



REQUEST FOR PROPOSAL

FOR

MACRO ECONOMIC FORECASTING MODELING SOLUTION

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201800849

Originating Department: *Housing Markets &
Indicators, Market Analysis Centre*

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Canada 

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SECTION 1 - GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about Canada Mortgage and Housing Corporation (CMHC) and this Request for Proposal (RFP). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft agreement, or in certain cases, are terms that are in commonly usage at CMHC.

1.2 Introduction and Scope

CMHC wishes to enter into an agreement (hereinafter referred to as the “Agreement”) with a supplier (hereafter referred to as the “Proponent”), to provide a commercial off-the-shelf Macro Economic Forecasting Modeling Solution (hereafter referred to interchangeably as the “Solution” or the “Model”) including warranty, maintenance and support, solution documentation, training and implementation services.

CMHC will use the solution to support the production of economic and housing market forecasts and shock (unexpected events) scenarios at the national and provincial levels and for a wide range of domestic and foreign key economic and financial indicators. The solution will support CMHC’s Housing Market Outlook, the Corporate Plan and the Corporate Wide Stress Testing Exercise and to respond to ad-hoc requests.

The RFP is intended to result in the award of an Agreement for one a (1) year term with four (4) optional annual renewal terms not to exceed a cumulative total of five (5) years.

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner. CMHC has no obligation to procure any goods and/or services, or to compensate any Proponent for any goods and/or services other than as set out in a written agreement with that Proponent.

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency with a mandate to help Canadians gain access to a wide choice of quality affordable homes. It is a Crown corporation with a Board of Directors reporting to Parliament through the Minister of Employment and Social Development, the Honourable Jean-Yves Duclos

CMHC has approximately 2,000 employees located at its National Office in Ottawa and at five Business Centres throughout Canada; Atlantic, Quebec, Ontario, British Columbia, Prairies and Territories.

1.4 Purpose of Request for Proposal

CMHC uses an RFP to describe its requirements, ask Proponent’s for their proposed solutions, describe the criteria used in evaluating proposals, selecting a lead Proponent and outline the terms

and conditions under which the successful Proponent will operate or supply goods and/or services. By submitting a proposal, Proponents agree to be bound by the terms of this RFP and the terms of the proposal that they submit.

In this RFP process, proposals and Proponents are evaluated in terms of ability to satisfy the stated requirements, while providing best value to CMHC with respect to its requirements.

1.5 Public Services and Procurement Database

CMHC utilizes the Supplier Information (SI) database maintained by **Public Services and Procurement Services Canada (PSPC)** as its official CMHC source list.

All Proponents **must** be registered with **Public Services and Procurement Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If you are not registered, and you wish to do so, you may access (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148.

1.6 Schedule of Events

The following schedule summarizes significant target dates for the RFP process. These dates are objectives only and may be changed by CMHC at its sole discretion. The dates shall not be considered terms or conditions under which the RFP will be conducted.

Date	Activities:
May 08, 2018	Request for Proposal issued.
May 19, 2018	Submission of questions deadline
May 22, 2018	Submission deadline
May 28, 2018	Proof of Proposals
June 05, 2018	Evaluation and selection of lead Proponent
June 12, 2018	Agreement award and finalization with lead Proponent
June 12, 2018	Announcement of successful Proponent
June 15, 2018	Debriefing, if requested

1.7 Mandatory, Rated and Informational Requirements

Throughout the RFP, requirements are identified as Mandatory (M), Informational (I) or Rated (R). It is the obligation of the Proponent to ensure that all requirements identified as (M), (I) or (R) throughout this entire RFP are responded to accordingly. In this RFP, where the word “must” is used, it will be deemed a mandatory requirement.

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. Proponents must supply a response of “compliant” or “non-compliant” for each mandatory requirement in this RFP and must also substantiate compliance with a statement or reference to attached documentation.

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, in its sole discretion, to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponent(s). Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a mandatory requirement, all Proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in section 2.8.

The Mandatory Compliance Checklist is attached as Schedule D.

Items identified as Rated (R) have a degree of importance to CMHC and will be assigned a score from 0 to 5. The rated requirements will be based on the Proponent's Proof of Proposal (POP) test described in the Section 3.3.

Items identified as Information (I) are for information purposes only and do not require a response. The final RFP may or may not have any Information (I) items.

1.8 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment and each will be given consideration in the RFP process to help ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life. To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

1.9 Proponent Feedback

CMHC aims to improve its solicitation documents and procedures on an ongoing basis. CMHC welcomes input regarding Proponent's experience in responding to this RFP, whether it be positive or negative. 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 an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as ***Proponent Feedback RFP # 201800849*** to the name and address provided in Section 2.8. Any Proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.8.

1.10 Direct Deposit and Income Tax Reporting Requirement

All payments and transfers of funds under any resulting Agreement will be made by means of EFT direct deposit, unless an exception is requested in the proposal and is approved prior to execution of a contract.

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the Proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The lead Proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting agreement. Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

SECTION 2 - SUBMISSION INSTRUCTIONS

2.1 Overview

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

CMHC has provided a Mandatory Compliance Checklist as Schedule C to the RFP. The Checklist is provided for the benefit of Proponents to help them ensure that they have complied with all mandatory requirements prior to submission of their proposals. Non-compliance with a mandatory requirement will result in the proposal being eliminated from further consideration.

2.2 Certificate of Submission

The Certificate of Submission, attached as Schedule C, summarizes some of the mandatory requirements set out in the RFP. As noted in Section 1.7, it is also a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the Proponent.

Should a Proponent not include the signed Certificate of Submission with its proposal, the Proponent will be notified by CMHC and will have 48 hours from the time of notification to meet this requirement.

2.3 Delivery Instructions and Deadline (by EBID)**

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 a failure to deliver a proposal to CMHC are borne by the Proponent. CMHC will not assume those risks or responsibilities under any circumstances.

The time of delivery for the purposes of this section is deemed to be the time recorded by the CMHC system receiving the proposal, and not the time the proposal was sent by the Proponent.

EBID has a size limitation 10 MB. It is advisable and recommended that Proponents submit larger proposals in multiple smaller files.

Upon receipt of proposals, an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that Proponents follow up with the inquiries person named in Section 2.8 should they not receive said confirmation within 30 minutes of submission.

Electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed as they assume the risk of delays in transmission and receipt.

2.4 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 # 201800849**

2.5 Format

Proposals may be submitted in MS Word or Adobe Acrobat PDF. Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC and will not be considered.

2.6 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 verification 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 a version that can be opened within 2 hours of notification.

2.7 Submission Deadline

Proposals must be received at the exact location as specified above, on or before the submission deadline set as:

2:00 p.m. local Ottawa time, on May 22, 2018

Proposals arriving late will be rejected and the sender will be so notified by e-mail.

