



REQUEST FOR PROPOSAL
FOR
SECURITY SCREENING EQUIPMENT AND SERVICES

Date issued: July 15, 2019

Solicitation Closes: July 29, 2019

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RFX000106

Inquiries:

*Christine Brown
Senior Procurement Advisor, Procurement
Services
Canada Mortgage & Housing Corporation
700 Montreal Rd.
Ottawa, Ontario K1A 0P7*

*Phone: (613) 748-2534
Email: ccbrown@CMHC-SCHL.gc.ca*

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SECTION I - GENERAL INFORMATION

1.1. Overview of Section 1

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

1.2. Introduction and Scope

CMHC wishes to enter into a contract (hereinafter referred to as the “Agreement”) with a supplier (hereafter referred to as the “Proponent”), to provide and enterprise-wide security screening solution (hereafter referred to as the “Solution”) to successfully collect, store and process information required for managing security screening services in a cloud-based environment. The Solution will include, but is not limited to, the ability to perform background checks and perform fingerprinting and criminal record checks. The Solution will also perform credit file checks, education checks and will to integrate with other CMHC applications in CMHC’s cloud environment while being securely accessible from locations compatible with CMHC’s work environment.

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

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

1.3. CMHC Background

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

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

1.4. Purpose of Request for Proposal (RFP)

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

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

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

1.5. Public Services and Procurement Database

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

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

1.6. Schedule of Events

Date	Activities:
July 15, 2019	Request for Proposal posted on Buy & Sell
July 25, 2019	Questions by Proponent deadline
July 29, 2019	Proponent submission deadline
July 31 – Aug. 15, 2019	Evaluation and demonstrations, selection of winning proposal and Proponent
Aug. 16 - Aug. 30, 2019	Agreement negotiations
Sept. 1, 2019	Announcement of successful Proponent and agreement award
Sept. 15, 2019	De-briefing, if requested by Proponent

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

1.7. Mandatory, Rated and Informational Requirements

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

A Mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion. Proponents must supply a response of “compliant” or “non-compliant” for each Mandatory requirement in this RFP and must also substantiate compliance with a statement or reference to attached documentation. 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 can be referenced in the "Proponent's Response" column of the Substantiation. Proponents are requested to 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.

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

Notwithstanding the foregoing, CMHC reserves the right to waive or revise any Mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a Mandatory requirement, all Proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in section 2.4.

1.8. The Mandatory Compliance Checklist is attached as Appendix E.

Items identified as Rated (R) have a degree of importance to CMHC and will be assigned a value as further detailed in Section 3.

Items identified as Information (I) are for information purposes only and will not be evaluated.

1.9. Procurement Policy Re: The Environment

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

1.10. Proponent Feedback

CMHC aims to improve its solicitation documents and procedures on an ongoing basis. CMHC welcomes input regarding Proponent's experience in responding to this RFP, whether it be positive or negative. As CMHC does not wish to be perceived as influenced by such feedback in the award decision, Proponents are requested to submit their feedback after an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as ***Proponent Feedback RFP # RFX000106*** 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

1.11. Direct Deposit and Income Tax Reporting Requirement

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

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the Proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip.

The lead Proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting agreement. Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date.

The Contractor assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

SECTION 2 - SUBMISSION INSTRUCTIONS

3.1. Overview

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

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

3.2. Certificate of Submission

MANDATORY

The Certificate of Submission, attached as Appendix D, summarizes some of the Mandatory requirements set out in the RFP. As noted in Section 1.8, it is also a Mandatory requirement that

a proposal include a Certificate of Submission (or an accurate reproduction) signed by the Proponent.

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

3.3. Delivery Instructions and Deadline (BY EBID)

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the Proponent. All risks and consequences of a failure to deliver a proposal to CMHC are borne by the Proponent. CMHC will not assume those risks or responsibilities under any circumstances.

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

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, confirmation will be sent 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 of their proposal within 30 minutes of submission.

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

3.4. Address for Delivery

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

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: **RFP file # RFX000106**

3.5. Format

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

3.6. Proposal Opening and Verification Period

All proposals received on or before the closing date and time specified in this RFP will be opened for verification by CMHC. If at that time, CMHC is unable to open a proposal, the Proponent will

be so advised and provided an opportunity to resubmit a version that can be opened within 2 hours of notification.

3.7. Submission Deadline

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

2:00 p.m. local Ottawa time, on July 29, 2019

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

3.8. Inquiries

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

Christine Brown
Senior Procurement Advisor
(613) 748-2534
ccbrown@cmhc.gc.ca

Please copy the following address:

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 cautioned to request that all clarification, direction and changes be provided in writing as information given orally by any person within CMHC shall not be binding upon CMHC.

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

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to Proponents by e-mail or on Buy and Sell.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received after the deadline specified in Section 1.7 for enquiry submissions.

3.9. Communication

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

goods or services offered. Any such communication is limited to clarification purposes only and Proponents will not be allowed to revise their proposal during this process.

3.10. Proponent Contact

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

3.11. Offering Period

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

3.12. Changes to Proposals

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

Any addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **“REVISION”**, and be received no later than the submission deadline. Where the new proposal is intended to replace all or part of an earlier proposal it must be accompanied by a clear statement specifying the sections of the earlier proposal that are replaced by the new proposal.

3.13. Multiple Proposals

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

3.14. Acceptable Alternative

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

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

3.15. No Liability

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

investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFP.

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

3.16. Verification of Proposals

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

3.17. Ownership of Responses

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

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

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

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

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

3.18. Proprietary Information

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

3.19. Corporation Identification

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

3.20. Declaration with respect to Gratuities

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

3.21. Conflict of Interest

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

The successful Proponent must not provide any goods or 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.

3.22. Declaration with respect to Bid Rigging and Collusion

By submitting its proposal, the Proponent certifies that:

- (a) prices as submitted in its proposal have been arrived at independently from those of any other Proponent;
- (b) the prices as submitted have not been knowingly disclosed by the Proponent, and will not knowingly be disclosed by the Proponent prior to award, directly or indirectly, to any other Proponent or competitor; and

- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

3.23. Security Clearance

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

If they are not security cleared, the Proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from providing the solution 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.

3.24. Shortlist (where applicable)

The evaluation procedure may include the development of a shortlist of the highest-ranked 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 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.

3.25. Proponents' Conference

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

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

The Proponent will be requested to confirm attendance with CMHC prior to the Proponents' conference. Proponents are to provide CMHC, in writing, the names of the representatives of the Proponent who will be attending and a list of questions that they wish to table prior to the Proponents' conference. This information should be sent to the CMHC contact person identified in Section 2.4.

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

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

3.26. 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.

3.27. 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 provide the goods or services under any resulting agreement.

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

If Information is to remain in Canada:

The Proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means.

Without limiting the generality of the foregoing, the Proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or

provide the goods 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.

If information is not required to remain in Canada or access from outside of Canada is to be permitted:

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

Obtain CMHC written authorization before the information is transferred to any location outside Canada;

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

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Proponent shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Proponent also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, act in good faith to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure, and ensuring that disclosure is strictly limited to the information lawfully requested.

SECTION 3 - STATEMENT OF WORK

3.1. Overview of Section 3

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

See Statement of Work attached as Appendix A.

SECTION 4 - PROPOSAL REQUIREMENTS

4.1. Overview of Section

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

Response Item

#	Item
4.2	Covering Letter
4.3	Executive Summary
4.4	Proponent's Qualifications
4.5	Response to Statement of Requirement
4.6	Pricing Proposal
4.7	Financial Information

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

Requirements for each Response Item are detailed below.

4.2. Covering Letter

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

- (a) A description of the company or joint venture/consortium.
- (b) The names of the individuals who are the principals of the Proponent.
- (c) Contact information for the primary contact person with respect to this RFP including the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.

The locations of primary and all other offices that would be servicing the Agreement.

4.3. 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.

4.4. Proponent's Qualifications

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

- (a) A description of the Proponent's organization, its history, legal status, number of full-time employees and areas of specialization.
- (b) A list of references that includes all Agreements of a similar size and scope which the Proponent currently holds or has held over the past 36 months with the name and address of the other party to the Agreement, and a contact person name and phone number. Note that by providing this information, the Proponent provides consent to CMHC to contact the

contact persons for the purpose of collecting information relating to the quality of work provided by the Proponent.

- (c) Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.5. Response to Statement of Requirement

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

4.6. Project Management Plan

The proponent shall describe its project management plan including:

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

4.7. Pricing Proposal

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

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

Blank Prices: Proponents are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Proponent

leaves any price blank, CMHC will treat the price as "\$0.00" for evaluation purposes and may request that the Proponent confirm that the price is, in fact, \$0.00. No Proponent will be permitted to add or change a price as part of this confirmation. Any Proponent who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive. The Proponent must provide a response outlining the pricing of its proposed solution in a detailed manner.

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

4.8. Financial Information

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

Failure to comply with the financial information submission requirements set out in this section, will result in disqualification of the lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

4.9. Partnerships, Corporations, Joint Ventures and Consortiums

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

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

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

- (a) Auditor's Report (or Review Engagement Report),
- (b) Balance Sheet,
- (c) Income Statement,
- (d) Cash Flow Statement,
- (e) The Notes to the Financial Statements, and

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the required information. Partnerships of individuals (as opposed to

partnerships of corporations), must provide written permission from each partner allowing CMHC to perform a credit check on them.

4.10. 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.

4.11. Other Information

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

SECTION 5 - EVALUATION AND SELECTION

5.1. Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead Proponent and finalize and sign an Agreement.

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

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

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

5.2. Limitation of Damages

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

5.3. Customer Reference Contact Information

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

references must each confirm if requested by CMHC, the facts identified in the Proponent's proposal.

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

- (a) Yes, the Proponent has provided my organization with the Solution described above.
- (b) No, the Proponent has not provided my organization with the Solution described above.
- (c) I am unwilling or unable to provide any information about the Solution described above.

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

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

5.4. Evaluation Methodology

Each proposal will be assessed in accordance with the entire requirement of the RFP including the Mandatory, Rated and Financial evaluation criteria.

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

5.5. Mandatory Criteria

A proposal must comply with all of the Mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more Mandatory requirements will be eliminated from further consideration. A proposal which meets all the Mandatory requirements will be deemed compliant and will proceed in the evaluation process.

5.6. Point-Rated Criteria

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

Each compliant proposal will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in accordance with the evaluation criteria as described in the RFP. Once individual evaluations are

complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal.

5.7. Proponent's Pricing Evaluation

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

5.8. Evaluation Table

The Evaluation Table detailed in Appendix C lists the criteria upon which each proposal will be evaluated and scored. The criteria are based on the requirements provided in this RFP.

5.9. Financial Evaluation

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

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

5.10. Proponent Selection

Once a lead Proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that Proponent to incorporate some or all of its proposal into an agreement. If at any time CMHC decides that the lead Proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary Proponent may meet the requirements, CMHC will continue the process with the secondary Proponent and so on.

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

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

SECTION 6 - DRAFT AGREEMENT

6.1. Overview of Section 6

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

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

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the proponent is selected by CMHC to enter into a contract.

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

6.2. Draft Agreement



CMHC Agreement No. PA

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 Deliverables

- 1.1** The Contractor covenants and agrees to supply the goods and services described in the Agreement, in accordance with Sections _____, and at the prices set out in the Schedule _____. This includes the following:
- (a) Granting the license to use the software described under Section _____ and Schedule _____ of this Agreement (hereinafter referred to as the “**Software**”); (if applicable)
 - (b) Providing the equipment described under Section _____ and Schedule _____ (hereinafter referred to as the “**Hardware**”);
 - (c) Providing the cloud-based services described under Section _____ and Schedule _____ (hereinafter referred to as the “**Services**”);
 - (d) Providing the maintenance and support services on the Software and Hardware described under Section _____ and Schedule _____ (hereinafter referred to as the “**Support Services**”);
 - (e) Providing the documentation described in the Agreement, (hereinafter referred to as the “**Documentation**”);
 - (f) Providing any and all training, onboarding and implementation services included as part of the Solution and as outlined under Section _____ and Schedule _____ of this Agreement.
- 1.2** Collectively all of the deliverables outlined under this Section 1.1 is defined as the “Solution” for the purposes of this Agreement.

Article 2.0 - Term of the Agreement

- 2.1** The term of the Agreement shall be for a period of [Click here to enter text](#), commencing on [Click here to enter text](#), and terminating on [Click here to enter text](#). (the “Initial Term”)

2.2 Renewal

The Agreement may be renewed at CMHC’s sole discretion for [Click here to enter text](#), additional, [Click here to enter text](#), year terms, not to exceed a cumulative total of [Click here to enter text](#), years.

2.3 Termination

a) No fault termination

Notwithstanding articles 2.1 and 2.2 above, 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.

b) Termination for Default of Contractor

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

- i. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
- ii. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
- iii. There is a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to provide the Solution under this Agreement; or
- iv. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.
- v. CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

c) CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of the Solution provided 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, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

d) Contractor's Obligations upon Termination

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

e) 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 Solution to continue without interruption or adverse effect and to facilitate the orderly transfer of the Solution to CMHC or its designee.

Article 3.0 – Financial

- 3.1** In consideration of providing the Solution described in this Agreement, CMHC will pay the Contractor the price(s) set out in Schedule “ ___ ” of this Agreement. Notwithstanding this however, CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed \$_____CDN.
- 3.2** CMHC will make the payment (advanced, if applicable) to the Contractor or the Authorized Agent for the Solution within thirty (30) days after receiving a complete invoice (and any required substantiating documentation), or within thirty (30) days of any date specified in the Agreement for making that advance payment, whichever is later. If CMHC disputes an invoice for any reason, CMHC will pay the Contractor or the Authorized Agent the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of this Section 3.1 once the dispute is resolved. The Contractor and the Authorized Agent acknowledge that this is an advance payment and that, despite anything to the contrary in the Agreement, CMHC will perform acceptance procedures for the services only after the Solution have been provided, regardless of whether the payment has already been made. The Contractor and the Authorized Agent agree that any advance payments authorized and paid under the terms of this Agreement are not considered acceptance of the Solution for which the payment is made. Also, payment in advance does not prevent CMHC from exercising any or all potential remedies in relation to this payment or any of the Solution provided later proves to be unacceptable. In the event that the Solution does not meet the standards set out in this Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following: (i) directing the Contractor to redo the work that was not completed in accordance with this Agreement; or (ii) withholding payment; or (iii) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment due to the Contractor or the Authorized Agent; or (iv) terminating this Agreement for default.

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.

- 3.3** The amount payable to the Contractor by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.

- 3.4** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Solution.

Version I

Any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of Solution provided in Canada 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, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

Version II

Notwithstanding article 3.2 above, any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of Solution provided in Canada 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 any amounts payable to the Contractor, CMHC shall

- a) make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency; and
- b) record as a credit note the additional amounts to the Contractor so that the net amount received by the Contractor after such withholdings will not be less than the amount the Contractor would have received had such withholding taxes not been withheld.

3.5 Invoicing

The Contractor shall submit detailed invoices to CMHC. The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to providing the Solution.

All invoices must make reference to this Agreement by quoting CMHC file number [Click here to enter text](#).

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

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

3.6 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.

3.7 Audit

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

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

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

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

document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

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

4.2 Confidentiality and Non-Disclosure of CMHC Information MANDATORY

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

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

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

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

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

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

A. If Information must remain in Canada (e.g. if personal information will be disclosed)

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information, whether in electronic format or in hard copy, from other information by physical or electronic means. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to provide any portion of the Solution does not release, share

or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

B. If information need not to remain in Canada or will be accessed from outside of Canada

Note that personal information may not be stored outside of Canada

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

Obtain CMHC written authorization before the information is transferred to any location outside Canada;

Provide CMHC with details as to where the information will be located outside of Canada, how it will be stored, and for what period of time it will be outside of Canada;

Ensure that CMHC Information is segregated from all other information by physical or electronic means; and

Inform CMHC of the measures in place to protect CMHC Information from disclosure.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, or other competent authority, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, take all reasonable steps to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.3 Security Measures and Requirements

- (1) The Solution must include the applicable data storage required to use the Solution at no extra cost to CMHC, which includes but is not limited to the storage and processing of CMHC Information (as defined under Section 4.2 of this Agreement) within a Canadian located server (“Secure Server”). The Contractor agrees to, at no additional cost to CMHC ensure that the Secure Server has storage requirements and security controls in place that are acceptable to CMHC, in its sole discretion, including but not limited to the following requirements: (i) the security controls referenced under this Agreement under Section _____, and (ii) the Protected B security controls referenced under Schedule “B” (Privacy and Security Requirements). The Contractor also agrees that all security requirements listed in this Agreement are also applicable to any designated recovery data center backing up CMHC’s Information and that such back-up location shall also be

located in Canada, such that all CMHC Information shall remain in Canada throughout the Term of this Agreement.

- (2) The Contractor agrees that, in CMHC's sole discretion, CMHC shall have the right to conduct assessments of the Contractor's security controls and frameworks ("**Security Measures**") as they relate to the Contractor's network environments where CMHC Information may be downloaded, processed or stored, prior to CMHC Information being transferred to the Secure Server and, thereafter, on a six (6) month basis, which assessments may be carried out by CMHC itself or by a third party on behalf of CMHC. CMHC may request that the Contractor provide the following information, within an agreed upon timeframe, to permit an analysis of the Contractor's Security Measures, which shall include:
- (a) Proof, to the satisfaction of CMHC of the Contractor's implementation of one of the following security control guidelines: (i) ISO 27001:2013, (ii) ITSG-33 or equivalent guideline for a Protected B environment;
 - (b) Proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the Contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures;
 - (c) Proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures;
 - (d) Provide CMHC with a "Security Controls Checklist" as detailed within one of the following security control guidelines: (i) ISO 27001:2013, (ii) ITSG-33 or equivalent.
 - (e) From time to time and upon written request by CMHC, provide a written acknowledgement, within ten (10) days of such request and to the satisfaction of CMHC, outlining how the Contractor will adjust its Security Measures to meet or exceed the baseline safeguards.
 - (f) From time to time and upon written request by CMHC, provide written acknowledgement assuring CMHC that security controls are being managed in accordance with a Protected B environment throughout the Term of this Agreement. The Contractor will be required to ensure that any additional safeguards have been implemented to address any residual risks identified by it or by CMHC.
- (3) The Contractor agrees that none of CMHC's Information (as defined under Section 4.2 of this Agreement) will be housed in servers outside of Canada during the Term of this Agreement.

4.4 Backup and Recovery of CMHC's Data (IF APPLICABLE)

As a part of the Solution and in accordance with Schedule “C” of this Agreement, the Contractor agrees that it is responsible for maintaining a backup and recovery of CMHC’s Information for the Term of this Agreement and as otherwise specified under this Agreement. The Contractor will ensure an orderly and timely recovery of such data in the event that the Solution is interrupted. For greater clarity, the Contractor agrees to maintain a full recovery capability within 2 hours at any point in time, with no loss of data. Additionally, Contractor agrees that any information and documents included in backups that are used to meet this requirement, are subject to the same retention and disposal requirements as the documents themselves. Contractor agrees that backup media and processes adhere to the security of CMHC Information in accordance with the security requirements outlined under this Agreement, and more specifically under Schedule “C”. The Contractor further agrees that backup and recovery services will be provided from locations within Canada

4.5 Contractor's Indemnification

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

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

4.6 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.

4.7 Contractor's Authority

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

4.8 Corporation Identification

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

4.9 Conflict of Interest

MANDATORY

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

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

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

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

4.10 Insurance

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

(1) Commercial General Liability Insurance

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 inclusive for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences

arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, liability for products and completed operations, broad form coverage, contractor's liability, non-owned automobile, employer's liability, contractual liability, copyright and trademark infringement, worldwide territory with suits brought back in Canada and liability specifically assumed under this Agreement. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

(2) **Technology & Professional Errors & Omission Liability**

Technology Errors and Omissions Liability insurance, with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 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 and worldwide territory with suits brought back to Canada. 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.

(3) **Commercial Automobile Insurance (IF APPLICABLE)**

Commercial Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 combined single limit per accident for bodily injury (including death), statutory accident benefits and property damage per occurrence.

(4) **Worker's Compensation**

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

(5) **Other conditions**

If there are material changes in the scope of any of the Deliverables being provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this section (insurance) 4.10 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it. All 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 (insurance) 4.13. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this section (insurance) 4.10 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this section (insurance) 4.10. 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 discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other contract 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.

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 Non-Compliance

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

4.13 Force Majeure

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

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

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 Contractor shall give all notices and obtain all licenses, permits and authorizations required to provide the Solution. The Contractor shall comply with all the laws applicable to providing the Solution described in the Agreement.

4.16 Official Languages

MANDATORY

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the *Act*. The Contractor further understands and agrees to ensure that Solution provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

4.17 Access to CMHC Property

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

4.18 Suspension of Solution and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Solution in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Solution 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 Solution, 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.

4.19 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.

4.20 Assignment of the Agreement

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

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

4.21 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.

4.22 Severability

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

4.23 Scope of Agreement

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

4.24 Binding

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

4.25 Survival of Terms

Any terms of this Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective heirs, executors, administrators, successors and assignees. Without limiting the foregoing, the Contractor's obligations under Sections

3.6 (Audit), 4.1 (Intellectual Property Rights), 4.2 (Confidentiality and Non-Disclosure of CMHC Information), 4.3 (Contractor's Indemnification), 4.8 (Insurance), and 4.13 (Laws Governing Agreement), shall survive the expiry or termination of this Agreement regardless of the method or manner in which it is terminated.

4.26

Article 5.0 - Agreement Administration

5.1 Contract Administrator

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

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

5.2 Notices

All invoices and notices issued under the Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name

Title

Room

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone:

Email:

To the Contractor at the following address:

Phone:

E-mail:

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) All Schedules – to be listed
- (c) The Contractor's submitted Proposal dated ; and

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

6.2 The documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

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

THE CONTRACTOR

CANADA MORTGAGE AND HOUSING CORPORATION

Date: _____

Date: _____

SCHEDULE "A"

STATEMENT OF WORK

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 are contingent upon the Solution being provided to the satisfaction of CMHC).

Progress Payments (if applicable)

1. Upon the Contractor having completed of the work as set out in (*described work*) described in Schedule “A” and upon submission and acceptance to the full satisfaction of CMHC of by (*Date*) \$ (*Amount*).

SCHEDULE “C”**PRIVACY AND SECURITY REQUIREMENTS (*IF APPLICABLE*)**

“**Authorized Person**” means officers, employees and Contractor who have a need to access the Secure Server within which the Contractor houses CMHC Information and may, as a result, come into contact with CMHC Information stored therein.

“**Secure Server**” means a secured Canadian located server defined under Section _____ of the Agreement.

“**CMHC Information**” means the information defined under Section 4.2 of the Agreement.

“**Data Custodian**” means each of the Contractor’s employees who is granted access to CMHC Information and assumes the responsibilities set out in Schedule “D” (Data Custodian) of this Agreement.

“**Identified Person**” means an Authorized Person whose current work-related responsibilities require access to the CMHC Information.

“**Logical Access Controls**” means the process of enforcing proper identification, authentication and accountability with respect to access to a computer system, in particular the Secure Server where CMHC Information will be kept, based on the latest information technology (IT) security guidance. These include:

- individual user accounts;
- complex passwords eight (8) characters minimum, lower and upper case, numbers, special characters);
- access-based on role (privileged vs. non-privileged); and
- auditing.

“**Portable Storage Devices (PSDs)**” means devices that are portable and contain storage or memory into which users can store information, including, but not limited to, laptops, CD-ROMs, flash memory sticks, backup media and removable hard disks. “**System**” means a single IT-related device, a component of such a device or a group of IT-related devices that may be used to receive, store, process or transmit information. This includes, but is not limited to, personal computers, servers, laptops, tablets, smart phones, virtual computers and cloud based virtual systems.

“Visitor” means an individual, other than an Authorized Person, who has been invited into the secured area, that being the Secure Server in which CMHC Information will reside, by an Authorized Person, as permitted by the Contractor’s access policies.

Privacy and Security Requirements:

The Parties are required to protect the CMHC Information in accordance with applicable direction and guidelines of the Treasury Board of Canada (“TBS”), or their equivalent in the case of the Contractor, with respect to the protection of “Protected B” data, including guidance from CSE (ITSG-33), as they may be updated from time to time by TBS. Further as a federal government institution, the Contractor acknowledges that CMHC is subject to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and therefore the Contractor agrees to submit to whatever measures are necessary in order to ensure that CMHC can comply with these laws and their related regulations, policies, and directives (“**ATIP Legislation**”). As such, the Contractor agrees: (i) to protect any personal information within the CMHC Information that it may come into contact with by accessing the Secure Server within which CMHC Information will reside in a manner that is compatible with provisions of the ATIP Legislation, and (ii) will ensure that it has in place appropriate privacy protection measures to safeguard all CMHC Information that it has access to under this Agreement. More specifically, the Contractor will, as required by Section ____ of this Agreement, comply with the “**Security Requirements**” described below at all times:

Physical and Logical Access:

- (1) CMHC Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the Secure Server will be escorted by an Authorized Person at all times. The Secure Server can be within a series of buildings, one entire building, an entire floor within a building, or a single room, but will never the less be located in Canada. Once the perimeter of the Secure Server is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building. CMHC may approve other secure environments within Canada that provide a similar level of protection to the CMHC Information.
- (2) Access to CMHC Information is limited to Identified Persons. The duties of the Data Custodian, as stated in Schedule “C” of this Agreement, includes maintaining an auditable trail on access to CMHC Information by Identified Persons. Under no circumstances will Visitors be permitted to access the CMHC Information.
- (3) Where CMHC has granted the Contractor access to CMHC Information, the Contractor will ensure that it has stringent access controls in place, including the following measures:

- (i) The Contractor agrees that all CMHC information will be encrypted at rest, and the encryption keys shall be stored in the Azure key vault and provided to its employees, personnel, or sub-contractors only when needed for support purposes,
 - (ii) The Contractor agrees to notify CMHC in writing prior to any individual access to CMHC Information, at least one (1) business day prior to a scheduled database maintenance, and as soon as is reasonably possible for emergency maintenance, unless directed in writing by CMHC to access the CMHC Information to service CHMC.
 - (iii) The Contractor agrees to notify CMHC in writing and without using individual identifiers, of any occurrence where the Contractor's employee, personnel, or sub-contractor, having administrative responsibilities towards (a) CMHC's Information or (b) encryption keys that decrypt CMHC Information, is disciplined for any security breach where the method of such disciplinary action includes: (a) laying a charge for criminal offense, when such action is permitted by law, and/or (b) revocation of a security clearance.
- (4) The Contractor agrees that, where system or database support functions requires access to unencrypted CMHC Information, support shall be provided from within Canada and by individuals who are appropriately screened through the Canadian Industrial Security Directorate (CISD) or CMHC Security Screening Services.

Information Technology Storage and Transmission:

- (5) Pursuant to Section 4.2 of the Agreement, the Contractor will ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information from any other information in a database or repository within an Operations Zone as defined in CSE's ITSG-22 publication. All Systems with access to CMHC Information will employ Logical Access Controls at the device and network level and will have functional and current antivirus software. All administrative access to the Secure Server, and CMHC Information, shall be on a need-to-know basis enforced by Logical Access Controls.
- (6) The Contractor agrees that, where CMHC Information is held on PSDs, complex passwords with encryption will be used. Subject to the Contractor's obligation under this Agreement to ensure that CMHC Information remains in Canada during the Term of this Agreement, the Contractor agrees that where CMHC information is transmitted outside the Secure Server, and wherever possible within the Secure Server, encrypted transmission protocols will be used. The encryption levels will meet the latest Communications Security Establishment Publications (ITSP.40.111 ("at rest" cryptographic algorithms), and ITSP.40.062 (transmission protocols)) for "Protected B" information. This applies equally to backups of CMHC Information stored on PSDs.
- (7) The Contractor agrees that all CMHC Information stored on disk, when not in use, will be encrypted with an approved algorithm and key length in accordance with CSE's Cryptographic Algorithms Publication (ITSP.40.062).

- (8) Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where CMHC Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the Secure Server server. Unless CMHC Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured. The Contractor further agrees that all transmission outside the Secure Server environment, but within Canada, and all storage of CMHC Information in any environment must be encrypted when not being actively processed.
- (9) The Contractor agrees that the database containing CMHC Information will be segmented from all other of the Contractor's clients' data (as a single tenant) in an Operations Zone as defined in CSE's Network Security Zone Considerations document (ITSG-38), using approved zoning concepts as described in CSE's Network Security Guidance document (ITSG-22).

Physical Storage:

- (10) When not in use, PSDs containing CMHC Information will be stored in secure containers. This applies equally to backups of CMHC Information. The CMHC Information will not be removed from the Secure Server (as described in point 1 of this Schedule C) in any format (e.g., printouts, PSDs, etc.). When not in use, printed documents containing the CMHC Information will always be stored in secure containers.

Information Copying and Retention & Record Management:

- (11) Copies and extracts of CMHC Information may only be made for the purposes of providing the Solution as covered by this Agreement. When no longer needed, any such copies or extracts will be destroyed in a secure manner as required under Section 4.2 of this Agreement (as applicable). Paper documents containing CMHC Information will be destroyed (shredded) in a secure manner before disposal.
- (12) CMHC metadata collected from CMHC use of the Solution and problem reports, which are used by the Contractor directly for provision of Solutions, may not be used for any other purpose, including but not limited to advertising, corporate decision making or sales references. Further, a detailed list of all metadata and audit data that are retained after the source records have been destroyed will be provided to CMHC within fifteen (15) days of secure sanitization of the source records.
- (13) All electronic storage media used in the processing of CMHC Information, including all backup, PDSs, photocopiers and other electronic media where the CMHC Information has been electronically stored, will be sanitized or destroyed, in accordance with the latest Communications Security Establishment Publication (ITSD.40.006) for "Protected B" information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to Section 4.2 of this Agreement (as applicable).

- (14) Upon written request by CMHC, all CMHC data records and files will be returned to CMHC and the media on which they were stored sanitized according to the CSE's Publication describing secure disposal of Protected B (ITSD.40.006), unless CMHC requests otherwise in writing.
- (15) The Data Custodian agrees to establish and maintain an inventory of all data files received from CMHC, as stated in Schedule "D".
- (16) The Contractor agrees to maintain Secure Electronic Signature processes and agreements with Secure Electronic Signature providers in a manner compliant with the Canada Evidence Act, such that signature hash values and audit trails of the signature process, once applied to a document, shall be protected from modification.

These security requirements will be communicated to all Identified Persons prior to them accessing the CMHC Information and be available for reference, as required.

SCHEDULE "D"

DATA CUSTODIAN (IF APPLICABLE)

The Data Custodian, designated by Contractor will implement the following requirements:

- (1) Prepare a document for the use of the Contractor's employees and sub-contractors engaged by the Contractor, outlining the terms and conditions governing the use of CMHC Information, as well as the procedures to send, receive, handle and store the CMHC Information (hereinafter the "Confidentiality Document"). The Confidentiality Document will include the following terms and conditions of this Agreement: (i) confidentiality of the CMHC Information, as specified in the Agreement; (ii) use of the CMHC Information, as specified in the Agreement; (iii) access to the CMHC Information, as specified in the Agreement; and (iv) security Requirements, as specified in the Agreement. Prior to granting access, the Data Custodian will ensure that every employee and every sub-contractor engaged by the Contractor who accesses CMHC Information has agreed in writing to comply with the terms of this Agreement by signing an acknowledgment that they have read, understood and agree to comply with the terms and conditions of this Agreement as highlighted in the Confidentiality Document.
- (2) Acknowledge receipt of each data file received from CMHC pursuant to this Agreement, and maintain a register of all such files, containing the following information:
 - Date received;
 - File name and reference period;
 - Name of Contractor's Employee who received the file from CMHC;
 - Employee at CMHC who sent the file;
 - Name of Contractor's Employee responsible for safekeeping of the file; and
 - Date the file was destroyed or returned to CMHC (if applicable).

(3) Maintain a register of all Identified Persons who have been granted access to the data files received from CMHC by the Contractor, containing the following information:

- File name and reference period;
- Name of employee or/and sub-contractors engaged by the Contractor to whom access is given;
- Justification for access;
- Name of delegated manager who authorized access and date of authorization; and
- Start and end dates of period for which access is authorized.

SECTION 7 – The Appendices

APPENDIX "A" – STATEMENT OF REQUIRMENT

APPENDIX "B" – PRICING PROPOSAL

APPENDIX "C" – EVALUATION TABLE

APPENDIX "D" – CERTIFICATE OF SUBMISSION

APPENDIX "E" – MANDATORY COMPLIANCE CHECKLIST

APPENDIX "F" – CMHC'S TECHNICAL ENVIRONMENT

APPENDIX "G" – CMHC'S SECURITY STANDARD

APPENDIX “A” – STATEMENT OF REQUIREMENT

Purpose

CMHC has a requirement for a complete Security Screening Solution to automate and manage the workflow required to complete HR and security clearance processes for staff and employment applicants from various locations across Canada. These locations can be in major cities or more rural settings, some will be in remote areas of the country.

Scope

The Solution must successfully collect, store and process information required to manage security screening services in a cloud-based environment. The Solution will be used to perform background checks; criminal record checks and fingerprinting functionality. The Solution will also provide credit file checks, education checks and will to integrate with other CMHC applications in CMHC’s cloud environment while being securely accessible from locations compatible with CMHC’s work environment.

Deliverables

The Proponent must deliver a minimum Protected B certified cloud-based Security Screening Solution to carry out CMHC’s security screening processes that includes, but not limited to, the following:

- i) The leased hardware required to provide the functionality described in the SOR;
- ii) The software applications required to provide the functionality described in the SOR;
- iii) Network management;
- iv) Storage management;
- v) Forms Management:
 - Automate TBS forms process, including full validation and address complete;
 - Facilitate capturing additional documents such as out of country police checks;
 - Provide visibility of the form process: sent; partially completed; and completed;
 - Automatically send fingerprinting invite when form is completely validated;
 - Make demographic data available for importing by fingerprinting system;
- vi) Fingerprinting:
 - Eliminate double entry and barcode scanning by reusing TBS form data;
 - Integrate scheduling with configurable offices and times;
 - Provide visibility of the fingerprinting process: invited; scheduled; and fingerprinted;
 - Provide visibility of security screening status without providing detail;
 - Does not leave latent prints after each image, meaning operators do not have to wipe scanner;
 - RCMP-certified fingerprint scanner that can be moved to various locations.
- vii) File Management:
 - Provide HR/Security File Management;
 - Provide the ability to export files to an acceptable format;

- Automatically pull credit file;
- Automatically pull Criminal Record Check (CRC) results;
- Automatically scan for credit file and CRC adverse conditions;
- Automatically check Education files;
- Send results of checks to other systems (cloud based) such as HR System;
- Generate TBS 330-47 form;
- Notifies Security Officer(s) when adverse conditions occur and includes files for review;
- Include an integrated document management system that can store files on a Protected B certified environment.

Technical Requirements

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

Section 1 – Mandatory Technical Requirements				
Item #	Criteria Description	Met Yes/No	Page No. in Proposal	Comments
M1	The Solution must provide up to six (6) RCMP vendor-certified FAP50, or equivalent or better, mobile fingerprint scanners under a leasing arrangement. The fingerprint scanners must be able to connect to a CMHC supplied laptop (requires at least Intel i7, 8GB SDRAM, 256GB SSD) and capture applicant fingerprints. The scanners must resist abrasion and be able to capture quality fingerprints from hands that are dry, moist or dirty from both young and older subjects. The scanners must resist latent prints, meaning the platen does not need to be cleaned between captures. The scanners must be resistant to heat, humidity, sunlight and extreme cold typically encountered in Canada’s weather profiles. The fingerprint FAP50 device must be certified for ruggedness based on the following tests: a) Drop and Shock test - passed MIL-STD-810G 516.6 Procedure IV- Transit Drop (6			

	<p>feet drop onto concrete surface and device still working);</p> <p>b) Water test on entire surface - sensor platen does not leak and scanner still functions normally after test;</p> <p>c) Operating temperature - -10C to +55C</p> <p>d) Storage temperature - MIL-STD 810G 501.5 Procedure 1 (80C) and 502.5 Procedure 1 (-40C)</p>			
M2	The Solution must validate the information provided on identification documents such as drivers, license, etc. against the information submitted via a web service;			
M3	The Solution must import configurable applicant data from an external cloud based as well as file based on CMHC's data and use it to automatically generate an email that includes a link to TBS330-23, Personnel Screening, Consent and Authorization Form. The email must be applicant specific;			
M4	The Solution must provide a cloud based secure web application that allows applicants to complete Form TBS330-23 which gives the authorization required to conduct the credit check and security screening;			
M5	The Solution must automatically validate applicant data for completeness as it pertains to the mandatory information required for security screening;			
M6	The Solution must electronically submit digital fingerprints securely from any location with internet connectivity across Canada using an RCMP-accredited direct connect as approved by the RCMP Departmental Security Branch (DSB);			
M7	The Solution must electronically submit requests to Equifax Canada or TransUnion Canada credit agencies without requiring any rekeying of applicant information;			
M8	The Solution must provide a readable file of the credit check results (for automation) and create a custom readable version (pdf) of credit information;			
M9	The Solution must allow working in offline mode in areas of the country with no internet			

	connectivity with the ability to manipulate forms, information and submit digital fingerprints once connectivity is available;			
M10	The Solution must allow collection of fingerprints and subsequent submission of only those fingerprints belonging to applicants;			
M11	The Solution must allow flagging of fingerprint submissions that require subsequent review by CMHC's Departmental Security Office (DSO);			
M12	The Solution must automatically identify adverse criminal record or credit check results;			
M13	The Solution must automatically identify adverse education claims;			
M14	The Solution must deliver results allowing the ability to search and prioritize both adverse and non-adverse results for action by CMHC's HR/Departmental Security Office (DSO);			
M15	The Solution must allow customization of the criteria for determining what defines adverse vs. non-adverse checks;			
M16	The Solution must automatically send results via a web service when files show no adverse criminal record or credit check results, based on business rules provided by CMHC;			
M17	The Solution must provide progress reporting on each stage of the process when required			
M18	The Solution must provide training materials and documentation for the use of mobile scanners and associated software;			
M19	The Solution must be able to service both official languages, English and French;			
M20	The Solution must provide technical support in both official languages from 7:00 am EST to 10:00 pm EST, 5 days of the week;			
M21	The Solution must be Protected B certified.			
M22	The Solution must work and use data information to and from (interoperate with) - -Windows 10 Professional -RCMP RTID System (to submit fingerprints);			

	-CMHC Microsoft E-Mail; -Equifax or Trans Union for Credit Verification; -SAP Success Factors HR application			
M23	The Solution must deliver, enable and support the functionality to perform encrypted file transfers;			
M24	The Solution must work, use data information to and from (interoperate with) Equifax or Trans Union current technical infrastructure;			
M25	The Solution must work, use data information to and from (interoperate with) RCMP's current and future technical infrastructure;			
	The Solution must work to ensure the security screening process meets the Government of Canada's standard on security screening.			
Section 2 – Rated Technical Requirements				
Item #	Criteria Description	Max. Points	Page No in Proposal	Comments
R1	Product Demo	10		

APPENDIX "B" – PRICING PROPOSAL

The proponent must provide a response outlining the pricing of its proposed solution in a detailed manner that provides the functionality and meets all of the criteria outlined in this RFP.

Leasing prices should be provided for the hardware equipment described in the Statement of Requirement.

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.

YEAR 1 –

Item No.				

YEAR 2 –

Item No.				

YEAR 3 –

Item No.				

Option Year 4

Item No.				

Option Year 5

Item No.				

APPENDIX "C" – EVALUATION TABLE

Table 1 – Definitions and Values

Rating	Description	Points Available
Exceptional	Exceeds the requirements of the criteria in superlative and beneficial ways	10
Excellent	Exceeds the requirements of the criteria in ways which add additional value to CMHC’s stated requirements	9
Very Good	Exceeds the requirements of the criteria in a manner which may not add additional value to the stated requirements	8
Fully Meets	Fully meets all requirements of the criteria	7
Average	Adequately meets most of the requirements of the criteria. May be lacking in some areas which are not critical	6
Average to Poor	Barely meets most of the requirements of the criteria to the minimum acceptable level and lacking in areas which are not critical	5
Poor	Addresses most, but not all of the requirements of the criteria to the minimum acceptable level	4
Poor to Very Poor	Barely addresses any of the requirements of the criteria and completely lacking in critical areas	3-1
Unsatisfactory	No answer found, proponent stats they cannot perform, not available at the time of the RFP	0

Table 2 – Point Rating

POINTS	PERCENTAGE
RATED CRITERIA	60%
FINANCIAL PROPOSAL	40%
TOTAL	100%

The following evaluation method will be used for the pricing evaluation:

- (1) A proposal must comply with all of the Mandatory requirements in order to proceed in the evaluation process.
- (2) The overall rated score for each responsive proposal will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60% for the rated criteria.
- (3) To establish the pricing score, each responsive proposal will be prorated against the lowest evaluated price and the ratio of 40%.
- (4) For each responsive proposal, the total of 1 and above be added to determine its combined rating.
- (5) Neither the responsive proposal obtaining the highest score nor the one with the lowest evaluated price will necessarily be accepted. The responsive proposal with the highest combined rating overall will be recommended for award of a contract.
- (6) The overall price over five years be used to establish the Price Score.

	Proponent 1	Proponent 2	Proponent 3
Rated	$8/10 \times 60 = 48$	$5/10 \times 60 = 30$	$10/10 \times 60 = 60$
Price	\$45,000.00	\$55,000.00	\$60,000.00
Pricing Score	$\$45K/\$45K \times 40 = 40$	$\$45K/\$50K \times 40 = 36$	$\$45/\$60 \times 40 = 30$
Combined Rating	88	66	90

- (7) The table below illustrates an example where all three example proposals are responsive and the selection of the successful proponent is determined by the combined ratio Rated Requirements and price, respectively. The lowest evaluated per price is \$45,000.00. The winning proponent is Proponent 3.

APPENDIX “D” – CERTIFICATE OF SUBMISSION

 Company Name

 Procurement Business Number
(PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by the terms and conditions in the draft Agreement, in the event that the Proponent is selected by CMHC to enter into a contract. Furthermore, in accordance with Section 6.2, the Proponent may propose additional terms and conditions to the draft Agreement. In its sole discretion, CMHC may accept or reject the any of the Proponent’s proposed additional terms and conditions.
- II. offers to provide goods and services to CMHC, as described in this proposal in accordance with the Request for Proposal;
- III. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2 of the RFP;
- IV. certifies that, at the time of submitting this proposal, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- V. represents and warrants that in submitting the proposal or performance of the Agreement, there is no actual or perceived conflict of interest;
- VI. 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;
- VII. certifies that this proposal was independently arrived at, without collusion;
- VIII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a Agreement or favourable treatment under an Agreement;
- IX. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- X. 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;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of Solution identified in the Agreement.
- XIII. 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.

XIV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this _____ day of _____, 20__ at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

_____	_____	_____
Signature of Signing Authority	Name	Title of Signing Authority

Declaration: I have the authority to bind the company.

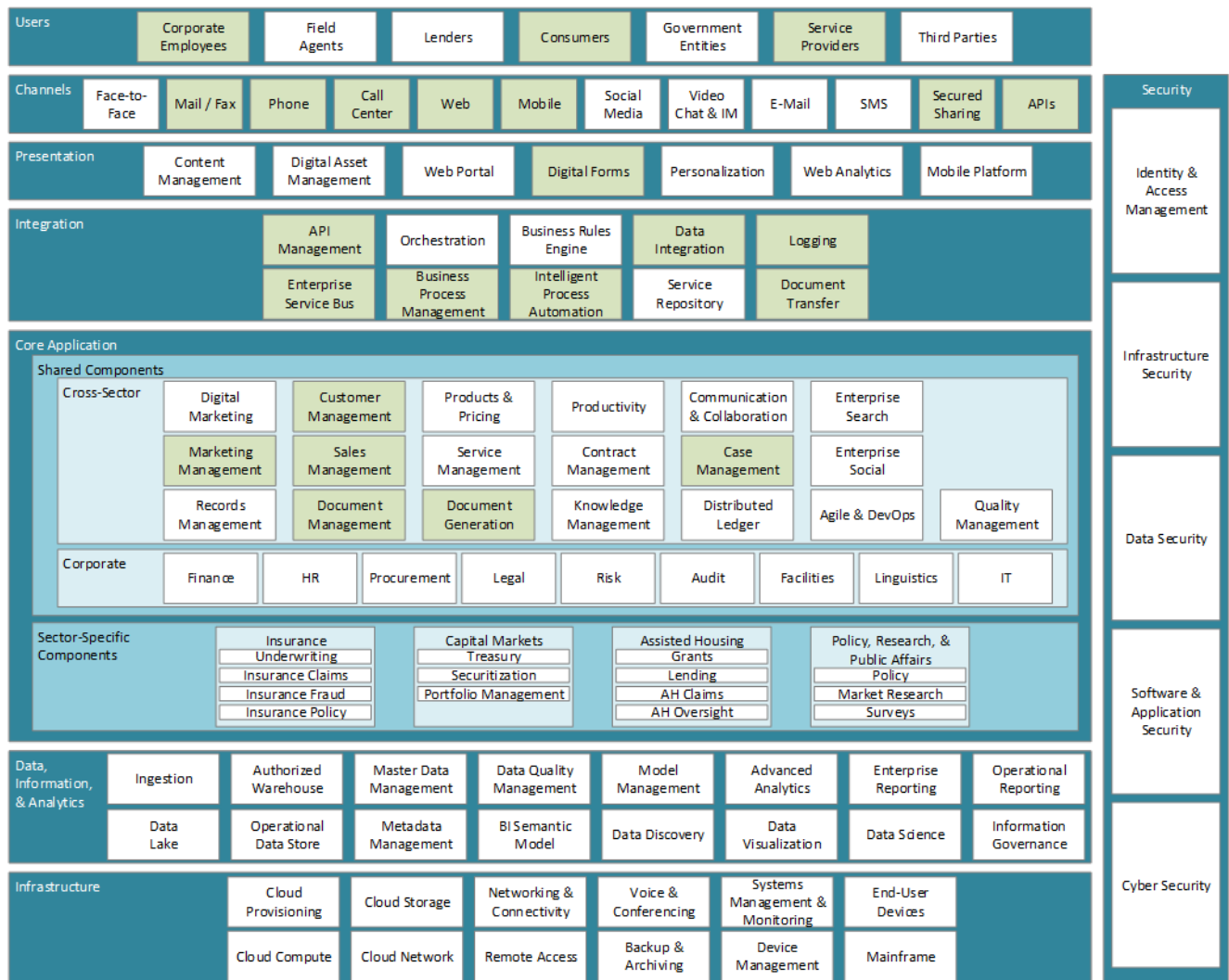
APPENDIX “E” – MANDATORY COMPLIANCE CHECKLIST

Submission Deadline	Section 2.3.1
Offering Period	Section 2.7
Proponent’s Qualifications	Section 4.5
Response to Statement of Requirement	Section 4.6
Pricing Proposal	Section 4.13
Certificate of Submission	Section 7.3

APPENDIX “F” – CMHC’S TECHNICAL ENVIRONMENT

CMHC is currently undergoing a major Technology Transformation. The Target State Architecture definition is driven by guiding principles established by Enterprise Architecture. Enterprise Architecture prefers a platform-based approach and prioritizes cloud-based Software-as-a-Service platforms in order to simplify CMHC’s technological landscape. Third-party systems will be integrated into CMHC’s Technology landscape via Enterprise Integration Services and must adhere to CMHC’s Security Policies. Solutions enabling the Target Architecture should integrate to provide a seamless user experience to enable business capabilities.

Logical Architecture



APPENDIX “G” – CMHC’S SECURITY STANDARDS

CMHC safeguards against risks associated with IT security that could impact the confidentiality, integrity and/or availability of CMHC assets. CMHC utilizes the ISO27001:2013 standard to establish, implement, maintain and continually improve its Information Security Management System (ISMS), including requirements for assessment and treatment of information security risks. Enhanced security controls, network monitoring tools and data loss prevention techniques are used by CMHC to mitigate risks associated with IT Security.

Security Principles

CMHC adheres to the following IT security principles:

- 1) CMHC safeguards and protects information assets and technology infrastructure from loss;
- 2) Assets are protected in accordance with their level of criticality and risk;
- 3) All personal and competitive commercial information is protected at all times in accordance with the Privacy Act and the Access to Information Act;
- 4) All IT activities comply with applicable laws, CMHC’s Code of Conduct and standard operating procedures/directives of IT use as per the ISO27001:2013 standard;
- 5) Through effective IT security awareness training, personnel have the knowledge to perform their functions and to safeguard against any IT security threats and;
- 6) Active monitoring and testing of CMHC IT ensures efficient operation, benchmarking performance, isolation and resolution of problems, and compliance with IT sector policies.
- 7) CMHC IT Security Division monitors the use of CMHC’s electronic network to ensure compliance with the requirements of the Treasury Board, to ensure appropriate use and that confidentiality, integrity and availability of the systems are maintained.
- 8) CMHC IT Security Division performs monitoring activities, conducts any necessary reviews or investigations of CMHC’s electronic network and reports any instances or suspected cases of non-compliance with this policy.
- 9) CMHC has established access controls with respect to information assets and technology infrastructure. This includes the employment of processes and controls such as, but not limited to, trusted platform modules, firewalls, secure portals, Virtual Private Network (VPN) connections etc. that ensure the protection of CMHC’s proprietary data against inappropriate user access.

- 10) CMHC restricts access to information assets and technology infrastructure to employees who have been identified, screened, authenticated and authorized, and must keep this access to a level that permits employees to perform their duties. Access to sensitive data (Protected A and above) is based on the least-privilege principle and must be consistent with the security designation or classification level of the applications and systems being accessed.
- 11) CMHC IT Security Division approves, grants and revokes access to CMHC applications, systems and the CMHC networks and regularly reviews and monitors all access (including remote access, mobile access, third party access and cloud/Software as a Service (SaaS)).