

Request for Proposal

FOR

DECISION / BUSINESS RULES ENGINE

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Originating Department:
Information Technology

Inquiries: Bill Finnagan

Tel: (613) 748-2518

Email: ProcurementSourcing_Sourcesd'approvisionnement@cmhc-schl.gc.ca

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1BF

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)”) to provide CMHC with a Decision / Business Rules Engine (D/BRE). The system should have the ability to ingest data inputs from various systems, execute the business rules, logic and or strategies on the data to propose next best action to take in designing or re-designing system to meet CMHC’s needs. The Proponent must provide services of equal quality in both English and French.

This Agreement will have an initial term of up to Five (5) years, with the potential to renew for five (5) subsequent one-year renewals, not to exceed a cumulative total of ten (10) 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 services, or to compensate any proponent for work done other than as may be set out in a written contract with that proponent. For clarity, CMHC reserves the right not to choose any solution and cancel the RFP for any reason.

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 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 used to evaluate the proposals and select a lead proponent. As well, as outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. By submitting a proposal, proponents agree bound by the terms of this RFP, and the terms of the proposal that they submit.

In this RFP process, CMHC evaluates the proposals and proponents 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.

Only proponents registered with **Public Works and Government Services Canada** prior to submitting a proposal will be considered for evaluation. 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. CMHC may, at its sole discretion, change any the listed dates. The schedule of events shall not be considered terms or conditions under which the RFP will be conducted.

Month	Day / Year	Activity
April	30, 2019	Request for Proposal issued
May	20, 2019	Questions Deadline
May	27, 2019	Submission Deadline
June	28, 2019	Evaluation and Selection of lead proponent
July	19, 2019	Agreement award and finalization with lead proponent
July	26, 2019	Announcement of successful proponent
August	2019	As requested, debriefing to unsuccessful proponents

1.7 Critical Requirements and Tasks

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

A critical 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;
- a requirement that is a pass or, fail test as determined by CMHC in its sole discretion and;
- a term that must be included in any Agreement that results from the RFP.

Proponents must supply a response of "compliant" or "non-compliant" for each critical requirement in this RFP and must also substantiate compliance with a statement or reference to attached documentation. The substantiation must not simply be a repetition of the requirements, but must explain and demonstrate how the Proponent will meet the requirements and carry out the required work. Simply stating that the Proponent or its proposed solution or product complies is not sufficient.

Where CMHC determines that the substantiation is not complete, the Proponent will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the proposal - this information must be referenced in the "Proponent's Response" column of the Substantiation. Proponents must indicate where in the proposal the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, CMHC may request that the Proponent direct CMHC to the appropriate location in the documentation.

Critical requirements are found in:

- Appendix E - Decision Engine Vendor Response Template

To successfully respond to the RFP, there are also additional Critical tasks the proponent must complete. These tasks can be found in:

- Section 2 Submission Instructions

- Section 3 Requirements
- Section 4 Proposal Requirements
- Section 5 Evaluation and Selection
- Section 6 Proposed Agreement, and
- Appendix A - The Certificate of Submission.

Caution: Proposals which fail, in the reasonable discretion of CMHC, to meet any critical requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any critical 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 critical 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 Proponent Feedback

CMHC aims to improve its bid documents and procedures continuously. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether it be positive or negative. To avoid any perceived influence by such feedback in the award decision, CMHC encourages proponents 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 # RFX000070** 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.

1.9 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.

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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 Critical 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 critical requirements. Non-compliance with a critical requirement will result in the proposal being eliminated from further consideration.

2.2 Certificate of Submission

CRITICAL TASK

The Certificate of Submission, attached as Appendix A, summarizes some of the critical tasks set out in the RFP. As noted in Section 1.7, it is also a critical tasks 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 forty-eight (48) hours from the time of notification to meet this requirement.

2.3 Delivery Instructions

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.

CMHC only assumes responsibility for proposals once it has received the proposals by means specified. 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 thirty (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.

Address for Delivery

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.

2.3.1 Delivery Deadline

CRITICAL TASK

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

EBID@cmhc-schl.gc.ca

CMHC RFP: RFx000070

Submission Deadline: May 27, 2019

The subject line of the transmission must state: RFP, file # RFx000070 DBRE

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

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 May 27, 2019

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

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 or facsimile to the following contact person:

Bill Finnagan

Tel: (613) 748-2518

Email: ProcurementSourcing_Sourcesd'approvisionnement@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 facsimile, e-mail or 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 provided to proponents by facsimile, e-mail or 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 less than **seven (7) calendar days** prior to the closing date.

