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REQUEST FOR PROPOSAL

FOR

RESIDENTIAL REAL PROPERTY DATA SERVICES IN BRITISH COLUMBIA

LIMITED INFORMATION

Date issued: March 10, 2016

Solicitation Closes: April 11, 2016

Solicitation File # : 201600476

Originating Department: Insurance
Innovation

Contracting Authority: CMHC

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Security Classification: PROTECTED

Ce document est disponible en français

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 one or more contract(s) with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of obtaining property sales and assessment information on residential real estate properties in the province of British Columbia on an as-when-required basis. CMHC gathers property information from a wide range of internal and external resources. The comprehensive, accurate, and up-to-date property information provided by the proponent(s) will help CMHC to deliver its various products and services related to housing finance, housing market analysis, etc.

The initial term of any Contract shall be for a period of three (3) years. This Contract may be renewed for an additional two (2) one-year periods, not to exceed a cumulative total of five (5) years, including the initial 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.

If you are interested in taking part in the RFP process, you must enter into the attached form of Confidentiality and Non-Disclosure Agreement (NDA) with CMHC prior to receipt of an RFP containing the detailed requirements. You must sign and return the NDA to CMHC. The RFP will be issued to only those companies that have signed and submitted a copy of the NDA to:

Jennifer Cote
Procurement Advisor
Fax: (613) 748-2554
Email: jecote@cmhc-schl.gc.ca

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 Jean-Yves Duclos.

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

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead proponent(s), and outline the terms and conditions under which the successful proponent(s) 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.

Proponents may be retained under contract to perform work on an as-when required basis. Contracts will not constitute financial commitment by CMHC, nor will it guarantee work volumes to any vendor.

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

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

1.5 Schedule of Events

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

Date	Activities
Mar 10, 2016	Request for Proposal issued
Apr 11, 2016	Submission Deadline
May 25, 2016	Evaluation and Selection of lead proponent(s)
Jun 10, 2016	Finalize contract with lead proponent(s)
Jun 13, 2016	Contract award
Jun 15, 2016	Announcement of successful proponent(s)
Jun 27, 2016	Debriefing to unsuccessful proponents as requested

1.6 Mandatory Requirements

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

Mandatory requirements are identified in:

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

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponent.

1.7 Proponent Feedback

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

Proponents may submit comments labelled as *Proponent Feedback RFP # 201600476* to the name and address provided in Section 2.4.

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

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

1.8 Income Tax Reporting Requirement

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

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

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

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

2.2 Certificate of Submission Mandatory

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

Proponents must agree to and comply with provisions I through XIV in the Certificate of Submission and 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(s).*

*** 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 # 201600476

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(s) 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. EST (local Ottawa time) on April 11, 2016

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:

Jennifer Cote, Procurement Advisor

Fax: 613-748-2554

E-mail: jecote@cmhc-schl.gc.ca

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

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

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

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

2.5 Communication

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

2.6 Proponent Contact

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

2.7 Offering Period Mandatory

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

2.8 Changes to Submission

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

2.9 Multiple Proposals

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

2.10 Acceptable Alternative

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

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

2.11 Liability for Errors

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

2.12 Verification of Proponent's Response

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

2.13 Ownership of Responses

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

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at **each item** or at the **top of each page**. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, proponents are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.14 Proprietary Information

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

All information contained in this RFP, including but not limited to the test sample and test report, is CMHC's proprietary and Confidential Information and the proponent is bound by the terms of the Confidentiality and Non-Disclosure Agreement with respect to the existence of this RFP, its contents, and all matters arising out of or in connection with 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(s) 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(s) 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 except for the Data. 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 except in relation to the Data, as provided for in the law of copyright. With respect to the Data, the Contractor will be required to be in a position to provide CMHC with the rights to use it for the purpose of the National Housing Act (Canada), disclose it within the Government of Canada and retain it indefinitely. 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 person who have a need to know this information in order to perform the Work under the Contract.

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

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.

As a condition precedent to receiving a copy of this full version of the RFP containing more details to be disclosed, the proponent has entered into and shall adhere to the terms of the Confidentiality and Non-Disclosure Agreement and agrees to be continually bound by that agreement regardless of whether or not the proponent submits a submission, and regardless of whether the proponent is selected as the successful proponent(s). In addition, the proponent shall ensure that this RFP and its contents and all related materials (including but not limited to the test sample and test report); the proponent's submission (if any) and its contents and all related materials; and if selected as the successful proponent(s), all information it and its employees, agents and sub-contractors collect pursuant to the contract or in providing the Services shall be stored in Canada and expressly agrees to segregate such Information (whether in electronic format or in hard copy) from any other information in a separate repository.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective proponent(s) 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.

