



REQUEST FOR PROPOSAL

FOR

***REAL ESTATE MARKETING, SALES AND PROPERTY SERVICING OF
RESIDENTIAL PROPERTIES LOCATED IN NORTHERN ALBERTA
defined as: NORTH OF ALBERTA TOWNSHIP ROAD 34 TO THE
ALBERTA/NWT BORDER
(1-3 UNITS)***

Date issued: October 11, 2013

Solicitation File #: 201303159

Solicitation Closes: November 1, 2013,
2 p.m. EDT

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Canada



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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 a contract with a Real Estate Marketing and Sales Firm or individual representing Real Estate Marketing Firms (Proponents) for the marketing and management of selected residential properties in Northern Alberta. One successful proponent will be awarded a contract for the listing and marketing of selected CMHC units located in Northern Alberta. Northern Alberta is defined as the area south of the Alberta/NWT border to Township Road 34 (north of Innisfail). This contract will be for a one (1) year term with a possible extension for an additional one (1) year term.

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. CMHC reserves the right to award an additional contract for marketing to another firm in certain instances such as where a number of units in a particular project are acquired by CMHC.

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 Employment and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jason Kenney.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Service Centers throughout Canada. The Business Service 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 Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Service Centers throughout Canada.

The policy pertaining to the selection of suppliers is based on the principal 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.

<u>Activities</u>	<u>Date</u>
Request for Proposal issued	October 11, 2013
Deadline for Submission of Questions	October 22, 2013
Submission Deadline	November 1, 2013
Evaluation and Selection of lead proponent	November, 2013
Finalize contract with lead proponent	November, 2013
Contract award	November, 2013
Announcement of successful proponent	November, 2013
Debriefing of unsuccessful proponents	upon request

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
- Section 7 The Appendices

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.

1.8 Proponent Feedback

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

Proponents may submit comments labelled as *Proponent Feedback RFP #201303159* 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.

1.9 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 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 "E", 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 **** (by E-BID)**

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 #201303159

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 Friday, November 1, 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, Procurement Advisor

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 affect all proponents in CMHC's opinion, will be answered by CMHC in writing and distributed to all proponents by facsimile, e-mail or BETS. 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 BETS.

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 sixty (60) 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 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 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 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.

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.

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 "E" (7.5).

3.3 Statement of Work

Qualified proponents will be licensed to sell real estate in the Province of Alberta, established in the business of real estate marketing and sales and be a member in good standing of the Multiple Listing Service® with access to the MLS where available.

The home office of qualified proponents must be located within Northern Alberta.

The proponents can anticipate that properties marketed will be dispersed throughout the Province. CMHC does not guarantee a minimum or maximum number of units that will be marketed under the contract, as volumes are subject to fluctuation. However, the approximate number of properties sold from August 1, 2012 to July 31, 2013 for Northern Alberta was 143, with an average selling price of ±\$129,883.

The proponent will be responsible for the takeover, servicing and marketing/sale of selected residential properties in Northern Alberta. Proponents are advised that the properties owned by CMHC will be vacant, and may currently be subject to listing agreements. As listings of unsold units expire and as additional units are acquired, they will be listed with the successful proponent of this RFP.

The proponent will provide all those services normally provided to a valued client when listing a property on the Multiple Listing Service® including, but not limited to the following:

Takeover

Upon notification from CMHC of a pending property acquisition from an Approved Lender:

- (a) Obtain keys from the lender's management company as directed by CMHC within two (2) days of notification and proceed immediately to complete a CMHC Takeover Report form (supplied by CMHC) and return the completed form immediately upon completion of the inspection. Inspections in major urban areas must be completed within three (3) business days of notification and in rural areas within seven (7) business days of notification.
- (b) Provide access to the unit promptly upon listing by mounting the appropriate lock box where permitted.
- (c) Retain one set of keys at the Real Estate firm's office.

Marketing and Sale

- (a) Prepare a detailed *Comparative Market Analysis* (CMA) with photographs of each listing.

