



REQUEST FOR PROPOSAL

FOR

Subscription Agent Services – Canadian Housing Information Centre

Date issued: *6 August 2013*

Solicitation File #: 201302193

Solicitation Closes: 20 August 2013
Originating Department: Canadian
Housing Information Centre

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Canada



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

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of procuring subscription agent services for its library, the Canadian Housing Information Centre. More detailed specifications can be found in Section 3.0 “Statement of Work”.

This Contract shall be for a period of two (2) years commencing November 1, 2013. It is anticipated that the value of this contract will range from approximately \$88,000 per year inclusive of all applicable taxes.

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 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
<i>August 6, 2013</i>	Request for Proposal issued
August 13, 2013	Submission of Questions Deadline
August 20, 2013	Submission of Proposals Deadline
August 20-27, 2013	Evaluation and Selection of lead proponent
August 2013	Finalize contract with lead proponent
August 2013	Contract award
August 2013	Announcement of successful proponent
As requested	Debriefing to unsuccessful proponents

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 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 #201302193* 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, proponents 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

1.8 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 this 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 # 201302193

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 an openable version 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 (EDT), on August 20, 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:

Patricia Howse, Procurement Advisor
Contact fax number: (613) 748-2998
Contact e-mail address: *phowse@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 , 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 , 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 60 days following the closing date or until such time as a contract is signed.

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 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 (2012) 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 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.

2.20 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.

2.21 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 the Contract, 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 Contractor, any subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

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 at 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 Contract.

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.

3 SECTION 3 STATEMENT OF WORK

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 Work 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 Work are clearly identified in Section 4 - Proposal Requirement.

The Mandatory Compliance Checklist is located at Appendix C .

3.3 Statement of Work

Canada Mortgage and Housing Corporation seeks to hire a subscription agent service to provide a requirement consisting of an annual list of subscriptions (Appendix D) required by its library, the Canadian Housing Information Centre, (CHIC) in addition to the following services:

3.3.1 Title Management

- Title ordering;
- Registration and activation of subscriptions;
- Subscription renewals and/or cancellations and/or changes;
- Transition and back content management;
- A title claiming service for missing and damaged issues;
- A title administration website where CHIC staff can retrieve bibliographic records and publication information for Canadian and international titles.

In carrying out the contract:

- The successful proponent must provide timely notification of the renewal of subscriptions in the form of an annual renewal list to CMHC.
- The successful proponent must allow for the addition or deletion of titles. Any variances exceeding 10% of the originally competed Requirement will be treated as a new requirement.
- The successful proponent must accept deletions, subject to terms and conditions, at the time the annual renewal lists are submitted.
- The successful proponent must provide a website that is available 24 hours/day and 7 days/week to ensure uninterrupted access to subscriptions, save for maintenance, which

must represent less than one percent(1%) downtime as averaged over the period of one year. The website must display title access details for clients.

- The successful proponent must supply access to a secure website to manage subscriptions and retrieve bibliographic and publication data for Canadian and international periodicals.

The website must feature:

1. Details about periodicals including title, frequency, format, publisher, ISSN, MARC record information, volume/issue, cost, licensing, indexing, and availability.
2. Capability to search for periodicals by title or ISSN.
3. Capability to claim missing issues.
4. Capability to generate customized reports to assist authorized users in the administration of the periodical collection; ex., title list, claim history, or serials changes and updates.
5. Access to the site 24 hours/day and 7 days/week. Each Authorized User's must receive a unique username/password

3.3.2 Delivery of titles

- A secure website for access to electronic titles;
- URL monitoring/management;
- Timely delivery of materials and documentation in physical form;
- Delivery address management tools which include facilities for the management of both Internet (IP) address ranges and postal addresses.