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

CRITICAL TASK

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 until such time as an Agreement is negotiated and executed, not to exceed one-hundred and twenty (120) days following the closing date.

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 and delivery deadline 2.3.1, 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 (5) 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 Shortlist

The evaluation procedure may include the development of a shortlist of the highest-ranked four (4) proponents in order that CMHC can gather additional information and conduct further evaluation of the proposals. The evaluation of shortlisted proposals will be based on the criteria outlined in *Section 5* of the RFP. Shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment and/or provide additional information prior to the final selection. CMHC reserves the right to supply additional information to those bidders who are shortlisted for the purpose of evaluating their proposals. CMHC will then allow the shortlisted vendors the opportunity to provide a "Best and Final Offer" pricing.

2.21 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.

2.22 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.

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.

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.

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 Critical Requirements

A critical requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Proponents are reminded that the definition of a Critical requirement and tasks are found in section 1.7 of the RFP.

Any critical requirements associated with the Statement of Work are clearly identified in **Appendix E – Decision Engine Vendor Response Template**. Proponents must supply a response of "compliant" or "non-compliant" for each critical requirement in this RFP and must also substantiate compliance with a statement or reference to attached documentation. The substantiation must not simply be a repetition of the requirements, but must explain

and demonstrate how the Proponent will meet the requirements and carry out the required work. Simply stating that the Proponent or its proposed solution or product complies is not sufficient

The Critical Compliance Checklist is located at Appendix C

3.3 Statement of Work

Please note that CMHC has uploaded Three (3) other documents that complete this RFP and particularly this Section 3. Proponents will need to make sure they have:

1. The PDF, CMHC Integration Guiding Principles;
2. The PDF, CMHC IT Security Policy; and
3. The Spreadsheet, Decision Engine Vendor Response Template.
4. CMHC Travel Policy for Proponents

The spreadsheet must be filled in by the proponent and submitted along with their proposal. CMHC will use spreadsheet to evaluate the proponents along with their financial proposal to determine the shortlisted proponents as described in section 2.20.

3.4 Adoption of CMHC Travel Policy for Proponents

CRITICAL TASK

The Proponent must commit to adopt to the CMHC travel policy for Proponents. The travel policy can be found in Appendix "H" along with the blank "request for travel expenses approval form"

3.5 Definitions

Term	Definition
Container	The technology to host an application in an environment known as a container
Decision	Is composed of one or more rules. It may use one or more scorecards. A decision may require the result of a model. A model may be hosted within the engine or outside of it.
Decision Tables	A decision that uses a table of values, conditions, rules or outcomes to make a decision.
Model	A model is logic that provides statistical analysis. Models may be hosted within the engine or outside of it.
Near Real time	The time to process a transaction that is close to instantaneous.
Nested Decision Trees	A hierarchy of decisions where the outcomes of decisions lead to other decisions or decision trees.
Outlier decision	A decision where performance is outside of expectations. It diverges from the expected pattern.
Prioritization Framework	A framework containing the priority of which rules or decisions are applied first in a decision or strategy.
Real time	The time to process a transaction that is instantaneous.
Reason Code Framework	A framework containing codes for reasons to explain decisions.
Rule sets	A set of rules
Score card	A scorecard is a type of model developed in the decision rules engine. Scorecards must have the ability to add and remove variables, and edits bins and scores.
Strategy	Groups of decisions that are organized to achieve a specific outcome.

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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 (completed spreadsheet " <u>Decision Engine Vendor Response Template</u> ")
4.7	Financial Information
4.8	Other Information
4.9	Pricing Proposal – Appendix D
4.10	Decision Engine Vendor Response Template

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 Critical Proposal Requirements

Certain tasks in section 4 are identified as critical. See Section 1.7 for a description of a critical task.

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

CRITICAL TASK

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) List significant changes in the operating model in the last four (4) years.

- (c) Résumés for key personnel who would be assigned to the project, including subcontractors, if any.
- (d) A list of references that includes all contracts of a similar size and scope which the proponent currently holds or has held over the past thirty-six (36) months with the name and address of the other party to the contract, 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.
- (e) List any customer complaints or litigation against your company in the last four (4) years.
- (f) 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?

4.6 Response to Statement of Work

CRITICAL TASK

In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work with substantiated comments and documentation.