The CMA is to contain the following information **as a minimum**:

- i) a description of the property;
 - ii) a comparative analysis of active and recently expired listings for comparable properties;
 - iii) recent sales data for comparable properties;
 - iv) the average number of days listed to sale;
 - v) trends to indicate a buyers, sellers or balanced market;
 - vi) the listing history of the subject property; and
 - vii) a recommendation for the listing and selling prices based on your analysis.
- (b) Complete all aspects of Listing Agreements for signature by the designated CMHC representative. All listings are to be submitted to CMHC within 3 days of completion of the Takeover inspection and will be accompanied by a CMA.
 - (c) Provide monthly status reports to CMHC. These reports must include advertising details, including the number of showings, newly listed properties and recommendations for repairs or price reductions.
 - (d) Prepare and/or submit all offers to the designated CMHC representative. Act as the sole liaison between CMHC and all selling Real Estate Firms and Real Estate Agents for all properties assigned.
 - (e) Upon acceptance of an offer by CMHC, provide confirmation in writing of necessary requirements to complete the offer to purchase including, but not limited to:
 - i) the waiver of any conditions in the Offer to Purchase;
 - ii) contact information for the purchaser's solicitor; and

- iii) further documentation or action to support the sale transaction and to ensure prompt closing (for example, arranging water tests and topping off oil tanks prior to closing and shocking wells).
- (f) Obtain, at proponent`s expense, copies of documentation to facilitate the sale of Condominium units including:
 - i) the most recent AGM minutes;
 - ii) the Reserve Fund Study and Plan;
 - iii) the Bylaws; and
 - iv) the most recent audited Financial Statements.

Property Servicing

- (a) Perform a minimum number of security checks (once per week from October to April and twice per month from May to September), including inspection of all windows and doors and checks of plumbing and heating systems including the oil tank if applicable. Inspection cards will be placed in each property to record security checks.
- (b) Perform additional checks of the property as requested by CMHC.
- (c) Supply and install 60-watt light bulbs when burned out in all electrical fixtures.
- (d) Perform lawn cutting services to ensure grass does not exceed 50 mm in height at any time.
- (e) Remove snow/ice to ensure that Municipal by-laws are respected at all times and regardless of applicable by-laws, that the depth does not exceed 10 mm, leaving a cleared width on the walkway of at least 60 cm from the street to the key box and as applicable, to the fuel tank, ensuring that conditions are safe for persons entering the premises.
- (f) Organize meetings/arrangements with representatives of utility companies or contractors at properties to facilitate meter readings and/or other services required.
- (g) Co-ordinate winterizing / de-winterizing of plumbing as required.
- (h) Co-ordinate repairs authorized by CMHC, including obtaining estimates.
- (i) Ensure property is kept secure, clean and presentable at all times. Cleaning and other costs are to be approved in advance by CMHC.

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 | Proponent's Qualifications |
| 4.6 | Response to Statement of Work |
| 4.7 | 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; and
- (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 Proponent's Qualifications Mandatory

The proponent's proposal should outline information about their qualifications, including:

- (a) a description of the proponent's firm, its organization, number of full-time employees and product specialization (residential or commercial real estate);
- (b) a description of their previous and current experience and background in the real estate industry and specific record of their MLS® statistics for last year and the current year to date, listings and sales;
- (c) confirmation of the number of employees that will be assigned to this contract, in addition to their specific experience with the proposed work; and
- (d) details of recent sales experience (Appendix "D")

The successful proponent's home office must be located within Northern Alberta, as defined in this RFP and they **must**:

- (a) be licensed to sell real estate in the Province of Alberta;
- (b) be established in the business of real estate marketing and sales in the Province of Alberta as of the date of this RFP;
- (c) be a good standing member of the Multiple Listing Service® (MLS®) with access to MLS® data (where MLS® is available); and
- (d) demonstrate recent experience selling residential real estate in Northern Alberta.

4.6 Response to Statement of Work Mandatory

In this section, the proponent should provide detailed information relative to the specifications listed in Section 3, Statement of Work as well as the following criteria:

Comparative Market Analysis

Proponents must submit a sample Comparative Market Analysis (CMA) in accordance with the requirements listed in Section 3, Statement of Work. It may be a copy of a CMA you completed recently or you may complete one specifically for response to this RFP. The property does not need to be owned by CMHC.

Co-operative Listing Arrangements

The proponent must include a plan for listing and servicing properties located outside of the community in which its office is located. In situations where distance makes it logistically difficult or not feasible for the Real Estate firm to service a listing, CMHC expects the Real Estate firm to arrange a co-operative listing agreement with licensed Real Estate professionals in communities located outside their home office area. Co-operative Listing Real Estate professionals can be with affiliate offices and / or partnership arrangements or other arrangements as indicated by the proponent.