CMHC will form an Agreement with the proponent(s) that obtain the best score, as per the evaluation table in Appendix B. Should more than one proponent be selected, CMHC reserves the right to divide the work between proponents and acquire different Data elements from different proponents in a way which best meet our business requirements.

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 (6.6).

3.3 Statement of Work

3.3.1 Background Canada Mortgage and Housing Corporation (CMHC) is the national housing agency of Canada, and it administers the National Housing Act (Canada), an Act to promote the construction of new houses, the repair and modernization of existing houses, and the improvement of housing and living conditions in Canada, through different business avenues: insurance and securitization, assisted housing, and research and information transfer. As Canada's authority on housing, CMHC provides housing loan related risking/assessment and insurance, guarantees securities issued on the basis of housing loans, funds assisted housing programs, and offers housing-related loans and investments. In addition, CMHC conducts research to improve housing and living conditions of Canadians and shares the information within the Government of Canada and sometimes publicly. These are collectively referred to as the "Purpose(s)" hereinafter.

CMHC wishes to enter into a contract with one or more proponent(s), who will provide CMHC with data and data-based reports that detail various information and attributes in relation residential real property in the entire Province of BC. The data and reports shall enable CMHC to gather information related to the Purposes and housing finance, housing, and residential properties. This information will be used by CMHC in delivery of its various products and services. CMHC shall be entitled to use the Data

contained in the reports related to the Purposes and is not restricted in the use of the Data in any manner that does not involve the resale of data to a third party.

Small firms are encouraged to cooperate with other firms that can provide quality service (“lead firms”) to submit a comprehensive proposal. Lead firms submitting a proposal are responsible for and must arrange any subcontracting work and agreements with small firms which have local real estate market knowledge. The lead firm submitting a proposal, however, will be CMHC's point of contact for every day service, quality and billing.

More than one firm may be selected as lead proponent.

3.3.3 Objective

The objective of this RFP is to select one or more proponent(s) with the capability to provide **residential real property information, including location, sales and assessment information, ownership, and property characteristics**, (all as further set out in Section 3.3.7.2) on all eligible residential real properties in the Province of British Columbia, Canada.

As the result of this RFP, CMHC intends to enter into a contract with the successful proponent(s). The initial term of any contract shall be for three (3) years. The contract may, at CMHC’s option, be renewed for up to two (2) additional one-year periods. The maximum term shall not exceed a cumulative total of five (5) years, including the initial term and any renewals thereof.

3.3.4 Performance Specifications

CMHC seeks to obtain comprehensive, accurate and up-to-date property Data (on a monthly basis) from the proponent(s) during the service term agreeable by both parties (e.g., 3-year contract that may be followed by two (2) one-year renewals). The proponent(s) shall grant CMHC a license that authorizes CMHC users to use, reproduce, adapt, translate, convert and modify the Data, in any manner and for any purpose that does not involve the resale of the Data to a third party with the rights to use it for the purpose of the National Housing Act (Canada) and to disclose it within the Government of Canada.

The Data will be integrated into CMHC’s computing system and used for Purposes as described in Section 3.3.1.

3.3.8 Innovation and Added Value

CMHC values and welcomes innovative initiatives from Proponents. Innovation can be demonstrated by seeking opportunities to make effective decisions and improve organizational performance or in finding other innovative ways to provide added value to our mutual clients. The proposal should identify such opportunities and possibly demonstrate how these services and/or actions could qualify as an innovative solution to CMHC.

Examples of innovation are, but not limited to, new or improved methods of communication that would allow seamless integration of platforms into CMHC's current systems, new mechanisms that would better identify misrepresentation and possibly avoid fraud, etc.

In addition, if the proponent has other complimentary or supplementary products to offer as well as those requested in section 3.3.6, the proponent is welcome to do so. However, as with other work elements, these items must be priced separately and available on their own.

3.3.9 Constraints

- The proponent will remain the owner of the Data or will hold copyrights or licenses and other intellectual and proprietary rights in the Data that will allow CMHC to use the Data and retain it indefinitely;
- The proponent shall have the authority to and will grant to CMHC a non-exclusive, non-transferable, perpetual, royalty free license to authorize use by individual end users of the Data for CMHC's Purposes as described in Section 3.3.1;
- CMHC may use, reproduce, adapt, translate, convert, agglomerate and modify the Data in any manner and for any such Purposes that does not involve the resale of data to a third party;
- CMHC may create derivative works based on the Data and shall not be limited with respect to its use of such derivative works; and
- CMHC agrees to comply with all applicable laws, including without limitation any privacy and access to information laws, related to the use of the Data. 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.