2.8 Inquiries

All questions regarding this RFP must be sent by e-mail to the following contact person:

Christine Brown
Senior Procurement Advisor

Information Technology Contracts, Procurement Sourcing Services
Canada Mortgage & Housing Corporation
700 Montreal Rd., Room C2-124
Ottawa, Ontario K1A 0P7
(613) 748-2534
ccbrown@CMHC-SCHL.gc.ca with copy to ITContracts@cmhc-schl.gc.ca

Changes to this RFP document will only be effective if issued by CMHC in writing as described below. Proponents are cautioned to request that all clarification, direction and changes be provided in writing as information given orally by any person within CMHC shall not be binding upon CMHC.

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all Proponents, will be answered by CMHC in writing and distributed to all Proponents by e-mail or on Buy and Sell. The identity of the Proponent making the inquiry will not be included in the response. Any questions of a proprietary nature must be clearly marked as such.

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 Proponents by e-mail or on Buy and Sell.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

2.9 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only and Proponents will not be allowed to revise their proposal during this process.

2.10 Proponent Contact

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

2.11 Offering Period

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, must remain valid and binding on the Proponent until such time as a contract is negotiated and executed, not to exceed ninety (90) days following the closing date.

2.12 Changes to Proposals

Changes to a proposal are permitted provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted.

Any addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.4, be clearly marked **“REVISION”**, and be received no later than the submission deadline. Where the new proposal is intended to replace all or part of an earlier proposal it must be accompanied by a clear statement specifying the sections of the earlier proposal that are replaced by the new proposal.

2.13 Multiple Proposals

Proponents interested in submitting more than one proposal for consideration may do so provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

2.14 Acceptable Alternative

An alternative to any portion of a proposal may be submitted as an addendum to a proposal.

Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

2.15 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to Proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFP.

By submitting a proposal, Proponents waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of willful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This section is intended to be a complete waiver of the Proponent’s right to claim damages subject to the limited exception noted above.

2.16 Verification of Proposals

The Proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Proponent’s proposal.

2.17 Ownership of Responses

All proposals and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to Proponents. Proponents are not entitled to any compensation for any work related to, or materials supplied in the preparation of their proposals.

The Proponent warrants that the Proponent possesses all rights necessary to satisfy this requirement. The Proponent hereby certifies that it has waived, or has obtained a waiver in favour of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright. The Proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

All information regarding the terms and conditions, financial and/or technical aspects of the Proponent's proposal that are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**". Proprietary and confidential markings shall be included beside **each item or at the top of each page containing information that the Proponent wishes to protect from disclosure.**

CMHC will take steps to protect Proponents' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to Proponents based on the inadvertent or unintentional disclosure of proprietary information.

Proponents are further advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the Proponent of the required disclosure prior to releasing the information.

2.18 Proprietary Information

Information about CMHC that is contained in this RFP document is to be considered proprietary information of CMHC. It is made available for the sole purpose of providing Proponents with sufficient information to prepare responses to the RFP. Proponents and other readers of this document may not make any other use of information contained in the RFP.

2.19 Corporation Identification

Proponents agree that they will not make any use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

2.20 Declaration with respect to Gratuities

By submitting a proposal, the Proponent certifies that no representative of the Proponent, or any individual or entity associated with the Proponent has offered or given a gratuity (e.g. an entertainment or gift) or other benefit to any CMHC employee, Board member or Governor-in-Council appointee with the intention of obtaining favourable treatment from CMHC.

2.21 Conflict of Interest

The Proponent and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The Proponent shall, upon direction of CMHC, take steps to eliminate the conflict, potential conflict or perception that a conflict of interest exists.

The successful Proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Proponent's duties to that third party and the Proponent's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the Proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the Proponent.

2.22 Declaration with respect to Bid Rigging and Collusion

By 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.

2.23 Security Clearance

The Proponents will be escorted by a CMHC employee at all times if it is necessary for the Proponent to make an on-site visit to a CMHC location.

2.24 Proponents' Conference

CMHC will decide, at its sole discretion, whether a Proponent's conference will be held.

If a conference is requested by CMHC, the Proponent's representatives will be requested to attend the conference during which the requirements outlined in the RFP document will be reviewed and any questions will be answered. Proponents should represent themselves at the conference so that they may fully understand the scope of the RFP requirements.

The Proponent will be requested to confirm attendance with CMHC prior to the Proponents' conference. Proponents are to provide CMHC, in writing, the names of the representatives of the Proponent who will be attending and a list of questions that they wish to table prior to the

Proponents' conference. This information should be sent to the CMHC contact person identified in Section 2.8.

Any clarifications or revisions to the RFP that result from the Proponents' conference will be addressed by means of a communication to Proponents or a formal amendment to the RFP document.

Proponents that do not attend the Proponents' conference are not precluded from submitting a proposal.

2.25 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. 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.

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 Certification of Submission from each participating entity. Refer to Section 2.2.

2.26 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of by CMHC in order to complete this RFP process and to fulfill the requirements of any resulting agreement. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the Proponent.

The Proponent understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive, unless otherwise specifically agreed to in writing by CMHC. The Proponent agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the Proponent's response to this RFP, or perform the work or services under any resulting agreement.

The Proponent further 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.

If Information is to remain in Canada:

The Proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Without limiting the generality of the foregoing, the Proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the Proponent without the prior written consent of CMHC.

The Proponent agrees that if any CMHC Information is to be located outside of Canada for any period of time, it shall do the following:

- (a) Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- (b) Inform CMHC where the information will be located outside of Canada, and for what period of time;
- (c) Ensure that CMHC Information is segregated from all other information by physical or electronic means; and
- (d) Inform CMHC of the measures in place to protect CMHC Information from disclosure.

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 Proponent 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 Proponent 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, act in good faith 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.

SECTION 3 - STATEMENT OF REQUIREMENT

3.1 Overview of Section 3

This section of the RFP is to provide the Proponent with the information necessary to develop a responsive proposal. The Statement of Requirement is a complete description of the work to be performed, results to be achieved and/or the goods and services to be supplied. CMHC, in its sole discretion, may amend this Statement of Requirement prior to the submission deadline.

3.2 Mandatory Requirements

Important instructions for Mandatory Requirements 1 to 26
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1. It is essential that each mandatory requirement be fully addressed within the Proponent’s Proposal.
2. Where a mandatory requirement consists of a main item plus a listing of one or more sub-criteria, each and every sub-criteria must be explicitly addressed.
3. A Proponent may address each mandatory requirement by way of:
 - a) Redirecting the evaluator to a specific section of the proposal. This section of the proposal must clearly illustrate how each mandatory requirement (including each sub-criteria) will be addressed by way of statement of understanding or a methodology.
 - or,
 - b) Explicitly addressing within the grid how each mandatory requirement (including each sub-criteria) will be addressed by way of statement of understanding or a methodology.

Item No.	Mandatory Requirements	Met	Not Met	Page No. in Proponent’s Proposal
1	The proposal must provide a list of current institutions (private and public) which have been using the Proponents proposed Model for at least three (3) years.			
2	The Model must produce forecasts and risk/alternative/stress testing simulation scenarios for at least a 10-year horizon. The Proponent must provide up to five (5) examples of these scenarios for Canada.			
3	The proposal must provide Canadian block of the macroeconomic model and must be part of an integrated world economic model with a detailed economic structure (see below) for Canada and at least the following countries: -United States -Mexico -Euro Area -United Kingdom -Japan -Emerging Asia -OPEC countries			
4	The Model must allow for estimating impacts on Canada’s and provinces economies from economic/financial developments in other economies or from changes in trade policies.			

5	The Model must include behavioural equations for households and businesses that are based on or reflect an economic optimizing framework.			
6	<p>The proposal must describe how the following key components are determined in the Model:</p> <ul style="list-style-type: none"> - Households spending - Business Investment - Exports and imports - Supply (e.g. Businesses’ decision in terms of output produced and inputs to use/hire - Prices for both final and intermediate goods and services 			
7	The Model must be based on an integrated stock-flow framework that includes domestic (private and public) and foreign wealth as well as public and private capital (residential, non-residential).			
8	Proponent must describe how flow indicators and variables are affected by the stocks described in Item 7.			
9	The proposal must provide a description of the industrial dimension (GDP at basic prices or factor costs) of the Model and how it is affected by economic/financial developments.			
10	<p>The Model must include the following blocks, markets and indicators. Interactions within and across markets must reflect optimizing behaviour by private agents. The proposal must explicitly describe how demand and supply interact within these markets and how these markets interact together:</p> <ul style="list-style-type: none"> -Aggregate Demand, supply and prices -Labour market (including labour inputs, unemployment and wages) -Income, Wealth and saving instruments -Housing sector (demand, supply, prices) -Government sector -Foreign markets for goods and services -Financial flows and assets, both domestic and foreign. 			

11	The Model must allow for developments in the housing sector to spill over to the rest of the economy and the latter effects to feedback on the housing sector.			
12	The proposal must outline how the Model captures businesses' decision for input used for production of goods and services (e.g. intermediate material, capital, labour and multi or total factor productivity) and how this decision interacts with domestic and foreign markets.			
13	The proposal must clearly outline how national and provincial GDPs are calculated in the Model according to the following concepts: -Expenditure based -Income based -Basic prices (or factor cost) -Chain weighted			
14	The Model must provide the following key economic indicators: -Price indexes, GDP expenditure-based and at basic prices (or factor costs) -Interest rates (see details below) -Corporate spreads -Consumer price indexes by detailed consumption component -Commodity prices/price indices -Exchange rates, with partners listed in 5 and Canada's effective exchange rate -Population -Labour supply -Migration, international and interprovincial			
15	The proposal must describe the role of fiscal policy and its instruments in the Model and how it affects the economy.			
16	The Model must reflect the monetary policy in Canada, which is set according to the current prevailing monetary policy regime, and reflect the central bank's behaviour. For other economies, the			

	Model must describe the objectives outside of Canada.			
17	The Model must forecast risk, alternative and stress scenarios for simulation results for short and long term corporate interest rates with endogenous corporate risk spreads affected by financial and/or economic conditions.			
18	The Model must include mortgage interest rates with an endogenous risk spread specified similarly to those described in Item 17.			
19	The Model must allow CMHC officials to change all equations and/or to add new equations in the Model. CMHC officials must be able to add unexpected events to the Model.			
20	The proposal must list current institutions (private and public) which have been using their Model for at least 3 years.			
<p>MANDATORY TECHNICAL REQUIREMENTS:</p> <p>The Model and supporting system (including Model codes, data base manager and user interface) must:</p>				
21	Conform to CMHC’s operating environment and operate on: -Windows 10 or higher; -Windows Excel 2007, 2010 or higher; -Office 2010 or higher.			
22	Have a user-friendly interface for performing Model simulations, scenario results reporting (charts and tables) visualization for comparison of several scenarios with ability to export simulation results into Excel, Microsoft Access, etc.			
23	Allow easy visualization through charts and tables of various data transformation such as quarterly or annual growth rates and various data frequencies.			
24	Operate on a desktop, laptop or tablet computing device.			

25	Allow users to easily modify any Model equation.			
26	Allow users to easily expend the Model and allow import and use of data that is external to the Model.			

3.3 Rated Requirements

Proof of Proposal Test – Rating Score 0 - 5

Through a Proof of Proposal (PoP) test, CMHC will test the solution proposed by the Proponents who have met all mandatory criteria to confirm that the solution will function as described in the proposal and meets the functional requirements described in Section 3.2 - Mandatory Requirements. The PoP test will take place at CMHC’s National Office site. CMHC will assess the results of the Proponent’s POP test and assign a score from 0 – 5.

After being notified by CMHC, the Proponents will be given up to 5 working days to start the installation of the proposed solution. The installation must be completed and functional within 2 working days of the Proponent’s starting the installation (7.5 hrs/day during normal working hours, to be determined by CMHC).

The Proponent will conduct the PoP test demonstrating to CMHC that the solution functions as described in the Proponent’s proposal and meets the mandatory requirements. CMHC will assess requirements stated in the mandatory requirements which ask for such things as “user friendly” or “easily”, etc.

CMHC will document the results of the PoP Test and rate the results on a 0 – 5 basis. If CMHC determines that the proposed solution does not meet any of the mandatory requirements, the proposal will fail the PoP test and the proposal will be disqualified.

In connection with the PoP testing, the Proponent grants to CMHC a limited license to use the Proponent's proposed software solution for testing and evaluation purposes.

If, during the initial installation of the software for the PoP test, the Proponent discovers that there are missing and/or corrupt files for software components identified in the proposal, the Proponent must cease the installation process and inform the CMHC. If the CMHC determines that the missing and/or corrupt files are for components identified in the proposal, the Proponent may be permitted to submit to the CMHC the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the solicitation closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, CMHC will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the proposal; and (iv) the software will not need to be recompiled to make use of the files. CMHC will have the sole discretion to decide if the

additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

3.4 Mandatory Deliverables:

After an agreement has been signed between CMHC and the successful proponent, the Proponent must supply to CMHC licenses to the latest version of their commercial off-the-shelf functionally operational Macro Economic Forecasting Modeling solution including warranty, maintenance and support, installation support, user training and product information session(s) and product(s) documentation.

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
4.2	Covering Letter
4.3	Executive Summary
4.4	Proponent's Qualifications
4.5	Response to Statement of Work
4.6	List of Software
4.7	Description of Proponent's Software Maintenance and Support
4.8	Financial Information
4.9	Other Information
4.10	Pricing Proposal

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

Requirements for each Response Item are detailed below.