4.7 Financial Information

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

4.7.1 Financial Capacity Review

CRITICAL TASK

Once identified, the lead proponent(s) will be requested to provide CMHC the following information, within seventy-two (72) hours of CMHC's request to permit an analysis of the financial capacity of the lead proponent(s):

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:

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

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the 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.

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.

4.8 Other Information

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

4.9 Pricing Proposal

CRITICAL TASK

The proponent must provide a response outlining the pricing of its proposed solution in a detailed manner. The proponent must fill Appendix D and submit to CMHC along with the proposal. Proponents who state they can perform a task which would normally incur a cost and do not provide that cost in Appendix D will be deemed non-complaint and eliminated from further evaluation.

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. Any proposals received listing the cost in any other currency will be converted to Canadian dollar at the highest exchange rate for the week of the closing date.

4.10 Decision Engine Vendor Response Template

CRITICAL TASK

The proponent must provide a completed copy of the Decision Engine Vendor Response Template (Appendix E). The responses documented with the template will be used to calculate the overall score of the solution as outlined in the Evaluation Table (Appendix B).

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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 proportional breakdown of the scoring per category. Appendix E contains the criteria upon which each proposal will be evaluated.

5.4 Evaluation Methodology

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

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

Based on the team scores of the submitted responses any proposal, which fail to meet the minimum score of 1755 on the rated requirements will be eliminated from further evaluation. A shortlist of the top four (4) vendors will be selected to provide product demonstrations to CMHC. These product demos will be evaluated and factored in to the final overall score. CMHC will use the product demonstration to confirm the Team scores. Should a proponent fail to display that they can perform a task as stated in their submission CMHC will re-score that requirement accordingly. Once the demonstrations are completed and the margin between the four(4) vendors are within five(5) percent, CMHC will allow the shortlisted proponents forty-eight (48) hours the opportunity to provide a "Best and Final Offer" Pricing to help determine the lead proponent. CMHC reserves the right of further testing to the lead proponent's solution to determine its fit for CMHC. If any critical requirements are found to be non-compliant or

rated requirements are not as stated in the submission the team scores will be adjusted accordingly and could result in a change in the lead proponent.

A lead proponent will be identified based on the committee's evaluation.

5.5 Financial Evaluation

Once a lead proponent is identified, CMHC will 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 4.7 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's Security Declaration

CRITICAL TASK

When applicable and as a means of selecting a lead Proponent, at CMHC's sole discretion, CMHC shall have the right to conduct an assessment of the Proponent's security controls and frameworks of their operations which impact CMHC. The assessment may be carried out by CMHC itself or by a third party on behalf of CMHC. Should a lead Proponent be identified, CMHC may request the following information, within an agreed upon timeframe, to permit an analysis of the Proponent's Security Measures:

- a) Provide proof, to the satisfaction of CMHC of the Proponent's implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a Protected B Level environment;
- b) Provide proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the Proponent's technology/infrastructure;
- c) Provide proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the Proponent's technology/infrastructure; and
- d) Provide CMHC with a "Security Controls Checklist" as detailed within one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent.

The Proponent will be required to document how they have met or exceed the baseline safeguards.

The Proponent may refine Security Measures as part of this process to ensure a sufficient amount of detail for their allocation of high-level design specification. CMHC will review and potentially approve any refinements implemented by the Proponent as part of CMHC's review and change disposition. Upon request from CMHC IT Security Risk Management, the lead Proponent will provide assurance that security controls are being managed in accordance with a Protected B Level environment both physical and electronic throughout the life of an ensuing Agreement. The Proponent will be required to ensure that any additional safeguards have been implemented to address any risks or residual risks identified by it or by CMHC.

5.7 Proponent Selection

Once a lead proponent has passed the financial evaluation and security requirements, 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.

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SECTION 6 PROPOSED DRAFT AGREEMENT

6.1 Overview of Section 6

Attached in Section 6.2 is a proposed 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 "Critical" in the RFP or proposed 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 proposed 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 Proposed Draft Agreement

PROPOSED 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

(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 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 Manner of Payment. This includes:

- a) granting the license to use _____ (hereinafter referred to as the "Licensed Software"), described in the Agreement;
- 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 CMHC;

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 C.