3.3.11 Responsibilities

The proponent will be solely responsible for acquiring, verifying, cleaning, repackaging, and delivering the Data to CMHC during the service term. The proponent shall include in its fixed (firm) price (see Section 4.9) any and all costs associated with these activities, including but not limited to programming or developmental costs and/or system upgrades that may be required to deliver the requested services to 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	Executive Summary
4.6	Proponent's Qualifications
4.7	Response to Statement of Work
4.8	Financial Information
4.9	Pricing Proposal

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

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

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

4.3 Covering Letter

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

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

4.4 Table of Contents

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

4.5 Executive Summary

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

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

4.6 Proponent's Qualifications

Mandatory

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

- (a) References: A list of contracts of a similar size and scope which the proponent currently holds or has held over the past 24 months. For each contract, the following information: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (b) Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?
- (c) A detailed list of all suppliers from which the proponent obtains original property sales and/or assessment information, and brief description of the relationship between the proponent and the suppliers.

4.7 Response to Statement of Work

Mandatory

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

Detailed responses to the requirements shall describe how the proposal meets each requirement. If there are any deficiencies, the proponent shall list them and indicate how they are to be overcome. The proponent shall describe the flexibility of the product/service where it is over and above that stated as a requirement.

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

Instructions on how to respond to each subsection of the SOW are detailed as follows:

Response to Section 3.3.4 - Performance Specifications

- Confirm that the proponent will accept CMHC's intended licensing terms for the specified period in principle.

Response to Section 3.3.5 - Scope

- Confirm that the proponent will provide property sales information across the province for which the proponent has information and describe: the primary source/supplier, geographical coverage/exceptions, availability of historical records on previous sales, availability of the last completed sales records for all properties, availability of new transaction information, and frequency of updates; and
- Confirm if the proponent can provide property assessment information in any municipality; if so, specify the municipality(ies) and describe: the primary source/supplier, geographical coverage/exceptions, availability of most recent assessment results, availability of future assessment information, and expected dates.

Response to Section 3.3.6 - Deliverables

- Describe details of the information the proponent may include in the Initial Bulk Delivery, such as the types of information, estimated count of property records available, available date, as well as the data dictionary that would be included, etc.;
- Describe details of the information the proponent may provide in Monthly Updates, such as types of information, estimated count of property records, frequency of updates, available dates, etc.; and

Response to Section 3.3.7 - Technical Requirements

As a part of this RFP, the proponent is required to perform a test using a data sample prepared by CMHC. The data sample is provided in the electronic file "RFP201600476_data sample_BC.csv". Detailed test instructions are provided in Appendix E.

- Produce one or more Test Report(s) that contains property information available from the proponent's database on the records in the data sample provided by CMHC;
 - Save the test results in Test Report(s) in MS Excel, or CSV format; include the Test Report(s) and completed certificate (Appendix E) as part of your proposal;
 - In addition, describe the proponent's overall data collection process from the original sources, and identify if it involves any manual process; and
 - Describe the in-house quality control system, procedures and standards the proponent follows to ensure the accuracy and reliability of the Data. Also provide what are the response mechanisms in the case of errors, omissions, and delivery delays.
 - Provide a table, as per example provided, which lists all data elements and data characteristics (data type and length) that will be part of the deliverables, along with the percent of availability of the data element.
- Confirm that the proponent will provide all the Basic data elements listed in subsection 3.3.7.2;
 - Provide a detailed list of all other data elements that the proponent can offer to CMHC, including but not limited to the Basic and Additional data elements listed in subsection 3.3.7.2. All Basic data elements must be clearly labeled and identified;

- Include a description of the Data file, such as the format to use, name of the data fields , type (number or character), description of the specific data fields, reference table with code values, and any other information that will help CMHC interpret the proponent(s)'s Data properly; and
- Confirm that the proponent will deliver the Data file to CMHC in the electronic format and via File Transfer Protocol (FTP) as specified in subsection 3.3.7.3 and 3.3.7.4; if not, please indicate preferred file format and/or media of data transmission.

Response to Section 3.3.9 - Constraints

- Confirm that the proponent is agreeable to the conditions listed in this section as a part of the data licensing contract with CMHC;
- Describe other key requirements the proponent may want to include as conditions to licensing the Data to CMHC.

Response to Section 3.3.10 - Mandatory

- Provide a summary on the Proponent's capability to fulfill all of these essential and mandatory requirements.

Response to Section 3.3.11 - Responsibilities

- Confirm that the proponent is agreeable to assuming these responsibilities.

4.8 Financial Information

Mandatory

4.8.1 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.