Marketing Plan

Proponents must provide a detailed Marketing Plan for marketing properties, including:

- (a) details on staffing, financial and other resources available to meet the work requirements to carry out the proposed marketing plan;
- (b) specific details of all marketing tools and methods to be utilized, including but not limited to internet access, signage, advertising (should include but not be limited to frequency, cost, all facets of media to be used, etc.), incentives, "open houses", collecting and reporting of statistics such as traffic counts and market activity;
- (c) details as to how the proponent will service listings throughout the area (listings under this contract will be dispersed throughout Northern Alberta);
- (d) details as to how the proponent will promote listings to other real estate firms and salespeople; and
- (e) details of any additional benefits or value added features that are being offered, i.e. special legal or financing packages.

Proponents must market all properties through MLS® (with the exception of areas that do not have access to MLS®). Please indicate in your proposal how you will accommodate this marketing requirement in MLS® and non-MLS® areas.

Servicing the Property

Proponents must provide details of their action plan to service the property as described in detail in Section 3, Statement of Work. Proponents must detail their staffing, financial and other resources available to meet the work requirements to carry out the proposed plan.

If the property servicing function includes partnering with a property management company (refer to Section 2.19), proponents must provide the name of principals providing the services, the details of previous experience (length of time and types of contracts held) and background on this company. It is critical that proponents include information as to how service will be provided to properties located throughout the area.

4.7 Pricing Proposal / Commissions Mandatory

Proponents must complete the details of their sales commissions below. They must outline the commission rate to be charged between the selling, co-listing and listing agents. Note: commissions must be expressed in **percentage** terms.

Details of Sales and Property Servicing Commissions:

- a) Sales: Payable to Selling Agent: _____% on the first \$100,000; _____% on the Balance (must be a minimum of 3.5% on the first \$100,000 and 1.5% on the Balance)

- b) Sales: Payable to Listing Agent: _____% on the first \$100,000; _____% on the Balance

- c) Total Sales Commission Payable: _____% on the first \$100,000; _____% on the Balance (sum of a) and b) above)

- d) Co-Listing Commission Payable: _____% on the first \$100,000; _____% on the Balance

- e) Property Servicing Commission: _____% on the first \$100,000; _____% on the Balance

NOTE: the minimum sales commission payable to the selling agent must be at least 3.50% on the first \$100,000 and 1.50% on the balance.

In the event that a property has been taken over by CMHC and is not able to be listed, but still requires property management, please provide a **flat monthly fee** for these services per property. **Please note that this fee will not be used in the ranking process.**

\$ _____ per unit per month for vacant properties prior to listing

The commission rate is to include all items detailed in Section 3, Statement of Work.

To ensure that the sales portion of the commission quoted never results in a fee that is too low, CMHC will pay a **minimum sales commission of \$1,500** (split between the selling and listing agents to be in the same proportion as in the Details of Sales Commissions above) for the sale of properties with values that do not generate a total sales commission of at least \$1,500.

To ensure that the property servicing portion of the commission quoted never results in a fee that is too low, CMHC will pay a **minimum property servicing commission of \$600**.

Pro-rated commissions or commissions not expressed in percentages **will be rejected**. The commission quoted must apply to all sales in the entire portfolio except for those sales where CMHC pays a minimum sales commission of \$1,500, due to the low sales price of the unit.

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 consensus scores for each proposal.

Proposals will be evaluated in two stages. The first stage entails an evaluation of criteria outlined in the Evaluation Table, Appendix "B". Proposals meeting or exceeding the overall upset score of 750/1000 possible marks will be shortlisted. All shortlisted proposals will then be evaluated on price, where the proponent with the lowest total sales and property servicing commission (based on the average commission rates referenced in Section 4.7) shall be named the lead proponent.

5.5 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

The Attached as Appendix “C” is a draft agreement. The terms and conditions in the proposed agreement 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 agreement of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft agreement in Appendix “C” in the event that the proponent is selected by CMHC to enter into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

The terms and conditions of the draft agreement in Section 6.3 are mandatory and must be accepted by the proponent without alteration.