In carrying out the contract:

- The successful proponent must be able to provide at least 95% of the Licensed Materials for the duration of the contract. "Licensed Material" means all data, journals, publications and related documentation produced or existing in electronic form, physical form or both. "Documentation means all of the manuals, handbooks, user guides and other human-readable material to be provided by the successful proponent to CMHC for use with the licensed material whether that material is to be provided in printed form or on media. The successful proponent must order and pay the publisher, and claim on behalf of CMHC any missed issues of the titles listed.
- The successful proponent must facilitate access to the resources listed in the requirement.
- The successful proponent must provide registration instructions for electronic journals and supply durable URLs.
- The successful proponent must provide an IP authenticated web-based locator tool that provides a single access point to all electronic information resources subscribed to by the Canadian Housing Information Centre. This is to include the electronic content managed by the proponent, in addition to electronic content available to the Centre's clients through these additional sources: Full text collections from any publisher; Full text databases; Full text electronic journals, individual titles; Print only journals; Open Access linking to titles to which the Centre does not subscribe; and Free Internet titles.

- The successful proponent's website must support full text content, if the successful proponent cannot host full text content on the site, they must supply a link from this site out to where patrons can retrieve full text content

3.3.3 Invoicing and payment

- Title level invoicing;
- Verification of publisher invoices for accuracy;
- Re-imbursement claims to publishers for discontinuations and delays;
- Payment or pre-payment of publishers.

In carrying out the contract:

- The successful proponent must provide CMHC with an annual consolidated statement that shows: title, number of copies, format, ISSN, frequency, volume/issue, start/expiry date, publisher, price, and exchange rate. Payment shall be done in accordance with the Manner of Payment as stipulated in Schedule B of the contract.
- The successful proponent must allow for a variance of the value of the contract not exceeding 10% (+/-) of the requirement as warranted by operational requirements.

3.3.4 Client Service

The successful proponent:

1. Must be capable of customer service support to CMHC in the form of a single point of contact to handle all orders, claims, and queries. It must be available by telephone and email. All inquiries must be addressed within 3 business days.
 2. Must be able to provide continuity of service for each renewal year of the contract.
- The successful proponent must provide technical support for all aspects of the online components of the contract by telephone and email within 3 business days of the initial inquiry.

3.3.5 Strategic Information

- Management reports including but not limited to duplications, renewals, annual costs, usage tracking;
- Cost per title analysis;
- Up-to-date maintenance of publisher offerings.

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	Proponent's Qualifications
4.5	Response to Statement of Work
4.6	Financial Information
4.7	System Compatibility
4.8	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 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. The firm must have a minimum of 3 years experience in providing services detailed in Section 3.3 above.
- (b) For the purpose of proof of service the proponent must provide the names of 3 clients for whom they have provided a web-based locator tool and title ordering, publisher payment, and title claiming service of similar scope. For each client, the following information must be provided: company or department 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.

- (c) 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?
- (d) The proponent must possess a process to obtain a refund or compensating payment in the event that a publisher ceases to operate, becomes insolvent, files a petition in bankruptcy, or is in receivership or default.

4.5 Response to Statement of Work

Mandatory

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

Detailed responses to the requirements should describe how the proposal meets each numbered requirement in Section 3.3 and the proponent is to structure its response using the same numbering as in the Section 3.3.

In addition the proponent should:

- describe any deficiencies (if any), and indicate how they are to be overcome
- describe the flexibility of the product/service where it is over and above the stated requirement

The proponent is encouraged to attach and refer to any supporting documentation which clearly and concisely describes its product/service capabilities.

4.5.1 System Compatibility

The Canadian Housing Information Centre uses the Symphony integrated library system produced by Sirsi/Dynix Inc. The proponent may provide relevant information here on how its systems are compatible with those of the Symphony integrated library system.

4.6 Financial Information

Mandatory

4.6.1 Credit Check

The proponent must provide a statement contained within their proposal giving permission for CMHC to perform a credit check as required.

4.7 Pricing Proposal

Mandatory

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

- The proponent is expected to clearly list the cost for each subscription (including any applicable service fee) listed in Appendix D of this RFP.
- The cost of the web-based locator tool.

