



REQUEST FOR PROPOSAL

FOR

REMPLACEMENT DU LOGICIEL DE GESTION IMMOBILIÈRE POUR L'ÎLE DE GRANVILLE

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| <p>Date issued: January 13, 2020</p> <p>Solicitation File Number: RFP-000131</p> | <p>Solicitation Closes: January 28, 2020</p> <p>Inquiries: David LaBerge</p> <p>Tel: (613) 749-4794</p> <p>Email: dlaberge@cmhc-schl.gc.ca</p> |
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Security Classification: UNCLASSIFIED

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

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

1.1.1 Definitions

| | |
|------------|--|
| Contractor | The successful Proponent to provide the Work |
| CRM | Customer Relationship Management |
| GI | Granville Island |
| Proponents | Potential vendors submitting a proposal to the RFP |
| RFP | Request for Proposal |
| Work | All services to be performed by the Contractor |
| WO | Work Order |

1.2 Introduction and Scope

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

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

A comprehensive Company profile of CMHC can be found at www.cmhc-schl.gc.ca

For over 22 years, Granville Island has been using Spectra Property Management software by Real Page Inc which is a Microsoft Access based software. The Spectra software is Granville Island’s main software, used to record and monitor all leasing and property management activities, as well as serving as Granville Island’s Financial accounting and reporting system. Granville Island does not enter transactions in Microsoft Dynamics 365 directly, with the exception of employee expense claims.

CMHC Granville Island wishes to enter into an agreement (hereinafter referred to as the “Agreement”) with a supplier (hereafter referred to as the “Proponent”) to supply and install a property management software system that will accommodate the commercial leasing environment and interface with the corporate ERP system MS D365.

1.3 Purpose of Request for Proposal

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner. CMHC has no obligation to procure any services, or to

compensate any Proponent for work done other than as may be set out in a written Agreement with that Proponent.

CMHC uses an RFP to describe its requirements, ask Proponents for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead Proponent, and outline the terms and conditions under which the lead Proponent will operate or supply goods and/or services. By submitting a proposal, Proponents agree to be bound by the terms of this RFP and the terms of the proposal that they submit.

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

1.4 Schedule of Events

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

| | |
|--|---|
| Issue Date of RFP and Question start date | January 13, 2020 |
| Deadline for questions | |
| Deadline for issuing addenda (answers to questions) | |
| Submission deadline | January 28, 2020 at 2:00 pm Ottawa local time |
| Anticipated evaluation deadline – shortlist for Interview(s) | Early February, 2020 (to be confirmed) |
| Presentation(s) | Mid-February, 2020 (to be confirmed) |
| Evaluation – lead Proponent(s) | Late February, 2020 (to be confirmed) |
| Anticipated execution of Agreement | Early March, 2020 (to be confirmed) |

1.5 Mandatory Requirements

This RFP contains mandatory requirements as identified by using “must”, “shall” and “will” throughout this RFP which denote imperative (“mandatory”). In addition, this RFP contains mandatory submission requirements as outlined in Section 5 – Evaluation and Selection.

Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC’s intent in issuing the RFP. In the event that CMHC elects to waive or revise 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.

1.6 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP process to help ensure that the actions of one generation do not compromise the ability of future generations to have an equal

quality of life. To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

1.7 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 Informational 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 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding Proponent experience in responding to its RFPs, whether it be positive or negative. As

CMHC does not wish to be perceived as influenced by such feedback in the award decision, Proponents are requested to submit their feedback after an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as *Proponent Feedback RFP # 000122* 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

2.0 Direct Deposit and Income Tax Reporting Requirement

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

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

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Proponents 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.

2.2 Certificate of Submission

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

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

2.3 Delivery Instructions and Deadline (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, an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that Proponents follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

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

2.3.1 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: **RFP000131** and *company name*

Please also indicate the number of emails submitted e.g. email 1/1 or 1/3, 2/3 and 3/3 as applicable.

2.3.2 Format

Proposals may be submitted in MS Word or Adobe Acrobat PDF.

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

2.3.3 Proposal Opening and Verification Period

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

2.3.4 Submission Deadline

Your proposal must be **received** at the exact location as specified in above Section 2.3.1, on or before the submission deadline set as:

2:00 p.m. local Ottawa time, on January 28, 2020

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

2.4 Inquiries

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

David LaBerge
dlaberge@cmhc-schl.gc.ca

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

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all Proponents, will be answered by CMHC in writing and distributed to all Proponents by e-mail. 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.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received after the question submission deadline.

2.5 Communication

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

2.6 Proponent Contact

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

2.7 Offering Period

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

2.8 Changes to Proposals

Changes to a proposal are permitted, provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted and be received no later than the submission deadline.

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

2.9 Multiple Proposals

Proponents interested in submitting more than one (1) proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted as an addendum to a proposal. Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

2.11 No Liability

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

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

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

2.12 Verification of Proposals

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

2.13 Ownership of Responses

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

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

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

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

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

2.14 Proprietary Information

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

2.15 Corporation Identification

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

2.16 Declaration with respect to Gratuities

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

2.17 Conflict of Interest

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

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

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

2.18 Declaration with respect to Bid Rigging and Collusion

By submitting its proposal, the Proponent certifies that:

- (a) prices as submitted in its proposal have been arrived at independently from those of any other Proponent;
- (b) the prices as submitted have not been knowingly disclosed by the Proponent, and will not knowingly be disclosed by the Proponent prior to award, directly or indirectly, to any other Proponent or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

2.19 Security Clearance

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

If they are not security cleared, the Proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this RFP. The failure of an individual to obtain security clearance shall not relieve the successful Proponent from any of its obligations under this RFP and any resulting agreement.

2.20 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing and describe the proposed roles and responsibilities of each party.

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

Joint venture responses must be accompanied by a signed Certification of Submission from each participating entity in accordance with Section 2.2.

2.21 Non-Disclosure of CMHC Information

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

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

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

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

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.

If Information is to remain in Canada:

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

Without limiting the generality of the foregoing, the Proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the Proponent without the prior written consent of CMHC.

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3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

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

3.2 Statement of Work

3.2.2 Background

The administration, management and control of the revitalization of Granville Island was transferred to CMHC by Order-in-council in 1972, as CMHC was already deeply involved in as innovative housing development in the area and it had experience in urban renewal and the skilled resources necessary to carry out the challenge.

