



# REQUEST FOR PROPOSAL

FOR

*REAL ESTATE MARKETING AND SALES FOR  
NOVA SCOTIA, NEW BRUNSWICK, PRINCE EDWARD ISLAND,  
NEWFOUNDLAND & LABRADOR (1-4 UNITS)*

Date issued: April 30, 2018

Solicitation Closes: May 18, 2018

Solicitation File # : 201801094

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# TABLE OF CONTENTS

<b>1</b>	<b>SECTION 1 GENERAL INFORMATION.....</b>	<b>1</b>
1.1	OVERVIEW OF SECTION 1 .....	1
1.2	INTRODUCTION AND SCOPE.....	1
1.3	CMHC BACKGROUND.....	1
1.4	PURPOSE OF REQUEST FOR PROPOSAL.....	1
1.5	SCHEDULE OF EVENTS.....	2
1.6	MANDATORY REQUIREMENTS.....	2
1.7	PROONENT FEEDBACK.....	3
1.8	INCOME TAX REPORTING REQUIREMENT .....	3
<b>2</b>	<b>SECTION 2 SUBMISSION INSTRUCTIONS.....</b>	<b>4</b>
2.1	OVERVIEW OF SECTION 2 .....	4
2.2	CERTIFICATE OF SUBMISSION MANDATORY .....	4
2.3	DELIVERY INSTRUCTIONS AND DEADLINE.....	4
2.4	INQUIRIES.....	5
2.5	COMMUNICATION.....	6
2.6	PROONENT CONTACT.....	6
2.7	OFFERING PERIOD MANDATORY .....	6
2.8	CHANGES TO SUBMISSION .....	6
2.9	MULTIPLE PROPOSALS .....	6
2.10	ACCEPTABLE ALTERNATIVE.....	6
2.11	LIABILITY FOR ERRORS.....	7
2.12	VERIFICATION OF PROONENT’S RESPONSE .....	7
2.13	OWNERSHIP OF RESPONSES .....	7
2.14	PROPRIETARY INFORMATION.....	7
2.15	CORPORATION IDENTIFICATION.....	7
2.16	DECLARATION RE: GRATUITIES .....	7
2.17	CONFLICT OF INTEREST .....	8
2.18	DECLARATION RE: BID RIGGING AND COLLUSION.....	8
2.19	SECURITY CLEARANCE.....	8
2.20	JOINT VENTURE RESPONSES .....	9
2.21	INTELLECTUAL PROPERTY RIGHTS .....	9
2.22	NON-DISCLOSURE OF CMHC INFORMATION.....	9
<b>3</b>	<b>SECTION 3 STATEMENT OF WORK.....</b>	<b>11</b>
3.1	OVERVIEW OF SECTION 3 .....	11
3.2	MANDATORY REQUIREMENTS.....	11
3.3	STATEMENT OF WORK.....	11
<b>4</b>	<b>SECTION 4 PROPOSAL REQUIREMENTS.....</b>	<b>20</b>
4.1	OVERVIEW OF SECTION 4 .....	20
4.2	MANDATORY PROPOSAL REQUIREMENTS .....	20
4.3	COVERING LETTER .....	20
4.4	TABLE OF CONTENTS.....	20
4.5	EXECUTIVE SUMMARY .....	21
4.6	PROONENT’S QUALIFICATIONS MANDATORY .....	21
4.7	RESPONSE TO STATEMENT OF WORK MANDATORY .....	21
4.8	PROJECT MANAGEMENT PLAN .....	22
4.9	FINANCIAL INFORMATION MANDATORY .....	22
4.10	BUSINESS CONTINUITY & DISASTER RECOVERY PLAN.....	23
4.11	PRICING PROPOSAL MANDATORY .....	23

<b>5</b>	<b>SECTION 5 EVALUATION AND SELECTION .....</b>	<b>25</b>
5.1	OVERVIEW OF SECTION 5 .....	25
5.2	LIMITATION OF DAMAGES .....	25
5.3	EVALUATION TABLE .....	25
5.4	EVALUATION METHODOLOGY .....	25
5.5	FINANCIAL EVALUATION.....	26
5.6	PROPONENT SELECTION .....	26
<b>6</b>	<b>SECTION 6 PROPOSED CONTRACT.....</b>	<b>27</b>
6.1	OVERVIEW OF SECTION 6 .....	27
6.2	MANDATORY CONTRACT TERMS AND CONDITIONS .....	27
6.3	PROPOSED CONTRACT .....	27
<b>7</b>	<b>SECTION 7 APPENDICES.....</b>	<b>50</b>
	APPENDIX A MANDATORY .....	50
7.1	CERTIFICATE OF SUBMISSION .....	50
	APPENDIX B.....	52
7.2	EVALUATION TABLE .....	52
	APPENDIX C.....	54
7.3	MANNER OF PAYMENT.....	54
	APPENDIX D.....	55
7.4	MANDATORY COMPLIANCE CHECKLIST .....	55

## **1 SECTION 1 GENERAL INFORMATION**

### **1.1 Overview of Section 1**

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

### **1.2 Introduction and Scope**

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of facilitating marketing and sales services of selected residential properties in the Provinces of Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland & Labrador.

This contract will have an initial term of one year, with the potential to renew for two subsequent one-year renewal options, not to exceed a cumulative total of three years.

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 Families, Children and Social Development, 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, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC in terms of price.

### 1.4.1 All Non-Research Service Providers

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

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

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

### 1.5 Schedule of Events

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

<b>Date</b>	<b>Activities</b>
April 30, 2018	Request for Proposal issued
May 11, 2018	Submission of questions deadline
May 18, 2018	Submission Deadline
May 28, 2018	Evaluation and Selection of lead proponent
Week of June 8, 2018	Finalize contract with lead proponent
July 16, 2018	Contract effective date
August, 2018	Debriefing to unsuccessful proponents as requested

### 1.6 Mandatory Requirements

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

Mandatory requirements are identified in:

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

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

### **1.7 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 #201801094* 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 Service Provider's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

## 2 SECTION 2 SUBMISSION INSTRUCTIONS

### 2.1 Overview of Section 2

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

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

### 2.2 Certificate of Submission Mandatory

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

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

### 2.3 Delivery Instructions and Deadline

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

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

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

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

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

## **Address for Delivery**

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

**EBID@cmhc-schl.gc.ca**

**The subject line of the transmission must state: RFP, file # 201801094**

**Proposals sent to any other e-mail address will not be considered.**

## **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.

## **Language of Proposal**

Proposals may be submitted in English or French.