6.3 Draft Agreement

The draft agreement is Appendix “C” of this RFP.

7 SECTION 7 APPENDICES

APPENDIX A

7.1 Certificate of Submission Mandatory

_____ hereby:
Company Name Procurement Business Number

- 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 60 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	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
Proponent's Qualifications (4.5) The proposal will be evaluated on the full description of the firm, qualifications and experience of the assigned personnel. a) Description of Firm b) Proponent's Experience c) Listing and Sales Statistics	40		N/A	
Response to Statement of Work (4.6) The proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work. Specific Elements being evaluated are: a) Competitive Market Analysis (CMA) b) Marketing Plan c) Cooperative Listing Arrangements d) Servicing The Property	60		N/A	
TOTAL	100		750	
Pricing / Commissions - \$ (based on average sale price in Section 3.3)				

APPENDIX C

7.3 Draft Agreement

THIS AGREEMENT made this _____ day of _____, 2013 to market and manage Selected Units located in Northern Alberta.

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION, a Crown Corporation Incorporated by an Act of Parliament and having its head office in the city of Ottawa, in the Province of Ontario

(Hereinafter called "CMHC")

OF THE FIRST PART

- and -

(Hereinafter called "The Firm")

WITNESSETH THAT:

WHEREAS CMHC is the owner from time to time of certain units and their appurtenant interest in the common elements according to registered condominium declaration, a number of single houses and mobile homes and whereas CMHC will select certain of these units for listing under this Agreement (hereinafter referred to collectively as the "Selected Units"), said Selected Units being set out herein, together with their proposed individual sale prices in Schedule "A" attached hereto which may be modified from time to time. CMHC reserves the right, to exclude from this Agreement any units it acquires from time to time.

AND WHEREAS CMHC issued a Request for Proposal document ("Proposal Document") inviting individuals to bid for the work contemplated by this Agreement and The Firm was the successful proponent;

AND WHEREAS it is the intention of CMHC that The Firm shall market and manage these Selected Units for and on behalf of CMHC and as the listing Firm of CMHC, subject to the terms and conditions and specifications hereinafter set forth;

AND WHEREAS The Firm has agreed to perform certain management functions on behalf of CMHC for the Selected Units;

NOW THEREFORE in consideration of the mutual covenants hereinafter contained the sum of \$1.00 now paid by The Firm to CMHC, the receipt and sufficiency whereof is hereby acknowledged, it is agreed by and between CMHC and The Firm as follows:

1. **APPOINTMENT**

- (a) CMHC hereby appoints The Firm to market and manage the Selected Units according to the terms and conditions as contained herein. Subject to the terms of this Agreement, and without limitation, Paragraphs 1(c) and (d), below, CMHC shall enter into a Listing Agreement with The Firm for each Selected Unit, which it wishes to have marketed by The Firm. It is understood that The Firm shall not be entitled to sell any of the Selected Units until there is a Listing Agreement in place for the individual unit. The parties hereto acknowledge that if there is any conflict between the provisions of the listing agreement and this Agreement, the terms and conditions of this Agreement shall prevail;
- (b) The Firm acknowledges that CMHC reserves the right to hire another firm to list certain units it may acquire from time to time and that not all units in which CMHC acquires an interest will be included in this Agreement.
- (c) The Firm 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 Firm agrees to so advise its employees, officers, and agents as applicable. Without limiting the generality of the foregoing, The Firm shall retain complete control of and accountability for its employees and agents. The Firm 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 Firm.
- (d) The proponent will be responsible for the takeover, servicing and marketing /sale of selected residential properties located in Northern Alberta defined as south of the Alberta/NWT Border to Township Road 34 (just north of Innisfail, Alberta). The proponent will provide, at their expense all those services normally provided to a valued client when listing property on the Multiple Listing Service® including but not limited to the following:

Takeover

Upon notification from CMHC of a pending property acquisition from an Approved Lender:

- i) obtain keys from the lender's management company as directed by CMHC within two (2) business days of notification and proceed immediately to

complete a CMHC Takeover Report form (supplied by CMHC) and return the completed form immediately upon completion of the inspection. Inspections in major urban areas must be completed within three (3) business days of notification and in rural areas within seven (7) business days of notification;

- ii) provide access to the unit promptly upon listing by mounting the appropriate lock box where permitted; and
- iii) retain one set of keys at the Real Estate firm's office.

