# R EQUEST FOR PROPOSAL

# FOR

# HOUSING PRICE DIFFUSION PATTERN IN CANADA

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Originating Department: CMHC

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#### Security Classification: PROTECTED

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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**

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract agreement with a vendor (hereafter referred to as the "proponent(s)") for the purpose of reviewing prior housing market slumps and examining housing price changes diffusion process among main housing markets and price segments.

The value of this service is not expected to exceed \$70,000 CDN, including all applicable taxes. Work under this contract is expected to be completed by October 2016, subject to change at CMHC's discretion.

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 Employment and Social Development, Minister for Democratic Reform, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Pierre Poilievre.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Centers 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 Centers 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 <u>must</u> 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** (<u>https://buyandsell.gc.ca/</u>) 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
November 06, 2015	Request for Proposal Issued
November 20, 2015	Submission of questions Deadline
November 27, 2015	Submission Deadline
Within about 8 weeks of closing date of submissions	Finalize contract with lead proponent
Immediately following finalization of the contract	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** 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.

# **1.8 Proponent Feedback**

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

Proponents may submit comments labelled as *Proponent Feedback RFP 201503121* 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 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: <u>RFP</u> for Housing Price Diffusion Pattern in Canada <u>, file # 201503121</u>

#### Format

Proposals may be submitted in MS Word 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 <u>received</u> at the exact location as specified above on or before the submission deadline set as:

#### 2:00 p.m. EST (local Ottawa time) on November 27, 2015

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 to the following:

Monika Morrison Fax: 613-748-2554 Email: mmorriso@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  $\underline{90}$  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 <u>each item</u> or at the <u>top of each</u> <u>page</u>. 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 Security Clearance

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

#### 2.20 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.

# 2.21 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.

# 2.22 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 (7.3).

# 3.3 Statement of Work

# 3.3.1 Background

Canadian house prices have displayed increasing trends in most key markets over the past few years. This synchronicity in house price movement may suggest, based on the literature, that a shock in house price in one area is likely to be felt in other areas, raising concerns that a price correction in one center could diffuse to other centers and price segments, the implications of which could be significant.

While the diffusion of house prices has been examined in the literature, there has been little work to assess the validity of such theory in the Canadian Housing market. Supporting CMHC's commitment to further our understanding of housing system dynamics and stability, this research will analyze prior Canadian housing market slumps<sup>1</sup> and investigate the diffusion pattern of house price movements among key centers and price segments.

This research will improve Canadian market participants' understanding of housing price dynamics. It is also expected to help Canada's policy makers make better informed decisions, and to promote stability.

<sup>&</sup>lt;sup>1</sup> For the purpose of this project, housing price slumps will be defined following Bénétrix A. et al (2012) who "do so using a cycle-dating method that identifies the start of a slump as the quarter in which the house price index, adjusted for inflation, reaches a local maximum and its end as when it reaches a local minimum".

# 3.3.2 Objectives

The goal of this project is to review prior housing market slumps and examine housing price changes diffusion process among main housing markets and price segments.

Specific objectives are to:

- Review the literature on prior Canadian housing market slumps and survey current thinking on various methodologies used to examine house price diffusion among key centers and price segments;
- Propose a methodology for the econometric modeling of house price decline diffusion among centers and price segments (including selection of at least two prior slumps to be used as cases study for the purpose of this research, data collection, model(s) development and estimation);
- Estimate the model(s); provide a complete analysis of the estimation results; discuss the implications of the findings for predicting house price behaviour across main markets, as well as the potential limitations of the methodology used.

Based on findings, the contractor will provide the following final deliverables:

- 1. A final report, containing the results of all parts of the study, including an executive summary in the form of a Research Highlight; the econometric model(s), codes and data used to run the model(s); and the results and analysis of the model(s).
- 2. A presentation (Power point slides and speaking notes) on the project.

# **3.3.3 Scope, Methodology and Detailed Phases**

#### <u>Methods</u>

The selected methodology will steam from a combination of the contractor's expertise and the review of the literature conducted in Phase 1 which should cover (at the minimum) the most commonly used techniques in academic research to analyze causalities among variables. Some examples of those include: cointegration technique, the VAR model, the error correction model, the Granger causality test, and the impulse response approach.

# Geographical scope

The study is expected to focus on the following key major centers: Edmonton, Vancouver, Calgary, Winnipeg, Toronto, Quebec, Montreal, Regina, Halifax, and Saskatoon. Based on the contractor's expertise, alternative geographical scopes (e.g. provinces, regions) should be considered if expected to be better suited for this analysis.

#### Submissions

In their submissions, proponents are expected to propose a detailed workplan that elaborates on the methods & study scope highlighted in this statement of work, to describe how they plan to complete the work required in this project. Proposals should clearly show value added over the statement of work.

The work expected in this project will be completed through three Phases:

# <u>Phase 1</u>: Comprehensive review of the literature on Canadian house price slumps and of Canadian and international literature on house price diffusion.

The aim of this literature review is twofold: First to develop an annotated bibliography on the stock of knowledge available on prior Canadian housing markets slumps; and second, to survey the literature to determine what approaches have been used in both Canada and internationally to examine the ripple effects of house prices variations. Specifically, the contractor will:

- 1. Review and analyze prior Canadian housing market slumps (e.g. 1984, 1992, and 2009) focusing on the selected key centers. This will include identifying start/end dates and sizes of previous slumps; analyzing the price run up prior to the slump and behavior afterwards in order to improve our understanding of the drivers behind occurrence of slumps and variations between slump sizes.
- 2. Review and analyze the theoretical and empirical literature on the dynamics of housing price movements among centers and price segments. As stated earlier in the methods section, this review should cover at the minimum the most commonly used techniques in academic research to analyze causalities.

#### Deliverables 1:

- a) The contractor will prepare and submit for CMHC review an annotated bibliography of the literature reviewed (interim report #1).
- b) The contractor will revise the report to reflect comments received from CMHC.

# <u>Phase 2</u>: Model Development / Estimation

#### **Section 1: Model Development**

Based on both expertise and findings from Phase 1, the contractor will propose a methodology for modeling house price decline transmission mechanisms among the selected key centers and price segments. This methodology must include:

- 1. Selection of at least two prior slumps to use as cases study, providing a rationale for the selection.
- 2. Creation of a database through collecting data for each selected center in the time periods pertaining to the two selected cases study.
- 3. Model(s) specification and estimations procedures, including a rationale highlighting the strengths and weaknesses of the selected approaches compared to the alternatives reviewed in Phase 1. At least 2 model specifications (scenarios) are expected to be selected, and estimations conducted on in this research project. This will allow for a comparative analysis and for an assessment of the robustness of the findings.

# <u>Deliverables 2</u>:

- a) The contractor will prepare and submit for CMHC review an interim report (# 2) clearly addressing points 1 to 3 above.
- b) The contractor will revise the report to reflect comments received from CMHC.

#### **Section 2: Estimation Results**

In this section, the contractor will estimate the model(s) for prior slumps to answer the following specific questions for both scenarios:

- 1. What pattern of house price decline diffusion among centers can be observed (e.g. diffusing from largest to smallest centers, through contiguous/non contiguous markets, unilateral/ bilateral, etc)?
- 2. What pattern of house price decline diffusion among price segments can be observed (e.g. diffusing from the same price segment among centers)?
- 3. What characteristics of the diffusion process are consistently observed in prior slumps?
- 4. What differences/similarities in the findings from both scenarios?

#### <u>Deliverables #3</u>:

- a) The contractor will prepare and submit for CMHC review an interim report (#3) which describes/analyzes the preliminary results specifically addressing questions 1 to 3 above.
- b) Following the submission, the contractor will prepare and deliver a presentation on the proposed model(s) and preliminary findings to CMHC staff at CMHC's National Office in Ottawa to answer any questions. If the contractor(s) is/are not residents in Ottawa, the presentation will be given via teleconference. Teleconferencing costs, if any, will be assumed by the contractor.
- c) The contractor will revise the interim report to reflect comments received from CMHC.

# **<u>Phase 3</u>: Implications**

In final Phase 3, and based on findings from Phases 1 & 2, the contractor will provide a thorough discussion on the implications of this analysis for predicting the Canadian regional housing behaviour. Specifically:

- A discussion on the potential drivers behind the dynamics of house price across centers including but not limited to: interregional migration, equity transfer, spatial arbitrage, economic interdependence, and informational factors.
- A discussion on the potential policy implications.
- A discussion on the robustness/limitations of the approaches and suggestions for future further research.

#### Deliverables #4:

- a) The contractor will prepare and submit for CMHC review a draft final report and a copy of the revised presentation. The draft final report must include:
  - a1) An executive summary
  - a2) Literature review/Annotated bibliography (Interim report #1 produced in Phase 1)
  - a3) Model development (Interim report #2 produced in Phase 2)
  - a4) Estimation Results and Analysis (Interim report #3 produced in Phase 2)
  - a5) Discussion on the Implications of the study findings (produced in Phase 3)
  - a6) Data used to run the model, and the codes.

The presentation must include speaking notes in plain language on the purpose, methodology and key findings from the study.

b) The contractor will revise the draft final report and the presentation to reflect comments received from CMHC.

#### 3.3.4 Project deliverables and timeline

The Contractor will complete and submit the deliverables according to the following timeline:

Deliverables	Description	Delivery timeline (in weeks
		after contract signing )
#1	a) Draft Interim # 1	a) Week 5
π1	b) Revised Interim report #1	b) Week 8
#2	a) Draft Interim # 2	a) Week 16
#2	b) Revised Interim report #2	b) Week 20
	a) Draft Interim report #3	a) Week 26
#3	b) National Office Presentation/discussion	b) Week 28
	c) Revised Interim report #3	c) Week 30
#4	a) Draft Final report and presentation	a) Week 34
	b) Revised Final report and presentation	b) Week 37

#### 4 SECTION 4 PROPOSAL REQUIREMENTS

#### 4.1 Overview of Section 4

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

Response Item

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

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

Requirements for each Response Item are detailed below.

# 4.2 Mandatory Proposal Requirements

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

# 4.3 Covering Letter

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

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

# 4.4 Table of Contents

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

# 4.5 Executive Summary

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

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

# 4.6 **Proponent's Qualifications**

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

- (a) A description of the firm, its organization, number of full-time employees and service specialization.
- (b) Resumés for all assigned project personnel, including subcontractors, if any.
- (c) References: A list of 3 most recent contracts of a similar size and scope which the proponent currently holds or has held. For each contract, the following information must be provided: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.

#### Mandatory

Mandatory

(d) A sample of work by the proponent, the quality of which (both in terms of the analysis and the writing style) is indicative of the quality which would be provided to CMHC in all drafts and final deliverables.

#### 4.7 Response to Statement of Work

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

The proposal should demonstrate the potential to add value to the existing knowledge and not just merely repeat the specifications of the Statement of Work. It should explain in detail how the proponent will complete the work and meet the requirements described in Section 3 (Statement of Work). The Response to the Statement of Work should identify the issues and challenges associated with meeting the goals of this project. It should also outline how the proponent plans to address these issues and challenges if awarded the contract.

#### 4.8 Project Management Plan

# The proponent shall describe its project management plan including;

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponent shall describe its approach to quality control including:
  - details of the methods used in ensuring quality of the work, and
    - response mechanisms in the case of errors, omissions, delays, etc.

(c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.

(d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.

(e) Interface with CMHC. The proponent shall describe and explain

- its interface points with CMHC
- all interface mechanisms, and
- how interface issues and difficulties will be resolved.

# 4.9 Financial Information

# Mandatory

Mandatory

Mandatory

# 4.9.1 Credit Check

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

# 4.10 Pricing Proposal

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.

**Mandatory** 

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

The proponent must submit a fixed (firm) price for all of the work outlined in Section 3, Statement of Work. The proponent must submit a breakdown of pricing information that indicates how the fixed price was calculated (including per diem rates per experience level of the consultant etc..).

# 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 <u>not</u> necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

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

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

# 5.2 Limitation of Damages

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

# 5.3 Evaluation Table

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

# 5.4 Evaluation Methodology

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

which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

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

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

Each compliant proposal that meets the minimum upset scores in each category shall then be evaluated using the "greatest score" evaluation process, where the proponent with the greatest overall score will be named the lead proponent(s).

# 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

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.

CMHC File No. 201503121

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Agreement")

**BETWEEN:** 

#### CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC")

- and -

**CONTRACTOR NAME** (the "Contractor")

Whereas the Contractor and CMHC, in consideration of the mutual covenants set out in this Agreement, agree with each other as follows (the "Agreement"):

#### **CMHC** – Signing Authority

Name, Title (of person authorized to sign)

#### **CMHC – For Internal CMHC Use**

Planning, Finance and Business Systems Policy and Research

Name, Title (of person authorized to sign) If a corporate entity: I am authorized to bind the Contractor

GST Registration Number (if applicable)

**CMHC** Representative **Representative Name** Canada Mortgage and Housing Corporation 700 Montreal Road, Ottawa, Ontario K1A 0P7 Phone: 613-Fax: 613-Email:

Contractor Representative **Representative Name Contractor Name** Address Phone: Fax: Email :

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Date

Date

Date

# I. The Work

The Contractor covenants and agrees to undertake and complete this project for the purpose for the purpose of reviewing prior housing market slumps and examining housing price changes diffusion process among main housing markets and price segments in accordance with the terms of reference set out in Schedule "A" ("the Work").

# 2. Term

The Term of this Agreement shall be from \_\_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier in accordance with the terms of this Agreement (the "Term")

# 3. Termination

- 3.1. It is understood and agreed that CMHC may at any time, and for any reason terminate this Agreement and require the Contractor to discontinue the Work by giving the Contractor 20 days written notice. Upon delivery of such notice, the Contractor shall deliver to CMHC, in the manner directed by CMHC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-progress which the Contractor has produced. In the event of termination under this provision, the liability of CMHC for payment to the Contractor shall be limited to and shall not exceed payment of an amount which, in the opinion of CMHC, is reasonable payment for the partial performance of Work completed at the date notice of termination is delivered.
- 3.2. In a case of default by the Contractor, CMHC may, by giving five (5) days written notice to the Contractor, terminate this Agreement without charge with respect to all or any part of this Agreement. The following will constitute events of default:
  - 3.2.1. The Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor, within ten (10) 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 or takes reasonable steps to cure such breach, and (b) indemnifies CMHC for any resulting damage or loss;
  - 3.2.2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
  - 3.2.3. The Contractor commits fraud or gross misconduct; or
  - 3.2.4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor.
- 3.3 In the event that CMHC terminates this Agreement under any section in clause 3, CMHC may arrange, upon such terms and conditions, and in such manner as CMHC deems

appropriate for the Work to be completed, and the Contractor shall be liable to CMHC for any excess costs relating to the completion of the Work.

# 4. Financial

- 4.1. CMHC's financial liability under the terms and conditions of this Agreement shall not exceed \$\_\_\_\_\_ (before applicable taxes).
- 4.2. The amount payable to the Contractor by CMHC pursuant to clause 4.1 is exclusive of all taxes and duties that may be payable to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes or duties shall be payable to the Contractor in addition to the amount payable pursuant to clause 4.1 unless specifically agreed to between the Contractor and CMHC.
- 4.3. GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the amounts payable pursuant to this Agreement and shown as a separate item on an invoice. Where the Contractor is required to collect the GST/HST and/or the Quebec Sales Tax (QST), the invoice issued by the Contractor shall show the Contractor's GST/HST and/or QST number. The Contractor shall duly remit to the Canada Revenue Agency and/or provincial authorities any amounts of GST/HST and/or QST collected on the amounts payable pursuant to this Agreement.
- 4.4. Payment to the Contractor shall be made in accordance with and subject to the terms and conditions specified in Schedule "B".
- 4.5. 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. 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;
  - 4.5.1. Directing the contractor to redo the Work or part of the Work which was not completed to CMHC's satisfaction;
  - 4.5.2. Withholding payment due or accrued due to the Contractor for services rendered pursuant to this Agreement;
  - 4.5.3. Executing the Work, or arranging for the execution of the Work by a third party and setting off all costs associated with such execution against the amount payable to the Contractor; and
  - 4.5.4. Terminating this Agreement for default in accordance with clause 3.
- 4.6. Any payments made to the Contractor by CMHC pursuant to article 4.1 in respect of services rendered in Canada will be subject to a 15% withholding as required by the

Income Tax Act regulations. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

# 5. Invoices, Notices and Requests for Payment

- 5.1. All invoices, notices and requests for payment must make reference to this Agreement by quoting the CMHC file No. 201503121 and be forwarded to the CMHC Representative identified on page 1 of this Agreement.
- 5.2. At a minimum, invoices shall be submitted on a quarterly basis, and shall contain the following information: Contractor's name and address, description of the services provided, rate, total amount claimed, GST, PST or HST as applicable.
- 5.3. The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the service or delivery of the goods.

# 6. Audit

The Contractor shall keep proper and detailed records and statements relating to this Agreement during the Term and for a period of three (3) years following the end of the Term and any renewals thereof. The Contractor shall at all reasonable times, in the event of an audit, permit inspection of such records and statements by CMHC's internal or external auditors. The Contractor shall provide CMHC's auditors with sufficient original documents in order to conduct the audit. An audit may be conducted without prior notice, however CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations.

# 7. Final Report

Where the Contractor is to prepare a final report, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. The content and form of the report will be consistent with the specifications as outlined in the terms of reference in Schedule "A".

# 8. Intellectual Property

- 8.1. For the purpose of this Agreement, Intellectual Property shall include any documents, reports, information and materials in any form.
- 8.2. CMHC shall retain all rights which it holds in any pre-existing Intellectual Property and shall be the sole owner of all rights in any Intellectual Property developed in the course of the Work, irrespective of the manner in which the Intellectual Property comes into existence (hereinafter referred as « CMHC Intellectual Property»). The Contractor agrees to acknowledge CMHC's rights in the CMHC Intellectual Property upon request by CMHC.

- 8.3. The Contractor shall have no right in the CMHC Intellectual Property except as may be granted in writing by CMHC. The Contractor shall not divulge, release, copy, modify or publish the CMHC Intellectual Property without the prior written consent of CMHC.
- 8.4. Nothing in this Agreement shall affect the ownership of any pre-existing Intellectual Property rights in any tools, methodologies, databases and materials used to produce the CMHC Intellectual Property.
- 8.5. Where a Subcontractor may create CMHC Intellectual Property in the course of the Work, the Contractor is solely responsible for ensuring that all rights in the Intellectual Property are transferred to CMHC in compliance with clause 8.2 above.
- 8.6 In the event the Contractor intends to incorporate intellectual property belonging to a third party, or derivatives thereof, into the Work, the Contractor represents and warrants that it has secured all necessary rights to grant CMHC the right to (copy, publish, modify, create derivatives) of the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this Agreement.

# 9. Publication

9.1. CMHC

- 9.1.1. Is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
- 9.1.2. Has the right to edit or publish the final report, in part or in its entirety;
- 9.1.3. Shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
- 9.1.4. May, at its discretion, or shall, if directed to do so by the Contractor, delete references to the Contractor in any edited version of the final report

# 10. Photographs

- 10.1. All images included in the text of the report, either photographs or diagrams, must also be provided separately on a CD as PDFs, TIFFs, JPEGs, or EPSs with a minimum resolution of 300dpi. The Contractor acknowledges that images embedded in the text are not suitable for CMHC's publication process, but may include such images to indicate suggested image placement in the report.
- 10.2. The Contractor is responsible for obtaining all necessary rights to allow for the unrestricted publication of photographs, technical drawings, diagrams, charts and tables by CMHC and shall advise CMHC where acknowledgement of the photographer or author is required. Upon request by CMHC, the Contractor shall provide a sworn representation that is has obtained the required rights.

# II. Confidentiality

The Contractor or its agents will treat as confidential during, as well as after the Term of this Agreement, all information relating to the affairs of CMHC and all personal information of which it acquires knowledge in consequence of or incidental to the performance of its obligations under this Agreement. The Contractor acknowledges that CMHC is subject to federal Access to Information and Privacy legislation and agrees that it will take all measures necessary to facilitate CMHC's compliance with its obligations and to protect the information from disclosure, whether inadvertent or intentional.

#### 12. Indemnification

- 12.1. The Contractor agrees to indemnify and save harmless CMHC and its directors, officers, employees and agents from and against all loss, damages, costs, expenses, claims, demands, actions or other proceedings of any nature and kind, arising from or in consequence of an act or omission of the Contractor or its employees or agents. This indemnity shall be applicable whether such claims, actions or proceedings are brought in the name of CMHC, or the Contractor or any directors, officers, employees or agents thereof.
- 12.2. CMHC retains the right to approve or refuse any proposed settlement of a claim, action or proceedings, and to assume control over its defence at any time provided that it assumes the costs of defending the claim incurred from the time at which it assumes control.
- 12.3. This clause shall survive the termination of the Agreement.

#### 13. Insurance

13.1. Commercial General Liability Insurance

The Proponent will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with 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:

- $\cdot$  cross liability including severability of interest
- · personal Injury
- · blanket contractual liability
- $\cdot$  employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- $\cdot$  non owned automobile liability
- $\cdot$  Canada Mortgage and Housing Corporation to be added as additional insured.
- · 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7

 $\cdot$  contractors 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).

#### **Other conditions**

- 13.2. If there are material changes in the scope of Services provided under this Agreement, CMHC may, via the Service Level Change Procedures, request changes to the minimum insurance coverages set out above.
- 13.3. All insurance policies required to be maintained by Contractor pursuant to this Section (#12) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.
- 13.4. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section (# 12). In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section (#12) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section (#12). A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.
- 13.5. Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section (#12), the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.
- 13.6. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Contractors at its own expense.

# 14. Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this Agreement. It and its employees, officers and agents are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees and agents. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and payroll deductions required in

respect of its employees. All personnel shall, at all times, and for all purposes, be solely in the employment of the Contractor.

# 15. Replacement of Personnel

15.1. It is agreed that the following individual(s) will perform the Work (or provide the Services) and shall exercise active control over all aspects of the Work (Services) and shall be directly involved in all major decisions:

#### Insert names of individuals

CMHC's selection of a Contractor to perform the Work (Services) shall be considered as the engagement of the named individual(s) personally, even though CMHC may be engaging the services of a firm. Major roles in the performance of the Work (Services) may not be assigned to other individuals without obtaining the prior written consent of CMHC.

- 15.2. In the event that the individuals named in this clause are unable to perform all of the Work (Services) for any reason and CMHC does not accept any replacements proposed by the Contractor, CMHC may terminate this Agreement immediately with no further obligation of any kind to the Contractor.
- 15.3. To request CMHC's consent to replace an individual assigned to all or part of the Work (Services), the Contractor shall provide CMHC with a description of the qualifications, experience and competencies of the individual being proposed as the replacement. CMHC shall have full discretion to consent or to refuse to consent to the assignment of the Work (Services). All other obligations of the Contractor, including timing requirements, will not be affected by a request under this clause and will remain in full force and effect.

# 16. Assignment

This Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC.

# 17. 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 provide immediate written notice by registered mail describing the event(s) that constitute(s) a force majeure or an act of God. Without limiting 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. In

the event it receives notice of a force majeure or act of God CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

## 18. Conflict of Interest

- 18.1. 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.
- 18.2. 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.
- 18.3. 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 this Agreement. All portions of the Work which have been completed at the date of termination shall be delivered 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 this Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- 18.4. 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 benefit from this Agreement.

# **19. House of Commons**

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

# 20. Metric Measurement

All reports or other information and material to be furnished to CMHC in accordance with the requirements of the work which contain written statements, reference to or tabulations of measured quantities shall be submitted by the Contractor in metric (SI) units.

# 21. Binding Agreement

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

## 22. Guarantee / Warranty

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 any way.

#### 23. Corporation Identification

It is agreed that the Contractor will make no use whatsoever of the name, logo or other official marks of CMHC without the prior written consent of CMHC.

#### 24. 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. Attached as Schedule C to this Agreement is a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) which the Contractor must complete and sign prior to execution of this Agreement.

#### 25. Scope of Agreement

It is agreed that this instrument embodies the entire agreement of the parties hereto with regards to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

# SCHEDULE "A"

#### **TERMS OF REFERENCE**

# 1. SCHEDULE "B"

# MANNER OF PAYMENT

If the Contractor is not in breach of any of its obligations under this Agreement, the Contractor will be paid in accordance with the following schedule:

(All payments are contingent upon the Work being performed to the satisfaction of CMHC. CMHC shall retain full discretion to accept or reject the Work.)

(The phases should follow the phases set out in Schedule "A".)

1. Upon the contractor having completed (work, e.g. "Phase 1 of the work as set out in Schedule "A") by (insert date) and upon submission and issuance of written acceptance of (insert deliverable) by CMHC......\$

# SCHEDULE "C"

## **Supplier - Direct Deposit and Tax Information Form**

# Please disregard this form if you have already provided this information to CMHC, if not previously provided, please complete the next page.

Pursuant to paragraph 221 (1)(d.1) of the Income Tax Act, CMHC must issue T1204 supplementary slips indicating all service contract payments (including contracts for mixed goods and services) for the calendar year.

#### 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 90 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 \_\_\_\_\_\_, 2015 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	Α	В	С	D
	EVALUATION CMTEMA	WEIGHT 100 Total	POINTS 0 to 5	UPSET SCORE	SCORE AxB
Q	ualification and Experience (section 4.6)				
wit in e	es the project research team include at least one member th a university degree and at least 5 years of experience economic research and econometric modeling in housing rket or related fields?				
	the work sample(s) and professional profiles of the project's m demonstrate the following technical abilities: experience in housing market research and analysis expertise in econometric modelling (in housing markets or related fields)	25		87.5	
	expertise and knowledge of data to the scope of this study credential in economic analysis and other areas of expertise related to the analysis technical and professional ability to deliver high quality reports on economic issues.				
Re	esponse to the Statement of Work (section 4.7)				
1)	Project Scope Does the proposal demonstrate a solid understanding of the project objectives and deliverables?				
2)	Does the proposal respond to the Statement of Work and demonstrate the team's potential to add value to the existing knowledge or does it merely repeats the specifications of the Statement of Work?	40		140	
3)	Does the proposal outlines a detailed methodology for conducting this study that addresses questions specified in section 4.7 of this RFP?	10		110	
4)	Is the proposed methodology appropriate to meet the stated objectives and is it expected to produce the required deliverables as described in this RFP?				
5)	Does the proposal clearly state how this research including all deliverables can be completed within the project term?				

EVALUATION CRITERIA	Α	В	С	D
	WEIGHT 100 Total	POINTS 0 to 5	UPSET SCORE	SCORE AxB
Issues and Challenges (section 4.7)				
<ol> <li>Does the proposal identify issues and challenges associated with meeting the objectives of the project, and</li> <li>Does the proposal outline ways of addressing these in the event that they occur?</li> </ol>	10		35	
Project Management (section 4)				
Does the proposal clearly describe the method for planning, managing and implementing this project, including: 1) -assignment of tasks to team members, 2) -activity scheduling, 3) -project status tracking mechanism 4) -and communications with CMHC?	15		52.5	
Pricing				
The proponent, meeting all of the above upset scores, 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.	10		n/a	
TOTALS	100			

# **APPENDIX C**

#### **Mandatory Compliance Checklist** 7.3

- Submission Deadline Section 2.3
- Offering Period Section 2.7 Proponent's Qualifications Section 4.6 Section 4.7
- Response to Statement of Work
- Project Management Plan Section 4.8
- **Financial Information** Section 4.9
- **Pricing Proposal**
- Proposed Contract
- 7.1 Certificate of Submission (Section 7 Appendices, Appendix A)

Section 4.10

Section 6