

Request for Proposal

FOR

Mortgage Industry Standards Maintenance Organization (MISMO) Data Standards – Canada Compatibility Analysis

<p>Date issued: March 20, 2019</p> <p>Solicitation File Number: RFP 000083</p> <p>Originating Department: Housing Markets and Indicators</p>	<p>Solicitation Closes: 2:00 PM EDT, April 4, 2019</p> <p>Inquiries: Ryan Lemay, Procurement Officer</p> <p>Tel: 1 (604) 737-4019</p> <p>Email: rlemay@cmhc-schl.gc.ca</p>
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Security Classification: PROTECTED

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this Section is to provide general information about 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 with a vendor(s) (hereafter referred to as the “Proponent(s)”) for the purpose of providing research and reporting on the structural differences between the Mortgage Industry Standards Maintenance Organization (MISMO) data model and the requirements of Canadian mortgage industry participants.

This Agreement will have an initial term of up to six (6) months, with the potential to renew for one subsequent six-month renewal, not to exceed a cumulative total of twelve (12) months.

The value of this service is not expected to exceed \$300,000 CDN annually, including all applicable taxes.

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 services, or to compensate any Proponent for work done other than as may be set out in a written contract 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 Families, Children and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

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

1.4 Purpose of Request for Proposal

CMHC uses an RFP to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead Proponent, and outline the terms and conditions under which the successful Proponent will operate or supply goods and/or services. 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 Service Providers Database

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC source list.

All Proponents must be registered with Public Works and Government Services Canada prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If Proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

1.6 Schedule of Events

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

Date (2019)	Activities
March 20	Request for Proposal issued
March 28	Deadline for questions (5:00 PM EDT)
April 1	Deadline for issuing addenda (answers to questions)
April 4	Submission deadline (2:00 PM EDT)
May	Evaluation and selection of lead Proponent
May	Agreement award and finalization with lead Proponent
May	Announcement of successful Proponent
As Requested	Debriefing to unsuccessful Proponents

1.7 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. Compliance with mandatory requirements will be assessed by CMHC in its sole discretion.

A mandatory requirement is defined as:

- a minimum standard that a proposal must meet in order to be considered for further evaluation;
- a requirement that must be met in order for the Proponent to substantially comply with the requirements of the RFP; and
- a term that must be included in any Agreement that results from the RFP

Mandatory requirements are identified in:

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

Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. 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 2.4.

1.8 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each 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 continuously improve its bid documents and procedures. CMHC welcomes input regarding Proponent experience in responding to its RFPs, 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 # 000083* to the name and address provided in Section 2.4. 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 2.4

1.10 Direct Deposit and Income Tax Reporting Requirement

All payments and transfers of funds under any resulting contract 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.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

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

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

2.2 Certificate of Submission

MANDATORY

The Certificate of Submission, attached as Appendix A, 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

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.

Please be advised that 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 2.4 should they not receive said confirmation within 30 minutes of submission.

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

2.3.1 Submission Deadline

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

2:00 p.m. local Ottawa time, on April 4, 2019

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

2.3.2 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 000083, MISMO Data Standards – Canada Compatibility Analysis

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

2.3.3 Language of Proposal

Proposals may be submitted in English or French.

2.3.4 Number of Copies

One (1) signed original copies of the complete proposal are to be submitted.

2.3.5 Format

Proposals may be submitted in Adobe Acrobat PDF.

Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC and will not be considered.

2.3.6 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 two (2) hours of notification.

2.4 Inquiries

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

Ryan Lemay
Procurement Officer
rlemay@cmhc-schl.gc.ca

Changes to this RFP document will only be effective if issued by CMHC in writing as described below. Proponents are therefore strongly 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 addendum published on GETS. 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 published for Proponents on GETS.

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 after the question deadline.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission, 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.

2.6 Proponent Contact

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

2.7 Offering Period

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the Proponent during the RFP process and until such time as an Agreement is negotiated and executed.

2.8 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 2.3, 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.

2.9 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.

2.10 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.

2.11 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.

2.12 Verification of Proposals

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

2.13 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 which 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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 then, 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.

2.18 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.

2.19 Security Clearance

CMHC requires employees of the selected Proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately five working days, but may take longer, depending on the circumstances.

If they are not security cleared, the Proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information.

Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this RFP. The failure of an individual to obtain security clearance shall not relieve the successful Proponent from any of its obligations under this RFP and any resulting agreement.

2.20 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement. 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.

2.21 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.

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.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

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

3.2 Mandatory Requirements

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

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

The Mandatory Compliance Checklist is located at Appendix C (7.3).