Granville Island in Vancouver is designed to attract local residents and visitors to meet, explore and experience a variety of cultural, recreational, educational, commercial and industrial activities, all year round. It is recognized as one of the most successful waterfront developments in North America. Granville Island is comprised of 15.2 hectares (37.6 acres) of land area and 2.1 hectares (5.3 acres) of tidal water area, and represents a major public land holding in close proximity to downtown Vancouver. Situated in False Creek between the Burrard and Granville Bridges, it is adjacent to the marinas and aquatic activities of both False Creek and English Bay.

The Island is home to approximately 275 businesses as well as cultural and education facilities that employ over 2,500 people. Granville Island caters to businesses that provide a unique local blend of culture, commerce and crafts.

In the 1970's, Granville Island began its successful transformation from an industrial wasteland to one of the most beloved public spaces in Vancouver.

Map of Granville Island:



3.2.3 Scope of Work

CMHC Granville Island requires a qualified proponent to supply and install a property management software system that will accommodate the commercial leasing environment and interface with the corporate ERP system MS D365.

Please refer to the appendix B for details on requirements and capabilities of the system.

The software system must be able to support the diverse commercial leasing structure, with tenants occupying spaces in CMHC owned buildings as well as tenants who hold long-term land leases. The different land uses and tenant operations range from retail to artisan to office and storage, but also includes theatres, restaurants, hotel, institutional, industrial and recreational uses.

CMHC Granville Island is currently using Spectra by Real Page Inc., which is only partially integrated to D365. The preferred solution should accommodate improved integration in order to automate several manual processes. The following tasks are important in a new software solution:

- Automation of calculation of specific tenant charges, including:
 - o Rent as a percentage of sales
 - o Rent increases based on external factors, i.e. CPI
 - o Chargebacks for various costs, i.e. Common Area Maintenance, utilities, property taxes
- Sophisticated reporting and planning features
 - o Sales reporting
 - o Operating and capital costs – on building/unit level
- Integrated Work order module to allow tracking and planning of
 - o Preventative maintenance tasks
 - o Operating expenses and capital expenditures

The proponent agrees that in consultation with authorized CMHC representatives they will recommend and prioritize work into several phases, with final implementation/Go Live date to be negotiated.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

Response Item

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

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.

4.1. 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.

4.2. 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.

4.3. 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?

4.4. Proponent's Qualifications

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

- (d) A description of the Proponent's organization, its history, legal status, number of full-time employees and areas of specialization.
- (e) 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.
- (f) Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.5. Response to Statement of Work

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

4.6. List of Proposed Software

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

4.7. Description of the Proponent's Maintenance and Support Services

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

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

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

4.8. 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.

4.9 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).

4.10 Project Management Plan

The proponent shall describe its project management including:

- Project Management Approach, outlining
 - Development of project plan and milestones
 - Data Conversion Strategy
 - Definition of objectives for the pilot/sandbox/testing environment
- Organizational structure, reporting and lines of authority of project management team.
 - Status reporting methodology, including details of written and oral progress reporting methods.
 - Intended communication interface mechanisms and points with CMHC
 - Resolution of potential issues and difficulties

- Quality Control
 - Details of the methods used in ensuring quality of the work
 - Issue tracking
 - Response mechanisms in the case of errors, omissions, delays, etc.
 - Method it will use to ensure compliance with the work schedule.

- Pilot phase:
 - Confirm business requirements, parameters, processes, reports and security
 - Define system inputs and outputs
 - Investigate integration to D365
 - Installation of testing environment
 - Train CMHC project team members
 - Develop custom reports, if needed
 - Maintain log of test issues and results
 - Address issues and adjust design

- Go Live Phase:
 - Backup of data and data migration and conversion data
 - Transition to live production environment
 - Issue resolution, bug fixes
 - Provide training of end users (CMHC Staff and tenants) and ongoing support and upgrades

4.11 Partnerships, Corporations, Joint Ventures and Consortiums

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

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

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

- (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.

4.12 Sole Proprietorships

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

4.13 Other Information

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

5 SECTION 5 EVALUATION AND SELECTION

5.1. Overview of Section 5

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

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

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

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

5.2. Limitation of Damages

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

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

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

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

5.4. Evaluation Methodology

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

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

5.5. Mandatory Criteria

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

5.6. Point-Rated Criteria

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

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

5.7. Proponent’s Pricing Evaluation

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

5.8. Evaluation Table

The Evaluation Table 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. 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.

6 SECTION 6 - DRAFT AGREEMENT

6.1. Overview of Section 6

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

6.2. Additional Contract Terms and Conditions

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

Acceptance of all the terms and conditions contained in Section 6 - Resulting Agreement clauses (including those relating to software licensing and those incorporated by reference) is a Mandatory requirement of this bid solicitation.

However, Proponents may, as part of their proposal, submit additional software use terms. Whether or not those software terms will be included in any resulting Agreement (as an Annex in accordance with the Article entitled "Priority of Documents" in the resulting Agreement Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to CMHC is a matter solely within the discretion of CMHC.

The process is as follows:

Bids may include additional software use terms that are proposed to supplement the terms of the resulting Agreement clauses. Proponents should not submit a Software Publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);

In cases where the Proponent has submitted a Software Publisher's full standard license terms, CMHC will require that the Proponent to remove these terms and submit only the software use terms that the Proponent would like CMHC to consider;

CMHC will review the additional software use terms proposed by the top-ranked Proponent (identified after the financial evaluation) to determine if there are any provisions proposed by the Proponent that are unacceptable to CMHC;

If CMHC determines that any proposed software use term is unacceptable to CMHC, CMHC will notify the Proponent, in writing, and will provide the Proponent with an opportunity to remove that provision from its bid or to propose alternate language for consideration by CMHC. CMHC may set a time limit for the Proponent to respond; if the Proponent submits alternate language, if CMHC does not find the alternate language acceptable, CMHC is not required to allow the Proponent to submit further alternate language;

If the Proponent refuses to remove provisions unacceptable to CMHC from its bid within the time limit set by CMHC in its notice, the bid will be considered non-responsive and be disqualified; CMHC may then proceed to the next-ranked bid; and

If the Proponent agrees to remove the provisions that are unacceptable to CMHC and it is awarded any resulting Agreement, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Agreement Clauses.

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

The Proponent's proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting Agreement.

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

6.3. Draft Agreement



CMHC Agreement No. PA

THIS AGREEMENT is made this day of , 20 (hereinafter referred to as the “Agreement”).

BETWEEN **CANADA MORTGAGE AND HOUSING CORPORATION**
(Hereinafter referred to as “CMHC”)

AND

(Hereinafter referred to as the “Contractor”)

(Collectively, CMHC and the Contractor are referred to as the “Parties” and are each individually referred to as a “Party” hereunder)

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

Section 1.0 - The Software Solution

1.1. The Contractor covenants and agrees to supply the deliverables described in the Agreement, in accordance with, and at the prices set out in the Agreement. This includes the following:

- (a) Granting the license to use the software described under Section 1.2 and **Schedules A** and **Schedule D** of this Agreement (hereinafter referred to as the “**Software**”);
- (b) Providing the maintenance and support services described in **Schedule D** (hereinafter referred to as the “**Support Services**”); and
- (c) Providing the documentation described in the Agreement, (hereinafter referred to as the “**Documentation**”);
- (d) Providing any and all training onboarding and implementation services included as part of the Subscription Services and as outlined under Schedule A and D of this Agreement.

Collectively all of the deliverables outlined under this Section 1.1 is defined as the “**Software Solution**” for the purposes of this Agreement.

1.2. Software Solution

By executing this Agreement, the Contractor agrees and covenants that the Software Solution will include the following specifications and capabilities:

- (1) Software Solution includes the licenses to use the Software described in this Agreement and any other software or software code required for the Software to function in accordance with the Documentation and Schedule D.

- (2) The Software Solution also includes all services necessary for use of the Software including, but not limited to: (a) configuration, (b) integration, (c) user directory integration (d) data import / export capabilities, (e) training, (f) backup, high availability, and recovery capabilities, (g) reporting capabilities and (h) change management options, all to be provided from locations in Canada. Along with (i) monitoring, (j) technical support and (k) maintenance being provided Contractor's support locations.
- (3) The Software Solution includes all functionality described the Agreement and further detailed in Schedule D (Software Solution Description), including but not limited to the following:
_____ related services described in Schedule D.
- (4) The Contractor hereby agrees that the Software includes anything required to enable CMHC to use all the features and functionality described in the Documentation and Software Solution Description under Schedule D, including but not limited to providing any and all hosted software, hosted equipment, host agents, access licenses, drivers, application programming interfaces, adapters, connectors, plug-ins, software development tool kits, development frameworks and hosted management consoles.

1.3. Grant of Licenses

- (1) **License.** The Contractor hereby grants to CMHC and to any CMHC Representative a non-exclusive, freely-transferable license to access and use the Software identified, on a hosted basis and in accordance with the Documentation, for the Term of this Agreement. This grant of license is subject to the terms, conditions and restrictions set forth under this Agreement, including but not limited to the following: (a) the license granted under this Agreement is based on the license descriptions detailed in Schedules A and D; and (b) the license granted under the Agreement will remain unaffected by changes in CMHC's environment, such as changes to the operating system, types of devices, or other software products used by the CMHC from time to time in addition to the Software.
- (2) **Additional Rights.** The license includes the right for CMHC to access and use the Software Solution, which includes the following rights and capabilities:
 - to create an unlimited number of accounts, unrestricted by the number or type of users, providing the number of users does not exceed those licensed per Schedule A;
 - to generate an unlimited number of reports;
 - to access and use the Software Solution from an unlimited number of CMHC locations, devices, and operating environments within the limits, if any, shown in Schedule A;
 - to make this use by way of the Internet, or such other means as may become possible from time to time so that users have "universal access rights" (i.e., a right to access the Software Solution by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time; and
 - to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that may be using from time to time.

CMHC acknowledges that the Contractor is not granting any license rights to software other than the Software forming a part of the Software Solution.

- (3) **Language Requirements.** The Contractor must provide the English language version of the Software and, if available, the French version of the Software, all without requiring the purchase of any additional licenses or rights.
- (4) **No Shrink-Wrap.** Only terms which are presented in full and directly described herein will form part of this Agreement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise, shall not form part of this Agreement. CMHC is not bound by and does

not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the Software provided under the Software packaging or conditions that may accompany the Software Solution in any manner, regardless of any notification to the contrary from the Contractor or any associated third party. For greater clarity, the Contractor agrees that CMHC is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the Software Solution in any manner, regardless of any notification to the contrary.

1.4. Ownership of Software

- (1) CMHC acknowledges that ownership of the Software belongs to the Contractor and is not transferred to CMHC. As a result, any reference in the Agreement to any part of Software as a deliverable must be interpreted as reference to a license to use that Software, not to own the Software.
- (2) CMHC acknowledges that, in performing any warranty, maintenance, support and professional services related to the Software (if required under the Agreement), the Contractor and its employees, agents, and subcontractors may develop and share with CMHC ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Agreement, ownership to this intellectual property will remain with the Contractor. As long as the Contractor at all times, observes the confidentiality provisions of this Agreement, then Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that CMHC also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by CMHC will remain the property of CMHC, regardless of whether that data is created, processed, or stored using the Software.

1.5. Disabling Codes

- (1) If the Software Solution contains any features, functions or characteristics ("Disabling Codes") that might cause the Software Solution to be or become unusable by CMHC without such passwords, authorization codes or similar information, the Contractor agrees to provide CMHC, in advance and on an ongoing basis, and provided that CMHC is not in default of its obligations regarding the use of the Software Solution, with all such passwords, authorization codes and other information required by CMHC to continue to use the Software Solution.
- (2) If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor agrees to correct or remove the Disabling Code from the Software Solution or take whatever other steps are necessary to ensure that CMHC is able to continue using the Software Solution. The Contractor agrees to complete such corrective action within twenty-four (24) hours or within a timeframe agreed upon by the Parties in writing of having knowledge of same.

1.6. Software Solution Documentation

The parties agree that, for the purposes of this Agreement, "Documentation" shall include any user guides, documented procedures, instructions or correspondence, whether in print or machine readable media, relating to the Software Solution that are identified by the Contractor as "Documentation" as may be produced and updated by the Contractor from time to time.

- (1) Copyright of the Software Solution Documentation will not be owned by or transferred to CMHC. However, CMHC has the right to use the Software Solution Documentation and may, for its own internal

purposes, copy it for use by individuals using or supporting the Software Solution, as long as CMHC includes any copyright and/or proprietary right notice that was part of the original document in any copy of same. Unless provided otherwise in the Agreement, CMHC must not otherwise reproduce the Software Solution Documentation without first obtaining the written consent of the Contractor.

- (2) The Contractor guarantees that the Software Solution Documentation contains enough detail to permit an administrator and/or its CMHC users to access, test and use all features of the Software Solution.
- (3) The Contractor must deliver the Software Solution Documentation in English. If the Software Solution Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both Canadian French and English. If the Software Solution Documentation is only available in English, it may be delivered in that language; however, CMHC then has the right to translate it. CMHC owns any translation and is under no obligation to provide it to the Contractor. CMHC will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by CMHC.
- (4) At no additional cost to CMHC, the Contractor must update the Software Solution Documentation throughout the Term of this Agreement, and any extension thereof, to the most current release level consistent with the Software Solution delivered under this Agreement. The Contractor must provide these updates to CMHC within ten (10) calendar days of the update being available. These updates must include supporting documentation for all modifications to the Software Solution, including new versions and new releases that CMHC is entitled to receive under the Agreement and must identify any problems resolved, enhancements made, or features added to the Software Solution, together with access instructions.

1.7. Right to License

The Contractor guarantees that it has the right to license the Software and full power and authority to grant to CMHC all the rights granted under the Agreement in relation to the Software Solution. The Contractor also guarantees that all necessary consents, including third party consent, to that grant have been obtained by the Contractor prior to entering into this Agreement and, where updates are concerned, the Contractor agrees to obtain any and all required third party consent during the Term of this Agreement. The Parties agree that only the conditions that expressly form part of this Agreement form a part of this Agreement. Any conditions accompanying or enclosed with the Software Solution, if any, do not form part of this Agreement and, therefore, are not part of CMHC's license and do not affect the rights of the Parties hereto in any way. The Contractor agrees that in no event will CMHC or any CMHC user be required to enter into any additional license agreements with respect to the Software Solution or any portion thereof.

1.8. Add-Ons

- (1) The Contractor must provide, in accordance with the terms and conditions of this Agreement and at no additional cost to CMHC, any and all extensions, applications, plug-ins and APIs (i.e. Add-ons) developed by the Contractor or third parties to enhance the Software Solution and that are provided to other customers at no additional charge as part of its commercial offering.

1.9. Security Measures and Requirements (IF APPLICABLE)

- (1) The Software Solution must include the applicable data storage required to use the Software 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 4.9 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 1.9(2), 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 4.9 of this Agreement) will be housed in servers outside of Canada during the Term of this Agreement.

1.10. Backup and Recovery of CMHC’s Data (IF APPLICABLE)

- (1) As a part of the Software Solution and in accordance with Schedule “B” 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 Software 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 “B”. The Contractor further agrees that backup and recovery services will be provided from locations within Canada.

- (2) **Minimum Availability Level.** The Software Solution must be available to CMHC twenty-four (24) hours a day, 365 days a year, and must be available 99.9% of the time.
- (3) **Changes in Functionality.** During the Term of this Agreement, the Contractor must continue to deliver the Software Solution as described in this Agreement. Where the Contractor has reduced or eliminated functionality in the Software Solution, CMHC will provided written notice of concerns and allow the Contractor thirty (30) calendar days to rectify the concerns after which, at CMHC’s sole discretion, CMHC will have, in addition to any other rights and remedies under this Agreement or at law: (i) the right to immediately terminate this Agreement by providing ten (10) calendar days’ notice to the Contractor, and (ii) be entitled to a refund of any advanced payments pre-committed by CMHC to the Contractor for the remainder of Term. If the Contractor removes any functions from the Software Solution and offers those functions in any new or other services, the Contractor agrees to provide to CMHC as part of CMHC’s License, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Agreement. Where the Contractor increases functionality in the Software Solution, such functionality must be provided to CMHC without any increase in the Software Solution costs as listed under Schedule “A” of this Agreement.

1.11. Software Solution Warranty, Maintenance and Support Services

- (1) **Software Solution Warranty.** The Contractor warrants and represents that the Software Solution will meet or exceed all the specifications set out in this Agreement and the Documentation during the entire Term of this Agreement.
- (2) **Software Solution Maintenance.**

In addition to the provisions outlined in Schedule D, the Contractor must continue to maintain, upgrade and provide security updates for the Software Solution as commercial Software Solution (i.e. the Contractor must be continuing to develop new code in respect of the Software Solution to maintain its functionality, enhance it, and deal with errors) for the entire Term of the Agreement. After that time, if the Contractor decides to discontinue or no longer maintain the Software Solution, the Contractor must provide written notice to CMHC at least twelve (12) months in advance of the discontinuation; and
- (3) **Software Solution Support.**

In addition to the provisions outlined in Schedule D, throughout the Term of the Agreement, the Contractor, must as part of the Software Solution provide the following e-mail and web support:

 - (i) **E-Mail Support:** The Contractor must provide the e-mail and telephone Support through the Contractor's e-mail address at _____ and telephone support number _____ in English and/or French, if available, from _____ to _____ P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within four (4) hours of CMHC's initial request.
 - (ii) **Qualified Personnel:** The Contractor’s employees and subcontractors must be qualified and able to respond to the CMHC’s questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Software Solution.

- (iii) Language of Software Solution Support: Software Solution Support Services are provided in English.
- (iv) Web Support: The Contractor must provide CMHC with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line support tools. The Contractor's website must provide support in English. The Contractor's website must be available to CMHC's Administrators twenty-four (24) hours a day, 365 days a year, and must be available 99.9% of the time. The Contractor's website address is [BLANK]
- (v) Canadian Support Personnel: Any technical consulting services delivered by the Contractor employees or sub-contractors will be provided directly to CMHC through the Contractor's personnel located in Canada. Any access to the CMHC environment by such personnel will be provided and managed at CMHC's discretion and in accordance with the identity and authentication requirements provided under Schedule "B" of this Agreement or specifically requested by CMHC in writing.

1.12. Error Correction Services.

- (1) CMHC may report to the Contractor any failure of the Software Solution to operate in accordance with this Agreement or the Documentation during the Term of this Agreement. CMHC may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from CMHC, unless provided otherwise in the Agreement, the Contractor must use all reasonable efforts to provide CMHC within the time frames established in Schedule D. with a correction of the error which caused the failure. Any such software correction must cause the Software Solution to meet the Agreement requirements as well as the Document specifications. The Contractor must use all reasonable efforts to provide permanent corrections for all errors and the Contractor warrants that the Software Solution will meet the functional and performance criteria set out in the specifications. All error corrections will become part of the Software Solution and will be subject to the conditions of CMHC's license with respect to the Software Solution.
- (2) If CMHC reports an error to the Contractor, CMHC must provide sample output (if applicable) and other diagnostic information, in order to permit the Contractor to expeditiously correct the error.

1.13. Service Credits.

- (1) In the event that the Contractor fails to meet the requirements outlined in Section 1.11 and Schedule D of this Agreement, the Contractor shall compensate CMHC with the service credits listed in this Section 1.13. The Contractor further agrees to provide CMHC with a written explanation, satisfactory to CMHC, as to:
 - (i) why the Contractor did not meet its SLA requirements, (ii) the solutions it will apply to avoid future occurrences of the same problem.

| Monthly Uptime Percentage | Standard Service Credit |
|---------------------------|-------------------------|
| < 99.9% | 2.5% |
| < 95% | 5% |

The service credits will be calculated as follows: annual subscription fee pro-rated by 365 days X number of days of unmet service levels X service credit percentage. The service credit amounts will be applied to future annual subscription payments owed to the Contractor by CMHC.

1.14. Acceptance.

- (1) **Software Solution Acceptance.** If any of the Software Solution do not meet all the requirements of the Agreement, CMHC may reject it or require that it be corrected, at the sole expense of the Contractor, before recommending payment.

- (2) **Effect of Acceptance.** Acceptance by CMHC does not relieve the Contractor of any responsibility for defects or other failures to meet the requirements of the Agreement or the Contractor's responsibilities with respect to warranty, maintenance or support under this Agreement.
- (3) **Period of Acceptance.** Unless provided otherwise in the Agreement, the acceptance procedures are as follows:
 - (i) CMHC will have thirty (30) days from date of receipt of the particular Software Solution to perform its inspection ("Acceptance Period"); and
 - (ii) If CMHC provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible, and in any event within ten (10) business days of such notice, and notify CMHC in writing once the deficiency is rectified, at which time CMHC will be entitled to re-inspect the Software Solution in question before acceptance and the Acceptance Period will begin again.

1.15. Software Compliance Audit

- (1) CMHC shall keep all usual and proper records relating to its reproduction, distribution and use of the Software.
- (2) No more than once per year, upon written request by the Contractor, CMHC shall furnish the Contractor with a written certification, signed by a senior officer of CMHC, certifying that it has complied with, and is not in default of, the terms and conditions of the Agreement within thirty days of such request.
- (3) If any of the above reveals that CMHC is using the Software in excess of the licenses acquired under the Agreement ("Excess Usage"), CMHC will remove the Excess Usage software within thirty (30) days of CMHC becoming aware of the Excess Usage or CMHC may elect to purchase additional licenses at a cost not to exceed the ceiling prices in Schedule A, through an amending Agreement. Upon receipt of such amending Agreement, the Contractor grants the licenses as required to remedy the Excess Usage and fully and finally releases CMHC from all claims arising from such Excess Usage.
- (4) These provisions shall constitute CMHC's sole obligation in terms of demonstrating compliance and license sufficiency in respect of CMHC's use of the software, regardless of anything else contained in the Agreement.

Section 2.0 - Term of the Agreement

2.1. The Agreement Term: The Agreement Term is the entire period of time during which the Contractor is obliged to provide the Software Solution, which includes:

- (1) The "Initial Agreement Term", which begins on the date this Agreement is duly executed and ends on the first year anniversary of such date; and
- (2) If applicable, the period during which the Agreement is extended in writing by the Parties, the "Renewal Term", provided that CMHC elects to exercise any options set out in this Agreement under Section 2.2.

Collectively, the Initial Term and Renewal Term(s) are the "Term" for the purposes of this Agreement.

2.2. Option to Extend the Agreement Term:

- (5) The Contractor grants to CMHC the irrevocable option to extend the Term of the Agreement by up to four (4) additional one (1) year period(s) under the same terms and conditions as this Agreement and which will be evidenced by amending agreement. The Contractor agrees that during the extended period of this

Agreement it will be paid in accordance with the applicable provisions set out in Schedule “A” of this Agreement.

- (6) CMHC may exercise this option at any time by sending a written notice to the Contractor at any time before the end of the Term of this Agreement. The option may only be exercised at CMHC’s sole discretion, and will be evidenced through an amending Agreement.
- (7) **Option to Purchase Additional Products and Services:** The Contractor grants to CMHC the irrevocable option to purchase additional quantities of the Software Solution and any other related products and services offered by the Contractor on the same terms and conditions granted under the Agreement and at the prices set out in Schedule “A” or at any other mutually negotiated price agreed to by both Parties at the same, or better, discounts applied under this Agreement.
- (8) This option may be exercised at any time during the Term of this Agreement, as many times as CMHC chooses. This option may only be exercised by the CMHC by notice in writing to the Contractor and will be evidenced by an amending agreement.

2.3. Termination

- (1) CMHC may terminate this Agreement for any reason with no penalty or liability to the CMHC of any kind by giving the Contractor at least sixty (30) days written notice at any time during the Term.
- (2) Notwithstanding anything to the contrary in this Agreement, CMHC may, by giving at least five (5) days prior written notice to the Contractor, terminate this Agreement without charge or liability of any kind to CMHC with respect to all or any part of the Agreement for any of the following reasons:
 - (i) the Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor within thirty (30) calendar days after receipt of written notice of such breach from CMHC, cures such breach in accordance with applicable requirements of this Agreement and to the sole satisfaction of CMHC;
 - (ii) CMHC has performed a Threat Risk Assessment which determines that the Software Solution is incompatible with CMHC’s privacy, ATIP or security requirements pursuant to its internal guidelines, policies, procedures or applicable legislation.
 - (iii) the Contractor commits numerous breaches of its duties under this Agreement that collectively constitutes a material breach;
 - (iv) 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 Software Solution under this Agreement;
 - (v) the Contractor commits fraud;
 - (vi) 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, or if the Contractor takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors; or
 - (vii) the Contractor is in breach of any of the confidentiality, Security Measures and Intellectual Property provisions set out in this Agreement.
- (3) **CMHC Refunded.** The Parties agree that in the event of termination of this Agreement pursuant to this Section 2.3(2) and where an advance payment has been made by CMHC: (i) charges up to the date of termination will be calculated on a prorata basis of a twelve (12) month year and a thirty (30) day month and (ii) the Contractor shall immediately refund to CMHC the unliquidated portion of the advance payment and pay to CMHC interest thereon, from the date of the advance payment to the date of the

refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

- (4) **Extension of Termination Date.** CMHC may extend the effective date of termination in respect of any notice of termination given by CMHC in accordance with this Agreement one or more times as it elects, at its sole discretion, up to 365 days in the aggregate.
- (5) **Step-In Rights.** If CMHC determines that a breach by the Contractor of its obligations under this Agreement creates a material threat to the ongoing operations of CMHC or will result in a material fine, penalty or liability being incurred by CMHC, and such breach is not cured within seven (7) business days following the Contractor's receipt of notice from CMHC that it plans to exercise its right to terminate under this Section 2.3, then at CMHC's option, and without limiting any other rights CMHC may have under this Agreement, CMHC may, in its sole discretion: (i) appoint one or more third parties, including other service providers (each, a "Substitute Provider"), to provide all or any part of the Software Solution; or (ii) provide all or any part of the Software Solution, in each case, in the place of and for the account of the Contractor.
- (6) **Contractor's Transitional Support.** If CMHC exercises its rights pursuant to Section 2.3 (2) or (5) of this Agreement, the Contractor will cooperate fully with and provide all necessary transitional assistance to CMHC and any Substitute Provider in connection with the exercise by CMHC of those rights, which assistance may include:
 - (i) granting CMHC or the applicable Substitute Provider electronic access to any the Contractor's hosting services (limited to access to the CMHC tenant), as needed to provide the Software Solution;
 - (ii) granting CMHC or the applicable Substitute Provider access to management records and systems which relate to the Software Solutions, as needed to provide the Software Solution to CMHC;
 - (iii) on CMHC's request, providing to CMHC copies of (or full access to, as required by CMHC) all information related to the Software Solution that CMHC is receiving; and
 - (iv) on CMHC's request, providing written confirmation that CMHC may give to any Substitute Provider confirming that CMHC is exercising its rights in compliance with this Agreement.

Once invoked, CMHC's rights under this Section 2.3(6) will continue until: (i) in the case of Section 2.3(5), such time as CMHC determines, in its sole discretion, that the Contractor is financially and technically capable of, and willing to, resume performance of the affected Software Solution, and (ii) in the case of Section 2.3(2) for a period of no less than sixty (60) calendar days. For greater clarity, CMHC's exercise of any of its rights under this Section 2.3(6) will not in any way affect or limit CMHC's right to terminate this Agreement, in whole or in part.

Section 3.0 - Financial

3.1. Basis of Payment

- (1) **Authorized Agent.** The Contractor has designated _____ as its authorized agent (hereinafter referred to as the "Authorized Agent") for the purpose of receiving payment. The Contractor acknowledges that CMHC's financial obligations under the Agreement will be fulfilled by payment to the Authorized Agent.
- (2) In consideration of providing the Software Solution described in this Agreement, CMHC will pay the _____ price(s) set out in Schedule "A" of this Agreement. Notwithstanding this

however, CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed \$_____CDN.

(3) Method of Payment for the Software Solution during the Initial and Optional Terms.

CMHC will make the advance payment to the Contractor or the Authorized Agent for the Software 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 Software Solution have been performed, 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 Software 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 Software Solution provided later proves to be unacceptable. In the event that the Software 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.

3.2. Amount is Inclusive

The amount payable to the Contractor through the Authorized Agent by CMHC pursuant to Section 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable under this Agreement to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST).

3.3. Collection and Remittance of Taxes

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

3.4. Invoicing Instructions

- (1) All invoices must make reference to this Agreement by quoting CMHC number **PA**_____
- (2) The Contractor or the Authorized Agent's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (3) By submitting invoices (other than for any items subject to an advance payment), the Contractor or the Authorized Agent, as the case may, is certifying that the Software Solution have been delivered and that all charges are in accordance with Section 3.1 (Basis of Payment), including any charges for work performed by subcontractors.

3.5. Audit

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

3.6. Income Tax Reporting

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and *Regulations* to report payments made by CMHC to suppliers of goods and/or services by using a T1204 supplementary slip. The Contractor will be required to complete and sign a *Supplier - Direct Deposit and Tax Information Form* (CMHC/SCHL 3085) to allow CMHC to complete the T1204 slip.

Section 4.0 - General Terms and Conditions

4.1. Assignment of the Agreement and Sub-Contractors

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

4.2. Contractor's Indemnification

- (1) **General Indemnity.** The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees, representatives and agents, for all losses, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from act or omission of the Contractor related to the Software Solution provided under this Agreement. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor. CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

4.3. No Limitation

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

4.4. Non-Waiver

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

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

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, or is in default in any other manner under the Agreement, CMHC may do such things and incur such costs as it deems necessary, acting reasonably, to correct the Contractor's default, including without limitation the withholding of payment due to the Contractor for the Software Solutions pursuant to this Agreement.

4.6. Force Majeure

- (1) In the event that the Contractor is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure (an event or effect that cannot be reasonably anticipated or controlled), the Contractor, shall provide immediate written notice by registered mail describing the event(s) that constitute(s) a force majeure. Without limiting the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control. In the event CMHC receives notice from the Contractor, of a force majeure CMHC may, to the extent it deems necessary, secure the services of other qualified contractors without compensation or obligation to the Contractor.
- (2) Where Services or provision of any of the Software Solution are being provided by the Contractor, pursuant to this Agreement on CMHC premises and the premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, and where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, payment to the Contractor, hereunder may be suspended or modified. Payment will be suspended in full after forty-eight (48) hours written notice unless 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. Based on such evidence and the extent to which the Contractor, is able to mitigate, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely. Notwithstanding the provisions contained in this Section, if closure is continued beyond one (1) calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the Contractor to continue to provide the Software Solution.

4.7. No Joint Venture

It is hereby expressly acknowledged and agreed that the Agreement in no way constitutes the creation of a partnership or joint venture between CMHC and the Contractor.

4.8. Contractor's Authority

Section 1.11 (4) notwithstanding, the Contractor, shall have no authority to give any guarantee or warranty whatsoever, expressed or implied, on behalf of CMHC and the Contractor, is in no way the legal representative or agent of CMHC. The Contractor, may not create any obligation on behalf of CMHC or bind CMHC in any way.

4.9. Confidentiality and Non-Disclosure of CMHC Information

- (1) Under this Agreement, “**CMHC Information**” refers to any and all information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Agreement, however obtained by the Contractor. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information

provided directly, indirectly or through third parties to the Contractor, subcontractor, agent or any other person engaged to provide any of the Software Solution under this Agreement. Both Parties acknowledge and understand 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. Both Parties further understand and agree to treat all information (including but not limited to source file information, personal information collected for support purposes, and support ticket information) exchanged by the Parties in connection with this Agreement as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by both Parties. Pursuant to the requirements outlined under Schedule “B” of this Agreement, the Contractor shall restrict access to CMHC Information to those persons who have a need to know this information in order to provide any of the Software Solution under the Agreement.

- (2) The Contractor agrees to ensure that CMHC Information remains in Canada and, in accordance with Schedule “B” requirements, expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. The Contractor, will not and will ensure that any of its subcontractors, reseller, agent or any other person engaged to provide any part of the Software Solution to CMHC does not, release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors without the prior written consent of CMHC.
- (3) 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 Contractor will promptly notify CMHC after discovering the potential of disclosure of CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy. The Contractor agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with the CMHC, do all things reasonably possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.
- (4) In the event that a breach of confidentiality occurs, the Contractor will: (i) immediately notify CMHC of the nature and extent of the breach and shall co-operate with CMHC to the extent required to remedy such breach, and (ii) take all immediate actions and corrective measures necessary to recover the information, eliminate the source of the breach and to preserve and safe-guard CMHC Information. The Contractor will also take any additional actions or measures requested by CMHC in writing, all of which will be at the Contractor’s sole expense.
- (5) Subject to the Contractor’s obligations under Section 3.5, any documents provided to the Contractor, for the provision of the Software Solution described herein shall be destroyed within sixty (60) business days of the termination or expiry of this Agreement in accordance with the Communication Security Establishment’s (CSE) Publication (ITSP.40.006), unless CMHC provides written request for delivery of documents, in which case Contractor will deliver requested documents within thirty (30) business days via email in native file format encrypted, unless CMHC agrees to another mode of transmission and file format. For documents not delivered to CMHC, Contractor shall provide to CMHC proof of destruction describing method of destruction signed by an officer of the Contractor.
- (6) Contractor agrees to maintain the integrity and validity of Secure Electronic Signatures and audit trails of documents signed through its service, until the document is returned to CMHC with signatures intact, and deleted from Contractor’s databases

4.10. Conflict of Interest

The Contractor, and its principals, employees and agents shall avoid any conflict of interest during the Term or any renewal term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists. The Contractor, must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's employees and sub-contractors duties to that third party and the Contractor's duties to CMHC. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Software Solution which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor. Any former public office holder must be in compliance with the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* (2006) in order to derive any benefit from this Agreement.

4.11. Intellectual Property Rights

(1) Representations and Warranties

Contractor has all necessary power, authority and capacity, and holds all licenses required under applicable law to enter into this Agreement to perform its obligations hereunder. The Contractor, guarantees that it has the right to license any applicable software pursuant to this Agreement and has full power and authority to grant to CMHC all the rights granted under the Agreement. The Contractor, also guarantees that all necessary consents have been obtained, including any third party consent required for CMHC to use the Software Solution without a risk of a third party claim for IP infringement. All materials and documents which are the property of CMHC at the commencement of the Term, or any Renewal Term, shall remain the property of CMHC. All rights in any pre-existing intellectual property of the Contractor, or any third parties incorporated into any Software Solution component and any changes thereto would continue to be owned by the Contractor, or such third parties. The Contractor, represents and warrants that, to the best of its knowledge, neither it nor CMHC will infringe any third party's intellectual property rights in providing the Software Solution, and that CMHC will have no obligation to pay royalties of any kind to anyone in connection with the Software Solution. If anyone makes a claim against CMHC or the Contractor concerning intellectual property infringement or royalties related to the Software Solution, that Party agrees to notify the other Party in writing immediately. The Contractor, has no obligation regarding claims that were only made because: (i) CMHC modified the Software Solution without the Contractor's consent or used the Software Solution or part of the Software Solution without following a requirement of the Agreement and the Documentation; or (ii) CMHC used the Software Solution or part of the Software Solution with a product that the Contractor did not supply under the Agreement (unless that use is described in the Agreement or the manufacturer's specifications).

(2) Intellectual Property Infringement

If a third party claims that Software Solution supplied under this Agreement infringes any intellectual property right, the Contractor, if requested to do so by CMHC, will defend both the Contractor, and CMHC against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to CMHC for the claim. If anyone claims that, as a result of using the Software Solution, the Contractor or CMHC is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (i) take whatever steps are necessary (i) to allow CMHC to continue to use the allegedly infringing part of the Software Solution; or

- (ii) modify or replace the Software Solution to avoid intellectual property infringement, while ensuring that the Software Solution continues to meet all the requirements of the Agreement; or
- (iii) take back the Software Solution and refund any part of the Agreement price that CMHC has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within ten (10) business days, CMHC may choose to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Software Solution itself, and, in which case, the Contractor will: (i) cooperate CMHC in accordance with Section 2.3(6) of this Agreement, and (ii) reimburse CMHC for all the costs it incurs to do so. The Contractor, certifies that it has no outstanding contract or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude the Contractor, from complying with the provisions hereof, and that it will not enter into any such conflicting contract during the Term of this Agreement. The Contractor, further certifies that it will not disclose to CMHC any confidential, secret, and/or proprietary information, which is the property of others and which the Contractor, is not authorized to disclose. The Contractor shall be responsible for obtaining, at its expense, all rights to third party intellectual property, necessary to comply with its obligations under this Agreement.

(3) **Intellectual Property of CMHC**

The Contractor agrees that all materials, reports and other work product produced under this Agreement, including any templates uploaded by CMHC to or generated by CMHC's use of the Software Solutions (Collectively the "Software Solution Bi-Products") will remain the exclusive property of CMHC. For greater clarity, CMHC will retain all intellectual property rights in the Software Solution Bi-Products and, in the case of Software Solution Bi-Products created through CMHC's use of the Software Solutions, such Software Solution Bi-Product will become the sole property of CMHC upon its 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 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.

4.12. House of Commons

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

4.13. 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 - \$10,000,000 (TBD) 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 Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this section (insurance) 4.13 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) 4.13 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this section (insurance) 4.13. 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.

4.14. Corporation Identification

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

4.15. Extras

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

4.16. Binding Agreement

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

4.17. Scope of Agreement

This Agreement together with any attached schedules and the documents specified in Section 6.1 contains all of the agreements of the Parties hereto and no other representations or warranties or conditions, verbal, implied or otherwise, exist between the Parties. In case of conflicts between the Contractor's documents and the Agreement Documents (as defined in Section 6.1 of this Agreement), the latter shall govern and take precedence.

4.18. Compliance with Laws

The Contractor and CMHC shall give all the notices and obtain all the licenses and permits required in providing the Software Solution. The Parties agree to comply with all the laws applicable to the Software Solution in the performance of the Agreement.

4.19. Laws Governing Agreement

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

4.20. Severability

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

Section 5.0 – Administration of Agreement

Each Party shall assign administrators who will be responsible for overseeing this Agreement. The individuals named in the Sections below are the initial agreement administrators. Each Parties shall notify the other in writing in the event that any of its administrators are changed during the Term of this Agreement.

5.1. (a) CMHC Contract Administrator:

David LaBerge, Sr. Procurement Advisor
Procurement Services
700 Montreal Road
Ottawa, Ontario K1A 0P7
dlaberge@cmhc-schl.gc.ca
General e-mail: procurementsourcing@cmhc.gc.ca
(613) 748-4794

(b) Contractor's Representative:

(c) Authorized Agent:

5.2. CMHC Technical Representative - Managed Contract:

CMHC may appoint one or more CMHC employees or other personnel engaged by CMHC as its “Technical Representatives”. The Contractor will be entitled to rely on all oral and written orders and instructions issued by any Technical Representative including, without limitation, instructions to initiate work, incur expenses and in management functions related to this Agreement on CMHC’s behalf. CMHC reserves the right to select and reassign any Technical Representative. Furthermore, CMHC will remain responsible for its Technical Representatives’ performance of such services to the same extent as though such Technical Representatives were employees of CMHC.

5.3. CMHC Invoicing:

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

IT_Order_Desk@cmhc-schl.gc.ca

700 Montreal Road

3rd Floor

Ottawa, Ontario

K1A 0P7

Section 6.0 - Agreement Documents

6.1. The “Agreement Documents” consist of the following and collectively form the Agreement:

- i) This form of Agreement as executed as of the date of the last signature on the signature page;
- ii) Schedule “A” - The Deliverables, Pricing, and Payment Table;
- iii) Schedule “B” - Privacy and Security Requirements; (*If Applicable*)
- iv) Schedule “C” - Data Custodian; and (*If Applicable*)
- v) Schedule “D” - Software Solution Description

together with all written change notices and amendments issued by CMHC from time to time and such further specifications and documents as the Parties may agree to in writing. The Agreement Documents are complementary and what is called for in any one shall be binding as if called for by all. The Agreement Documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between the above listed Agreement Documents, the Agreement Documents shall have precedence in the order as listed above.

Section 7.0 - Miscellaneous

7.1. The Contractor’s obligations under Sections 3.6, 4.2, 4.9, 4.12, 4.16, and 4.18 shall survive the expiry or termination of the Agreement regardless of the method or manner in which it is terminated.

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

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

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

Signature

Signature

Title:

Date

Date

7 SECTION 7 – THE APPENDICES

APPENDIX "A" – STATEMENT OF REQUIREMENT

APPENDIX "B" – PRICING PROPOSAL

APPENDIX "C" – EVALUATION TABLE

APPENDIX "D" – CERTIFICATE OF SUBMISSION

APPENDIX "E" – MANDATORY COMPLIANCE CHECKLIST

APPENDIX "F" – CMHC'S SECURITY STANDARD

APPENDIX A – STATEMENT OF REQUIREMENTS

Please see Annex A for Functional and Non-Functional Requirements.

APPENDIX B – PRICING PROPOSAL

1. Instructions on How to Complete Pricing Form

- a. The completed Appendix E (pricing form as applicable) must be submitted as individual file.
- b. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST or PST/GST, which should be itemized separately.
- c. Rates quoted shall be limited to two decimals (for example \$100.11).
- d. Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- e. Travel expenses are considered separate expenses and will be reimbursed, if applicable, in accordance with CMHC’s Travel Policy.
- f. Pricing must be complete and list any available discounts. Pricing information supplied with the response must be valid for at least 180 days. All one-time and recurring costs must be fully provided.

2. Evaluation of Pricing

Pricing is worth 30% of the total score.

The pricing forms in Appendix E will be used for evaluation of the pricing.

The relative pricing formula for Option 1 and Option 2 is outlined in Appendix E.

3. Pricing Form

TABLE 1 – SOFTWARE SOLUTION PRICING TABLE: Includes the Software Solution, maintenance and support services and all related activities and level of effort incurred by the Proponent in the delivery of the Software Solution.

YEAR 1 –

| Item No. | Product No. | Product Description | Qty | Unit Price | Extended Price CDN |
|----------|-------------|---------------------|-----|------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | SUB-TOTAL | | | \$ |
| | | HST 13% | | | \$ |
| | | TOTAL CDN | | | \$ |

TABLE 2

YEAR 2 –

| Item No. | Product No. | Product Description | Qty | Unit Price | Extended Price CDN |
|----------|-------------|---------------------|-----|------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | SUB-TOTAL | | | \$ |
| | | HST 13% | | | \$ |
| | | TOTAL CDN | | | \$ |

YEAR 3 –

| Item No. | Product No. | Product Description | Qty | Unit Price | Extended Price CDN |
|----------|-------------|---------------------|-----|------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | SUB-TOTAL | | | \$ |
| | | HST 13% | | | \$ |
| | | TOTAL CDN | | | \$ |

YEAR 4 – OPTION YEAR 1

| Item No. | Product No. | Product Description | Qty | Unit Price | Extended Price CDN |
|----------|-------------|---------------------|-----|------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | SUB-TOTAL | | | \$ |
| | | HST 13% | | | \$ |
| | | TOTAL CDN | | | \$ |

YEAR 5 – OPTION YEAR 2

| Item No. | Product No. | Product Description | Qty | Unit Price | Extended Price CDN |
|----------|-------------|---------------------|-----|------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | SUB-TOTAL | | | \$ |
| | | HST 13% | | | \$ |

| | | | | | |
|--|--|-----------|--|--|----|
| | | TOTAL CDN | | | \$ |
|--|--|-----------|--|--|----|

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 |

APPENDIX D - CERTIFICATE OF SUBMISSION

hereby:
Company Name

Procurement Business Number (PBN)

1. Agrees and understands that submission of a proposal constitutes acknowledgement that the Proponent has read and, unless otherwise stated in the Proponent's proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the Proponent is selected by CMHC to enter into an agreement;
2. Agrees to comply with all of the draft agreement mandatory clauses in an unaltered form as stated;
3. Offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the RFP;
4. Offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2.7 of the RFP;
5. 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;
6. Represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
7. Represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other Proponents;
8. Certifies that this proposal was independently arrived at, without collusion;
9. Certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain an agreement or favourable treatment under an agreement;
10. Authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
11. Certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
12. Agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement;
13. 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; and
14. Agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate.

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

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

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX 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 Work | Section 4.6 |
| Financial/Pricing Proposal | Section 4.13 |
| Certificate of Submission | Section 7.3 |

APPENDIX F – 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).