## **Proposal Opening and Verification Period**

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

## **Submission Deadline**

## **Mandatory**

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

**2:00 p.m. EDT, on May 18, 2018**

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 to the following:

Tracy Rutherford  
Procurement Sourcing Analyst  
Email: [trutherf@cmhc-schl.gc.ca](mailto:trutherf@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 after May 11, 2018.

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 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 ninety (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 **each item** or at the **top of each page**. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, proponents are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

## **2.14 Proprietary Information**

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

## **2.15 Corporation Identification**

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

## **2.16 Declaration re: Gratuities**

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

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

## **2.17 Conflict of Interest**

- (a) The Service Provider 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 Service Provider 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 Service Provider's duties to that third party and the Service Provider'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 Service Provider of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Service Provider's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Service Provider.
- (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 roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement and the proponent's organizational structure detailing ownership, its history, legal status, number of full time employees and areas of specialization. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing and describe the proposed roles and responsibilities of each party. CMHC may consider the joint venture business arrangement and organizational structure in the evaluation of proposals.

The proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the proponent and CMHC will be directed through the contact person.

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

Each member of the joint venture shall execute the Agreement and be collectively bound to the Agreement. For greater clarity, each member of the joint venture shall be liable jointly and severally liable under the Agreement.

## **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 Service Provider warrants that the Service Provider is the only person who has or will have moral rights in the material created by the Service Provider and supplied under this Agreement and the Service Provider hereby waives in favour of CMHC all of the Service Provider's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Service Provider agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Service Provider'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 Service Provider, any subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Service Provider 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 Service Provider further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

### 3 SECTION 3 STATEMENT OF WORK

#### 3.1 Overview of Section 3

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

#### 3.2 Mandatory Requirements

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

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

The Mandatory Compliance Checklist is located at Appendix D (7.4).

#### 3.3 Statement of Work

The proponent will be required to provide marketing and sales services for CMHC-owned real estate (1-4 units) located in Nova Scotia, New Brunswick, Newfoundland & Labrador and Prince Edward Island. The properties included in this Contract will be marketed for sale in an “as is, where is” condition and will be dispersed throughout the Atlantic Provinces.

CMHC does not guarantee a minimum or maximum number of properties that will be assigned under this Contract. However, to assist in preparation of a response, the actual volumes for 2017 and the forecasted sales volumes are noted in the table below.

2017 Volumes			Average Sale Price 2017	Forecasted Sales Volumes			
Province	Acquisitions	Sales		2018	2019	2020	2021
Nova Scotia	45	69	\$58,394	45	41	37	34
New Brunswick	86	111	\$43,109	72	65	59	53
Newfoundland & Labrador	36	38	\$77,271	25	22	20	18
Prince Edward Island	1	3	\$64,667	1	1	1	1
<b>Total 2017</b>	<b>168</b>	<b>221</b>		<b>143</b>	<b>129</b>	<b>117</b>	<b>106</b>

## A. Marketing and Sales

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

1. Within five (5) business days of takeover of a property, prepare a detailed *Comparative Market Analysis* (CMA). The CMA is to contain the following market information as a minimum: (Form to be provided by CMHC)
  - a) a description of the property;
  - b) a comparative analysis of current and recently expired listings of comparable properties;
  - c) recent sales data of comparable properties;
  - d) the average days listed to sales;
  - e) trends to indicate a buyers, sellers or balanced market;
  - f) the listing history of the subject property;
  - g) a recommendation for the listing and selling prices based on your analysis; and
  - h) Property Identification and Assessment numbers, where applicable.
2. Complete all aspects of *Listing Agreements* for signature by the designated CMHC representative. All listings are to be submitted to CMHC within five (5) business days of takeover of the property and will be accompanied by a CMA and when applicable, renewal documents are to be provided to the designated CMHC representative ten (10) business days prior to the expiration of the listing agreement.  
**NOTE:** all CMA's must be reviewed for reasonableness and accuracy, approved and signed by the Service Provider prior to submitting to CMHC.
3. All properties are to be listed on the Multiple Listing Service® (MLS®) by a licensed REALTOR® within 1 (one) business day of receiving the signed listing documents from CMHC.
4. Immediately upon listing a property, a copy of the MLS® feature/cut sheet will be emailed to CMHC.
5. Marketing reports on all active listings are to be submitted every 60 days to CMHC. These reports should include, at a minimum, advertising details; the number of showings, newly listed properties and recommendations for repairs or price reductions. Report to be in a Microsoft Excel format.
6. Submit and/or prepare all offers to the designated CMHC representative immediately. Act as the sole liaison between CMHC and all selling Real Estate Firms and Real Estate Agents for all properties assigned. CMHC schedule(s)/addendum(s) must accompany all offers. (Format to be provided by CMHC). All offers must be open for response from CMHC for 3 business days.
7. Upon acceptance of an offer by CMHC, provide confirmation in writing of necessary requirements to complete the offer to purchase including but not limited to:
  - a. the waiver of any conditions in the Offer to Purchase

- b. monitor all the conditions included in the Offer to Purchase and advise CMHC when the conditions are met on or before the condition expiry date as noted in the Offer to Purchase.
- c. provide contact information of the purchaser's solicitor, including but not limited to, name, mailing address, email address, phone and fax numbers,
- d. provide any further documentation or action to support the sale transaction and to ensure prompt closing.

**NOTE:** CMHC cannot market a residential property until title to the residential property is registered in its name. In addition, CMHC may choose, at its own discretion, not to market a property.