3.3 Statement of Work

CMHC is seeking a Proponent with extensive understanding of the MISMO data model and the Canadian mortgage industry to complete research and report on the structural differences between the MISMO data model and the requirements of Canadian mortgage industry participants.

3.3.1 Background

The mortgage industry is data intensive, requiring a mass of information concerning the property, the borrower and the lender. Further, the decentralized nature of the market means that this information needs to be shared between many different firms at various stages of the mortgage lending cycle including underwriting, mortgage insurance, title insurance, appraisal, servicing, securitization, house insurance, etc. While all firms require the same kinds of information, there is currently no agreement between the various institutions on specific data point definitions or a specific process for recording the information.

However, in the USA the Mortgage Industry Standards Maintain Organization (MISMO) has created a set of standards that is widely adopted in the industry.

CMHC is currently undertaking an evaluation of the potential benefits of data standards within the Canadian mortgage industry and of which form of standards may be the most appropriate.

3.3.2 Scope of Work

CMHC is seeking a Proponent with extensive understanding of the MISMO data model and the Canadian mortgage industry to complete research and report on the structural differences between the MISMO data model and the requirements of Canadian mortgage industry participants. The Services include:

Phase 1 – Analysis of CMHC data structures against the MISMO data model

The Proponent will be expected to use the CMHC data structure to determine the degree of alignment with the MISMO model. For this, the Proponent will be provided with CMHC’s internal data terms, definitions and structures. Using their expertise of the MISMO model, the Proponent will determine areas in which the MISMO model does not contain terms required by various business lines with CMHC – including mortgage insurance, securitization and policy groups within CMHC. Further, the analysis should determine the extent to which CMHC would be required to update its current data structures to hypothetically adopt the MISMO standards outright. Ultimately, the Proponent is expected to provide an appropriate quantitative measure of the areas in which MISMO would not provide a suitable standard. Further, a detailed list of CMHC terms compatibility with MISMO is required.

In addition, CMHC will provide the dictionary and data model of CMHC’s applications related to its government responsibilities relating to Assisted Housing, First Nations Housing, Low income Housing, and the National Housing Strategy. These aspects of CMHC’s business capabilities should also be compared to the MISMO products for the same analysis as the commercial side of CMHC.

The Proponent will have access to CMHC subject matter experts where appropriate to provide clarification of the usage and definitions of data points.

Comparisons between the MISMO and CMHC dictionary areas of interest:

1. Data dictionary (terms and definitions)
2. Data model (relationship between groupings of data entities, primary keys, foreign keys, constraints)
3. Business processes (life cycle of a mortgage, business workflow, business rules)
4. Data Interfaces (inputs and outputs between business processes and workflows)

Phase 2 – Analysis of Partner Firms data structures against the MISMO data model

Certain Canadian mortgage industry firms (“Partner Firm”) have agreed to support and participate in CMHC’s analysis of data standards. Partner Firms include financial institutions (federally and provincially regulated), loan origination system vendors, mortgage brokers and mortgage loan insurers, among others.

These partnerships allow for the analysis of the suitability of different proposed data standard models. As a second phase of this research, the Proponent will perform a similar analysis of the data structures used by the Partner Firms to complement the analysis of CMHC data. The purpose is the increase the understanding of how the MISMO standard would be compatible or incompatible with the broader Canadian mortgage industry. The Lead Proponent will prepare a quantitative summary, maintaining sufficient confidentiality of Partner Firms’ data models from CMHC.

The Proponent should outline an appropriate quantity of Partner Firms and detail of analysis it proposes to conduct from Partner Firms to determine the overall Canadian industry compatibility. The Proponent should provide a scalability option based on the quantity of Partner Firms, CMHC opt to add or remove Partner Firms in relation to the proposed appropriate quantity.

CMHC will connect the Lead Proponent with the Partner Firms. The Lead Proponent is expected to coordinate with the Partner Firms on the availability of their subject matter experts, however, the Proponent is expected to use their industry knowledge and knowledge gained from Phase 1 as the primary sources of information regarding the analysis.

The Lead Proponent will prepare a compatibility analysis of the four areas of interest listed in Phase 1.

Deliverables for Phase 1 and Phase 2

The Lead Proponent will be required to provide the following deliverables:

- A final summary report outlining the areas in which MISMO does not meet the requirements of the Canadian mortgage industry, using an appropriate quantitative representation where feasible.
- A brief individual qualitative summary note for each Partner Firms evaluated, outlining the areas in which MISMO significantly differs from the current data model used by the Partner Firm
- A report outlining the extent of changes that would be required from CMHC for a MISMO adoption
- An excel document detailing the compatibility or incompatibility of CMHC terms in the MISMO model

3.3.3 Work Location

All Services will be performed at the Lead Proponent's place of business.