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.

Each proposal shall then be evaluated using the “greatest score” evaluation process where the proponent with the highest score will be named the lead proponent.

5.5 Financial Evaluation

CMHC will carry out a credit check 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.

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. 201302193

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 subscription agent services for Canada Mortgage and Housing Corporation's Canadian Housing Information Centre (Detailed Scope of Work outlined in Schedule A).

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of two (2) years commencing on November 1, 2013 and ending on October 30, 2015.

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 term of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for the duration of the contract.

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 Contract 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 Contract. 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 Contract.

3.4 Invoicing - The Contractor must allow 30 days from delivery of invoice for payment without interest charges.

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 Corporation'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 Corporation 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 201102067** and be forwarded to CMHC at the following address:

Canada Mortgage and Housing Corporation
Name _____
Title _____
Room _____
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

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

Upon termination of this Contract or upon delivery of notice of intent to terminate this Contract, the Contractor shall promptly review all work in progress and, if this Contract 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 a contract 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 contract administrator or a designate.

4.3 Assignment of the Contract

Mandatory

The Contract 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 contract shall relieve the Contractor from any obligation under the Contract 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 Contract is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any contract or otherwise in law.

4.7 Termination for Default of Contractor

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

1. The Contractor commits a material breach of its duties under this contract, 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, (a) cures such breach and (b) indemnifies for any resulting damage or loss;

2. The Contractor commits numerous breaches of its duties under this contract that collectively constitutes a material breach;

3. 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 contract;

4. The Contractor commits fraud or gross misconduct; or

5. 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 contract or out of termination, payment will be made within thirty (30) 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 contract.

4.8 Procedures on Termination

Commencing upon any notice of termination or non-renewal of this contract, 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 Contract, 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 Contract, which moneys may be set off by the Corporation 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 contract.

4.12 Provincial Laws Governing Agreement

This contract 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 contract. 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

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 Contract, 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 Contractor, subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

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 person who have a need to know this information in order to perform the Work under the Contract.

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.

4.18 Confidentiality

Mandatory

Proposals: Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, CMHC is subject to the provisions of

the Access to Information Act ("the Act"). Information submitted by proponents or third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the Act.

Contracts: 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.

1. The Contractor or its servants or agents will treat as confidential during, as well as after completion of, the contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.

2. 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.

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

4.21 Scope of Agreement

This contract contains all of the agreements 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 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 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 (2012) in order to derive a direct benefit from any contract 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 Schedule A attached 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 Contract;
- 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 Contract for default and /or seek indemnification from the Contractor for losses suffered by CMHC as a result of such default.

4.27 Ownership

(a) The quarterly reports and any other reports prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation 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 the Corporation and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

4.28 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.

4.29 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.

4.30 Extras

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

4.31 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 contract 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**

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

for Contractor; _____

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

Article 6.0 - Contract Documents

6.1 The Contract 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 _____; 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"

TERMS OF REFERENCE

STATEMENT OF WORK

(Details will be added at contract negotiation)

SCHEDULE "B"

MANNER OF PAYMENT

If the Contractor is not in breach of any of its (his, her) obligations under this contract, the Contractor will be paid in accordance with the following schedule:

During the first contract year the Contractor will be paid in two instalments in order to consolidate CHIC's current periodical subscriptions under one subscription agent. Payment will be made upon receipt of invoices.

All payments will be made contingent upon the work being performed to the satisfaction of CMHC.

7 SECTION 7 APPENDICES

APPENDIX A

MANDATORY

7.1 Certificate of Submission

_____ 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 of 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. (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).
- XII. 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.
- XIII. 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.
- XIV. 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.