4.2 Covering Letter

A covering letter on the Proponent's letterhead should be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the individuals who are the principals of the Proponent.

- (c) Contact information for the primary contact person with respect to this RFP including the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the Agreement.

4.3 Executive Summary

- (a) The Proponent's proposal should include an executive summary highlighting the following:
 - (e) Key features of the proposal, features that make the proposal advantageous for CMHC, innovative approaches to meeting the requirement and cost-saving opportunities.
- (b) A brief statement of the Proponent's qualifications to meet CMHC's stated requirements.

4.4 Proponent's Qualifications

The Proponent's proposal must include information about the Proponent's qualifications as follows:

- (a) A description of the Proponent's organization, its history, legal status, number of full-time employees and areas of specialization.
- (b) A list of references that includes all Agreements of a similar size and scope which the Proponent currently holds or has held over the past 36 months with the name and address of the other party to the Agreement, and a contact person name and phone number. Note that by providing this information, the Proponent provides consent to CMHC to contact the contact persons for the purpose of collecting information relating to the quality of work provided by the Proponent.
- (c) Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.5 Response to Statement of Work

In this section, the Proponent must provide detailed information relative to the specifications listed in Section 3.

4.6 List of Proposed Software

The Proponent must include a complete list identifying both the name and the version number of each component of the licensed software required for the proposed Solution.

4.7 Description of the Proponent's Maintenance and Support Services

The Proponent must include a description of its maintenance and support services for the solution, which must be consistent with all the requirements described in the resulting agreement clauses, including the Statement of Work. At a minimum, the Proponent should describe its:

- (a) Problem reporting and response procedures;
- (b) Escalation procedures;
- (c) On-site support availability; and
- (d) Any enhancements to the basic requirements that the Proponent is offering.

The Proponent may also describe any other information it considers relevant.

4.8 Consideration of Additional Software Use Terms included in Proposal (following financial evaluation):

- (i) Acceptance of all the terms and conditions contained in Section 6 - Resulting Agreement clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- (ii) However, Proponents may, as part of their proposal, submit additional software use terms. Whether or not those software use terms will be included in any resulting Agreement (as an Annex in accordance with the Article entitled "Priority of Documents" in the resulting Agreement Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to CMHC is a matter solely within the discretion of CMHC.
- (iii) The process is as follows:
 - (a) Bids may include additional software use terms that are proposed to supplement the terms of the resulting Agreement clauses. Proponents should not submit a Software Publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - (b) In cases where the Proponent has submitted a Software Publisher's full standard license terms, CMHC will require that the Proponent to remove these terms and submit only the software use terms that the Proponent would like CMHC to consider;
 - (c) CMHC will review the additional software use terms proposed by the top-ranked Proponent (identified after the financial evaluation) to determine if there are any provisions proposed by the Proponent that are unacceptable to CMHC;
 - (d) If CMHC determines that any proposed software use term is unacceptable to CMHC, CMHC will notify the Proponent, in writing, and will provide the Proponent with an opportunity to remove that provision from its bid or to propose alternate language for consideration by CMHC. CMHC may set a time limit for the Proponent to respond; if the Proponent submits alternate language, if CMHC does not find the alternate language acceptable, CMHC is not required to allow the Proponent to submit further alternate language;
 - (d) If the Proponent refuses to remove provisions unacceptable to CMHC from its bid within the time limit set by CMHC in its notice, the bid will be considered non-responsive and be disqualified; CMHC may then proceed to the next-ranked bid; and
 - (f) If the Proponent agrees to remove the provisions that are unacceptable to CMHC and it is awarded any resulting Agreement, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Agreement Clauses.

- (iv) For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting Agreement, unless the additional software use terms proposed by the Proponent are included as a separate annex to the Agreement and initialed by both parties, they will not be considered part of any resulting Agreement (even if they are part of the bid that is incorporated by reference into the resulting Agreement). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting Agreement, regardless of whether or not CMHC has objected to them under the procedures described above.

4.9 Financial/Pricing Proposal

Proponents must submit their pricing proposal in accordance with the Schedule A - Financial Proposal. The total amount of applicable taxes must be shown separately. Unless otherwise indicated, Proponents must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

All Costs to be Included: The financial proposal must include all costs for the requirement described in the proposal for the entire Agreement term, including any option to extend the Agreement term. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Proponent.

Blank Prices: Proponents are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Proponent leaves any price blank, CMHC will treat the price as "\$0.00" for evaluation purposes and may request that the Proponent confirm that the price is, in fact, \$0.00. No Proponent will be permitted to add or change a price as part of this confirmation. Any Proponent who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive. The Proponent must provide a response outlining the pricing of its proposed solution in a detailed manner.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated. The GST, HST or PST, whichever is applicable, shall be extra to the price quoted and will be paid by CMHC. Taxes should be shown in the financial proposal as a separate line item.

4.10 Financial Information

Proponents are not expected to submit confidential financial information with their proposal, however CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Once a lead Proponent is selected following the RFP evaluation process, CMHC may request the financial information necessary to confirm the financial capacity of the Proponent. This section details the review that may be conducted and the documents that are required of the lead Proponent.

Failure to comply with the financial information submission requirements set out in 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).

4.11 Partnerships, Corporations, Joint Ventures and Consortiums:

Proponents must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years, and any other relevant financial information that CMHC may subsequently request. The auditor's report accompanying the financial statements must be signed by an appropriate officer of the audit firm.

In the event that the financial statements are not audited, they must be accompanied by a signed review engagement report for each set of annual statements.

A complete set of financial statements consists of all the following items:

- (i) Auditor's Report (or Review Engagement Report),
- (ii) Balance Sheet,
- (iii) Income Statement,
- (iv) Cash Flow Statement,
- (v) 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 required information. Partnerships of individuals (as opposed to partnerships of corporations), must provide written permission from each partner allowing CMHC to perform a credit check on them.

4.12 Sole Proprietorships

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required. Where financial statements are available, they should accompany the foregoing statement.

4.13 Other Information

The Proponent may provide other relevant financial information, but is not obligated to do so.

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 an Agreement.

CMHC commits to conducting the evaluation process in a fair and objective manner and treating all Proponents equitably. To this end, it has set out detailed terms and conditions and evaluation criteria which will be applied uniformly to all Proponents.

As per section 2.11, by submitting a proposal, Proponents agree to relinquish all causes of action, claims, complaints or demands that they may have against CMHC arising out of its evaluation of proposals, the alteration of any terms and conditions, the failure to evaluate any proposal, the failure to sign an agreement with a Proponent, or the termination of this RFP process.

CMHC intends to conduct the RFP process such that the proposal that represents the best value to CMHC, based on its operational requirements, is selected. The lowest cost proposal will not necessarily be selected. CMHC reserves the right to reject any or all proposals in whole or in part on the basis of this principle.

5.2 Limitation of Damages

The Proponent, by submitting a proposal and subject to section 2.11, agrees that under no circumstances will it claim damages in excess of the reasonable costs incurred by the Proponent in preparing its proposal. The Proponent waives any claim for loss of profits or other indirect or special damages.

5.3 Customer Reference Contact Information:

In conducting its evaluation of the proposals, CMHC may, but will have no obligation to request that a Proponent provide customer references. If CMHC sends such a written request, the Proponent will have two (2) working days to provide the necessary information to CMHC. Failure to meet this deadline will result in the proposal being declared non-responsive. These customer references must each confirm if requested by CMHC, the facts identified in the Proponent's proposal.

The form of question to be used to request confirmation from customer references is as follows;

- (i) Yes, the Proponent has provided my organization with the services described above.
- (ii) No, the Proponent has not provided my organization with the services described above.
- (iii) I am unwilling or unable to provide any information about the services described above.

For each customer reference, the Proponent must, at a minimum, provide the name and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Proponents are requested to include the title of the contact person. It is the sole responsibility of the Proponent to ensure that it provides a contact who is knowledgeable about the services the Proponent has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

5.4 Evaluation Methodology

Each proposal will be assessed in accordance with the entire requirement of the RFP including the mandatory, rated and financial evaluation criteria.

Each compliant proposal will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in

accordance with the evaluation criteria described in the RFP. Once individual evaluations are complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal.

5.5 Mandatory Criteria

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.

5.6 Point-Rated Criteria

Each proposal will be rated by assigning a score to the rated requirements, which are identified in the proposal by the word “rated” or by reference to a score. Proponents who fail to submit complete bids with all the information requested by this RFP will be rated accordingly.

Each compliant proposal will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in accordance with the evaluation criteria as described in the RFP. Once individual evaluations are complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal.

5.7 Proponent’s Financial Pricing Evaluation

Once the top ranked Proponent who has met all the mandatory requirements and scored the highest points in the rated requirements has been selected, the top ranked Proponent’s financial/pricing proposal will be then be evaluated for best price.

5.8 Evaluation Table

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

5.9 Proponent Selection

Once a lead Proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that Proponent to incorporate some or all of its proposal into an agreement. 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.

By submitting a proposal, Proponents agree that if they are selected as lead Proponent, they will enter into Agreement negotiations in a timely manner and in good faith, and within the framework of the RFP and the Proponent’s response to the RFP.

Announcement of the successful Proponent will be made to all Proponents following the signing of an agreement.

SECTION 6 - DRAFT AGREEMENT

6.1 Overview of Section 6

Attached in Section 6.2 is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

Terms and conditions identified as “Mandatory” in the RFP or draft Agreement must be included in the Agreement. The Proponent’s proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting Agreement.

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 an Agreement.

For the purposes of this section the term “Contractor” refers to the successful Proponent with whom CMHC enters into an agreement.

6.2 Draft Agreement

DRAFT AGREEMENT

CMHC FILE No. _____

THIS AGREEMENT is made this day of , 2018, (hereinafter referred to as the "Agreement").

BETWEEN CANADA MORTGAGE AND HOUSING CORPORATION (hereinafter referred to as "CMHC")

AND

(hereinafter referred to as the "Contractor")

(collectively, CMHC and the Contractor are referred to as the "Parties" hereunder)

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

Article 1.0 - The Work

1.1. The Contractor covenants and agrees to supply the goods and services described in the Agreement, including the Statement of Work, in accordance with, and at the prices set out in Schedule B – the Pricing Table. This includes:

- (a) granting the license to use _____ (hereinafter referred to as the "Licensed Software"), described in the Contract;
(b) providing the Software Documentation;
(c) providing maintenance and support for the Licensed Software during the Software Support Period;
(d) providing training and implementation services as and when requested by Canada;

1.2. Authorized Reseller (if applicable)

The Contractor has been designated as the authorized reseller by the Software Publisher, _____, the whole as more fully set out in the Software Publisher Declaration Form attached hereto as Schedule D.

1.3. Licensed Software: The Licensed Software, which is defined in the Agreement, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:

[this information will be completed at contract award using information in the Proponent's proposal]

Type of License being Granted

Number of Users Licensed

Language of Licensed Software:

Delivery Location:

Media on which Licensed Software must be delivered:

Term of License:

Software Warranty Period:

Source Code Escrow Required:

1.4. On-going Maintenance of Software Code: The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the Software Publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 10 years from the date the Agreement is awarded. After that time, if the Contractor or the Software Publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to CMHC at least 12 months in advance of the discontinuation.

1.5. Option to Purchase Licenses for Additional Users: The Contractor grants to CMHC the irrevocable option to purchase licenses for additional Users at the price set out in Schedule - the Pricing Table on the same terms and conditions as the initial User licenses granted under the Agreement. This option may be exercised at any time during the Agreement term, as many times as CMHC chooses. This option may only be exercised by the CMHC by notice in writing and will be evidenced, for administrative purposes only, by an amending Agreement.

1.6. Licensed Software Maintenance and Support

Software Support: The Contractor hereby represents and warrants that the software maintenance terms and conditions set forth in Schedule _ will clearly outline :

which products the terms apply to;

- i. period during which the Contractor will provide the software maintenance and support;
- ii. hours of support;
- iii. contact and procedure information for accessing support;
- iv. procedures for resolution of problems;
- v. Contractor must provide Software Error corrections and Maintenance Releases and upgrade;
- vi. Contractor must keep track of software releases for the purpose of configuration control

- response times;
- vii. procedures on how and when all telephone, fax or email communications will be responded to;
- viii. support web site availability to CMHC's users (ex: 24 hours a day, 365 days a year, and 99% of the time).
- ix. Language of Support Services: The Support Services must be provided in English and French, if available.

Only terms which are presented in full and directly included in Schedule will form part of this Agreement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise, shall not form part of this Agreement. CMHC is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or and other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software or maintenance and support services in any manner, regardless of any notification to the contrary and regardless that CMHC has signed such agreements.

Article 2.0 - Term of the Agreement

2.1. The Agreement Term: The Agreement Term is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "Initial Agreement Term", which begins on the date the Agreement is awarded and ends _____ year(s) later; and
- (ii) The period during which the Agreement is extended (the Renewal Term), if CMHC chooses to exercise any options set out in the Agreement. Collectively, the initial term and renewal term(s) are the "Term".

2.2. Option to Extend the Agreement Term:

- (i) The Contractor grants to CMHC the irrevocable option to extend the term of the Agreement by up to four (4) additional one-year period(s) under the same terms and conditions. The Contractor agrees that during the extended period of the Agreement it will be paid in accordance with the applicable provisions set out in the Pricing Table of the Agreement.
- (ii) CMHC may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Agreement. The option may only be exercised by the CMHC, and will be evidenced through an amending Agreement.

2.3. Software Support Period: When Additional Licenses added during Agreement Term. For any additional licenses purchased in accordance with the Agreement, the Software Support term currently underway will apply to the additional licenses purchased, so that the Software Support term ends on the same date for all licences supported under the Agreement.

2.4. Termination

- (a) Termination for Convenience - CMHC may terminate the Agreement for any reason with no penalty by giving thirty (30) days written notice at any time during the term or any renewal term.
- (b) Notwithstanding anything to the contrary in this Agreement, CMHC may, by giving ten (10) days prior written notice to the Contractor, terminate this Agreement without charge with respect to all or any part of the Agreement for any of the following reasons:
- (i) the Contractor or the Software Publisher, as the case may be, commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, cures such breach in accordance with applicable requirements of this Agreement;
 - (ii) the Contractor or the Software Publisher, as the case may be commits numerous breaches of its duties under this Agreement that collectively constitutes a material breach;
 - (iii) a change in control of the Contractor or the Software Publisher, as the case may be where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor or the Software Publisher, as the case may be are acquired, by any entity, or the Contractor or the Software Publisher, as the case may be is merged with or into another entity to form a new entity, unless the Contractor or the Software Publisher, as the case may be demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the Work under this Agreement;
 - (iv) the Contractor or the Software Publisher, as the case may be commits fraud;
 - (v) the Contractor or the Software Publisher, as the case may be becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors; or,
 - (vi) the Contractor or the Software Publisher, as the case may be is in breach of any of the confidentiality and proprietary provisions set out in this Agreement.
- (c) The parties agree that in the event of termination of services for the convenience of CMHC for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve (12) month year and a thirty (30) day month. The Contractor shall immediately refund to CMHC the unliquidated portion of the advance payment and pay to CMHC interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

Article 3.0 - Financial

Maximum Financial Liability

In consideration of the carrying out of the Work, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule . Notwithstanding this however, CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed \$_____.

3.2 Amount is Inclusive

The amount payable to the Contractor by CMHC pursuant to Article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable under this Agreement to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). Any such taxes, assessments, duties or other levies shall be listed as separate line items on each invoice.

3.3 Collection and Remittance of Taxes

GST/HST, RST and Quebec Sales Tax (QST), to the extent applicable and required to be collected by the Contractor, shall be collected and shown as a separate item on an invoice which includes the Contractor's GST/HST or QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities any amounts of GST/HST, RST or QST collected on the consideration payable pursuant to this Agreement.

3.4 Invoicing

The Contractor must allow thirty (30) days from delivery of a complete invoice to CMHC for payment without interest charges. The Contractor shall only invoice for portions of the Work that have been completed.

3.5 Audit

The Contractor or the Software Publisher, as the case may be shall keep proper and detailed records and statements relating to the Agreement during the Term and for a period of three (3) years following the end of the Term and any renewals thereof. The Contractor or the Software Publisher, as the case may be shall at all reasonable times permit inspection and audit of such records and statements by CMHC's internal or external auditors with reasonable prior written notice of at least ten (10) working days. The Contractor or the Software Publisher, as the case may be shall provide CMHC's auditors with sufficient original documents in order to conduct the audit. An audit may be conducted without prior notice, however CMHC agrees to cooperate with the Contractor or the Software Publisher, as the case may be in the course of conducting any audit in order to avoid disruption in day-to-day operations.

3.6 Income Tax Reporting

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and *Regulations* to report payments made by CMHC to suppliers of goods and/or services by using a T1204

supplementary slip. The Contractor will be required to complete and sign a *Supplier - Direct Deposit and Tax Information Form* (CMHC/SCHL 3085) to allow CMHC to complete the T1204 slip.

Article 4.0 - General Terms and Conditions

4.1 Assignment of the Agreement

The Agreement shall not be assigned in whole or in part by the Contractor or the Software Publisher, as the case may be without the prior written consent of CMHC, which consent may be withheld by CMHC for any reason or no reason. It is understood and agreed that the Contractor or the Software Publisher, as the case may be may engage other entities to assist the Contractor in providing any of the Work, provided that the Contractor or the Software Publisher, as the case may be shall at all times remain responsible for the provision and quality of the Work in a manner which fully recognizes and respects the confidential nature of the Work. The Contractor or the Software Publisher, as the case may be undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of CMHC. No assignment of the Agreement shall relieve the Contractor or the Software Publisher, as the case may be from any obligation under the Agreement or impose any liability upon CMHC.

4.2 Contractor's Indemnification

The Contractor or the Software Publisher, as the case may be, agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Work. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor or the Software Publisher, as the case may be. The Contractor or the Software Publisher, as the case may be, shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor or the Software Publisher, as the case may be.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

4.3 No Limitation

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

4.4 Non-Waiver

Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.5 CMHC's Rights in Case of Non-Compliance or Default by Contractor

If the Contractor or the Software Publisher, as the case may be, 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 Agreement, CMHC may do such things and incur such costs as it deems necessary, acting reasonably, to correct the Contractor's or the Software Publisher, as the case may be, default, including without limitation the withholding of payment due to the Contractor for any Work rendered pursuant to this Agreement.

4.6 Force Majeure

(a) In the event that the Contractor or the Software Publisher, as the case may be, is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure (an event or effect that cannot be reasonably anticipated or controlled), the Contractor or the Software Publisher, as the case may be, shall provide immediate written notice by registered mail describing the event(s) that constitute(s) a force majeure. Without limiting the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor or the Software Publisher, as the case may be, has no reasonable control.

In the event CMHC receives notice from the Contractor or the Software Publisher, as the case may be, of a force majeure CMHC may, to the extent it deems necessary, secure the services of other qualified contractors without compensation or obligation to the Contractor or the Software Publisher, as the case may be,.

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

Notwithstanding the provisions contained in this Article, if closure is continued beyond one (1) calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the Work to continue.

4.7 No Joint Venture

It is hereby expressly acknowledged and agreed that the Agreement in no way constitutes the creation of a partnership or joint venture between CMHC and the Contractor or the Software Publisher, as the case may be, .

4.8 Contractor's Authority

The Contractor or the Software Publisher, as the case may be, shall have no authority to give any guarantee or warranty whatsoever, expressed or implied, on behalf of CMHC and the Contractor or the Software Publisher, as the case may be, is in no way the legal representative or agent of CMHC. The Contractor or the Software Publisher, as the case may be, may not create any obligation on behalf of CMHC or bind CMHC in any way.

4.9 Confidentiality and Non-Disclosure of CMHC Information

(a) Under this Article, “**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 Agreement, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, Software Publisher, subcontractor, reseller, agent or any other person engaged to perform the Work under the Agreement.

(b) Both parties acknowledge and understand that all 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.

(c) Both parties further understand and agree to treat all Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by both parties. Both parties shall restrict access to Information to those persons who have a need to know this information in order to perform the Work under the Agreement.

(d) Both Parties shall ensure that Information shall remain in Canada and expressly agrees to segregate 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, both parties 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 Information to any other person including subsidiaries, branch offices, partners or subcontractors without the prior written consent of the other party.

(e) Where disclosure of 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, one party shall notify the other party promptly after discovering the potential of disclosure of Information so that the party has the opportunity to seek a protective order or other appropriate remedy.

(f) Both parties also agree that in the event that disclosure of Information is required by a valid and applicable law, it shall, in co-operation with the other party, do all things reasonably possible to prevent access to Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for the party to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

(g) Subject to the Contractor's obligations under Article 3.6, any documents provided to the Contractor or the Software Publisher, as the case may be, in the performance of the Work described herein shall be returned, uncopied or destroyed by such party within six (6) months of the termination of this Agreement. For documents not returned to, the Contractor or the Software Publisher, as the case may be, shall provide to CMHC specific proof under oath of their destruction.

4.10 Conflict of Interest

The Contractor or the Software Publisher, as the case may be, and its principals, employees and agents shall avoid any conflict of interest during the Term or any renewal 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.

The Contractor or the Software Publisher, as the case may be, must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's or the Software Publisher's, as the case may be, duties to that third party and the Contractor's or the Software Publisher's, as the case may be, duties to CMHC.

In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

Any former public office holder must be in compliance with the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* (2006) in order to derive any benefit from this Agreement.

4.11 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 therefrom.

4.12 Intellectual Property Rights

(a) Representations

Contractor has all necessary power, authority and capacity, and holds all licenses required under applicable law to enter into this Agreement to perform its obligations hereunder;

The Contractor or the Software Publisher, as the case may be, grants to CMHC a non-exclusive license to use and reproduce any required licensed software for the performance of the Work in accordance with the conditions of the Agreement.

The Contractor or the Software Publisher, as the case may be, guarantees that it has the right to license any applicable software to carry out the Work pursuant to this Agreement and full power and authority to grant to CMHC all the rights granted under the Agreement. The Contractor or the Software Publisher, as the case may be, also guarantees that all necessary consents to that grant have been obtained.

All materials and documents which are the property of CMHC at the commencement of the Term, or any renewal term, shall remain the property of CMHC.

All rights in any pre-existing intellectual property of the Contractor or the Software Publisher, as the case may be, or any third parties incorporated into any deliverables and any changes thereto would continue to be owned by the Contractor or the Software Publisher, as the case may be, or such third parties. The Contractor or the Software Publisher, as the case may be, represents and warrants that, to the best of its knowledge, neither it nor CMHC will infringe any third party's intellectual property rights in performing or using the Work, and that CMHC will have no obligation to pay royalties of any kind to anyone in connection with the Work.

If anyone makes a claim against CMHC or the Contractor or the Software Publisher, as the case may be concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against CMHC, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against CMHC, but the Attorney General may request that the Contractor defend CMHC against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

The Contractor or the Software Publisher, as the case may be, has no obligation regarding claims that were only made because:

CMHC modified the Work or part of the Work without the Contractor's or the Software Publisher, as the case may be, consent or used the Work or part of the Work without following a requirement of the Agreement; or

CMHC used the Work or part of the Work with a product that the Contractor or the Software Publisher, as the case may be, did not supply under the Agreement (unless that use is described in the Agreement or the manufacturer's specifications);or

the Contractor or the Software Publisher, as the case may be, used equipment, drawings, specifications or other information supplied to the Contractor by CMHC (or by someone authorized by CMHC).

(b) Intellectual Property Infringement

The Contractor or the Software Publisher, as the case may be, used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor or the Software Publisher, as the case may be, has included the following language in its own contract with the supplier of that equipment or software: the Contractor or the Software Publisher acknowledges that the purchased items will be used by CMHC. If a third party claims that equipment or software supplied under this Agreement infringes any intellectual property right, the Contractor or the Software Publisher, as the case may be, if requested to do so by either the Contractor or the Software Publisher, as the case may be, or CMHC, will defend both the Contractor and the Software Publisher, as the case may be, and CMHC against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to CMHC for the claim.

If anyone claims that, as a result of the Work, the Contractor or the Software Publisher, as the case may be, or CMHC is infringing its intellectual property rights, the Contractor or the Software Publisher, as the case may be, must immediately do one of the following:

- i. take whatever steps are necessary to allow CMHC to continue to use the allegedly infringing part of the Work; or
- ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Agreement; or
- iii. take back the Work and refund any part of the Agreement Price that CMHC has already paid.

If the Contractor or the Software Publisher, as the case may be, determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, CMHC may choose either to require the Contractor or the Software Publisher, as the case may be, to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor or the Software Publisher, as the case may be, must reimburse CMHC for all the costs it incurs to do so.

Contractor or the Software Publisher, as the case may be, certifies that it has no outstanding contract or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude the Contractor or the Software Publisher, as the case may be, from complying with the provisions hereof, and that it will not enter into any such conflicting contract during the Term or any renewal term of this Agreement.

Contractor or the Software Publisher, as the case may be, further certifies that it will not disclose to CMHC any confidential, secret, and/or proprietary information, which is the property of others and which Contractor or the Software Publisher, as the case may be, is not authorized to disclose. Contractor or the Software Publisher, as the case may be, shall be responsible for obtaining, at its expense, all rights to third party intellectual property, necessary to comply with its obligations under this Agreement.

4.13 Insurance

A) Commercial General Liability Insurance

The Contractor 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:

- i. cross liability including severability of interest
- ii. personal Injury
- iii. broad form property damage including completed operations
- iv. blanket contractual liability
- v. employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- vi. non owned automobile liability
Canada Mortgage and Housing Corporation to be added as additional insured.
- vii. 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- viii. 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).
- ix. Copyright infringement
- x. Trademark infringement

B) Professional (Errors & Omissions) Liability

Errors and Omissions Liability insurance, with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per claim, providing coverage for, but not limited to, economic loss arising from or related to errors or omissions, any breach of network security, any privacy breach or transmission of malicious code. The policy will provide 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Contractor's employees and Contractors contract employees (if applicable) as named insured. The Contractor shall ensure that the policy is renewed continuously for a minimum period of one (3) year following the expiration or early termination of this Agreement.

C) Fidelity Bond/Employee Dishonesty Insurance (Crime Insurance)

The Contractor shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 any one loss. The policy shall include Computer fraud and extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract.

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 Contractor pursuant to this Section 4.13 (Insurance) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

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 4.13 (Insurance). In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 4.13 (Insurance) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 4.13 (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 4.13 (Insurance), the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

4.14 Corporation Identification

It is agreed that the Contractor or the Software Publisher, as the case may be, will make no use whatsoever of CMHC's name, logo, official marks or trademarks without first obtaining the express written consent of CMHC.

4.15 Extras

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

4.16 Binding Agreement

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

4.17 Scope of Agreement

This Agreement together with any attached schedules and the documents specified in Article 6.1 contains all of the agreements of the parties hereto and no other representations or warranties or conditions, verbal, implied or otherwise, exist between the parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.18 Compliance with Laws

The Contractor and CMHC shall give all the notices and obtain all the licenses and permits required to perform the Work. The Contractor and CMHC shall comply with all the laws applicable to the Work or the performance of the Agreement.

4.19 Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and any federal laws applicable therein. The parties agree that any proceedings initiated with respect to the Agreement will be commenced in the province of Ontario.

4.20 Severability

If any provision of the Agreement is held by competent authority to be invalid, illegal or unenforceable, for any reason, the remaining provisions of the Agreement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Agreement shall be either renegotiated or terminated by the parties.

Article 5.0 – Administration of Agreement

Each Party shall assign administrators who will be responsible for overseeing this Agreement. The individuals named in the articles below are the initial agreement administrators.

The Parties shall notify the other in writing in the event that any of the administrators are changed.

5.1 CMHC Contract Administrator:

IT Contracts/Procurement Services
700 Montreal Road
Ottawa, Ontario
K1A 0P7
Attn: Christine Brown – ccbrown@cmhc-schl.gc.ca
itcontracts@cmhc-schl.gc.ca

(613) 748-2534

5.2 Contractor's Representative:

5.3 CMHC Technical Representative - Managed Contract:

CMHC will appoint one or more CMHC employees or other personnel employed by CMHC as its technical representatives for the purposes of the Work that is being undertaken. The Contractor will be entitled to rely on all oral and written orders and instructions issued by any Representative including, without limitation, instructions to initiate work, incur expenses and in management functions related to the Agreement on CMHC's behalf. CMHC reserves the right to select and reassign any Representative. Furthermore, CMHC will remain responsible for its Representatives' performance of such services to the same extent as though such Representatives were employees of CMHC.

5.4 CMHC Invoicing:

All invoices must include the CMHC file number _____ and sent by e-mail or regular mail to:

IT_Order_Desk@cmhc-schl.gc.ca

700 Montreal Road

3rd Floor

Ottawa, Ontario

K1A 0P7

Article 6.0 - Agreement Documents

6.1 The Agreement documents consist of the following:

This form of Agreement as executed _____;

Schedule "A" - The Statement of Work;

Schedule "B" – The Pricing Table

Schedule "C" –;

Schedule "D) – Software Publisher's Letter of Authorization dated _____.

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 Agreement documents are complementary and what is called for in any one shall be binding as if called for by all. The Agreement 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 Agreement documents shall have precedence among themselves in the order as listed above.

Article 7.0 - Miscellaneous

7.1. The Contractor’s obligations under Articles 3.6, 4.2, 4.09, 4.12, 4.16, 4.18 and 7.1 shall survive the expiry or termination of the Agreement regardless of the method or manner in which it is terminated.

7.2 No amendment, supplement or restatement of any provision of the Agreement is binding unless it is in writing and signed by each of the parties to the Agreement.

7.3 The Agreement and any amendment, supplement or restatement of any provision of the Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument

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

THE CONTRACTOR

CANADA MORTGAGE AND HOUSING CORPORATION

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

**SCHEDULE D (of the Agreement)
Software Publisher Declaration**

This confirms that the Software Publisher identified below understands and acknowledges that the Supplier named below has submitted a quote in response to the _____, reference number _____ issued by CMHC. The Software Publisher hereby confirms that:

- (i) The Supplier named below is authorized to supply the Software Publisher’s products (including maintenance and support services), listed below or described in the Agreement entered into between Supplier and CMHC on () bearing reference number _____;
- (ii) The Software Publisher agrees to grant all applicable licenses to be acquired under the Agreement in accordance with the resulting terms and conditions set out in the Agreement; and;
- (iii) The Software Publisher agrees that the Supplier is an authorized re-seller of the Software Publisher for all products/services described below or in the Agreement and, as such, the Software Publisher confirms the Supplier has the authority to bind the Software Publisher as per the terms of the Agreement.

The Software Publisher acknowledges that the Supplier has proposed to CMHC, in response to the _____, the following products and services of the Software Publisher:

[Identify all of the Licensing Entities’ proprietary products that are proposed by the reseller]

Name of Supplier

Name of Software Publisher (SP)

Signature of authorized signatory of SP

Print Name of authorized signatory of SP

Print Title of authorized signatory of SP

Address for authorized signatory of SP

Telephone no. for authorized signatory of SP

Email for authorized signatory of SP

Date signed

RFQ Number

SECTION 7 – The Schedules

7.1 SCHEDULE "A" - Financial Proposal

MODELING SOLUTION			
MAXIMUM ALL-INCLUSIVE LOT PRICE (CDN \$)			
Item #	Item Description	Unit Price	Extended Price
1	Licenses for 10 users of commercial off-the-shelf of _____. This item must cover all costs, activities and level of effort incurred by the Proponent to deliver the requirement of Section 3 - Statement of Requirement.	\$	\$
2	Annual Maintenance and Support Services – Year 1	\$	\$
3	Annual Maintenance and Support Services – Year 2	\$	\$
4	Annual Maintenance and Support Services – Year 3	\$	\$
5	Annual Maintenance and Support Services – Year 4	\$	\$
6	Annual Maintenance and Support Services – Year 5	\$	\$
7	Training and implementation services included	\$00.00	\$00.00
8	Applicable taxes		
9	Total Price		

Item #	Item Description	Unit Price
1	Additional Licenses – up to 10	\$
2	Annual Maintenance on Additional Licenses	\$

Note: Pricing for the additional licenses will not be evaluated in the financial proposal. Pricing will be used for future optional additional purchases of the licenses on an as and when required.

7.2 SCHEDULE B – Evaluation Table

EVALUATION CRITERIA	A	B
	WEIGHT 100 Total	POINTS 0 to 5
<i>Criteria 1</i> Proof of Proposal	70%	
<i>Criteria 2</i> Financial Proposal	30%	
TOTALS	100	

7.3 SCHEDULE C – Certificate of Submission

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 proposal, 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 _____, 20__ 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

Title of Signing Authority

Declaration: I have the authority to bind the company.

7.4 SCHEDULE D - Mandatory Compliance Checklist

- | | |
|--|--------------------------|
| <input type="checkbox"/> Submission Deadline | Section 2.2 |
| <input type="checkbox"/> Offering Period | Section 2.11 |
| <input type="checkbox"/> Response to Statement of Work | Section 4.5 |
| <input type="checkbox"/> Financial / Pricing Proposal | Section 4.9 |
| <input type="checkbox"/> Certificate of Submission | Section 7.3 – Schedule C |

The above Mandatory Criteria are provided as a guideline and are to be adjusted as required.}