No travel will be required in the course of any resulting Agreement and no compensation will be awarded to the Lead Proponent(s) for any travel cost incurred.

3.2.4 Resources

CMHC is seeking a research firm with a minimum of five (5) years of demonstrable experience and depth of knowledge of MISMO data model, terms and definitions, and best practices. The Proponent is expected to meet the following minimum requirements:

Project Manager/Team Leader:

Responsible for and manages the two phases and the project team, ensuring that the project is developed, performed and completed within the agreed upon time, resources (including cost) and performance parameters. Has lead role in overall quality assurance for the project and serves as primary point of contact with CMHC.

Minimum requirement: A minimum of five (5) years of hands-on experience in project management;

Senior Researcher:

Develops, designs, and carries out significant segments of the two phases and will play a lead role in analysis and preparation of the final reports.

Minimum requirement: A minimum of five (5) years of experience relevant to MISMO data modeling.

Researcher:

Organizes and conducts research for the two phases, gathers data, conducts analysis, prepares draft reports.

Minimum requirement: Experience working on at least three (3) significant projects/assignments related to the MISMO data modeling.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

Response Item

#	Item
4.3	Covering Letter
4.4	Executive Summary
4.5	Proponent's Qualifications
4.6	Response to Statement of Work
4.7	Project Management Plan
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 Mandatory Proposal Requirements

Certain requirements in Section 4 are identified as mandatory. See Section 1.7 for a description of mandatory requirements.

4.2.2 Mandatory Technical Requirements

MANDATORY

CMHC is seeking a research firm with a minimum of five (5) years of demonstrable experience and depth of knowledge of MISMO data model, terms and definitions, and best practices.

4.3 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.

4.4 Executive Summary

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

- a) 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.

4.5 Proponent's Qualifications [page limit: 4 pages] MANDATORY

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. 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?
- b) Résumés for all personnel who would be assigned to the project, including subcontractors, if any. Specify if any personnel
 - Are Certified MISMO Standard Professional (CMSP)
 - Have any previous work experiences with the Canadian Mortgage Industry
- c) References: A minimum of three (3) contracts of a similar size and scope to either phase outlined in Section 3.3.2, relevant to the MISMO data modeling, which the Proponent currently holds or has held over the past five (5) years. For each contract, the following information must be provided: company name and address; contact person name, email, and phone number and a brief description of the services provided.

CMHC may approach any such contact person for information relating to the quality of work provided by the Proponent. Should CMHC determine, at its sole discretion, any information in the provided references to be false or inaccurate, or if the contact provided in the reference provides negative feedback regarding the Proponent and its conduct on projects, the Proponent will be disqualified from the evaluation process. Contracts named in References must be relevant to the Statement of Work. Please do not list CMHC as a reference if applicable.

4.6 Response to Statement of Work [page limit: 2 pages] MANDATORY

In this Section, the Proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work. Including but not limited to:

- a) Describe the methodology for determining alignment between MISMO and CMHC/Partner Firms data systems.
- b) Outline the proposed number and types of Partner Firms.

4.7 Project Management Plan [page limit: 2 pages]

MANDATORY

The Proponent shall describe its project management plan including:

- a) The Proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- b) The Proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- c) The Proponent shall describe its status reporting methodology, including details of written and oral progress reporting methods.
- d) The Proponent shall describe the method it will use to ensure compliance with the work schedule.

4.8 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).

4.9 Other Information

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

4.10 Pricing Proposal

MANDATORY

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.

The Proponent must submit a fixed (firm) price for the services outlined in this RFP. In addition, the Proponent must submit pricing information that indicates how the fixed price was calculated, referencing the following two (2) Pricing Tables:

Table A:

Table A is for the Proponent to outline the Project Personnel, their role, hourly rate, and estimated hours to complete the Services outlined in the RFP. The empty spaces are included for the Proponent to add any other pre-determined rates associated with the delivery of the Services described in this RFP.

Pricing Table A – Rates				
Category	Personnel (Name)	Hourly Rate	Estimated Hours	Total Value (Rates x Hours)
Project Manager				
Senior Researcher				
Researcher				
Other pre-determined rates associated with the delivery of the Services described in this RFP				
TOTAL CONTRACT VALUE				

Total Contract Value identified in the last row of Table A will be considered as the Proponent’s firm (fixed) price to complete the Services outlined in the RFP, which will be used to calculate the Proponents score for the pricing requirement as outlined in Section 5 – Evaluation and Selection.