4.8.2 Other

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

4.9 Pricing Proposal

Mandatory

The proponent must submit **fixed (firm) prices** for the Data it proposes to offer and must provide **pricing breakdown** using the table in Appendix F. Failure to provide pricing breakdown may result in disqualification. The pricing is to be based on the following categories listed below:

Mandatory Services:

- Basic Data Elements

Optional Services:

- Basic Assessment Data Elements
- Additional Data Elements

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

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated. The proponent(s) shall indicate the applicability of tax owing (GST and/or PST) to the prices quoted in the pricing tables in Appendix F.

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

Note: The proponent shall include in its fixed (firm) price any and all costs associated with acquiring, verifying, cleaning, repackaging, and delivering the Data including but not limited to programming or developmental costs and/or system upgrades that may be required to deliver the requested services to CMHC. All such costs are the sole responsibility of the Proponent and in no event shall CMHC be responsible for paying any amounts in excess of the Proponent's prices quoted in its response.

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(s) and finalize and sign a contract.

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

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

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

5.2 Limitation of Damages

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

5.3 Evaluation Table

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

5.4 Evaluation Methodology

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

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

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

Each compliant proposal that meets the minimum upset scores in each category shall then be retained under contract and called upon to perform work on an as-when required basis.

5.5 Financial Evaluation

CMHC may carry out a credit check and/or a financial capacity on the lead proponent(s) before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent(s) may not enter into contract discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent(s) as per Section 4.8 of this RFP.

5.6 Proponent(s) 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(s) for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent(s) cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent(s) may meet the requirements, CMHC will continue the process with the secondary proponent(s) and so on.

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

6 SECTION 6 PROPOSED CONTRACT

MANDATORY

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(s) is selected by CMHC to enter into a contract agreement.

For the purposes of this section the term "Contractor" refers to the successful proponent(s) 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 are mandatory and must be accepted by the proponent(s).

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

PROPOSED CONTRACT

CMHC FILE No. P-201600476

THIS CONTRACT made this _____ day of _____, _____.

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

(hereinafter referred to as "CMHC")

AND _____

(hereinafter referred to as "the Contractor")

WHEREAS CMHC wishes to obtain residential property information, including but not limited to information related to location, sale prices, assessment values and property characteristics, all as more specifically set out in Schedule A hereto, for eligible residential properties in province of British Columbia.

AND WHEREAS the Contractor wishes to provide CMHC with such information on the terms and conditions set out herein;

NOW THEREFORE in consideration of the mutual agreements, covenants and undertakings contained in this Contract, the sum of \$10, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions:

"Individual" means a member of the public.

"Authorized End User" means an officer, director, employee, agent, or consultant of CMHC and the Government of Canada.

2. Content of Licensed Material; Grant of License

(a) **Content.** The materials that are the subject of this Contract shall consist of the data, information and reports listed in Schedule A hereto (collectively, the "Licensed Information") for all residential real properties in the Province of British Columbia (inclusive of all municipalities, urban and rural areas, and on reserve) that are recorded in British Columbia provincial land registration system and subsequently recorded in the municipal assessment authority systems (collectively, the "Eligible Properties").

(b) **Licence.** Subject to the terms and conditions of this Contract, the Contractor grants to CMHC a non-exclusive, non-transferable, perpetual, royalty-free licence (the "Licence") , to use and authorize use by individual Authorized End Users of the Licensed Information. The Licensed Information may be used for any purpose related to CMHC's activities, including: insurance and securitization, assisted housing, research and information transfer, and international activities (collectively, the "Purposes").

- (c) **Limitation.** The rights granted by the Licence authorize Authorized End Users to display, print, distribute, reproduce, agglomerate, receive, store, retrieve, copy, adapt, extract, use, translate, convert, and modify the Licensed Information, and integrate all or any part of the Licensed Information into its databases, all in relation to its Purposes.
- (d) **Consent.** Use of the Licensed Information in any other manner or through any other means of distribution shall require the prior written consent of the Contractor.
- (e) **Integrity of Data.** CMHC may alter the format, but not the data included in the Licensed Information. CMHC shall promptly advise Licensor of any errors in the Information of which it becomes aware.
- (f) **Resale, Distribution.** CMHC may use the Licensed Information for any purpose that does not involve the resale of the Licensed Information to a third party.
- (h) **Derivative Works.** It is expressly acknowledged and agreed that CMHC has the right to create derivative works based on the Licensed Information, and shall not be limited in the use or distribution of any such derivative works.

3. Delivery of Licensed Information to CMHC

During the Term, and any renewals thereof, the Contractor shall provide CMHC with the Licensed Information in the following reports:

(A) Initial Report

By no later than [60 days after the start of the Term], the Contractor shall provide CMHC with an initial bulk delivery (the "Initial Report") containing all available Licensed Information set out in Part One of Schedule A on all Eligible Properties for the period of [insert applicable date] to [insert applicable date] as well as a data dictionary describing the Initial Report.