APPENDIX B

7.2 Evaluation Table

EVALUATION CRITERIA	A	B	C
	WEIGHT 100 Total	POINTS 1 to 10	SCORE AxB
<p>Proponent's Qualifications (4.4)</p> <p><i>a)</i> description of the firm, its organization, number of full-time employees and service specialization.</p> <p><i>b)</i> Proof of Service</p> <p><i>c)</i> Office Locations</p> <p><i>d)</i> Refund/Compensatory process</p>	15		
<p>Response to Statement of Work (4.5)</p> <p>Section 3.3.1 Title Management</p> <p>Section 3.3.2 Delivery of Titles</p> <p>Section 3.3.3 Invoicing and Payment</p> <p>Section 3.3.4 Client Service</p> <p>Section 3.3.5 Strategic Information</p> <ul style="list-style-type: none"> • describe any deficiencies (if any), and indicate how they are to be overcome • describe the flexibility of the product/service 	75		
<p>Pricing Proposal (4.8)</p> <p>The proponent submitting the lowest price proposal will receive the maximum 10 points on the standard CMHC evaluation scale of 1 to 10. Other proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.</p>	10		
TOTALS	100		

APPENDIX C

7.3 Mandatory Compliance Checklist

- Submission Deadline Section 2.3
- Offering Period Section 2.7
- Proponent's Qualifications Section 4.4
- Response to Statement of Work Section 4.5
- Financial Information Section 4.6
- Pricing Proposal Section 4.8
- Proposed Contract Section 6
- 7.1 Certificate of Submission
Appendix A)

APPENDIX D

7.4 List of Periodical Subscription Titles to be Acquired for the Canadian Housing Information Centre

Title Name	ISSN	Format	Quantity	Publisher Name
Abilities	0845-4469	Print	1	
Access by Design	0959-1591	Print	1	CTR FOR ACCESSIBLE ENVIRONMENT
Alternatives Journal : Canada's environmental voice	1205-7398	Print	1	ALTERNATIVES JRN/UNIV WATERLOO
American Economic Journal : Applied Economics	1945-7782	Print	1	AMERICAN ECONOMIC ASSN
American Economic Journal : Economic Policy	1945-7731	Print	1	AMERICAN ECONOMIC ASSN
American Economic Journal : Macroeconomics	1945-7707	Print	1	AMERICAN ECONOMIC ASSN
American Economic Journal : Microeconomics	1945-7669	Print	1	AMERICAN ECONOMIC ASSN
American Economic Review	0002-8282	Print	1	AMERICAN ECONOMIC ASSN
American Real Estate Society Membership		Membershi p	1	AMERICAN REAL ESTATE SOCIETY
American Real Estate Society Newsletter		Print	1	AMERICAN REAL ESTATE SOCIETY
APPRAISAL JOURNAL /INCORPS/ REAL ESTATE APPRAISER	0003-7087	Print	1	APPRAISAL INSTITUTE%SUBS DEPT
Architect	1935-7001	Print	1	HANLEY WOOD INC PUBL
Architectural Record - Mcgraw Hill	0003-858X	Print	1	MCGRAW HILL CONSTRUCTION
ASHRAE Journal	0001-2491	Print	1	ASHRAE PUBLICATIONS CUST SVC
Benefits and Pensions Monitor	1191-0763	Print	1	POWERSHIFT COMMUNICATIONS INC
Better Cities & Towns	2165-476X	Print	1	NEW URBAN PUBLICATIONS INC
BRE Connect (includes Digest, Information papers, Good building and repair guides)		Print	1	IHS RAPIDOC / BREBOOKSHOP
BRE Digest		Print	1	Building RESEARCH ESTABLISHMNT
Builder Magazine	0744-1193	Print	1	HANLEY WOOD INC PUBL
Building - CANADA	1185-3654	Print	2	BUSINESS INFORMATION GROUP
Building & Environment	0360-1323	Print	1	ELSEVIER
Built Environment	0263-7960	Print + Online	1	ALEXANDRINE PRESS
CA Magazine - English ed	0317-6878	Print	1	CNDN INST CHRTRD ACCNTS/6TH FL
Cahiers Techniques du Batiment	0241-6794	Print	1	GROUPE MONITEUR
Canadian Apartment Magazine	1712-140X	Print	1	MEDIAEDGE COMMUNICATIONS
Canadian Architect	0008-2872	Print + Online	1	BUSINESS INFORMATION GROUP