Table B:

Should CMHC at its sole discretion decide to amend the quantity of Partner Firms participating in the analysis, the Proponent will provide scalability pricing based the quantity of Partner Firms’ data models analyzed in the proposal.

Pricing Table B – Partner Firms	
	Cost (per Partner Firm)
Cost to ADD Partner Firms (to the Proponent’s proposed quantity)	\$
Cost to REMOVE Partner Firms (from the Proponent’s proposed quantity)	\$

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a Lead Proponent and finalize and sign 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 Evaluation Table

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

5.4 Evaluation Methodology

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

Each compliant proposal 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 shown in the Evaluation Table, Appendix "B".

Rated criteria category		Weighting
4.5	Proponent's Qualifications	35 %
4.6	Response to Statement of Work	35 %
4.7	Project Management Plan	20 %
4.10	Pricing Requirements	10 %
Total		100 %

Section 4.5, 4.6 and 4.7 will be scored by the Evaluation Committee in accordance with the Evaluation Table (Appendix "B"). Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria.

Once individual evaluations are complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal. A proposal must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation process.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form in Section 4.10. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$(\text{lowest price} \div \text{Proponent's price}) \times \text{weighting} = \text{Proponent's pricing points}$$

The Lead Proponent will be the Proponent achieving the highest overall score.

5.5 Financial Evaluation

Once a Lead Proponent is identified, CMHC may carry out a credit check and/or a financial capacity on the Lead Proponent. The financial evaluation will be based on the information that is requested as per Section 4.8 of this RFP.

The financial evaluation is a pass/fail evaluation to determine whether the Lead Proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the Lead Proponent passes the financial evaluation, CMHC is then in a position to begin contract negotiations. If the Lead Proponent fails the evaluation, it is disqualified from further consideration.

5.6 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 contract 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.

6 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 contract.

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.

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 (the “Agreement”)

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

(hereinafter referred to as "CMHC")

AND CONTRACTOR

(hereinafter referred to as "the Contractor")
(individually a “Party”, collectively the “Parties”)

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

Article 1.0 - The Services

- 1.1** The Contractor covenants and agrees to provide research and reporting on the structural differences between the MISMO data model and the requirements of Canadian mortgage industry participants in accordance with the Statement of Work attached as Schedule “A” (the “Services”).
- 1.2** The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.

Article 2.0 - Term of the Agreement

- 2.1** The term of the Agreement shall be for a period of six (6) months, commencing on May 1, 2019 and ending on October 31, 2019 (the “Initial Term”).

2.2 Renewal

The Agreement may be renewed at CMHC’s sole discretion for one (1) additional, six (6) month term, not to exceed a cumulative total of twelve (12) months (the “Renewal Term”).

Collectively the Initial Term and the Renewal Term are the “Term”.

2.3 Termination

No fault termination

Notwithstanding Articles 2.1 and 2.2 above, CMHC may terminate the Agreement for any reason with no penalty, charge, or liability of any kind by giving at least thirty (30) calendar days written notice to the Contractor at any time during the Term.

Termination for Default of Contractor

CMHC may, by giving at least ten (10) calendar days prior written notice to the Contractor, terminate this Agreement without penalty, charge, or liability of any kind for any of the following reasons:

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;

2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Contractor 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 are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement; or
4. The Contractor 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.

CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) calendar days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

Contractor's Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor's standard rates.

2.4 Termination Assistance

Commencing one (1) month prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

Article 3.0 – Financial

- 3.1** In consideration of the performance of the services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$_____ for Services provided during the initial term of the Agreement.
- 3.2** 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, including any goods and services tax/harmonized sales tax (GST/HST) or provincial sales tax (PST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding Article 3.2 above, GST/HST or PST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. The Contractor must allow thirty (30) calendar days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service.

All invoices must make reference to this Agreement by quoting CMHC file number _____.

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

3.5.1 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer (“EFT”). The Contractor is responsible for providing CMHC with all the information set out in Section 3.5.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

3.5.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers, including the Contractor’s social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.6 Audit

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor agrees to allow CMHC’s internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Contractor agrees to provide the CMHC’s internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however the CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright.

Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

4.2. Confidentiality and Non-Disclosure of CMHC Information

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor.

The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement.

In the event that a breach of confidentiality occurs, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Contractor further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

Note that personal information may not be stored outside of Canada

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

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Provide CMHC with details as to where the information will be located outside of Canada, how it will be stored, and for what period of time it will be outside of Canada;
- Ensure that CMHC Information is segregated from all other information by physical or electronic means; and
- 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, or other competent authority, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable steps 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.

CMHC Information will be provided following receipt of a signed Confidentiality and Non-disclosure Agreement from the Contractor.