(B) Monthly Reports

By no later than the [insert a date] day of each month during the Term, the Contractor shall provide CMHC with a monthly report (the "Monthly Report") containing all the Licensed Information set out in Part One of Schedule A on Eligible Properties that has been registered since the previous Monthly Report.

Copies of the reports will be provided to CMHC through electronic transfer, using CMHC's FTP (File Transfer Protocol) server. The reports will be provided in [specified format].

4. CMHC Obligations

- (a) **Unauthorized Use.** CMHC will promptly notify the Contractor if it becomes aware of any unauthorized use of the Licensed Information and will take such steps as CMHC considers are reasonably necessary to prevent further unauthorized use.
- (b) **Restrictions on Reproduction.** Authorized End Users who access the Licensed Information shall be permitted to copy, reproduce, modify, and print portions of the Licensed Information for CMHC use only, for its Purposes, provided that the Contractor is identified as the source of the Licensed Information on all copies and all copies contain the Contractor's copyright notice. CMHC shall not authorize or knowingly permit any recipient of the Licensed Information to reproduce or retransmit the Licensed Information for any other purpose.

5. Representations and Warranties

Contractor Warranties.

- (a) The Contractor warrants that it has the right to license the rights granted under this Contract to use the Licensed Information, that it has obtained any and all necessary permissions from third parties to license the Licensed Information, including any necessary consents under applicable privacy legislation, and that use of the Licensed Information by Authorized End Users in accordance with the terms of this Contract shall not infringe the copyright or any other intellectual property rights of any third party. The Contractor shall indemnify and hold CMHC, its directors, officers, employees, successors and assigns and Authorized End Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Information by CMHC or any Authorized End User in accordance with the terms of this Contract. This indemnity shall survive the termination of this Contract. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS CONTRACT IS APPLICABLE TO THIS INDEMNIFICATION.
- (b) The Contractor warrants to CMHC that the entering into of this Contract and performance by the Contractor has been duly authorized by the Contractor, and such performance is not limited, restricted or in conflict with any other agreement by which The Contractor is bound.

CMHC Warranties.

CMHC warrants to the Contractor that the entering into of this Contract and performance by CMHC has been duly authorized by CMHC, and such performance is not limited, restricted or in conflict with any other agreement by which CMHC is bound.

6. Intellectual Property

- (a) **The Contractor Maintains Ownership.** The copyright in and title to the Licensed Information, and any patent, trade mark, service mark, trade secret and trade name related thereto, shall remain with the Contractor.
- (b) **Infringement.** If the Contractor determines that it no longer has the right to provide any part of the Licensed Information, or has reasonable grounds to believe that any part of the Licensed Information or the use thereof is or is likely to become the subject of any infringement claim or action, the Contractor shall provide written notice to CMHC of the withdrawal of such part of the Licensed Information prior to the due date for the provision of the next Report. If in CMHC's opinion, any such withdrawal renders the Licensed Information less useful to CMHC or its Authorized End Users, the Contractor shall reimburse CMHC in an amount that the withdrawal is proportional to the total Fees owed by CMHC under this Contract.

7. Indemnities.

Each party shall defend, indemnify and hold harmless the other, including its directors, officers, employees, successors and assigns, from and against any and all expenses, losses, claims, damages, awards, penalties or injuries, including reasonable attorney's fees, which arise from any claim by any third person or entity arising from the alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive termination of this Contract.

8. Term and Termination

- (a) **Term.** This Contract shall be in effect commencing on [insert starting date] and ending on [insert end date]. This Contract shall automatically renew at the end of the current Term for two separate 1 year terms, upon the same terms and conditions. However, this Contract, and any renewals thereof, shall not

renew if either party has delivered to the other a written notice of intent not to renew this Contract and such notice of intent must be received by a party not less than 30 days in advance of the end of the current Term, or 30 days in advance of the end of the first renewal term, as applicable.

- (b) **Termination Without Cause.** Either party may terminate this Contract without cause by giving 60 days written notice to the other party.
- (c) **Termination With Cause.** This Contract may be terminated for cause, if a party shall fail to perform any obligation set out in this Contract and such default continues for a period of fifteen (15) days after written notice of such failure has been given by the other party.
- (d) **Post Termination.** Upon termination of this Contract for any reason,
 - (i) The Contractor will send CMHC an invoice within thirty days for all services provided up to the date of termination;
 - (ii) CMHC shall pay all outstanding amounts owing at the date of termination, whether invoiced or not, including all late payment charges;
 - (iii) CMHC will discontinue all use of the Contractor's trademarks; and
 - (iv) Authorized copies of the Licensed Information may be retained by CMHC and Authorized End Users and used subject to the terms of this Contract.