Canadian Employment Law Today	0843-090X	Print	1	CARSWELL
Canadian Homes & Cottages	1495-5709	Print	1	IN-HOME SHOWS
Canadian HR Reporter	0838-228X	Print + Online	2	CARSWELL
Canadian Human Rights Reporter	0226-2177	Print + Online	1	CANADIAN HUMAN RIGHTS REPORTER
Canadian Insurance Annual Review of Statistics		Print	1	ROGERS PUBLISHING LTD
Canadian Insurance Top Broker	1922-8406	Print	1	ROGERS PUBLISHING LTD
Canadian Journal of Urban Research	1188-3774	Print	1	UNIV OF WINNIPEG/INST URBAN
Canadian Property Management	0834-3357	Print	1	MEDIAEDGE COMMUNICATIONS
Canadian Property Valuation	1919-8264	Print	1	APPRAISAL INSTITUTE OF CANADA
Canadian Public Policy = Analyse de Politiques	0317-0861	Print	1	UNIV TORONTO PRESS JRNL DEPT
Canadian Real Estate Wealth		Print	1	KMI PUBLISHING & EVENTS LTD
Canadian Underwriter	0008-5251	Print	1	BUSINESS INFORMATION GROUP
Canadian Underwriter Statistical Issue	0317-1264	Print	1	BUSINESS INFORMATION GROUP
CFO	8756-7113	Print	1	CFO PUBLISHING CORP
Circuit : Magazine d Information sur la Langue et la Communication	0821-1876	Print + Online	1	OTTIAQ
Cities	0264-2751	Print	1	ELSEVIER
Collector - MN	0010-082X	Print	1	ACA INTERNATIONAL
Concrete Homes	1521-5547	Print	1	PUBLICATIONS & COMMUNICATIONS
Construction Canada	0228-8788	Print	1	KENILWORTH PUBLISHING INC
Construction Law Letter	0827-3480	Print	1	LEXISNEXIS CANADA INC
Construire	0833-0239	Print	1	ASSN DE LA CONSTRUCT AU QUEBEC
Current Law (comes with Cnd human rights reporter)		Online	1	CANADIAN HUMAN RIGHTS REPORTER
Custom Home	1055-3479	Print	1	HANLEY WOOD INC PUBL
Cyberskeptics Guide to Internet Research	1085-2417	Print	1	INFORMATION TODAY INC
Diagonal and Diago Flash	0338-0610	Print	1	MIN EQUIP SVC TECH URBANISME
Eco Home	1941-7470	Print	1	HANLEY WOOD INC PUBL
Ecohouse Canada	1920-6259	Print	1	JANAM PUBLICATIONS
ECONOMIST - PRINT + ONLINE - SINGLE USER /FOR CANADA/	0013-0613	Print + Online	2	ECONOMIST INTELLIGENCE UNIT
Elliott Wave Financial Forecast		Electronic Mail	1	ELLIOTT WAVE INTERNATIONAL
Energy and Buildings	0378-7788	Print	1	ELSEVIER BV
Energy Design Update	0741-3629	Print	1	WOLTERS KLUWER LAW & BUSINESS
ENVIRONMENTAL BUILDING NEWS - PRINT + ONLINE /FOR INDIVIDUALS/	1062-3957	Print + Online	1	BUILDINGGREEN INC
Euromoney	0014-2433	Print + Online	1	EUROMONEY INST INVESTOR PLC

Fine Homebuilding	1096-360X	Print	2	TAUNTON PRESS
Frapru Frappe Encore	0820-2656	Print	1	FRAPRU
Gestion : Revue Internationale de Gestion	0701-0028	Print	1	GESTION /H.E.C.
Good Building Guides		Print	1	BUILDING RESEARCH ESTABLISHMNT
Good Repair Guides		Print	1	IHS RAPIDOC / BREBOOKSHOP
Grants Interest Rate Observer	0748-8424	Print + Online	1	GRANTS INTEREST RATE OBSERVER
Green Building Magazine		Print	1	GREEN BUILDING PRESS
GreenSource : the Magazine of Sustainable Design	1930-9848	Print	1	MCGRAW HILL CONSTRUCTION
Habitat et Societe	1270-2749	Print	1	UNION SOCIALE POUR L HABITAT
Habitat International	0197-3975	Print	1	ELSEVIER
Heating Plumbing Air Conditioning	0017-9418	Print	1	BUSINESS INFORMATION GROUP
Home Builder Magazine	0840-4348	Print	2	WORK 4 PROJECTS LTD
Home Builder Outlook c-w US Housing Markets Flash Report		Print + Online	1	HANLEY WOOD MARKET INTELLIGENC
Home Energy	0896-9442	Print	1	HOME ENERGY
Home Power	1050-2416	Print	1	HOME POWER INC/ATTN S RYAN
House Builder	0951-1334	Print	1	HOUSE BUILDER MEDIA
Housing and Society	0888-2746	Membershi p Title	1	HOUSING EDUC & RESEARCH ASSN
Housing Care and Support	1460-8790	Print + Online	1	EMERALD GROUP PUBLISHING LTD
Housing Education and Research Association Membership		Membershi p	1	HOUSING EDUC & RESEARCH ASSN
Housing Finance International - HFI	2078-6328	Online	1	INTL UNION FOR HOUSING FINANCE
Housing Policy Debate - England	1051-1482	Print + Online	1	TAYLOR & FRANCIS GROUP
Housing Studies	0267-3037	Print + Online	1	TAYLOR & FRANCIS GROUP
Human Rights Digest - Canada (comes with Cnd Human rights reporter)		Online	1	CANADIAN HUMAN RIGHTS REPORTER
Indoor Air	0905-6947	Print	1	WILEY-BLACKWELL
Indoor Air Supplement	0908-5920	Print	1	WILEY-BLACKWELL
Indoor and Built Environment	1420-326X	Print + Online	1	SAGE PUBLICATIONS LTD
Information Papers - England		Print	1	IHS RAPIDOC / BREBOOKSHOP
Informed Librarian		Online	1	INFOSOURCES PUBLISHING
Inside FHA Lending	1947-9026	Print	1	INSIDE MORTGAGE FINANCE INC
Inside MBS & ABS	1092-423X	Print + Online	1	INSIDE MORTGAGE FINANCE INC
Inside Mortgage Finance	8756-0003	Print	2	INSIDE MORTGAGE FINANCE INC
Inside Nonconforming Markets	2160-8695	Print + Online	1	INSIDE MORTGAGE FINANCE INC
Insurance Marketer (comes with Canadian Underwriter)	0317-1272	Print	1	BUSINESS INFORMATION GROUP
International Financing Review	0953-	Print	1	REUTERS PROF PUBLISHING