Marketing and Sales

- i) Prepare a detailed *Comparative Market Analysis (CMA)* with photographs of each listing. The CMA is to contain the following market information as a minimum:
 - a description of the property;
 - a comparative analysis of current and recently expired listings of comparable properties;
 - recent sales data of comparable properties;
 - the average days listed to sale;
 - trends to indicate a buyers, sellers or balanced market;
 - the listing history of the subject property; and
 - a recommendation for the listing and selling prices based on the analysis.
- ii) Complete all aspects of *Listing Agreements* for signature by the designated CMHC representative. All listings are to be submitted to CMHC within 3 days of notification and will be accompanied by a CMA.
- iii) Provide monthly status reports to CMHC. These reports must include advertising details ie) the number of showings, newly listed properties and recommendations for repair or price reduction.
- iv) Prepare and/or submit all offers to the designated CMHC representative. Act as the sole liaison between CMHC and all selling Real Estate Firms and Real Estate Agents for all properties assigned.
- v) Upon acceptance of an offer by CMHC, provide confirmation in writing of necessary requirements to complete the offer to purchase including, but not limited to:
 - the waiver of any conditions in the Offer to Purchase Contract;
 - contact information for the purchaser's solicitor;

- further documentation or action to support the sale transaction and to ensure prompt closing (for example, arranging water tests and topping off oil tanks prior to closing and shocking wells); and
- further documentation such as condominium bylaws, financial statements, reserve fund studies and/or plans, copies of AGM minutes or action to support the sale transaction and ensure prompt closing.

Servicing the Property

- i) Perform a minimum number of security checks (once per week from October to April and twice per month from May to September) including inspection of all windows and doors and checks of plumbing and heating systems including the oil tank if applicable. Inspection cards will be placed in each property to record security checks.
- ii) Advise appropriate utility companies, municipalities, condominium corporations and/or mobile homes parks of change of Ownership to CMHC.
- iii) Perform additional checks of the property as requested by CMHC.
- iv) Supply and install 60-watt light bulbs when burned out in all electrical fixtures.
- v) Perform lawn cutting services to ensure grass does not exceed 50mm in height at any time.
- vi) Remove snow/ice to ensure that Municipal by-laws are respected at all times and regardless of applicable by-laws, that the depth does not exceed 10mm, leaving a cleared width on the walkway of at least 60cm from the street to the key box and as applicable, to the oil tank, ensuring that conditions are safe for persons entering the premises.
- vii) Organize meetings/arrangements with representatives of utility companies or contractors at properties to facilitate meter readings and/or other services required.
- viii) Co-ordinate winterizing / de-winterizing of plumbing as required.
- ix) Co-ordinate repairs authorized by CMHC, including obtaining estimates.
- x) Ensure property is kept secure and clean and presentable at all times. Cleaning and other costs are to be approved in advance by CMHC.

2. TERM

- (a) The appointment outlined in Paragraph 1, above, shall be for the term of one year (the "Term"), which shall commence from the date of this Agreement, unless terminated earlier by one or both of the parties and at CMHC's sole discretion may be renewed for a second one-year term.
- (b) It is agreed that initial Listing Agreements will be for a period of 90 days.

3. ACCEPTANCE OF APPOINTMENT

The Firm accepts the appointment by CMHC and agrees to use due diligence in marketing of the Selected Units for the Term in accordance with the terms and conditions herein provided, and agrees to furnish the services of its organization for the selling and maintaining of all of the Selected Units as outlined herein.

4. WARRANTY

- (a) The Firm warrants that it is familiar with all laws associated with the purchase, sale, listing, and The Firm associated with the Selected Units including, without limitation, any condominium or like legislation. The Firm also has a thorough working knowledge of all applicable codes of ethics by which it is governed. The Firm represents and warrants that as at the date of this Agreement and during the Term of this Agreement it is duly registered, licensed, and authorized by law to conduct all the activities contemplated by this Agreement and it shall, during the Term of this Agreement, conduct its activities according to any laws which govern The Firm or its activities pursuant to this Agreement or otherwise.
- (b) CMHC warrants that it is the owner of the Selected Units and as such has the right to sell the Selected Units.