**B. Other items**

1. Maintain a complete and accurate paper file for each CMHC account (to ensure authenticity and enable files to be easily returned to CMHC) for all activities conducted on behalf of CMHC. Each file must be clearly identified by CMHC account number and property name/address, as well as include copies of any related electronic correspondence.
2. The proponent must be able to comply with CMHC's record retention standards and guidelines, including storing boxes of documents identified according to the procedure indicated by CMHC as well as creating and maintaining a master list containing information on the contents of the boxes stored.
3. No files are to be destroyed during, or after, the term of the Contract.
4. Upon termination of Contract, all files are to be boxed, inventoried and returned to the CMHC local office immediately following the termination for proper retention and disposition.
5. The proponent may be required to meet with CMHC representatives at their office in Halifax, Nova Scotia as requested by CMHC. The proponent will be responsible for all expenses related to these meetings.
6. The proponent will submit to CMHC by the 10<sup>th</sup> day of each month a contract performance report (report format will be provided by the proponent and approved by CMHC).
7. The proponent shall regularly visit the properties to ensure that their general condition complies to this Contract. The proponent shall submit to CMHC by the 2<sup>nd</sup> Tuesday of each quarter a Quality Assurance report on visits to the properties.
8. The proponent will participate in conference calls with CMHC to discuss management reports prepared by the proponent and any other issues concerning contractual operations in order to solve problems related to delivery of services and to discuss any other relevant questions raised regarding delivery of the services. The proponent shall prepare the



agenda of the meetings after consulting with CMHC and then submit it to CMHC at least five (5) business days before the scheduled date of the meeting. The proponent shall be responsible for preparing the minutes of the meetings and sending them to CMHC for review within one (1) week of the meeting.

### **3.1 Insurance Requirements**

#### **A) 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 \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal injury and advertising injury
- broad form property damage and completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- 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 Agreement).

#### **B) Real Estate Errors & Omissions**

The Proponent will provide and maintain Real Estate Errors & Omissions Liability insurance for a limit not less than \$2,000,000. Coverage is to include Proponent's employees and contract employees (if applicable) as named insured (if not provided then each subcontractor must carry the same insurance as detailed in the Agreement). The policy will provide 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7.

#### **C) Automobile Insurance**

The Proponent will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000. Third Party Liability for all motor vehicles used by the Proponent in the performance of this Agreement.

#### **D) Workers Compensation**

The Proponent shall abide by the rules and regulations pursuant to the workers compensation laws of the province where the work is performed and shall ensure permitted subcontractors abide by same.

**E) Other Conditions**

If there are material changes in the scope of Services provided under this Agreement, CMHC may, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by the Proponent pursuant to this Section 1.2 (insurance) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Proponent’s insurance and shall not contribute to it.

All Certificates 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 1.2 (insurance). In addition, the Proponent shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 1.2 (insurance) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 1.2 (insurance).

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC’s direction to grant or withhold its consent to a request to subcontract pursuant to Section 1.2 (insurance), the Proponent 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.

It shall be the sole responsibility of the Proponent 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 Proponent at its own expense.

**3.2 Turnaround Time Requirements**

The Selected proponent will be required to meet the following turnaround times:

<b>Marketing and Sales</b>	
<i>1. Within 5 (five) calendar days of being assigned a property</i>	<i>Provide a detailed Comparative Market Analysis (CMA) and completed listing agreement.</i>
<i>2. 10 (ten) calendar days prior to the expiration of the listing agreement</i>	<i>Provide renewal listing documents and updated CMA</i>
<i>3. Within 1 (one) business day of receiving the signed listing documents from CMHC</i>	<i>All properties are to be listed on the Multiple Listing Service® (MLS®) by a licensed REALTOR®</i>

4. <i>Within 1 (one) business day upon listing a property</i>	<i>Email a copy of the MLS® cut sheet to CMHC</i>
5. <i>Immediately upon receipt</i>	<i>Submit all offers to the designated CMHC representative</i>
6. <i>On or before condition expiry date</i>	<i>Provide confirmation in writing of necessary requirements according to Offer to Purchase</i>
7. <i>Immediately upon confirmation of sale closing (firm)</i>	<i>Submit an invoice for payment of real estate commission to CMHC</i>
8. <i>Immediately upon receipt of payment for real estate commissions</i>	<i>Reimburse the listing and selling agents</i>
9. <i>10<sup>th</sup> day of each month</i>	<i>Submit to CMHC a contract performance report</i>
10. <i>Second Tuesday of each quarter</i>	<i>Submit to CMHC a Quality Assurance report</i>
11. <i>5 days prior to meeting</i>	<i>Prepare the agenda for the meetings after consulting with CMHC and then submit it to CMHC at least five (5) business days before the scheduled date of the meeting.</i>
12. <i>Within 1 (one) week of the meeting</i>	<i>Prepare the minutes of the meetings and forward to CMHC</i>

### **3.3 Quality Assurance Reporting Requirements**

The proponent must have a process, product or service to ensure the quality, accuracy, and reliability of the services completed by their subcontractors. The proposal must provide a detailed description of the quality assurance validation checks and/or procedures performed and the frequency with which they take place.

The selected proponent will provide Quality Assurance reports on the second Tuesday of each quarter to CMHC which indicate the results of the quality assurance validation checks completed for each property, a summary of the results, a detailed account of any deficiencies as well as a description of the corrective actions being taken.

The proposal should include a sample Quality Assurance report form, along with any other quality assurance products or services. The proposal should also include a detailed description of the quality assurance validation checks and/or procedures that will be used by the selected proponent when preparing the Quality Assurance reports.

CMHC also requires the proponent to cooperate with CMHC’s quality assurance practices in the review and validation of the proponent’s product or service quality. Minimum of 20% of properties assigned will be reviewed by the proponent each quarter.

A sample of a portion of the report is noted below:

Activity							
File #/Address	MLS	Correct Selling Commission	Number of photos	Appropriate remarks	Realtor lockbox installed	Is real estate sign present and visible	Notes
12345678/ 123 Main Street	458625 96	No	10	Yes	Yes	Yes	
87654321/ 456 Main Street	845763 25	Yes	12	Yes	Yes	No	Not listed
<b>Summary</b>	<b>2/2</b>	<b>1/2</b>	<b>1/2</b>	<b>2/2</b>	<b>2/2</b>	<b>1/2</b>	
<b>Corrective actions to be taken:</b>							

### 3.4 Performance Management

The proponent must have a process to track and report on their performance in regards to meeting service standards as described in Section 1.3 Turnaround Time Requirements.