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International Journal for Housing Science and Its Applications	0146-6518	Print	1	INTL JRN FOR HOUSING SCIENCE
International Journal of Housing Policy	1461-6718	Print + Online	1	TAYLOR & FRANCIS GROUP
International Journal of Urban and Regional Research	0309-1317	Print	1	WILEY-BLACKWELL
International Planning Studies	1356-3475	Print + Online	1	TAYLOR & FRANCIS GROUP
Journal of Architectural and Planning Research	0738-0895	Print	1	LOCKE SCIENCE PUBL CO INC
Journal of Building Physics	1744-2591	Print + Online	1	SAGE PUBLICATIONS LTD
Journal of Derivatives	1074-1240	Print + Online	1	INSTITUTIONAL INVESTOR INC
Journal of Economic Literature	0022-0515	Print	1	AMERICAN ECONOMIC ASSN
Journal of Economic Perspectives	0895-3309	Membershi p Title	1	AMERICAN ECONOMIC ASSN
Journal of Finance	0022-1082	Print + Online	1	WILEY-BLACKWELL
Journal of Fixed Income	1059-8596	Print + Online	1	INSTITUTIONAL INVESTOR INC
Journal of Forecasting	0277-6693	Print	1	JOHN WILEY & SONS LTD
Journal of Green Building	1943-4618	Online	1	COLLEGE PUBLISHING
Journal of Housing & Community Development	1534-648X	Print	2	NATL ASSN HOUSING REDEVELOPMNT
Journal of Housing and the Built Environment	1566-4910	Print + Online	1	SPRINGER SCIENCE BUS MEDIA BV
Journal of Housing Economics	1051-1377	Print	1	ELSEVIER
Journal of Housing for the Elderly	0276-3893	Print + Online	1	TAYLOR & FRANCIS GROUP
Journal of Housing Research	1052-7001	Print	1	AMERICAN REAL ESTATE SOCIETY
Journal of Light Construction	1056-828X	Print	2	HANLEY WOOD INC PUBL
Journal of Money Credit and Banking	0022-2879	Print + Online	1	WILEY-BLACKWELL
Journal of Real Estate Finance and Economics	0895-5638	Print + Online	1	SPRINGER SCIENCE BUS MEDIA BV
Journal of Real Estate Literature	0927-7544	Print	1	AMERICAN REAL ESTATE SOCIETY
Journal of Real Estate Portfolio Management	1083-5547	Membershi p Title	1	AMERICAN REAL ESTATE SOCIETY
Journal of Real Estate Research	0896-5803	Membershi p Title	1	AMERICAN REAL ESTATE SOCIETY
Journal of Risk	1465-1211	Print	1	INCISIVE FINANCIAL PUBL LTD
Journal of Risk and Insurance	0022-4367	Print	1	WILEY-BLACKWELL
Journal of Risk Management in Financial Institutions	1752-8887	Print	1	HENRY STEWART PUBL /RUSSEL HSE
Journal of the Air & Waste Management Association	1096-2247	Print + Online	1	TAYLOR & FRANCIS GROUP
Journal of the American Planning Association	0194-4363	Print + Online	1	TAYLOR & FRANCIS GROUP
Journal of Urban Design	1357-4809	Print + Online	1	TAYLOR & FRANCIS GROUP
Journal Real Estate Practice and Education	1521-4842	Membershi p Title	1	AMERICAN REAL ESTATE SOCIETY
La Maison du 21e Siecle	1488-	Print	2	LE MAISON DU 21E SIECLE