5. INDEMNIFICATION AND INSURANCE

(a) Commercial General Liability Insurance

The Contractor will provide and maintain Commercial General Liability Insurance for a limit of not less than \$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;
- ii) personal injury;
- iii) broad form property damage including completed operations;

- iv) blanket contractual;
- v) employer`s liability (or confirmation that all employees including sub-contractors and independent contractors are covered by WSIB);
- vi) non-owned automobile liability;
- vii) Canada Mortgage and Housing Corporation to be added as additional insured;
- viii) 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7; and
- 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).

(b) **Professional Liability**

The Contractor will provide and maintain **Real Estate Errors and Omission and Property Managers Errors & Omissions** Liability insurance for a limit of not less than \$1,000,000. 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 Contractors employees and Contractors contract employees (if applicable) as named insured. (if sub-contractors are not included then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).

(c) **Automobile Insurance**

The contractor will provide and maintain Automobile Insurance with limits of not less than \$2,000,000. Third Party Liability for all motor vehicles used by the Contractor in the performance of this Contract.

The Contractor will provide a Certificate of Insurance at least five (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.

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 fulfil its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

6. DUTIES OF THE FIRM

Subject in all respects to the overall control and instructions of CMHC from time to time, The Firm shall, in the performance of its duties hereunder, be responsible for the execution of all aspects of this Agreement including the Listing Agreements and without limiting the generality of the foregoing shall:

- (a) arrange for prompt execution of the Marketing Plan detailed in the Proposal Document and fulfill all other obligations as outlined in the Proposal Document;
- (b) notify CMHC immediately of any claims of which The Firm is aware or receives notice in writing there for by or against CMHC relating to the units and to inform CMHC of any material change in risk of which The Firm is aware or has received notices in writing thereof respecting the use and occupation of the units;
- (c) in the event that CMHC requests or recommends that any service of a non-emergency nature be provided at a selected unit, then the work shall be at a cost in writing approved by CMHC. In the event that any non-emergency service for a selected unit is to be provided and such service is to cost \$1,000.00 or more, CMHC reserves the right to require that such service be tendered according to terms and conditions as may be required from time to time by CMHC;
- (d) allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services provided. The Firm agrees to provide CMHC's internal or external auditors with sufficient original documents in order to conduct any audit procedures. The Firm shall make available to the representative of CMHC upon request at all times all records, including invoices, vouchers, contracts, relating to the selling of the units and provide a Certificate of Insurance confirming compliance with insurance/indemnification requirements identified in clause 5;
- (e) provide to any purchaser or prospective purchaser copies of any and all documentation, and other information which may be required to be given to any such purchaser in order that the sales agreement shall, upon execution thereof be binding upon such purchaser. Upon presentation of an acceptable invoice, CMHC shall reimburse The Firm for any costs related to the production of condominium documentation required for sale closing.
- (f) provide trained and qualified personnel for the carrying out of the Marketing Plan at the expense of The Firm;
- (g) ensure that each salesperson in The Firm's organization that is to be involved in selling the selected units is familiar with all documentation and instructions CMHC may furnish from time to time;

- (h) submit all Offers to Purchase to CMHC for approval and execution immediately upon receipt, weekends and holidays excepted. The Offer to Purchase shall be in a form approved by CMHC and shall be irrevocable by the purchaser and provide for sufficient time (not to exceed seven (7) days) for the acceptance of the contract by CMHC. CMHC hereby reserves the right, in its sole discretion, to reject any and all offers for any reason it deems necessary;
- (i) perform all the duties outlined in Paragraph 1d) in a diligent manner consistent with a prudent owner for similar units.

7. SALES AND PROPERTY SERVICING COMMISSIONS

- (a) Upon the completion of the closing of a particular Selected Unit, provided that the closing occurs within the time frames and as specified in the listing agreement for the particular Selected Unit; or within the time frame as agreed to by all parties in an accepted agreement of purchase and sale or any amendments forming part of such purchase and sale agreement and signed by all parties, CMHC agrees to pay The Firm commissions as follows:

Sales Commission:

Payable to Selling Agent: _____% on the first \$100,000; _____% on the Balance (must be a minimum of 3.5% on the first \$100,000 and 1.5% on the Balance)

Payable to Listing Agent: _____% on the first \$100,000; _____% on the Balance

Total Commission Payable: _____% on the first \$100,000; _____% on the Balance

Co-Listing Commission: _____% on the first \$100,000; _____% on the Balance

Property Servicing Commission:

_____ % on the first \$100,000; _____% on the Balance

This commission rate is a percentage of the gross sale price and will include all items detailed in Section 3.3, Statement of Work - Takeover and Servicing the Property.