4.3. Contractor's Indemnification

The Contractor 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 Services. 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. The Contractor 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.

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

4.4. Independent Contractor

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

4.5. Contractor's Authority

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

4.6. Corporation Identification

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

4.7. Conflict of Interest

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

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor'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 terminate the Agreement. All work product that has 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 public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

4.8. Insurance

The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies. The Contractor shall, at its own expense, procure and maintain in force for the duration of the Agreement;

a) Commercial General Liability Insurance

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

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

b) Worker's Compensation

Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed.

c) Errors & Omission 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 Insurance Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include the Contractor's employees and the Contractor's contract employees (if applicable) as named insured.

The Contractor shall ensure that the policy is renewed continuously for a minimum period of two (2) years following the expiration or early termination of this Agreement.

d) Other conditions

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

All insurance policies required to be maintained by the Contractor pursuant to this Insurance Section 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 Insurance Section. In addition, the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Insurance Section intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Insurance Section.

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 this Agreement, 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 this Agreement. All insurance policies shall be provided and maintained by the Contractor at its own expense.

4.9. No Limitation

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

4.10. Non-Compliance

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.11. Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

4.12. Non-Waiver

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

4.13. Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable. The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances.

The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the services or the performance of the Agreement.

4.14. Official Languages

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to cooperate with CMHC to take any measures necessary to ensure compliance with the *Act*.

The Contractor further understands and agrees to ensure that services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

4.15. Access to CMHC Property

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.16. Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 shall be adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.17. 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.

4.18. Assignment of the Agreement

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.19. Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified.

Where the Contractor provides satisfactory evidence to CMHC that the Contractor 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, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.20. Severability

If any part of the Agreement is determined to be unenforceable by a competent authority, it may be severed from the Agreement so as to preserve the intentions of the Parties to the extent possible.

4.21. Scope of Agreement

This Agreement contains all of the agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties except those set out herein or attached as Specifications, Conditions and Addendum and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22. Binding

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

Article 5.0 - Agreement Administration

5.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in Section 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

5.2 Notices

All invoices and notices issued under the Agreement shall be in writing and emailed to:

To CMHC:

To be completed and agreed upon with successful Proponent.

To the Contractor

To be completed and agreed upon with successful Proponent.

Article 6.0 - Documents comprising the Agreement

6.1 The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- a) This form of Agreement as executed _____;
- b) CMHC's Request for Proposal dated _____;
- c) The Contractor's submitted Proposal dated _____; and

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

6.2 The documents comprising the Agreement 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 shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

IN WITNESS WHEREOF this Agreement has been executed by duly authorized officers of the Parties as follows:

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK

To be completed and agreed upon with successful Proponent.

Draft Agreement - SCHEDULE "B" - FEES

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, CMHC shall pay the Contractor the fees identified below (plus applicable taxes).

To be completed and agreed upon with successful Proponent.

APPENDIX A - Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

1. 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;
2. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
3. 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;
4. 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;
5. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
6. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
7. 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;
8. certifies that this proposal was independently arrived at, without collusion;
9. 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;
10. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
11. 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;
12. (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).
13. 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.
14. 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.
15. 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 and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B - Evaluation Table

Evaluation Table A				
EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 0 to 5	UPSET SCORE	SCORE AxB
Proponent's Qualifications (Section 4.5) In this Section, the Proponent must provide detailed information relative its qualification as listed in Section 4.5, Proponent Qualifications.	35		105	
Response to Statement of Work (Section 4.6) In this Section, the Proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work.	35		105	
Project Management Plan (Section 4.7) In this Section, the Proponent must provide detailed information relative to its Project Management Plan as listed in Section 4.7, Project Management Plan.	20		60	
Total Technical Score (Criteria #1, #2, and #3)	270			
Meets Upset Score of 270	YES / NO			
Pricing Requirements (Section 4.10) Pricing is scored based on a formula where the lowest price obtains the highest score (5 out of 5) and all prices are then pro-rated.	10			
Total Pricing Score				

APPENDIX C - Mandatory Compliance Checklist

<input type="checkbox"/>	Submission Deadline	Section 2.3.1
<input type="checkbox"/>	Address for Delivery	Section 2.3.2
<input type="checkbox"/>	Offering Period	Section 2.7
<input type="checkbox"/>	Mandatory Technical Criteria	Section 4.2.2
<input type="checkbox"/>	Proponent's Qualifications	Section 4.5
<input type="checkbox"/>	Response to Statement of Work	Section 4.6
<input type="checkbox"/>	Pricing Proposal	Section 4.10
<input type="checkbox"/>	Certificate of Submission	Appendix A