	4712			
Lobby Monitor		Electronic Mail	1	HILL TIMES PUBLISHING
Maison Ecologique	1634-5460	Print	1	MAISON ECOLOGIQUE
Mortgage Banking	0730-0212	Print + Online	3	MORTGAGE BANKERS ASSN
Mortgage Servicing News	1093-1252	Print	1	SOURCEMEDIA
Mortgage Technology	1098-4038	Print	1	SOURCEMEDIA
Municipal World Magazine	0027-3589	Print	1	MUNICIPAL WORLD INC
National Mortgage News	1050-3331	Print + Online	1	SOURCEMEDIA
Native Journal	1198-8762	Print	1	NATIVE JOURNAL
OHS Canada Magazine	0827-4576	Print	1	BUSINESS INFORMATION GROUP
Old-House Journal	0094-0178	Print	1	ACTIVE INTEREST MEDIA
Ontario Home Builder	1182-1345	Print	1	LAUREL OAK MARKETING LTD
Open House International	0168-2601	Print + Online	1	OPEN HOUSE INTERNATIONAL
Papers and Proceedings of the Annual Meeting	0065-812X	Print	1	AMERICAN ECONOMIC ASSN
Period Living Magazine	1756-2260	Print	1	ASCENT PUBLISHING LTD
Plan Canada	0032-0544	Print	2	SIC RICHELIEU INC
Planning - IL	0001-2610	Print	1	AMERICAN PLANNING ASSOCIATION
Planning West	1710-4904	Print	1	PLANNING INST BRITISH COLUMBIA
POLICY OPTIONS - PRINT + ONLINE	0226-5893	Print + Online	1	INST RESEARCH ON PUBLIC POLICY
Protegez Vous	0701-8517	Print	1	EDITIONS PROTEGEZ-VOUS
Public Sector Management	1183-1081	Print	1	INSTITUTE PUBLIC ADMIN CANADA
Quebec Habitation	0835-4995	Print	1	QUEBEC HABITATION
Quorum - Canada	0831-9235	Print	1	FQM DIRECTION DES COMMUNIC
Real Estate Brokers Insider	1086-2935	Print	1	ALEXANDER COMMUNICATIONS GROUP
Real Estate Economics	1080-8620	Print	1	WILEY-BLACKWELL
Real Estate Finance	0748-318X	Print	1	WOLTERS KLUWER LAW & BUSINESS
Real Estate Issues	0146-0595	Print	1	COUNSELORS OF REAL ESTATE%C
Real Estate Review	0034-0790	Print	1	WEST / DIV OF THOMSON-REUTERS
Realtor Magazine	1522-0842	Print	1	NATL ASSN OF REALTORS
Recherches Amerindiennes au Quebec	0318-4137	Print	1	RECHERCHES AMERINDIENNES AU
Renovation Bricolage	0381-0992	Print	2	PUBLICATIONS TVA II INC
Report on IBM	0742-5341	Electronic Mail	1	DATATRENDS PUBLICATIONS INC
Residential Cost Handbook	0486-	Print	1	MARSHALL & SWIFT

	5413			
RISK /EN/ /INCLS/ SUPPLEMENTS /INCORPS/ RISK TECHNOLOGY /ALL EXCEPT EUROPE/	0952-8776	Print	1	INCISIVE FINANCIAL PUBL LTD
Risk Management	0035-5593	Print + Email	1	RISK & INSURANCE MGMT SOC INC
Risk Management and Insurance Review	1098-1616	Print	1	WILEY-BLACKWELL
Senior Care Investor	1075-9107	Print	1	IRVING LEVIN ASSOCIATES INC
Servicing Management	1044-1077	Print	1	ZACKIN PUBLICATIONS INC
Solplan Review	0828-6574	Print	1	DRAWING ROOM GRAPHIC SERVICES
Sun & Wind Energy	1861-2741	Print + Online	1	BIELEFELDER VERLAG GMBH
Sustainable Architecture & Building Magazine	1911-4230	Print	1	SAB MAG
This Old House /FOR CANADA/	1086-2633	Print	1	TIME INC / THIS OLD HOUSE
Tu Batis Je Renove	0770-7347	Print	1	CMF UITGAVEN NV
Urban Policy & Research	0811-1146	Print + Online	1	TAYLOR & FRANCIS GROUP
Urbanite	1207-0483	Print	1	ORDRE DES URBANISTES DU QUEBEC
View : Technical Journal for Lotus Notes and Domino	2156-4531	Online	1	WELLESLEY INFO SERV % L MARONI
Wawatay News	0703-9387	Print	1	WAWATA NATIVE COMMUNICATIONS
Whats Working in Human Resources	1088-3223	Print	1	PROGRESSIVE BUSINESS PUBLICATN
Windspeaker	0834-177X	Newspaper	1	ABORIGINAL MULTI MEDIA SOC ALB
World Economic Outlook - Package 7	0256-6877	Print	1	INTERNATIONAL MONETARY FUND