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; and
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. The Contractor or the Software Publisher must continue to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors, for at least ten (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 twelve (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 B - the Manner of Payment 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. All additional license purchases must terminate at the same time as initial User licenses granted under the Agreement. 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 A will clearly outline:

- a) which products the terms apply to;
- b) period during which the Contractor will provide the software maintenance and support;
- c) hours of support;
- d) contact and procedure information for accessing support;
- e) procedures for resolution of problems;
- f) Contractor must provide Software Error corrections and Maintenance Releases and upgrade;
- g) Contractor must keep track of software releases for the purpose of configuration control response times;
- h) procedures on how and when all telephone, fax or email communications will be responded to;
- i) support web site availability to CMHC's users (ex: 24 hours a day, 365 days a year, and 99% of the time).
- j) **Language of Support Services:** The Support Services must be provided in English and French.

Only terms which are presented in full and directly included in Schedule A 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 Services, which includes:

- a) The "Initial Agreement Term", which begins on the date the Agreement is awarded and ends five (5) year(s) later; and

- b) 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:

- a) The Contractor grants to CMHC the irrevocable option to extend the term of the Agreement by up to five (5) additional one-year (1) 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 Schedule B, the Manner of Payment of the Agreement.
- b) 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 are purchased during Agreement Term in accordance with the Agreement, the Software Support term currently underway will apply to the additional licenses purchased. For clarity, the Software Support term ends on the same date for all licenses supported under the Agreement.

2.3 Termination

No fault termination

Notwithstanding anything to the contrary in this Agreement, CMHC may terminate the Agreement for any reason with no penalty or charge by giving thirty (30) days written notice at any time during the Term.

Termination for Default of Contractor

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

- a. 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;
- b. 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;
- c. 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 Services under this Agreement;
- d. 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,
- e. 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.

CMHC may terminate this Agreement without notice if the Contractor or the Software Publisher, as the case may be commits gross misconduct, fraud or other unlawful acts. CMHC has the right to pursue every legal action against the Contractor to recover all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees associated with such acts.

The Parties agree that in the event of termination of Services for which an advance payment has been made, charges up to the date of termination will be calculated on a pro-rated 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.

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 or the Software Publisher, as the case may be 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) days of the date of the notice or receipt of an invoice submitted by the Contractor or the Software Publisher, as the case may be, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor or the Software Publisher, as the case may be.

Contractor's Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor or the Software Publisher, as the case may be shall promptly review all Services 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 six (6) months 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.

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Article 3.0 – Financial

3.1 Maximum Financial Liability

In consideration of the carrying out of the Services, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. 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.

Any payments made to the Contractor or the Software Publisher, as the case may be by CMHC pursuant to Article 3.1 in respect of services rendered in Canada by a non-Canadian resident will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from amounts payable to the Contractor or the Software Publisher, as the case may be, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency. After having made payment to the Canada Revenue Agency, CMHC shall issue an NR4 by February 28 of the following year that will show the amount, which will allow the Contractor or the Software Publisher, as the case may be, to offset income taxes payable.

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 Services that have been completed.

All invoices must be in Canadian funds. Invoices are to be sent to:

AccountsPayable@cmhc-schl.gc.ca.

All invoices must make reference to the purchase order number as provide by CMHC for any and all purchases and maintenance renewals. Failure to identify the purchase order number will result in payment delays, which cannot be calculated in CMHC's thirty (30) day payment period.

Before advancing any amount to the Contractor or the Software Publisher, as the case may be, 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 or the Software Publisher's, as the case may be default, including, without limitation, the following:

- a) directing the Contractor or the Software Publisher, as the case may be to redo the Services 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 or the Software Publisher, as the case may be against payment for payment due to the Contractor or the Software Publisher, as the case may be;
- 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 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 and to preserve confidentiality of any proprietary information that is disclosed.

3.7 Biennial Financial Capacity Review

The Contractor must provide CMHC, once every two years, the audited financial statements of the Contractor to permit an analysis of the on –going financial capacity of the Contractor.

The Contractor 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:

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

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the 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.

Article 4.0 - General Terms and Conditions

4.1. Intellectual Property Rights

(a) Representations

Contractor or the Software Publisher, as the case may be 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 Services 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 Services 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 Services, and that CMHC will have no obligation to pay royalties of any kind to anyone in connection with the Services.

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

CMHC used the Services or part of the Services 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 Services, 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 Services; or
- ii. modify or replace the Services to avoid intellectual property infringement, while ensuring that the Services continues to meet all the requirements of the Agreement; or
- iii. take back the Services 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 Services 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.