To ensure that the percentage quoted never results in a fee that is too low, CMHC will pay a minimum property servicing commission of \$600 for properties with selling values that do not generate a total sales commission of at least \$1,500.

Property Servicing Commission for Vacant Properties:

In the event that title has not been transferred by the time that CMHC accepts the property, CMHC will pay The Firm a flat fee for property management services as outlined in Section 3 Statement of Work from the date the property is accepted until the date the property is listed.

\$ _____ per unit/per month or pro-rated based on the number of days the property is managed prior to listing

CMHC may also, at its own discretion choose not to market certain properties, but still require property management services during the period where the property is not listed. CMHC will pay The Firm a property servicing commission equivalent to the rate quoted above based on the number of days the property is being managed, but not marketed during the respective time period.

- (b) Notwithstanding Paragraph 7a) above, it is understood and agreed that no commission shall be payable under any of the following conditions:
 - i) if, prior to closing, the prospective purchaser fails to perform and the sales contract is terminated by CMHC;
 - ii) if, without just cause, the prospective purchaser of a selected unit refuses to close the sale transaction and CMHC refuses to release the prospective purchaser and decides to pursue the legal remedies available to CMHC against the prospective purchaser; or
 - iii) if the sale of a selected unit is not completed according to the terms and conditions as herein or as otherwise provided in the listing agreement for the applicable selected unit, then CMHC will not be responsible to pay The Firm any commission whatsoever.
- (c) CMHC will pay a minimum commission of \$1,500 (split between the listing and selling agents to be in the same proportion as in Section 7a) above for sales of properties with values that do not generate a total commission of at least \$1,500.
- (d) Full sale proceeds must be received by CMHC prior to release of any commission whatsoever.
- (e) All payments due under the Agreement will be made by means of **EFT**. The Firm is responsible for providing CMHC with the required banking information to allow EFT to be effected. In the event that CMHC is unable to make payment by EFT, The Firm agrees to accept payment by cheque or another mutually agreed upon method of payment. Throughout the term, The Firm is required to ensure that all information relevant to EFT remains accurate and up to date. The Firm assumes

full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

8. **CMHC DESIGNATED OFFICERS AND REPRESENTATIVES**

CMHC shall advise The Firm in writing from time to time as required of the names of those officers and other representatives who are authorized by CMHC to access or conduct work to or upon any of the Selected Units.

9. **CO-OPERATION**

CMHC and The Firm shall at all times keep each other informed of all matters related to the sales of the Selected Units and they shall meet together regularly and discuss from time to time all such matters and determine the general policy in respect of such sales activity including renovations, improvements, expenses and all other matters related to the overall marketing of the Selected Units.

10. **TERMINATION**

- (a) This Agreement may be terminated with or without cause by either party on the giving of thirty (30) days notice in writing to the other party. In the event of such termination without cause, any of the Listing Agreements executed by CMHC and The Firm which have not expired shall be immediately terminated, unless The Firm is advised in writing by CMHC that the Listing Agreement shall remain in full force and effect. The Firm shall be entitled to no commissions whatsoever for any Selected Units which do not have an accepted agreement of purchase and sale in place prior to the date of termination. In the event that this Agreement is terminated by The Firm, CMHC shall have no further obligation to pay commission to The Firm upon the sale of the Selected Units subject to terminated Listing Agreements. In all other respects this Agreement shall be deemed to be terminated;
- (b) Upon termination, The Firm shall surrender to CMHC all contracts, loan applications, records, files and other documents or information which may be pertinent to the continuing operation and marketing of the Selected Units (excepting only those Selected Units which remain listed pursuant to the Listing Agreement which are still in effect), and relinquish all interest in MLS® listings of CMHC Selected Units active at the time of termination, if required by CMHC;
- (c) Subject to Paragraph 1(a), CMHC may, at its discretion, assume all or some obligations of any and all contracts which The Firm has made for the purpose of arranging the management services outlined in Paragraph 1(d), above, to be provided pursuant to this Agreement.

