holidays - Please describe	R	100		10
3.3.3.2	Proponent should provide a toll free problem resolution number -7 days per week 24 hours a day including all statutory holidays - Please describe	R	100		10
3.3.3.3	Proponent should provide a WEB portal to view and export transaction files - 7 days per week 24 hours a day including all statutory holidays - Please describe	R	70		7
3.3.3.4	Proponent's WEB portal should be able to allow inquires for Capacity transaction by transaction date or amount, card type, card number or merchant ID - Please describe	R	70		7
3.3.3.5	Proponent's WEB portal should be able to allow inquires for processing fees- Please describe	R	70		7
3.3.3.6	Proponent's WEB portal should be able to allow for run established and customizable reports – to view on line and to export - Please describe	R	70		7
3.3.3.7	Proponent should invoice CMHC for service fees, and allow 45 days for payment - Please describe	R	70		7
3.3.3.8	Proponents should be able to send email notification to multiple contacts at CMHC if an outage occurs and the Proponent cannot process credit cards for more than one hour.	R	70		7

	Total Section 3.3.3		620	310	
	3.3.4 Implementation				
3.3.4.1	Proponents must provide testing software/platform when the winner is declared	M			
3.3.4.2	Proponents are to briefly describe the implementation plan should their product be chosen	R	70		7
3.3.4.3	Proponents should be able to implement a new solution within 12 weeks	R	200		20
3.3.4.4	Proponents should be able to have a test system in which all error conditions for credit card processing can be tested, i.e., CMHC should be able to test a rejected credit card for a variety of reasons.	R	200		20
3.3.4.5	Proponents to describe if a designated project manager (PPM) or an overall project supervisor will be assigned during the implementation	R	50		5
3.3.4.6	Proponents may be asked to demonstrate their products to the evaluation team – should this step not be necessary these points will be removed from the overall available points.	R	200		20
	Total Section 3.3.4		720	360	
	3.3.5 Qualifications				
3.3.5.1	Proponent should describe the number of years they have been providing credit card payment processing	R	50		5
3.3.5.2	Proponent should describe the number of years their tokenized software has been available	R	50		5
3.3.5.3	Proponent should describe the stability, reliability and performance of their tokenized software	R	50		5
3.3.5.4	Proponent should describe the operator and user interface of their tokenized software – how easy is it to use	R	50		5

3.3.5.5	Proponent should describe the maintainability of their tokenized software. How are upgrades to the proponent's software implemented and communicated to CMHC – Please describe in detail	R	50		5
3.3.5.6	Does Proponent provide quality user guides for the application developers – Please describe	R	50		5
3.3.5.7	Proponents should provide three references of similar size and scope to CMHC requirements, one should be another government operation	R	100		10
	Total Section 3.3.5		400		
	3.3.6 Pricing				
3.3.6.1	Proponent are to provide pricing break down as per the attached spreadsheet –	M			
	Grand Total technical		3490		
4.11	Pricing Proposal - Venders total Price				
	Benefit Per Dollar				

A proposal must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation

7.3 APPENDIX “C” - Mandatory Compliance Checklist

- | | | |
|--------------------------|--|---------------------------------------|
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Tokenized transaction | Section 3.3.1.2 |
| <input type="checkbox"/> | Information Remains in Canada | Section 3.3.1.3 |
| <input type="checkbox"/> | NO third party vendor | Section 3.3.1.4 |
| <input type="checkbox"/> | Two step Authorization and Capture | Section 3.3.1.5 |
| <input type="checkbox"/> | Visa, MasterCard, and American Express | Section 3.3.1.6 |
| <input type="checkbox"/> | Card Security Verification | Section 3.3.1.7 |
| <input type="checkbox"/> | Comply with all (PCI DSS) | Section 3.3.2.10 |
| <input type="checkbox"/> | End to end SSL encryption | Section 3.3.2.11 |
| <input type="checkbox"/> | Processing must reside within Canada | Section 3.3.2.12 |
| <input type="checkbox"/> | Testing software/platform | Section 3.3.4.1 |
| <input type="checkbox"/> | Proponent pricing | Section 3.3.6.1 |
| <input type="checkbox"/> | Proponent’s Qualifications | Section 4.6 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> | Financial Information | Section 4.9 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.11 |
| <input type="checkbox"/> | Proposed Contract | Section 6 |
| <input type="checkbox"/> | 7.1 Certificate of Submission | (Section 7 Appendices,
Appendix A) |