4.2. Confidentiality and Non-Disclosure of CMHC Information**Critical**

- 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 Services 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 Services 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 Services 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 section, any documents provided to the Contractor or the Software Publisher, as the case may be, in the performance of the Services 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.

4.3. 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 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 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.

4.4. 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 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.

4.6. 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 or other official marks without the express written consent of CMHC.

4.7. Conflict of Interest

Critical

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 Services 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.

4.8. 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.

4.9. Insurance

All insurance provision listed below must be maintained for the Term of the Agreement. Including the initial Term and all renewal terms. Annual confirmation on continued coverage must be provided to CMHC from the Contractor's insurance company.

a) 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:

- cross liability including severability of interest
- personal injury
- 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.
- Thirty (30) days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7

b) **Fidelity Bond/Employee Dishonesty Insurance** required if Proponent is granted access to CMHC Property.

The Contractor shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada. The policy shall extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract. Insurance is to include a third party extension for a limit of not less than \$50,000.

c) **Commercial Automobile Insurance** required if Contractor owns vehicles and granted access to CMHC Property.

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

d) **Errors & Omissions Liability**

Errors and Omissions Liability insurance, with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 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 Contractor's employees and Contractor's contract employees (if applicable) as named insured. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.

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 Section 4.9 Insurance shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section 4.9 Insurance. In addition, the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section (4.9 Insurance) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 4.9 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 4.9 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 Proponent at its own expense.

4.10. 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.

4.11. 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.

4.12. 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 Services rendered pursuant to this Agreement.

4.13. 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.

- b) 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.

Where Services 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.

- c) 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 Services to continue.

4.14. Non-Waiver

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

4.15. 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 Parties agree that any proceedings initiated with respect to the Agreement will be commenced in the province of Ontario.

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.

4.16. Publication

In the case of a report that is in the nature of a research report, CMHC is under no obligation to publish all or part of the final report. CMHC has the right to edit or publish a report, in part or in its entirety and shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication. CMHC may, at its discretion, delete references to the Contractor in the edited version of the final report.

Where the Contractor or the Software Publisher, as the case may be wishes to publish a report or its associated materials, the Contractor or the Software Publisher, as the case may be must request written permission from CMHC to publish all or part of a report. The Contractor or the Software Publisher, as the case may be must also acknowledge the of copyright by CMHC and, if requested by CMHC must include the following disclaimer:

"This project was funded (or partially funded) by Canada Mortgage and Housing Corporation (CMHC), but the views expressed are the personal views of the author(s).

CMHC makes no representations as to the accuracy or fitness of the contents for any particular purpose.”

4.17. Official Languages

Critical

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The Contractor agrees to take any measures necessary to ensure compliance with the *Act* and those policies. When providing Services to or communicating with CMHC employees, in person, over the phone or in writing (including electronic correspondence), the Contractor must actively offer bilingual services in and indicate clearly by verbal and/or visual means that employees can communicate with and obtain available Services in either English or French. The Contractor must also ensure that there is sufficient capacity to provide Services that are comparable in terms of quality and timeliness in both official languages.

4.18. 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 or the Software Publisher', as the case may be 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 or the Software Publisher's, as the case may be 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.

4.19. Annual Security Review

CMHC shall have the right to conduct an assessment of the Contractor's security controls and frameworks of their operations, which affect CMHC. The assessment may be carried out by CMHC itself or by a third party on behalf of CMHC. CMHC will request the following information each year to permit an analysis of the Contractor's on-going security measures:

- a) Proof, to the satisfaction of CMHC of the Contractor's implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a Protected B Level environment;
- b) Proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the Contractor's technology/infrastructure;
- c) Proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the Contractor's technology/infrastructure; and
- d) Provide CMHC with a "Security Controls Checklist" as detailed within one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent.

The Contractor will be required to document how they have met or exceed the baseline safeguards.

The Contractor may refine security measures as part of this process to ensure a sufficient amount of detail for their allocation of high-level design specification. CMHC will review and potentially approve any refinements implemented by the Contractor as part of CMHC's review and change disposition. Upon request from CMHC IT Security Risk Management, the Contractor will provide assurance that security controls are being managed in accordance with a Protected B Level environment both physical and electronic throughout the Term of the Agreement. The Contractor is required to implement any additional safeguards to address any risks or residual risks identified by it or by CMHC.

4.20. Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services completely 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.

4.21. 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.