11. NOTICES

Any notices and other communications required to be sent hereunder to either party shall be addressed to The Firm as follows:

and to CMHC as follows:

Regional Manager, Default Management and Real Estate
Canada Mortgage and Housing Corporation
Suite 200, 1000 – 7 Ave. S.W.,
Calgary, Alberta
T2P 5L5

or to such other address as either party shall notify the other. Any such notice shall be conclusively deemed to have been given and received at the same time of its personal delivery by one party to officer or director of the other or, in the event of service by mail, on the second business day after the day of such mailing. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

12. CONTINUING OBLIGATIONS

The obligation upon The Firm to account shall survive the termination of this Agreement for whatsoever reason.

13. FURTHER ASSISTANCE

Each of the parties hereto shall do all acts, matters and things as may be requisite and necessary in order to give full force and effect to and duly carry out the provisions of this Agreement.

14. HOUSE OF COMMONS

No member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit which arises therefrom.

15. CONFIDENTIALITY

The Firm and its employees and agents will treat as confidential, during as well as after completion of the Term or earlier termination of this Agreement, all information relating to the affairs of CMHC of which it acquired knowledge as a result of its engagement hereunder. The Firm acknowledges that CMHC is subject to federal privacy legislation and agrees to take all necessary steps to comply with CMHC's obligations arising therefrom.

16. CONFLICT OF INTEREST

The proponent, the company, the registered principals and officers, and employees of the company are to declare any potential conflict of interest between themselves or their employees and CMHC or its employees.

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 (1994) in order to derive a direct benefit from any contract, which may arise from this request for proposal.

17. CORPORATION IDENTIFICATION

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

18. SUCCESSORS AND ASSIGNS

This Agreement is personal to The Firm and may not be assigned, in whole or in part by The Firm without the prior written consent of CMHC which may be arbitrarily withheld in the sole discretion of CMHC.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, permitted assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement

**SIGNED SEALED AND
DELIVERED
in the presence of:**

Witness: _____

Per: _____

Owner or Manager of Real Estate Firm

Date: _____

And

CANADA MORTGAGE AND HOUSING CORPORATION

Witness: _____

Per: _____

**Regional Manager, Default
Management and Real Estate**

Date: _____

Schedule "A"

Initial Units to be included in this Agreement

Account Number	Property Address	List Price
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*Note: This schedule to be completed upon award of the contract.

Note: CMHC reserves the right to add any units acquired from time to time by notifying The Firm in writing of such additions.

APPENDIX D

7.4 RECENT SALES EXPERIENCE Mandatory

IF MORE THAN ONE AGENT WILL BE PROVIDING SERVICE UNDER THE CONTRACT, THE FOLLOWING INFORMATION SHOULD BE PROVIDED BASED ON AN AVERAGE OF ALL AGENTS (GROUP) WHO WILL BE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT.

PLEASE SPECIFY:

Are you applying as an individual: Yes _____ No _____
Are you applying as a group: Yes _____ No _____ # in group _____

Duration as a full time Real Estate Agent:
Personal: _____ yrs _____ mos
Group Average: _____ yrs _____ mos

Number of Listings and Sales in 2012:
(to be included, the sale must have closed by December 31, 2012)
Personal: # Listings _____ # Sales _____
Group Average: # Listings _____ # Sales _____

Number of Listings and Sales current year to date:
(to be included, the sale must have closed by the RFP submission deadline)
Personal: # Listings _____ # Sales _____
Group Average: # Listings _____ # Sales _____

Average Sale Price of all properties sold:
Personal: _____
Group Average: _____

Average Days on Market (listing date to sale date):
Personal: _____
Group Average: _____

Average sale to list price ratio:
Personal: _____
Group Average: _____

NOTE: The proponent may be required to provide MLS® statistics for verification upon request from CMHC.

APPENDIX E

7.5 MANDATORY COMPLIANCE CHECKLIST

- | | | |
|--------------------------|-------------------------------|-------------|
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Proponent's Qualifications | Section 4.5 |
| <input type="checkbox"/> | Response To Statement Of Work | Section 4.6 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.7 |
| <input type="checkbox"/> | Certificate of Submission | Appendix A |
| <input type="checkbox"/> | Recent Sales Experience | Appendix D |