The proponent will prepare and provide to CMHC on the 10<sup>th</sup> day of each month, a Performance report indicating the number of properties being administered. The report will detail the achieved performance for each property, calculate the average turn-around time for the entire portfolio, highlight any areas where turn-around times are not being achieved and what corrective actions are being taken.

The proposal should include a sample Performance Management report form including a rollup of the data.

A sample of a portion of the report is noted below:

Standard File #/Address	Property Listed (1 Business Day)				Notes
	Date Assigned	Date Listed	Days	Target met?	
12345678/123 Main Street	2016/01/18	2016/01/23	1	Yes	
87654321/456 Main Street	2016/01/16	2016/01/22	-2	No	Snowstorm delayed access

<b>Average</b>	<b>5.5</b>	<b>50%</b>	
<b>Previous Month</b>	<b>5.1</b>	<b>75%</b>	
<b>Corrective actions to be taken:</b>			

### **3.5 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 allowing for better turnaround time, new mechanisms that would better identify misrepresentation and possibly avoid fraud, a quality-assurance process enabling better results and better performance for CMHC.

### **3.6 Invoicing**

The selected proponent will be required to provide electronic commission invoices, in a format approved by CMHC.

The format to be supplied by CMHC and must include at a minimum the following data:

- Separate invoice for each property
- CMHC account number
- Property address
- Vendor
- Vendor address
- Invoice #
- Date of Invoice
- CMHC GL code (to be provided by CMHC)
- Amount Due before applicable tax
- Applicable tax
- Total amount of invoice
- Sale price
- Closing date
- Deposit amount
- HST Number

### **3.7 Official Languages**

The ability to provide services in both official languages if required.

### **3.8 Additional Responsibilities**

The selected proponent will agree to:

- Ensure that all involved parties work as a team;
- Work in partnership with CMHC to make the planning, management and operation of Services cost-effective and efficient;
- Provide official notification to CMHC prior to the occurrence of significant changes of their organization which may have an impact on service delivered;
- Operate in accordance with government security policies, standards, guidelines, etc.
- Monitor performance against turnaround times outlined in Section 3.3 to ensure Services are delivered.

## **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	Business Continuity and Disaster Recovery Plan
4.11	Pricing Proposal

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

Requirements for each Response Item are detailed below.

### **4.2 Mandatory Proposal Requirements**

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

### **4.3 Covering Letter**

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

- (a) A description of the company or joint venture/consortium.
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, contact numbers by phone and 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 must include information about the proponent's qualifications as follows:

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

#### **4.7 Response to Statement of Work**

#### **Mandatory**

Proponents must provide a detailed Marketing Plan for marketing properties, as described in detail in the Statement of Work Section 3.3 including but not limited to:

- a) Details as to how the proponent will service listings throughout Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland & Labrador, including a list of the firm's existing or proposed field representatives who will be directly involved with the marketing and sale of CMHC's properties. Listings under this Contract will be dispersed throughout the Province. Please indicate the location of each representative. Proponents must ensure that all properties are marketed by an individual licensed to trade in real estate;
- b) Proponents must detail their staffing, financial and other resources available to meet the work requirements to carry out the proposed marketing plan;
- c) Specific details of all marketing tools and methods to be utilized including but not limited to internet access, signage, advertising (should include but not be limited to frequency, cost, all facets of media to be used, etc.), incentives, "open houses", collecting and reporting of statistics such as traffic counts and market activity.



- d) The Proponent must outline how CMHC properties will be promoted to real estate firms and salespeople;
- e) Proponents must market all properties through the MLS® (with the exceptions of areas that do not have access to MLS®). Please indicate in your proposal how you will accommodate this marketing requirement in MLS® and non-MLS® areas;
- f) Proponents should provide details of any additional benefits or value added features that are being offered, i.e. special legal or financing packages etc.

#### **4.8 Project Management Plan** **Mandatory**

The proponent must describe its project management plan including;

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

#### **4.9 Financial Information** **Mandatory**

##### **4.9.1 Credit Check**

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

##### **4.9.2 Financial Capacity**

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

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

#### **Partnerships, Corporations, Joint Ventures and Consortiums:**

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

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

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

#### **4.10 Business Continuity and Disaster Recovery Plan**

The proponent will develop a business continuity and disaster recovery plan for the proponent's business activities in the event of a disaster affecting the delivery of Services. Upon CMHC's written request, the proponent will provide its plan to CMHC within five (5) business days following the request, with CMHC reserving the right to declare its satisfaction therewith at its sole discretion.

#### **4.11 Pricing Proposal**

#### **Mandatory**

Proponents must outline the commission rates to be charged for selling each property. The commission is to include the split between the selling and co-listing agent. The commission rate cannot exceed 5% of the sales price.

The pricing proposal is to be completed on the attached Appendix C and included in the proponent's response.

Minimum commission payable to the selling real estate sales person must be at least 2.5%. Where co-listing arrangements are included in the marketing plan, the proponent must indicate the split in the listing commission between the proponent and the co-lister. Please include supporting evidence to confirm that the payment to the co-listing REALTOR® is fair and reasonable.

The selling commission rate is to include all items detailed in the Statement of Work in Section 3.0.

### **Marketing Commission**

- a) Payable to Selling Agent: \_\_\_\_\_% (must be a minimum of 2.5%)
- b) Payable to Listing Agent: \_\_\_\_\_%
- c) Total Commission Payable \_\_\_\_\_%
- d) Payable to Co-Lister: \_\_\_\_\_%

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

Prorated commissions, or commissions not expressed in percentages will be rejected. The commissions quoted must apply to all sales in the entire portfolio except for those sales where CMHC pays a minimum selling commission of \$1,500

Proposals containing more than one pricing structure or a Total Commission Payable higher than 5% will be rejected and not considered further in the evaluation process. 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.

### **Administrative Fee**

An administrative fee will be paid at closing in the amount of \$125.00 (plus applicable taxes) per sale.

## **5 SECTION 5 EVALUATION AND SELECTION**

### **5.1 Overview of Section 5**

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

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

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

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

### **5.2 Limitation of Damages**

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

### **5.3 Evaluation Table**

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

### **5.4 Evaluation Methodology**

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

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

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

Each compliant proposal that meets the minimum upset scores shall then be evaluated using the “lowest compliant bid” evaluation process. The proposal which meets all upset scores in the technical evaluation shall then be evaluated on price, where the lowest overall pricing will determine the lead proponent.

## **5.5 Financial Evaluation**

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

## **5.6 Proponent Selection**

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

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

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

## **6 SECTION 6 PROPOSED CONTRACT**

### **6.1 Overview of Section 6**

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

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

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.

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

### **6.2 Mandatory Contract Terms and Conditions**

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

### **6.3 Proposed Contract**

**The attached proposed contract forms Section 6.3 of this RFP.**

**PROPOSED CONTRACT**

**CMHC FILE No.** 201801094

**THIS AGREEMENT** 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 Service Provider")

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

**Article 1.0 - The Work**

**1.1** The Service Provider covenants and agrees to provide marketing and sales services in accordance with the Statement of Work attached as Schedule "A" (the "Services") for selected CMHC owned residential properties in the Atlantic Region, upon and subject to the terms and conditions of this Contract. CMHC reserves the right to exclude from this Contract any residential properties which it acquires from time to time.

**1.2** The Service Provider represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Contract. The Service Provider warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.

**Article 2.0 - Term of the Agreement**

**2.1** This agreement shall be for a period of \_\_\_\_ ( months / years ) commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Initial Term").

**2.2** This Contract may be renewed, at the sole discretion of CMHC, for two (2) additional one-year periods, not to exceed a cumulative total of three (3) years, including the initial term (the "Initial Term"). Notwithstanding article 2.1 above, CMHC shall conduct on an annual basis, an

assessment of the Service Provider's work performed for the past year and based on this assessment, at no less than thirty (30) days prior to each year's anniversary date of signing the agreement, CMHC will advise the Service Provider in writing of their decision to renew or terminate the Agreement.

### **Article 3.0 - Financial**

**3.1** In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Service Provider an amount based on the Service Provider's rates attached as Schedule B. Notwithstanding this however, CMHC's total financial liability under the terms and conditions of the agreement shall not exceed \$ \_\_\_\_\_ for the first year of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for one year from contract including any renewal years.

**3.2** The amount payable to the Service Provider by CMHC pursuant to article 3.1 is exclusive of all taxes, assessments, duties or other levies that may be payable under this Contract to the Service Provider, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Service Provider in addition to the amount payable pursuant to article 3.1 unless specifically agreed to between the Service Provider and CMHC.

**3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected by the Service Provider, shall be collected by the Service Provider on the consideration due and shown as a separate item on an invoice. Where the Service Provider is required to collect the GST/HST, the invoice issued by the Service Provider shall show the Service Provider's GST/HST number. Where the Service Provider is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Service Provider shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Contract. The Service Provider shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Service Provider from CMHC pursuant to this Contract.

**3.4** Invoicing - The Service Provider must allow 30 days from delivery of invoice for payment without interest charges. The Service Provider cannot invoice prior to performance of the service or delivery of the goods.

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

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



**3.6** All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number 201801094** and be forwarded to CMHC at the following address:

**Canada Mortgage and Housing Corporation**

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Room** \_\_\_\_\_

**700 Montreal Road**

**Ottawa, Ontario**

**K1A 0P7**

## **Article 4.0 - General Terms and Conditions**

### **4.1 Contract Termination**

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

Upon termination of this Contract or upon delivery of notice of intent to terminate this Contract, the Service Provider shall promptly review all work in progress and, if this Contract is terminated prior to the expiry of the term, the Service Provider shall nevertheless complete or arrange for the completion of any and all work in process at the time of termination.

### **4.2 Contract Administrator**

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

### **4.3 Contract Renewal**

This Contract may be renewed, at the sole discretion of CMHC, for two (2) additional one year periods, not to exceed a cumulative total of three (3) years, including the initial term. At its discretion, CMHC shall within thirty (30) days prior to contract termination, advise the Service Provider in writing of CMHC's wish to either extend or terminate the Agreement.

### **4.4 Assignment of the Contract**

#### **Mandatory**

The Contract shall not be assigned in whole or in part by the Service Provider without the prior written consent of CMHC, which consent may be withheld by CMHC for any reason. It is understood and agreed that the Service Provider may engage other entities to assist the Service Provider in providing any of the Services, provided that the Service Provider shall at all times remain responsible for the provision and quality of the Services in a manner which fully

recognizes and respects the confidential nature of the Services. The Service Provider undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of CMHC. No assignment of the contract shall relieve the Service Provider from any obligation under the Contract or impose any liability upon CMHC.

#### **4.5 Service Provider's Indemnification**

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

#### **4.6 Liquidated Damages**

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

#### **4.7 Termination for Default of Service Provider**

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

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

Provider takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Service Provider arising out of the contract or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Service Provider for the value of all finished work delivered and accepted by CMHC, such value to be determined in accordance with the rate (s) specified in the contract.

#### **4.8 Procedures on Termination**

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

#### **4.9 Non-Compliance or Default by Service Provider**

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

#### **4.10 Force Majeure**

In the event that the Service Provider 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 Service Provider shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Service Provider has no reasonable control.

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

#### **4.11 Compliance With Laws**

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

#### **4.12 Provincial Laws Governing Agreement**

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

#### **4.13 Independent Service Provider**

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

#### **4.14 Service Provider's Authority**

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

#### **4.15 Corporation Identification**

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

#### **4.16 Intellectual Property Rights**

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

#### **4.17 Non-Disclosure of CMHC Information**

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

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

The Service Provider further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

#### **4.18 Confidentiality**

#### **Mandatory**

**Proposals: Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, CMHC is subject to the provisions of the Access to Information Act ("the Act"). Information submitted by proponents or third**

**parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the Act.**

**Contracts: The Service Provider agrees that all records and information obtained by the Service Provider on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation or provincial law.**

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

2. The Service Provider shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the work, in a form prescribed by CMHC.

3. Any documents provided to the Service Provider in the performance of the work described herein shall be returned, uncopied to CMHC or destroyed by the Service Provider within 6 months of the termination of this contract. For documents not returned to CMHC, the Service Provider shall provide specific proof under oath of their destruction.

#### **4.19 House of Commons**

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

#### **4.20 Binding**

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

#### **4.21 Scope of Agreement**

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

#### **4.22 Income Tax Reporting Requirement**

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

#### **4.23 Conflict of Interest**

#### **Mandatory**

- (a) The Service Provider 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 Service Provider 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 Service Provider's duties to that third party and the Service Provider'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 Service Provider of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Service Provider's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Service Provider.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

#### **4.26 Approval of Work**

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

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

- a) direct Service Provider to redo the work or part of the section which was not completed to CMHC's satisfaction;
- b) withhold payment due or accrued due to the Service Provider for services rendered pursuant to this Contract;
- c) set off any expenses incurred by CMHC in remedying the default or failures of

Service Provider against payment for payment due or accrued due to the Service Provider;

d) terminate this Service Provider for default and /or seek indemnification from the Service Provider for losses suffered by CMHC as a result of such default.

#### **4.27 Ownership**

(a) The quarterly reports and any other reports prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Service Provider nor its servants or agents shall divulge, release or publish any such documentation.

(b) Any and all other information relating to the Corporation and obtained by the Service Provider during the course of execution of its duties under this Agreement shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

#### **4.28 Insurance**

##### **A) 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 \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal injury and advertising injury
- broad form property damage and completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- 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 Agreement).

##### **B) Real Estate Errors & Omissions**

The Proponent will provide and maintain Real Estate Errors & Omissions Liability insurance for a limit not less than \$2,000,000. Coverage is to include Proponent's employees and contract employees (if applicable) as named insured (if not provided then each subcontractor must carry the same insurance as detailed in the Agreement). The policy will provide 30 days prior written



notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7.

C) **Automobile Insurance**

The Proponent will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000. Third Party Liability for all motor vehicles used by the Proponent in the performance of this Agreement.

D) **Workers Compensation**

The Proponent shall abide by the rules and regulations pursuant to the worker's compensation laws of the province where the work is performed and shall ensure permitted subcontractors abide by same.

E) **Other Conditions**

If there are material changes in the scope of Services provided under this Agreement, CMHC may, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by the Proponent pursuant to this Section 1.2 (insurance) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Proponent's insurance and shall not contribute to it.

All Certificates 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 1.2 (insurance). In addition, the Proponent shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 1.2 (insurance) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 1.2 (insurance).

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section 1.2 (insurance), the Proponent 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.

It shall be the sole responsibility of the Proponent 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 Proponent at its own expense.

#### **4.29 Access to CMHC Property**

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

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

#### **4.30 Suspension of Work and Changes in Specifications**

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

#### **4.31 Extras**

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

#### **4.32 Closure of CMHC Offices**

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

(b) Notwithstanding clause (a) above, if closure is continued beyond one calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Service Provider, until reopening permits the services to continue.

**Article 5.0 - Contract Administration**

**5.1** The Service Provider shall be notified in writing by CMHC's contract administrator, of the names of CMHC representatives authorized, from time to time, to assign jobs and approve payments with respect to the work carried out under this contract.

**5.2** Changes and/or additions to the terms and conditions of this contract shall be transmitted either by e-mail or postal service to the party's authorized representative as follows:

**for CMHC;**

**Canada Mortgage and Housing Corporation  
700 Montreal Road  
Ottawa, Ontario K1A 0P7**

**Phone:** ( ) \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_  
**e-mail:** \_\_\_\_\_

**for Service Provider;** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** ( ) \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**Article 6.0 - Contract Documents**

**6.1** The Contract documents consist of the following:

- (a) This form of Agreement as executed \_\_\_\_\_;
- (b) CMHC's Request for Proposal dated April 30, 2018;
- (c) The Service Provider's submitted Proposal dated \_\_\_\_\_; and

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

**6.2** The contract documents are complementary and what is called for in any one shall be binding as if called for by all. The contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event

of a conflict between them, the contract documents shall have precedence among themselves in the order as listed above.

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

Date: \_\_\_\_\_

Service Provider:

Witness:

Date: \_\_\_\_\_

Canada Housing and Mortgage Corporation:

Witness:

## **SCHEDULE "A"**

### **TERMS OF REFERENCE**

#### **Statement of Work**

The proponent will be required to provide marketing and sales services for CMHC-owned real estate (1-4 units) located in Nova Scotia, New Brunswick, Newfoundland and Prince Edward Island. The properties included in this Contract will be marketed for sale in an “as is, where is” condition and will be dispersed throughout the Atlantic Provinces.

#### **Marketing and Sales**

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

Within five (5) business days of takeover of a property, prepare a detailed *Comparative Market Analysis* (CMA). The CMA is to contain the following market information as a minimum: (Form to be provided by CMHC – (1))

- a) a description of the property;
- b) a comparative analysis of current and recently expired listings of comparable properties;
- c) recent sales data of comparable properties;
- d) the average days listed to sales;
- e) trends to indicate a buyers, sellers or balanced market;
- f) the listing history of the subject property;
- g) a recommendation for the listing and selling prices based on your analysis; and
- h) Property Identification and Assessment numbers, where applicable.

Complete all aspects of *Listing Agreements* for signature by the designated CMHC representative. All listings are to be submitted to CMHC within five (5) business days of takeover of the property and will be accompanied by a CMA and when applicable, renewal documents are to be provided to the designated CMHC representative ten (10) business days prior to the expiration of the listing agreement.

**NOTE:** all CMA's must be reviewed for reasonableness and accuracy, approved and signed by the Service Provider prior to submitting to CMHC.

All properties are to be listed on the Multiple Listing Service® (MLS®) by a licensed REALTOR® within 1 (one) business day of receiving the signed listing documents from CMHC.

Immediately upon listing a property, a copy of the MLS® feature/cut sheet will be emailed to CMHC.

Marketing reports on all active listings are to be submitted every 60 days to CMHC. These reports should include, at a minimum, advertising details; the number of showings, newly listed properties and recommendations for repairs or price reductions. Report to be in a Microsoft Excel format.

Submit and/or prepare all offers to the designated CMHC representative immediately. Act as the sole liaison between CMHC and all selling Real Estate Firms and Real Estate Agents for all properties assigned. CMHC schedule(s)/addendum(s) must accompany all offers. (Format to be provided by CMHC). All offers must be open for response from CMHC for 3 business days.

Upon acceptance of an offer by CMHC, provide confirmation in writing of necessary requirements to complete the offer to purchase including but not limited to:

- a. the waiver of any conditions in the Offer to Purchase
- b. monitor all the conditions included in the Offer to Purchase and advise CMHC when the conditions are met on or before the condition expiry date as noted in the Offer to Purchase.
- c. provide contact information of the purchaser's solicitor, including but not limited to, name, mailing address, email address, phone and fax numbers,
- d. provide any further documentation or action to support the sale transaction and to ensure prompt closing.

**NOTE:** CMHC cannot market a residential property until title to the residential property is registered in its name. In addition, CMHC may choose at its own discretion not to market a property.

### **Other items**

Maintain a complete and accurate paper file for each CMHC account (to ensure authenticity and enable files to be easily returned to CMHC) for all activities conducted on behalf of CMHC. Each file must be clearly identified by CMHC account number and property name/address, as well as include copies of any related electronic correspondence.

The proponent must be able to comply with CMHC's record retention standards and guidelines, including storing boxes of documents identified according to the procedure indicated by CMHC (3) as well as creating and maintaining a master list containing information on the contents of the boxes stored.

No files are to be destroyed during, or after, the term of the Contract.

Upon termination of Contract, all files are to be boxed, inventoried and returned to the CMHC local office immediately following the termination for proper retention and disposition.

The proponent may be required to meet with CMHC representatives at their office in Halifax, Nova Scotia as requested by CMHC. The proponent will be responsible for all expenses related to these meetings.

The proponent will submit to CMHC by the 10<sup>th</sup> day of each month a contract performance report (report format will be provided by the proponent and approved by CMHC).

The proponent shall regularly visit the properties to ensure that their general condition complies to this Contract. The proponent shall submit to CMHC by the 2<sup>nd</sup> Tuesday of each quarter a Quality Assurance report on visits to the properties.

The proponent will participate in conference calls with CMHC to discuss management reports prepared by the proponent and any other issues concerning contractual operations in order to solve problems related to delivery of services and to discuss any other relevant questions raised regarding delivery of the services. The proponent shall prepare the agenda of the meetings after consulting with CMHC and then submit it to CMHC at least five (5) business days before the scheduled date of the meeting. The proponent shall be responsible for preparing the minutes of the meetings and sending them to CMHC for review within one (1) week of the meeting.

### Turnaround Time Requirements

The Selected proponent will be required to meet the following turnaround times:

<b>Marketing and Sales</b>	
<i>1. Within 5 (five) calendar days of being assigned a property</i>	<i>Provide a detailed Comparative Market Analysis (CMA) and completed listing agreement.</i>
<i>2. 10 (ten) calendar days prior to the expiration of the listing agreement</i>	<i>Provide renewal listing documents and updated CMA</i>
<i>3. Within 1 (one) business day of receiving the signed listing documents from CMHC</i>	<i>All properties are to be listed on the Multiple Listing Service® (MLS®) by a licensed REALTOR®</i>
<i>4. Within 1 (one) business day upon listing a property</i>	<i>Email a copy of the MLS® cut sheet to CMHC</i>
<i>5. Immediately upon receipt</i>	<i>Submit all offers to the designated CMHC representative</i>
<i>6. On or before condition expiry date</i>	<i>Provide confirmation in writing of necessary requirements according to Offer to Purchase</i>
<i>7. Immediately upon confirmation of sale closing (firm)</i>	<i>Submit an invoice for payment of real estate commission to CMHC</i>

8. Immediately upon receipt of payment for real estate commissions	Reimburse the listing and selling agents
9. 10 <sup>th</sup> day of each month	Submit to CMHC a contract performance report
10. Second Tuesday of each quarter	Submit to CMHC a Quality Assurance report
11. 5 days prior to meeting	Prepare the agenda for the meetings after consulting with CMHC and then submit it to CMHC at least five (5) business days before the scheduled date of the meeting.
12. Within 1 (one) week of the meeting	Prepare the minutes of the meetings and forward to CMHC

**Quality Assurance Reporting Requirements**

The proponent must have a process, product or service to ensure the quality, accuracy, and reliability of the services completed by their subcontractors. The proposal must provide a detailed description of the quality assurance validation checks and/or procedures performed and the frequency with which they take place.

The selected proponent will provide Quality Assurance reports on the second Tuesday of each quarter to CMHC which indicate the results of the quality assurance validation checks completed for each property, a summary of the results, a detailed account of any deficiencies as well as a description of the corrective actions being taken.

The proposal should include a sample Quality Assurance report form, along with any other quality assurance products or services. The proposal should also include a detailed description of the quality assurance validation checks and/or procedures that will be used by the selected proponent when preparing the Quality Assurance reports.

CMHC also requires the proponent to cooperate with CMHC’s quality assurance practices in the review and validation of the proponent’s product or service quality. Minimum of 20% of properties assigned will be reviewed by the proponent each quarter.

A sample of a portion of the report is noted below:

Activity							
File #/Address	MLS	Correct Selling Commission	Number of photos	Appropriate remarks	Realtor lockbox installed	Is real estate sign present and visible	Notes



12345678/ 123 Main Street	458625 96	No	10	Yes	Yes	Yes	
87654321/ 456 Main Street	845763 25	Yes	12	Yes	Yes	No	Not listed
<b>Summary</b>	<b>2/2</b>	<b>1/2</b>	<b>1/2</b>	<b>2/2</b>	<b>2/2</b>	<b>1/2</b>	
<b>Corrective actions to be taken:</b>							

### Performance Management

The proponent must have a process to track and report on their performance in regards to meeting service standards as described in Section 1.3 Turnaround Time Requirements.

The proponent will prepare and provide to CMHC on the 10<sup>th</sup> day of each month, a Performance report indicating the number of properties being administered. The report will detail the achieved performance for each property, calculate the average turn-around time for the entire portfolio, highlight any areas where turn-around times are not being achieved and what corrective actions are being taken.

The proposal should include a sample Performance Management report form including a rollup of the data.

A sample of a portion of the report is noted below:

Standard File #/Address	Property Listed (1 Business Day)				Notes
	Date Assigned	Date Listed	Days	Target met?	
12345678/123 Main Street	2016/01/18	2016/01/23	1	Yes	
87654321/456 Main Street	2016/01/16	2016/01/22	-2	No	Snowstorm delayed access
<b>Average</b>			<b>5.5</b>	<b>50%</b>	
<b>Previous Month</b>			<b>5.1</b>	<b>75%</b>	
<b>Corrective actions to be taken:</b>					

### 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 allowing for better turnaround time, new mechanisms that would better identify misrepresentation and possibly avoid fraud, a quality-assurance process enabling better results and better performance for CMHC.

### **Invoicing**

The selected proponent will be required to provide electronic commission invoices, in a format approved by CMHC.

The format to be supplied by CMHC and must include at a minimum the following data:

- Separate invoice for each property
- CMHC account number
- Property address
- Vendor
- Vendor address
- Invoice #
- Date of Invoice
- CMHC GL code (to be provided by CMHC)
- Amount Due before applicable tax
- Applicable tax
- Total amount of invoice
- Sale price
- Closing date
- Deposit amount

### **Official Languages**

The ability to provide services in both official languages if required.

### **Additional Responsibilities**

The selected proponent will agree to:

- Ensure that all involved parties work as a team;
- Work in partnership with CMHC to make the planning, management and operation of Services cost-effective and efficient;
- Provide official notification to CMHC prior to the occurrence of significant changes of their organization which may have an impact on service delivered;
- Operate in accordance with government security policies, standards, guidelines, etc.

- Monitor performance against turnaround times outlined in Section 3.5 to ensure Services are delivered.

**SCHEDULE "B"**

**MANNER OF PAYMENT**

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

**Details of Commission:**

- a) Payable to Selling Agent: \_\_\_\_\_% (must be a minimum of 2.5%)
- b) Payable to Listing Agent: \_\_\_\_\_%
- c) Total Commission Payable \_\_\_\_\_%
- d) Payable to Co-Lister: \_\_\_\_\_%

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

Prorated commissions, or commissions not expressed in percentages will be rejected. The commissions quoted must apply to all sales in the entire portfolio except for those sales where CMHC pays a minimum selling commission of \$1,500

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.

**Details of Administrative Fee:**

An administrative fee will be paid at closing in the amount of \$125.00 (plus applicable taxes) per sale

## 7 SECTION 7 APPENDICES

### APPENDIX A

### MANDATORY

#### 7.1 Certificate of Submission

- \_\_\_\_\_ hereby:  
Company Name Procurement Business Number (PBN)
- I. agrees and understands that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
  - II. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
  - III. 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;
  - IV. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2 of the RFP;
  - V. 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;
  - VI. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
  - VII. 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;
  - VIII. certifies that this proposal was independently arrived at, without collusion;
  - IX. 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 Agreement or favourable treatment under an Agreement;
  - X. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
  - XI. 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;
  - XII. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
  - XIII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
  - XIV. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
  - XV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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**

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>WEIGHT 100 Total</b>	<b>POINTS 0 to 5</b>	<b>UPSET SCORE</b>	<b>SCORE AxB</b>
<b>Proponent’s Qualifications</b> (Section 4.6) The proposal will be evaluated on the full description of the Service Provider, qualifications and experience of the assigned personnel. a) Description of firm b) Resumes c) Office Locations	25		75	
<b>Response to Statement of Work</b> (Section 4.7) The Service Provider must provide detailed information relative to the specification listed in Section 3 Statement of Work.	35		105	
<b>Project Management Plan</b> (Section 4.8) a) Project Management Approach b) Quality Control c) Status Reporting to CMHC d) Work Schedule e) Interface with CMHC	35		105	
<b>Innovation and Value Added</b> (Section 3.8) Does the proposal demonstrate innovative solutions that improve CMHC organizational performance and provide better quality products.	5			
<b>TOTALS</b>	100			
<p><i>All proponents must meet upset score in each of the above criteria to proceed to the pricing evaluation below.</i></p>				

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>WEIGHT 100 Total</b>	<b>POINTS 0 to 5</b>	<b>UPSET SCORE</b>	<b>SCORE AxB</b>
<b>Did the proponent meet the upset scores in each of the above criteria?</b>			<b>YES</b>	<b>NO</b>
<b>The proponent, meeting all of the above upset scores and submitting the lowest price proposal will be deemed the lead proponent.</b>				
<b>Pricing (Section 4.12)</b>			<b>YES</b>	<b>NO</b>
<b>Lowest Priced compliant proposal score?</b>				



## APPENDIX C

## MANDATORY

### MANNER OF PAYMENT

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- b) Payable to Listing Agent: \_\_\_\_\_%
- c) Total Commission Payable \_\_\_\_\_%
- d) Payable to Co-Lister: \_\_\_\_\_%

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

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Details of Administrative Fee:

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## **APPENDIX D**

### **7.3 Mandatory Compliance Checklist**

- |  |   |
|--|---|
| <input type="checkbox"/> Submission Deadline           | Section 2.3                                       |
| <input type="checkbox"/> Offering Period               | Section 2.7                                       |
| <input type="checkbox"/> Proponent's Qualifications    | Section 4.6                                       |
| <input type="checkbox"/> Response to Statement of Work | Section 4.7                                       |
| <input type="checkbox"/> Project Management Plan       | Section 4.8                                       |
| <input type="checkbox"/> Financial Information         | Section 4.9                                       |
| <input type="checkbox"/> Pricing Proposal              | Section 4.11 and Section 7 Appendices, Appendix C |
| <input type="checkbox"/> Proposed Contract             | Section 6   |
| <input type="checkbox"/> Certificate of Submission     | Section 7 Appendices, Appendix A                  |