4.22. 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 Services, 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 Services in a manner which fully recognizes and respects the confidential nature of the Services. 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.

4.23. 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.

4.24. 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. If the intent of either Party cannot be preserved, the Agreement shall be either renegotiated or terminated by the Parties.

4.25. 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.

4.26. Binding

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

4.27. Compliance with Laws

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

5. 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 Services carried out under this Agreement.

5.2. Notices

All notices issued under the Agreement shall be in writing and must include the CMHC file number PA0XXXXX and shall be forwarded via mail, courier or e-mail:

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name Bill Finnagan

Title: Senior Procurement Officer

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone: 613-748-2518

Email: ProcurementSourcing_Sourcesd'approvisionnement@cmhc-schl.gc.ca

To the **Contractor** at the following address:

[Click here to enter text.](#)

Phone:

Fax:

E-mail:

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 Services 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 Services, 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.

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6. 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 issued: April 29, 2019;
- c) The Contractor's submitted Proposal dated ;
- d) Schedule "A" - The Statement of Work;
- e) Schedule "B" – The Pricing Table;
- f) Schedule "C" – Software Publisher's Letter of Authorization 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.

7. Article 7.0 - Miscellaneous

7.1. The Contractor's obligations under Articles 3.6 (**Audit**), 4.1 (**Intellectual Property Rights**), 4.2 (**Confidentiality and Non-Disclosure of CMHC Information**), 4.15 (**Laws Governing Agreement**) and this Section 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

Signature Page Follows

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

Date: _____ **Date:** _____

SCHEDULE "A"

TERMS OF REFERENCE

1. Statement of Work

(Clearly and fully outline the deliverables which the Contractor will have to supply to fulfill his obligations under the Agreement and receive payment. The date of commencement and completion of the work as set out in Article 2.1 of the Agreement should be reiterated.)

(If the work and payment are to be in phases, the dates for completion of each phase must be specified, and the work and deliverable required at each phase completion date must be specified.)

(If specific individuals are to perform/supervise the work on behalf of the Contractor, they should be set out here.)

2. Schedule of Tasks and Allocation of Staff by Phases *{optional, if necessary for administrative purposes}*

SCHEDULE "B"

MANNER OF PAYMENT

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

{All payments should be made contingent upon the Services being performed to the satisfaction of CMHC.}

{The phases should follow the phases set out in Schedule "A".}

1. Upon the contractor having completed *(work, e.g. "Phase 1 of the work as set out in Schedule "A")* and upon submission and acceptance to the full satisfaction of CMHC of by . \$.

**SCHEDULE C (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 RFx000070 issued by CMHC. The Software Publisher hereby confirms that:

- a) 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;
- b) 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;
- c) 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 RFx000070, 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

END OF PROPOSED AGREEMENT

SECTION 7: APPENDICES

APPENDIX A: Certificate of Submission

CRITICAL TASK

_____ hereby:
 Company Name Procurement Business Number (PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal, agrees to be bound by the non-Critical 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 the essence of all of the draft Agreement Critical clauses to a substantial degree as no to alter the protection to CMHC;
- 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 2.7 of the RFP;
- V. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- VI. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
- VII. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VIII. certifies that this proposal was independently arrived at, without collusion;
- IX. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain an 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.

CMHC RFP: RFX000070

Submission Deadline: May 27, 2019

Corporation/Individual:

Name and Title of Signing Authority

Signature of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B: Evaluation Table

Selection Criteria Category	Weight	Section Score	Overall Score
Functional Requirements	30%		Weight x Section Score
Technical Requirements	25%		
Industry Relevance and Product and Vendor Maturity (vendor questions)	10%		
Estimated Implementation and Licensing Costs	25%		
Demo (Only for shortlist candidates)	10%		
Total	100%		

Please see Appendix E: Decision Engine Vendor Response Template for further breakdown.

