

REQUEST FOR PROPOSAL

FOR THE PROVISION OF QUALITY ASSURANCE AND ACCESSIBILITY MANAGEMENT SOLUTION FOR CMHC WEB SITES

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

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

1.2 Introduction and Scope

On May 21, 2020, CMHC publicly posted Request for Information, RFI 000154, to obtain feedback regarding requirements, solutions, technologies and trends etc., from Respondents capable of providing a quality assurance and accessibility management software as a service solution, for use with CMHC’s public web sites.

With this RFP 000154 CMHC is seeking proposals from Proponents for providing a quality assurance and accessibility management Software as a Service (SaaS), for us with CMHC’s public web sites (“Services”).

CMHC wishes to enter into an Agreement with one (1) Proponent to provide such Services.

This agreement will have a term of up to five (5) years.

1.3 CMHC Background

Canada Mortgage and Housing Corporation (CMHC) is Canada’s national housing agency. At CMHC, we are driven by our belief that everyone in Canada should have a roof over their head, and that the world-leading housing system can be the cornerstone of a thriving and inclusive society.

We work with community organizations, the private sector, non-profit agencies and all levels of government to contribute to the stability of the financial system, facilitate access for Canadians in housing need, and offer objective housing research and advice to government, individuals and the housing industry.

We are a Crown Corporation and we report to Parliament through the Minister of Families, Children and Social Development.

CMHC has more than 2,000 people located at its National Office in Ottawa and at various locations throughout Canada.

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

1.4 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.

1.5 Service Providers Database

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

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

1.6 Schedule of Events

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

Activities	Dates (2020)
Issue Date of RFP and Question start date	September 10
Deadline for questions (5:00 pm EDT)	September 17
Deadline for issuing addenda (answers to questions)	September 21
Submission deadline (2:00 pm EDT)	September 24
Evaluation	September/October
Optional Shortlist Proponent Presentations	October
Anticipated execution of Agreement	October
Commencement of work	November

1.7 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 and mandatory technical 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.

1.8 Procurement Policy Re: The Environment

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

1.9 Proponent Feedback

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

Proponents wishing to provide feedback may submit comments labeled as *Proponent Feedback RFP # 000154* to the name and address provided in Section 2.4.

Any Proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4

1.10 Direct Deposit and Income Tax Reporting Requirement

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

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to 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.

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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.

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: *RFP-000154* and your *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.

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

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 two (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 September 24, 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:

Ryan Lemay
rlemay@cmhc-schl.gc.ca

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

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

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to Proponents by 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 when on CMHC premises

CMHC requires employees of the selected Proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately five (5) working days, but may take longer, depending on the circumstances.

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

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

2.20 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 which may include in the normal course of business the release to insurers of CMHC Information relevant to the underwriting and/or evaluation of CMHC’s risks and the processing of its claims, provided such insurers and other financial institutions are informed of the confidential nature of such information and agree to be bound by confidentiality obligations that are substantially similar to those found in this 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.

To the extent Proponent is required to handle personal information on behalf of CMHC, and subject to the protocol set forth below, the Proponent shall ensure that no personal information will be stored outside of Canada. 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.

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

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;
- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, 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.

2.22 Shortlist

The evaluation procedure may include the development of a shortlist of the highest-ranked proponents in order that CMHC can gather additional information and conduct further evaluation of the proposals. The evaluation of shortlisted proposals will be based on the criteria outlined in *Section 5.6.1* of the RFP. Shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment and/or provide additional information prior to the final selection. CMHC reserves the right to supply additional information to those bidders who are shortlisted for the purpose of evaluating their proposals.

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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 Introduction

CMHC requires a quality assurance and accessibility management Software as a Service (SaaS) solution for use with CMHC’s public web sites. The Proponent must be able to fulfill the requirements set out in this section.

3.2.2 Background

The Accessible Canada Act was presented as Bill C-81 for its final reading on June 21st, 2019 where it received Royal Assent. This is a Canada-wide accessibility act that applies to the federal public sector, Crown Corporations as well as all federally regulated organizations.

Additionally, as per the **Accessibility for Ontarians with Disabilities Act (AODA)**, all public websites and web content posted after January 1, 2012 must meet Web Content Accessibility Guidelines (WCAG) 2.0 Level AA as of January 1, 2021.

Currently, all quality assurance checks for links, adherence to policy and accessibility are done through slow manual human testing. There is no current tool for reporting these issues within the current Content Management System (CMS). This lack of technical support may cause CMHC to miss errors and reduces the website content quality, usability and accessibility compliance.

3.2.3 Scope of Work

CMHC requires a solution to help increase accessibility compliance to meet the Accessible Canada Act and the AODA. Furthermore, the solution will enhance the quality of CMHC’s website content, optimize content for search, and improve the end user experience.

This solution must be able to scan CMHC’s public web sites (in production and UAT environments) for errors or warnings compliant with WCAG 2.0 AA, be able to identify where those exist and direct CMHC on how to fix them. Support with using the solution is also required. CMHC is looking to focus their efforts on improving approximately 2,500 of the site’s most visited pages over the next year. Therefore, the solution will need to crawl up to 2,500 unique URLs and roughly 3,000 PDF files.

Specifically, CMHC is looking for a solution that meets the following solution requirements:

ID	Priority (High, Medium, Low)	Solution Requirements
1.1	Critical	Compatible with Sitecore 8.2 and newer versions.
1.2	Critical	Reports on the website against errors and warnings as per most up to date version of web accessibility standards (currently <u>WCAG 2.1 AA</u>)

		for both French and English content. Reports must include compliance scans of both web and PDF content.
1.3	Critical	Has a strategy to ensure it is evergreen with future changes to standards and regulations for accessibility.
1.4	Critical	Solution provides easy access to users with instructions on how to meet accessibility standards directly related to each accessibility error found. Ex.: Links to WCAG guideline and/or link to example of how to meet guideline.
1.5	High	Detects and reports on content errors such as misspellings, poor readability levels, and broken links.
1.6	High	Supplies a direct link from the tool to the exact place in the Sitecore CMS to correct each accessibility, misspelling or compliance error found.
1.7	Medium	Allows CMHC to self-configure custom website parameters to ensure consistency in content. Ex.: Specifying use of word “Homebuying” instead of “Home Buying” to meet CMHC linguistics guidelines.
1.8	High	The CMHC end-user of the tool has the ability to configure customized reports to detail any accessibility related technical and content issues, especially those affecting search engine rankings and traffic to the website.
1.9	Critical	Provides bilingual (English and French) training and technical support which should include: <ul style="list-style-type: none"> • An initial thorough walk through of the solution to ensure use and functionality is clearly understood. • Additional follow up user training sessions with CMHC as necessary. • Unlimited training and ongoing user support available upon request by CMHC (email, phone, online chat, video conference as appropriate).
1.10	Critical	Solution services must be provided as Software as a Service (SaaS). Installation of a Sitecore module or bolt-on package to enable linking (1.6) to CMS is permitted.
1.11	Critical	Must provide specific control to CMHC to self-configure which CMHC webpages and/or files are scanned for accessibility compliance.
1.12	Critical	Must ensure that personal or behavioral type data (ie. Cookies) are not captured, reported on or used in any part during any function of the accessibility compliance scanning.
1.13	Low	Describe the solution's features with regards to its ability to automatically scan or scan on a pre-set frequency.
<p>Solution Requirements categorized as <u>Critical</u> are requirements the solution must meet and are considered Mandatory Technical Requirements (MTR) submission requirements as detailed in Section 5.4.</p>		

Deliverables

In addition to the Services detailed above the successful Proponent will be expected to meet the deliverables and their time frames are as follows:

SCHEDULE OF DELIVERABLES		
Activity	Time-Frame	Notes
Implementation of the tool.	2 weeks	
User training from supplier with the web team to provide an initial thorough walk through of the platform to ensure navigation of its functionality is clearly communicated.	1 week	
After the assignment of CMHC needs, supplier will schedule 2 nd user training session with web team.	2 weeks	
Quarterly Executive Business Review — supplier will audit CMHC’s progress to address successes & challenges to strategize a go-forward plan based on established digital goals.	3 months	
Unlimited training and ongoing support with supplier upon request by administrator/web team.	Ongoing	
Proponents are expected to meet the above time-frames and deliverables. CMHC reserves the right to amend the deliverables and time-frames as-needed with the successful Proponent.		

Compliance to Acts and Standards

The successful proponent must be compliant with the following federal legislation, policies and standards:

- The Accessible Canada Act;
- Accessibility for Ontarians with Disabilities Act (AODA); and
- Web Content Accessibility Guidelines (WCAG) 2.0 Level AA

CMHC Data

The successful Proponent must be able to comply with the following: In the event CMHC must share documents containing sensitive and/or protected and/or secret information (including personal information) with the Proponent, the Proponent must be able to comply with applicable privacy legislation and the applicable Canadian Security Acts and Standards and may be asked to ensure that such CMHC data resides in Canada. Data residency in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information.

Security Clearance

Security clearance may be required for performing work under the Agreement. However, employees of the Proponent and, if applicable, subcontractors may be required to undergo a criminal record check at the discretion of CMHC.

Work Location

It is anticipated that the successful Proponent will work from their standard office location.

Travel

The successful Proponent will not be required to travel in order to provide the services outlined in this Section. CMHC will not reimburse travel and all costs incurred shall be the responsibility of the successful Proponent.

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4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

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

Proposal Response Item Summary	
No.	Item
Appendix A	MSR. 1 Certificate of Submission
Appendix B	MTR.1 - 8
Appendix B	R.1, R.2, R.3
Appendix C	R.4 Pricing Form

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.

4.2 Proponent’s Qualifications/References

In the evaluation process, CMHC may include information provided by the Proponent’s references and may also consider the Proponent’s past performance or conduct on previous contracts with CMHC or other institutions.

4.3 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 (such as a credit check or balance sheet etc.) to confirm the financial capacity of the lead Proponent and the lead Proponent must provide the information within seventy two (72) hours of the request.

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).

4.4 Other Information

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

4.5 Security Measures Assessment

When applicable and at CMHC’s sole discretion, CMHC shall have the right to conduct an assessment of the selected Proponent’s security controls and frameworks (the “Security Measures”) which assessments may be carried out by CMHC itself or by a third party on behalf of CMHC (the "Security Measures Assessment") . Should a Proponent be selected, CMHC may request the following information, within an agreed upon timeframe, to permit an analysis of the Proponent’s Security Measures:

For data that is classified up to Protected B information, selected Proponents must:

- Provide proof that they have the controls in place to meet Protected B safeguards based on ISO27001:2013, ITSG-33 or equivalent;
- Provide initial proof that a threat and risk assessment has been complete and actioned and provide independent audit reports stating that they are compliant with risk management practices;
- Conduct a 3rd party threat and risk assessment on their network on a yearly basis for the duration of the agreement and provide documented proof of completion;
- Provide proof of a network vulnerability scan that has been conducted in the last year and recommendations have been actioned on;
- Provide proof of application vulnerability scans that have been conducted on all applications that will process CMHC information;
- Conduct a 3rd party network vulnerability scan on network on a yearly basis for the duration of the agreement and provide documented proof of completion. Scans must be conducted for patch/updates of applications or hardware changes; and
- Provide proof that physical security requirements are in place to meet RCMP standards for the safeguarding of Protected B data.

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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.

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 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements as follows:

Mandatory Submission Requirement (MSR)		Result
MSR.1	Each proposal must include a Certificate of Submission (Appendix A) completed and signed by an authorized representative of the Proponent.	Pass/Fail

5.4 Stage II - Mandatory Technical Requirements

Stage II will consist of a review to determine which proposals comply with all of the mandatory technical submission requirements as follows:

Mandatory Technical Requirement (MTR)		Result
MTR.1	Proposed Solution is compatible with Sitecore 8.2 and newer versions.	Pass/Fail
MTR.2	Reports on the website against most up to date version of web accessibility standards (currently <u>WCAG 2.1 AA</u>) for both French and English content. Reports must include compliance scans of both web and PDF content	Pass/Fail
MTR.3	Has a strategy to ensure it is evergreen with future changes to standards and regulations for accessibility.	Pass/Fail
MTR.4	Provides easy access to instructions on how to meet accessibility standards directly related to each accessibility error found. Ex.: Links to WCAG guideline and/or link to example of how to meet guideline.	Pass/Fail

MTR.5	<p>Provides bilingual (English and French) training and technical support which should include:</p> <ul style="list-style-type: none"> -An initial thorough walk through of the solution to ensure use and functionality is clearly understood. -Additional follow up user training sessions with CMHC as necessary. -Unlimited training and ongoing user support available upon request by CMHC. 	Pass/Fail
MTR.6	Solution services must be provided as Software as a Service (SaaS).	Pass/Fail
MTR.7	Must provide specific control to CMHC to determine which CMHC webpages and/or files are scanned for accessibility compliance.	Pass/Fail
MTR.8	All data must remain in Canada in the proposed hosting environment. All data stored in the proposed hosting environment can only be accessed (including access for the purpose of technical and operational support) by individuals residing in countries where Canada has a bilateral agreement on security.	Pass/Fail

5.5 Stage III - Evaluation Table of Rated Criteria and Price

The following tables sets out the categories, weightings and descriptions of the rated criteria of the RFP. Submission requirements for the below criteria is outlined in Appendix B.

Rated criteria category		Weighting
R.1	Experience and qualifications of the organization	25 %
R.2	Service capability	30 %
R.3	Understanding, approach and methodology to servicing account	20 %
R.4	Pricing	25 %
Total		100 %

R1.0, R2.0 and R3.0 will be scored by the evaluation team in accordance with the matrix set out in Section 5.8 below. Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria.

R.4 (Pricing) will be scored based on a relative pricing formula using the rates set out in the Pricing Form in Appendix C.

5.6 Evaluation Methodology

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

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 rated criteria as shown in the evaluation table in above Section 5.5.

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

Scores for R1.0, R2.0, R3.0 and R4.0 will be tabulated and the Proponent, who scores the highest overall, will receive a written invitation to enter into contract negotiations with CMHC.

5.6.1 Optional Shortlist Proponent Presentations

At CMHC’s sole discretion, the evaluation procedure may include the development of a shortlist of the highest-ranked proponents in order that CMHC can gather additional information and conduct further evaluation of the proposals.

Scores for R1.0, R2.0, R3.0 and R4.0 will be tabulated and up to a maximum of two (2) Proponents (the number of which is to be determined by CMHC at its sole discretion), who scored the highest could be shortlisted to the presentation stage.

These shortlisted Proponents would be invited to make a presentation and introduce the proposed resource(s) to CMHC (the “Presentation”) via video and screen sharing presentation using Skype/Microsoft Teams. The purpose of the Presentation would be to allow the Proponents to address the major elements of their proposals, to allow a committee of CMHC employees (the “Evaluation Committee”) to obtain any required clarification based on a set of pre-defined questions and to allow members of the Evaluation Committee to interact directly with the proposed resource(s).

The Presentation has an assigned weighting of 100% and will be evaluated and scored as per the following:

Presentation Rated Criteria		Weighting (%)
1.0	Presentation of Proponent’s approach to the execution of the scope of work	40%
2.0	Responses of proposed resource(s) to pre-defined questions (30 min)	40%
3.0	Open dialogue on the execution of this project (30 min)	20%

Each Rated Criteria has been given a pre-determined weight as per the percentage value set out in the above table and will be rated from 0–10, ten being the highest mark. The Presentation will then be evaluated based on the weightings multiplied by the rated percentage.

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

It should be noted evaluations for written proposal and presentation phases are independent of one another (not combined, weighted or averaged); each evaluation phase accounts for 100% of its own score.

5.7 Scoring by the Evaluation Committee

The following scoring matrix has been developed to assist the evaluation team in the scoring process:

Score	Evaluation Conclusion	Description
10	Complete and clear description provided that exceeds the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the requirement.	Outstanding
9	Complete and clear description provided of the respondent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the requirement.	Excellent
7-8	Above average description provided of the respondent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the requirement.	Very Good
5-6	Average description provided of the respondent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the requirement.	Good
3-4	Weak information was provided with only a partial description of the respondent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the requirement.	Fair
1-2	Very limited information was provided to assess the respondent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the requirement.	Unsatisfactory
0	Little or no information provided to assess the respondent's ability to meet the criteria.	No Response

Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing which will be evaluated as described in Appendix C.

5.8 Proponent Selection

Once the highest-ranked Proponent has been identified, CMHC may conduct i. a financial assessment (section 4.3); and/or ii. a security measures assessment (Section 4.5) prior to contract negotiations.

If at any time CMHC decides that the highest ranked 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 highest ranking Proponent, they will enter into contract negotiations in a timely manner and in good faith, and within the framework of the RFP and the Proponent's response to the RFP.

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

5.9 Debriefs

Once an agreement is executed by CMHC and a Proponent, the other Proponents will be notified of the outcome of the procurement process.

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP contact, please refer to clause 2.4, and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

The debrief will be provided in writing.

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APPENDIX A — CERTIFICATE OF SUBMISSION

hereby:
Company Legal 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. (For sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided);
13. Agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement;
14. Agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the Proponent for any work related to, travel or materials supplied in the preparation of the RFP response; and
15. Agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate.

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

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

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B — SUBMISSION REQUIREMENTS

Each Proponent should provide the following in its proposal in the same order and numbering as listed below.

Mandatory Technical Requirement

Mandatory Technical Requirement (MTR)		Result
MTR.1	Proposed Solution is compatible with Sitecore 8.2 and newer versions.	Pass/Fail
MTR.2	Reports on the website against most up to date version of web accessibility standards (currently WCAG 2.1 AA) for both French and English content. Reports must include compliance scans of both web and PDF content.	Pass/Fail
MTR.3	Has a strategy to ensure it is evergreen with future changes to standards and regulations for accessibility.	Pass/Fail
MTR.4	Provides easy access to instructions on how to meet accessibility standards directly related to each accessibility error found. Ex.: Links to WCAG guideline and/or link to example of how to meet guideline.	Pass/Fail
MTR.5	<p>Provides bilingual (English and French) training and technical support which should include:</p> <ul style="list-style-type: none"> -An initial thorough walk through of the solution to ensure use and functionality is clearly understood. -Additional follow up user training sessions with CMHC as necessary. -Unlimited training and ongoing user support available upon request by CMHC. 	Pass/Fail
MTR.6	Solution services must be provided as Software as a Service (SaaS).	Pass/Fail
MTR.7	Must provide specific control to CMHC to determine which CMHC webpages and/or files are scanned for accessibility compliance.	Pass/Fail
MTR.8	All data must remain in Canada in the proposed hosting environment. All data stored in the proposed hosting environment can only be accessed (including access for the purpose of technical and operational support) by individuals residing in countries where Canada has a bilateral agreement on security.	Pass/Fail

Rated Criteria

R.1 Experience and qualifications of the Proponent's organization		25 %
R.1.1	Describe why your organization is ideally suited to provide the services described under Section 3 Statement of work.	
R1.2	Outline how CMHC’s account would be handled by your organization to ensure that it received cost-effective, prompt, personal, efficient and high quality service.	
R1.3	Describe what substantially differentiates the solution from its competitors.	
R.2 Service capability		30 %
R.2.1	Describe the average time to implement the solution for a project similar to CMHC's requirements	
R.2.2	Describe how you will meet CMHC’s requirements described under Section 3 Statement of Work.	
R.2.3	Describe what accessibility related technical and content issues the solution is able to report on. Describe the format and customization opportunities of those reports.	
R.2.4	Describe the training, help and support model to implement the solution at CMHC.	
R.3 Understanding, approach and methodology to servicing account		20 %
R3.1.	<p>Please provide a detailed workplan including schedule and budget, broken down by task and personnel. The Proponent shall describe:</p> <ul style="list-style-type: none"> ○ The method it will use to ensure compliance with the work schedule. ○ The methods used in ensuring quality of work and the response mechanisms in the case of errors, omissions, delays, etc. 	
R.4 Pricing		25 %

See Appendix C – Pricing Form for details.

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APPENDIX C — PRICING FORM

1. Instructions on how to complete pricing form

- a. 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.
- b. Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material 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.
- c. Section 3.2 Other related services. Proponents may outline other related services available to CMHC on an optional basis. This table will not be used for evaluations.
- d. All rates shall be applicable for the duration of the resulting Agreement.

2. Evaluation of pricing

Pricing is worth 25% of the total score.

Pricing form in Section 3.1 will be used for evaluation of the pricing.

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

lowest price (Table 1) ÷ Proponent's price (Table 1) × weighting = Proponent's pricing points

3. Pricing Form

3.1 Total cost for up to five (5) years

Table 1 - Annual fixed fee for the Services during the Term:

Period	Cost for years 1-5
November 1, 2020 – December 31, 2020	
January 1, 2021 – December 31, 2021	
January 1, 2022 – December 31, 2022	
January 1, 2023 – December 31, 2023	
January 1, 2024 – December 31, 2024	
January 1, 2024 – September 30, 2025	
5-year total in CAD\$ excluding all applicable taxes (Table 1 Total)	

3.2 Cost of other related services (not evaluated)

The Proponent may outline any other related services which are optional to CMHC.

Service(s) description	CAD\$

Note: All rates shall be applicable during the Term duration of the resulting agreement.

APPENDIX D - DRAFT AGREEMENT

Overview

Included in this Appendix D is a draft Agreement containing terms and conditions that will form the basis of the Agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

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

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

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

DRAFT AGREEMENT

CMHC FILE No.

THIS AGREEMENT (the “Agreement”)

BETWEEN **CANADA MORTGAGE AND HOUSING CORPORATION**
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7
(hereinafter referred to as “CMHC”)

AND **THE CONTRACTOR**

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

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

Article 1.0 - The Services

- 1.1 The Contractor covenants and agrees to provide Services (*to be completed with the successfully proponent*) in accordance with the Statement of Work attached as Appendix “A” (the “Services”).
- 1.2 The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement.

The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.

Article 2.0 - Term of the Agreement

2.1 The term of the Agreement shall be for a period of up to five (5) years commencing on _____, 2020 and ending on _____, _____ (the "Term").

2.2 Termination

No fault termination

Notwithstanding Article 2.1 above, CMHC may terminate the Agreement for any reason with no penalty or charge by giving thirty (30) calendar days written notice at any time during the Term.

Termination for Default of Contractor

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

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement; or
4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

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

CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement.

CMHC will make payment within thirty (30) calendar days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

Contractor's Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and if this Agreement is terminated prior to the expiry of the term, the Contractor shall nevertheless complete or arrange for the completion of any and all work in process at the time of termination. However, the Contractor's obligation and the obligation of its affiliates (including the applicable affiliates) to provide services to CMHC will cease upon the effective date of termination unless otherwise agreed in writing.

2.3 Termination Assistance

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

Article 3.0 – Financial

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

The Contractor does not have final determination over premium allocation which is the basis for calculating taxes nor can the Contractor guarantee that taxing authorities will accept the methodology used. CMHC covenants and agrees to pay any premium/excise or unlicensed taxes and/or fees to provincial, territorial or federal authorities, boards or associations and any surplus lines or other taxes in foreign jurisdictions payable by the Contractor for placements that the Contractor makes on CMHC's behalf based on CMHC's premium allocation.

Withholding tax for non-resident Contractors who render services in Canada is applicable. Any payments made to the Contractor by CMHC pursuant to Article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC for every phase and/or milestone completed during the Term, describing the Services provided during the period covered by the invoice. The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service. CMHC will issue a Purchase Order (PO) for every purchase under this Agreement.

All invoices must make reference to the PO number and this Agreement and shall be sent electronically to accountspayable@cmhc-schl.gc.ca

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

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

3.4.1 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in Article 3.4.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

3.4.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments to contractors of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from contractors, including the Contractor's social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term.

Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.5 Audit

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

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

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

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

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

4.2 Confidentiality and Non-Disclosure of CMHC Information

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

The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC.

The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services, who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement, which may include in the normal course of business the release to insurers of CMHC Information relevant to the underwriting and/or evaluation of CMHC's risks and the processing of its claims, provided such insurers and other financial institutions are informed of the confidential nature of such information and agree to be bound by confidentiality obligations that are substantially similar to those found in this Agreement.

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

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

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

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

To the extent the Contractor is required to handle personal information on behalf of CMHC, and subject to the protocol set forth below, the Contractor shall ensure that no personal information will be stored outside of Canada. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

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

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;
- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

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

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

4.3 Contractor's Indemnification

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

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

4.4 Independent Contractor

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

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

4.5 Contractor's Authority

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

4.6 Corporation Identification

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

4.7 Conflict of Interest

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

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

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

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

4.8 Insurance

The 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.

a) Commercial General Liability Insurance

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 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, blanket contractor's liability, non-owned automobile, employer's liability, contractual liability 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.

b) Professional (Errors & Omissions) Liability

Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the vendor, its agents or employees, arising out of the performance of this Agreement. Coverage includes defense costs and damages arising from claims for financial loss caused by a negligent act, error or omission in the rendering of or failure to render services. The contractor shall ensure that the policy is renewed continuously for a minimum of two (2) additional years following the expiration of or early termination of the agreement.

c) Other conditions

1. 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 insurance clause 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.
2. 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 insurance clause. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.
3. 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.

4.9 No Limitation

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

4.10 Non-Compliance

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

4.11 Force Majeure

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

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

4.12 Non-Waiver

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

4.13 Laws Governing Agreement

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

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

4.14 Final Report

Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,

- (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
 - (ii) policy recommendations and supporting materials shall be attached as appendices;
- and

- (iii) the report shall stipulate that the copyright remains with CMHC.

Upon request, the Contractor will supply, an executive summary of the main findings and recommendations of the final report and a copy of the report in any standard format that CMHC may prescribe, in accordance with CMHC's information technology requirements.

4.15 Official Languages

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

4.16 Access to CMHC Property and Security Clearance

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

CMHC may require employees of the Contractor to be security cleared in order to permit them access to CMHC premises when and if required. If they are not security cleared, the Contractor 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 Agreement.

4.17 Suspension of Services and Changes in Specifications

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

4.18 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.

4.19 Assignment of the Agreement

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

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

4.20 Key Persons and Assigns

If specific individuals are identified in the Agreement to perform the Services or any part thereof, the Contractor shall provide the Services of those individuals unless the Contractor is unable to do so for reasons beyond its reasonable control.

If the Contractor is unable to provide the Services of any specific individual identified in the Agreement, it shall, as soon as possible, give notice to CMHC of the reason rendering it is unable to do so and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval.

The Contractor shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in the Agreement to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the Contractor shall immediately comply with the order and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval. The fact that CMHC does not order that any individual stop performing the Services does not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

4.21 Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.22 Severability

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

4.23 Scope of Agreement

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

4.24 Binding

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

Article 5.0 - Agreement Administration

5.1 Contract Administrator

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

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

5.2 Notices

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

To CMHC at the following address: *To be completed and agreed upon with the successful Proponent.*

To the Contractor at the following address: *To be completed and agreed upon with the successful Proponent.*

Article 6.0 - Documents comprising the Agreement

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

- (a) This form of Agreement as executed _____, 2020;
- (b) CMHC's Request for Proposal dated _____, 2020;
- (c) The Contractor's submitted Proposal dated _____, 2020; and

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

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

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

(Signature)

(Signature)

(Name and Title)

(Name and Title)

Date: _____

Date: _____

Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK

To be completed and agreed upon with successful Proponent.

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Draft Agreement - SCHEDULE "B" - FEES

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

To be completed and agreed upon with successful Proponent.

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