9. Fees and Payment

- (a) **Fees.** The Contractor will invoice CMHC monthly in respect of the Licensed Information as set out in schedule B.
- (b) **Payment.** CMHC agrees to pay all the Contractor invoices within 30 days after the date of the invoice. If CMHC fails to pay any fees when due, in addition to all other rights and remedies available to the Contractor, the Contractor shall have the right to terminate service to CMHC, and to charge interest on all outstanding amounts at a rate of 5% per annum, calculated monthly, until all outstanding amounts are paid in full.
- (c) The Contractor acknowledges and agrees that the amounts set forth in Section 9(a) and schedule B are inclusive of all costs and out-of-pocket expenses associated with the Contractor's provision of the goods and services hereunder.
- (d) **Taxes.** In addition to the fees provided for under this Contract, CMHC shall pay all applicable federal and provincial sales, use or value added taxes or other government fees or levies payable with respect to the services provided from time to time. If CMHC is exempt from the payment of any such tax or levy, it shall provide the Contractor with all documents and information required to apply such exemption.

10. Confidentiality

- (a) **Personal Information of the Individual.** Each party will comply with all applicable legal requirements with respect to personal information and, without limiting the generality of the foregoing, nothing in this Contract shall be construed in a manner that would contravene the *Access To Information Act (Canada)* or the *Privacy Act (Canada)*.
- (b) **Confidential Information of the Parties**
 - (i) A party will not disclose any confidential information it acquires from the other in the course of this Contract, except as required by law. It will only make such information available to its employees and within the Government of Canada on a need-to-know basis. This restriction does not apply to information that was already known to one party, is (or becomes) public

knowledge, or is rightfully received from a non-party and does not restrict the use, reproduction, adaptation, translation, conversion, agglomeration and modification of the data from the Licensed Information in any manner and for any purpose.

- (ii) For the purposes of this Article, “confidential information” means any information in the possession of a party that is not generally available to others, in all material forms and however stored or expressed. For further certainty, this definition includes computer data and technology, personal employee information, customer lists, transaction information from third persons to whom a party owes a duty of confidence, and such other information as a party may identify from time to time as being included in this category.
 - (iii) The Contractor agrees that shall continue to be bound by the terms of the Confidentiality and Non-Disclosure Agreement entered into as part of the RFP submission process. The Contractor further agrees that the terms of such Confidentiality and Non-Disclosure Agreement shall be extended so that the Purpose shall include the Contractor’s services hereunder that the contents of this Contract shall constitute Confidential Information, as shall any and all customization of the Licensed Information for CMHC.
- (c) **Survival.** The provisions of this Article shall survive the termination (whether by expiry or otherwise) of this Contract.

11. Limitations on Warranties

- (i) Except for the express warranties stated herein, the Licensed Information is provided “as is” and the Contractor disclaims any and all other representations, warranties, guarantees or conditions, of any kind, whether express or implied, statutory or otherwise, including but not limited to, warranties as to quality, performance or fitness for a particular purpose.
- (ii) If Licensed Information is unavailable for any reason, the Contractor will use all reasonable efforts to remedy the delay as quickly as possible. However, the Contractor shall not be liable to CMHC for any delay or failure to deliver the Licensed Information, regardless of cause other than for the refund of Fees provided for in section 9.
- (iii) The use of the Licensed Information is at the risk of CMHC and the Contractor assumes no liability or responsibility pertaining to the content, CMHC’s use of the Licensed Information, or the receipt, storage, transmission, or other use of the Licensed Information.

12. Limitations on Liability and Indemnity

Neither party shall be liable to the other for any claim arising out of the use of or the inability to use the Licensed Information for (i) punitive, exemplary, or aggravated damages; (ii) damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of materials or facilities, including its computer resources, software and any stored data; (iii) indirect, consequential or special damages; (iv) contribution, indemnity or set-off; or (v) any damages whatsoever relating to interruption, delays, errors or omissions.

13. Conflict of Interest

- (a) The Contractor proponent(s) and its principals, employees and agents shall avoid any existing, potential or apparent conflict of interest during the Term of this Contract 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 Contract. All portions of the Reports 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 Contract. 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.

14. General

- (a) **No Assignment.** Neither this Contract nor any rights or obligations hereunder, in whole or in part, may be assigned by either party without the prior written consent of the other.
- (b) **Language.** The Parties have required that this Contract and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- (c) **Execution by Fax.** This Contract may be validly executed by means of transmission of signed facsimile.
- (d) **Severability.** If any part of this Contract is held to be unenforceable or invalid, it will be severed from the rest of this Contract, which shall continue in full force and effect.
- (e) **Force Majeure.** The Contractor shall have no obligation to provide the Licensed Information to the extent and for the period that the Contractor is prevented from doing so by reason of any cause beyond its reasonable control, including without limitation the inability to use or the failure of any third-party telecommunications carrier or other services. The Contractor must use reasonable efforts to render performance in a timely manner, using all resources reasonably required in the circumstances.
- (f) **Entire Contract.** This Contract and any schedules or other documents referred to herein, constitutes the entire agreement between the parties relating to the License, the Licensed Information and the Reports, and supersedes all prior written or oral agreements, representations and other communications between the parties, and shall ensure to the benefit of and be binding upon each of CMHC and the Contractor and their respective successors and permitted assigns.
- (g) **Notice.** All notices or other documents contemplated by this Contract shall be given in writing and either served personally, mailed postage prepaid by registered mail or sent by facsimile to such contact information as the party shall have last notified the other. Any such document shall be deemed to have been received on the third business day following the mailing, or if sent by facsimile, 48 hours following transmission.
- (h) **Amendment.** No modification of this Contract is valid unless set out in writing and signed by both of the parties.

- (i) **Applicable Law.** This Contract will be governed by the laws of the Province of British Columbia and the federal laws of Canada. The parties submit to the exclusive jurisdiction of the courts of the Province of British Columbia.
- (j) **Arbitration.** All matters in dispute between the parties in relation to this Contract shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The arbitration shall be conducted in accordance with the *Arbitration Act*, or any successor legislation.
- (k) **Waiver.** A waiver must be made in writing and signed by the party claimed to have waived or consented. Such waiver and consent will not be considered a waiver of any other right. Any waiver does not constitute a continuing waiver of other breaches of the same or other provisions of this Contract.
- (l) **Extended Meanings.** This Contract is to be read with all changes in gender or number as the context may require.
- (m) **Headings.** The headings in this Contract shall not affect its interpretation.
- (n) **Further Assurances.** Each party shall do such acts and shall execute such further documents as are within its power as the other party may at any time reasonably request in order to give full effect to the provisions of this Contract.

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

THE CONTRACTOR

CANADA MORTGAGE AND HOUSING CORPORATION

SCHEDULE "A"

Licensed information

Limited Information

SCHEDULE "B"

Fees and payments

Limited Information

SECTION 7 APPENDICES

APPENDIX A

MANDATORY

6.4 Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
II. offers the terms as set out in this proposal, including any pricing proposal for a period of 120 days as specified in section 2 of the RFP;
III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
VI. certifies that this proposal was independently arrived at, without collusion;
VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
XI. (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(s) 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 _____, 2016 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

6.5 Evaluation Table

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p>Criteria <i>Proponent(s) background and experience</i></p> <p>This criteria will be based on answers provided in sections: <i>3.3.9 Constraints</i> <i>4.6 Proponent's Qualifications</i></p> <p>Does the proposal demonstrate that the proponent(s) has the required expertise, resources, supplier connections, and customer experience to provide reliable and quality data services commensurate with the scope of this RFP?</p>	10		60	
<p>Criteria <i>Capability to provide the Data</i></p> <p>This criteria will be based on answers provided in sections: <i>3.3.6 Deliverables</i> <i>3.3.7.2 Data Elements</i> <i>3.3.8 Innovation and Added Value</i></p> <p>Does the proposal demonstrate that the proponent(s) has the capability to provide all the basic data elements as well as additional useful property information commensurate with the scope of this RFP?</p>	15		90	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p>Criteria Geographical Coverage</p> <p>This criteria will be based on answers provided in section: <i>3.3.5 Scope</i></p> <p>Does the proposal demonstrate that the proponent(s) has the capability to provide satisfactory geographical coverage commensurate with the scope of this RFP?</p>	25		150	
<p>Criteria Results of Test Report</p> <p>This criteria will be based on answers provided in sections: <i>Test Report – Appendix E</i></p> <p>Does the Test Report demonstrate that the proponent(s) has the capability to provide reliable and quality data, the capability to provide satisfactory geographical coverage and the capability to provide extensive percentage of availability commensurate with the scope of this RFP?</p>	20		120	
<p>Criteria Data quality and technical capability</p> <p>This criteria will be based on answers provided in sections: <i>3.3.7.1 Quality Control</i> <i>3.3.7.3 Product Delivery Format</i> <i>3.3.7.4 Delivery</i> <i>3.3.11 Responsibilities</i></p> <p>Does the proposal demonstrate that the proponent(s) has the capability to meet the quality and service standards commensurate with the scope of this RFP, to accommodate requests for changes and work with CMHC?</p>	10		60	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p>Criteria Pricing</p> <p>This criteria will be based on answers provided in sections: <i>4.9 Pricing Proposal</i> <i>Appendix F</i></p> <p>The proponent(s) submitting the lowest price proposal will receive the maximum 10 points on the standard CMHC evaluation scale of 1 to 10. Other proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.</p>	20		NA	
TOTALS	100			

APPENDIX C

6.6 Mandatory Compliance Checklist

- | | | |
|--------------------------|--|-------------|
| <input type="checkbox"/> | Delivery Instructions | Section 2.3 |
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Data Sample Test Report | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Proponent's Qualifications | Section 4.6 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> | Financial Information | Section 4.8 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.9 |
| <input type="checkbox"/> | Certificate of Submission | Appendix A |
| <input type="checkbox"/> | Data Sample for Testing & Instructions | Appendix E |
| <input type="checkbox"/> | Certificate of Data Test Sample Report | Appendix E |
| <input type="checkbox"/> | Pricing Table | Appendix F |

APPENDIX E

MANDATORY

Certificate of Data Sample Test Report

_____ hereby:
Company Name

- i. acknowledges that it is a mandatory requirement of CMHC RFP# 201600476 for each proponent to include in its submission, a test report created by the proponent using a data sample provided by CMHC;
- ii. represents and warrants that CMHC’s instructions has been closely followed in performing the test and preparing the result report (a copy of which is attached hereto), and that the test has been independently performed, without collusion;
- iii. 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;
- iv. agrees that the data sample shall remain the exclusive property of CMHC, will not be shared with any other parties, shall be used only for the purpose of creating the test report for inclusion in the submission for RFP# P-201600476 and will be destroyed (including all copies thereof), immediately upon CMHC’s request;
- v. agrees that all test results provided in the proposal submission will become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to performing the test, including but not limited to costs associated with travel or materials involved in performing the test;
- vi. agrees that it and any other persons for which it is responsible, performed the test, have complied with the requirements set forth in the Confidentiality and Non-Disclosure Agreement.

Signed this _____ day of _____, 2016 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

DATA SAMPLE FOR TESTING AND INSTRUCTIONS

As a part of this RFP, CMHC has provided the proponent with a data sample for testing. The proponent is required to produce a Test Report for the province of British Columbia that contains property information available from its database on these records. The Test Report(s) and a completed certificate (Appendix E) must be included in the Proponent's proposal for CMHC to evaluate.

Input provided by CMHC:

- The data sample is provided in the electronic file “RFP201600476_data sample_BC.csv”;
- Sample of 5,000 property addresses;
- Fields provided: Sequence number, property address fields;
- CSV (Comma Separated Variables) file layout, with field labels on first line of file. Fields with commas within data entry are also delimited by double quotes

Expected output from proponent(s):

- Results returned in a text file (CSV, character fields with commas between double quotes), with field names on first line of file.
- Expected Data Elements:
 1. Sequence number;
 2. Parsed address generated by proponent’s system;
 3. All property data fields currently available, (as well as additional fields potentially available), using property information as of January 31, 2016;
 4. Definitions and code values of fields.

Questions/Comments:

All questions regarding the data sample and instructions must be sent in writing by e-mail or facsimile to the following:

Jennifer Cote, Procurement Advisor
Fax: (613) 748-2554
E-mail: jecote@cmhc-schl.gc.ca

CMHC cannot guarantee a reply to inquiries received less than seven calendar days prior to the RFP submission deadline (**Apr 11, 2016**).

APPENDIX F

MANDATORY

Pricing Table

CMHC intends to enter into a service contract with the successful proponent(s). The initial term of the contract shall be for three (3) years, with the option to renew for two (2) one-year terms at CMHC’s discretion.

PRICES:

1. The proponent must supply prices using the Table below;
2. The proponent must supply pricing breakdown;
3. Refer to the list of Basic/Additional Data Elements in section 3.3.7.2;
4. Prices are to be firmed and exclusive of all taxes extra;
5. Quote the percentage of applicable taxes separately.

Type of Service	Price (Year 1)	Price (Year 2)	Price (Year 3)	Price (Year 4)	Price (Year 5)	Total	Applicable Tax (GST/PST)
(1) Mandatory – Basic Data Elements for province (for property sales information)							
(2) Optional – Basic Data Elements for province (for assessment information)							
- Area/Municipality A							
- Area/Municipality B							
- Area/Municipality C							
- Area/Municipality D							
- Area/Municipality E							
Etc...							
(3) Optional – Additional Data Elements for province							
Subtotal (1) + (2) +(3)							