APPENDIX C: Critical Compliance Checklist

RFP submissions must contain the following documents as well as be submitted on or prior to the submission deadline as outlined in section 2.3

Checked	Title of Section	Section / Article number
	From the RFP	
	Certificate of Submission	Section 2.2
	Submission Deadline	Section 2.3.1
	Offering Period	Section 2.7
	CMHC Travel policy	Section 3.4
	Proponent Qualifications	Section 4.5
	Response to Statement of Work	Section 4.6
	Financial Capacity Review	Section 4.7.1
	Pricing Proposal	Section 4.9
	Completed Decision Engine Vendor Response Template	Section 4.10 – Appendix E
	Security Compliance Documentation	Section 5.6
	Certificate of Submission	Section 7 – Appendix A
	Pricing Table	Section 7 – Appendix D
	CMHC travel policy	Section 7 – Appendix H
	From the Proposed Draft Agreement	
	Confidentiality and Non-Disclosure of CMHC Information	Article 4.2
	Conflict of Interest agreement	Article 4.7
	Official Languages agreement	Article 4.17

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

APPENDIX D: Pricing Proposal**CRITICAL TASK****Notes:**

1. Proponents are advised to fill in the following table as it is presented. Do not combine any fields, if your company cannot break out the costs then list a zero in a field you cannot identify.
2. Any field that does not contain a number will be considered a zero cost to CMHC. A proponent cannot add that cost during the contracting phase as it may lead to your elimination as a lead proponent.
3. Scope changes will be handled through a change process. However, if your submission states you can provide a requirement this will not be considered a scope change and the cost to provide the requirement must be included in the costing below.
4. As a Canadian Crown Corporation (part of the Canadian government), we are under legal obligation to provide services in French and English. Proponents must provide costs for their solution to operate fully, in both languages with no degradation in the operation or results. Proponent must provide all costing to ensure the solution is fully bilingual.
5. All documentation must be provided in French and English, as noted in the pricing table. The Proponent must provide all costing to ensure all documents are bilingual; this includes training material as well as the delivery of the training, both in class and web based training.
6. Proponents must provide a disaster recovery cost related to requirement 83 and a cost to ensure high availability related to requirement 77 for the solution. If that requires additional infrastructure in the proponent's cloud or CMHC's cloud then those costs must be listed which would include all licensing, infrastructure, network, backups (transactional, point in time) and other necessary components. If a proponent does not provide costs for the disaster recovery and/or high availability solution and their submission state they have the ability, the submission will be considered non-compliant under Appendix D and as stated in the RFP section 1.7 *"Proposals which fail, in the reasonable discretion of CMHC, to meet any critical requirement will be eliminated from further consideration in the evaluation process"*
7. Proponents must provide costs based on a five (5) year contract with five (5), twelve (12) month option years for a total of ten (10) years. Proponents must be able to provide this option within their contract licensing structure. A proponent who provide costing based on other terms will be considered non-compliant under Appendix D and as stated in the RFP section 1.7 *"Proposals which fail, in the reasonable discretion of CMHC, to meet any critical requirement will be eliminated from further consideration in the evaluation process"*

Pricing table listed on following page.

Solution

Requirement	Effort (# of days)	Costs per diem (\$)	Total Extended Cost
Analysis			
Design			
Build			
Development			
Testing			
Quality Assurance			
Configuration			
Customization			
Data Conversion/Migration			
Go-Live			
Project Management			
Project Support			
System solution adaptation to Bilingual			

Training and Documentation (Literature)

Requirement	Effort (# of days)	Costs per diem (\$)	Total Extended Cost
Training Documentation			
French Training Documentation			
User Training – On site Classroom – up to 75 students			
French User Training – On site Classroom – up to 75 students			
Training - Web			
French Training - Web			
Administrator Training -			
French Administrator Training -			
Implementation Notes			
Online Help			
French Online Help			

Technical Documentation			
French Technical Documentation			

Licensing Fee Structure

Ongoing Fees

Requirement		Indicate minimum fixed fee	Total Cost
If there are is unit pricing of configured items or decisions, note that here.			
One time License fees			
Annual License for 25 concurrent users			
Annual maintenance fees			
7 days a week 24 hours a day English phone/web technical support			
Annual upgrade software cost			
Annual Professional Services cost to assist with upgrades			
Consulting or professional services for solution (upgrades): Please break out by year and by service			
Annual Vulnerability Testing			
Disaster Recovery set up cost			

Annual Disaster Recovery fees			
Infrastructure set up costs with hosting on proponent's cloud. (Not at CMHC.) Software as a Service.			
Annual infrastructure support fees if hosted on proponent's cloud. (Not at CMHC.) Software as a Service.			
Infrastructure set up costs with hosting on CMHC cloud (Azure)			
Annual infrastructure support fees if hosted in CMHC cloud (Azure)			

Other:

Please list any other costs that were not capture above and provide a brief description of their functional importance in table format.

Remainder of page left blank

Please reference document of same name in RFP package for the following Appendices:

APPENDIX E: Decision Engine Vendor Response Template - CRITICAL TASK

APPENDIX F: CMHC IT Security Policy

APPENDIX G: CMHC Target Landscape

Remainder of page left blank.

APPENDIX H CMHC TRAVEL POLICY**CRITICAL TASK****Applicable to contractors**

- Air** – Contractors must select the most economical airfare available at the time of reservation.
- Car and Hotel**–Some suppliers have agreed to extend their government rates to contractors, consultants or advisors working under contract to CMHC and traveling on official CMHC business in performance of that contract. Upon request, CMHC will provide contractors, consultants or advisors with a letter, specifying the duration of their contract or specifying that they are on travel status on behalf of CMHC and their destination. Government rates for car rentals and hotel accommodations can be found on the following website - <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx>. If not selecting a supplier from the list on that website, travellers must choose alternate suppliers with rates similar to those published government rates.

Vehicles must be mid-size or smaller unless special circumstances warrant a larger vehicle, for example when there are several people sharing a vehicle, when transporting excess baggage or equipment that warrants a larger vehicle, or when travelling to remote areas warrants a specific type of vehicle. Rental of any vehicle with a value of more than \$55,000 are not permitted.

- Meal Allowance** - A contractor shall be reimbursed the lesser of the applicable meal allowance (described below, for each breakfast, lunch and dinner effective April 1st, 2019) based on CMHC's rates or the cost (net of taxes) of the meal to the contractor, while on travel status. A meal allowance shall not be reimbursed to the contractor with respect to a meal that has been provided or is claimed as a hospitality expense and does not include alcohol consumption.

Meal Allowances per diem for 2019 et seq. can be found at the following website: <http://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>

Meal Allowance for Canada and USA (effective April 1 st , 2019)				
Private non-commercial accommodation allowance	Breakfast	Lunch	Dinner	Daily Totals – Meals
\$50.00	20.50	20.10	50.65	91.25

- Privately-owned vehicle and applicable Kilometre Rates** – The contractor shall be reimbursed the lesser of the CMHC's rates or the cost (net of taxes) of the mileage to the contractor. The CMHC's kilometric rates payable for the use of privately owned vehicles driven on authorized corporate business, effective April 1, 2019 55.0¢/km for vehicles registered in Ontario and 52.5¢/km for vehicles registered in Quebec, as at April 1st, 2019 (rates include tax). The contractor shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on business travel.

Contractors may use a privately owned vehicle for business purposes when its use is economical and practical as compared to renting a vehicle, commercial travel by airline carrier, train, taxi, etc. The following requirements must be adhered to when using a privately owned motor vehicle while travelling on Corporation business:

Any person (employee, contract employee, consultant) using a private vehicle on Corporation business, must ensure that the vehicle is protected by a minimum \$1,000,000 Public Liability and Property Damage Insurance.

Kilometer rates for 2019 et seq. can be found at the following website: <http://www.njc-cnm.gc.ca/directive/d10/v238/s658/en>

Travel Estimate Form on next page.

TRAVEL ESTIMATES FORM* FOR Proponents <i>(*pursuant to clause [] of the Agreement, reproduced at the end of this schedule for ease of reference)</i>

PROPONENT INFORMATION		
Company Name		Number of travellers
CMHC Contracting Authority	Division	RC
TRAVEL INFORMATION		
Region of travel	Contract Start Date	Contract End Date
Purpose of Trip / Objective		
Explain why virtual presence or other remote meeting solutions were not used.		
Provide rationale for the mode of transportation selected.		
TOTAL ESTIMATED COST BEFORE TAXES		
		\$ CAD
Transportation Type (Air, Rail or Car)		
Accommodation		
Meals		
Incidentals		
Miscellaneous (Detail required)		
Total		

 Approved by: (contracting authority signature)

Date:

***[Clause No.] Travel Costs.** All travel costs are included in the total contract value. The Proponent is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement unless otherwise agreed by CMHC. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Proponent to perform the Services that are reasonable and comparable to costs allowed under CMHC's Proponent Travel Policy, attached hereto as Appendix "G". In support of the travel costs included in the contract value, the Proponent is required to complete this Estimate Form (or provide the information contained in the Estimate Form in another format) and provide it to the designated CMHC Authority for pre-approval. **CMHC may, at its sole discretion, not reimburse the Proponent for the travel costs where the Proponent has not completed the Estimate Form and obtained a pre-approval.** The Proponent must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs.