REQUEST FOR PROPOSAL (RFP)

FOR

MANAGED FILE TRANSFER SOLUTION

Request for Proposal (RFP) No.:	RFP000141
Date Issued:	October 2, 2020
Submission Deadline:	October 23, 2020
Address Inquiries to:	David LaBerge, Sr. Procurement Advisor
Email:	dlaberge@cmhc-schl.gc.ca
General Email:	ProcurementSourcing@cmhc-schl.gc.ca

Canada

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SECTION 1

SUBMISSION INSTRUCTIONS

1. OBJECTIVE OF THIS RFP

CMHC is seeking proposals to provide a new Managed File Transfer (MFT) Solution ("Solution").

In January 2020, CMHC issued a Request for Information (`RFI`) from which qualified companies have expressed their interest to CMHC, are invited to participate in this subsequent Request for Proposal (`RFP`).

It is CMHC's intent to enter into an agreement (the "Agreement "or "Contract") on a non-exclusive basis with the successful proponent. The term of the Agreement resulting from this RFP is to be for a period of five (5) years (three (3) years initial, plus two (2) optional renewal periods).

2. CMHC BACKGROUND

Canada Mortgage and Housing Corporation ("CMHC") is the Government of Canada's National Housing Agency, with a mandate to help Canadians gain access to a variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development.

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

3. RFP CONTACT

For the purposes of this procurement process, the "RFP Contact" will be:

David LaBerge, Sr. Procurement Advisor
dlaberge@cmhc-schl.gc.ca copy to ProcurementSourcing@cmhc-schl.gc.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, appointed officials or other representatives of CMHC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

4. TYPE OF CONTRACT FOR DELIVERABLES

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with CMHC for the provision of the scope of work and deliverables (collectively the "Deliverables"). The terms and conditions found in the Form of Agreement or "Draft Agreement" (Appendix D) are to form the basis for the agreement between CMHC and the selected proponent. CMHC reserves the right to add, delete or revise terms and conditions during contract negotiations.

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

Submission of a proposal constitutes acknowledgement that the proponent has read and agrees to be bound by the terms and conditions in the Draft Agreement, in the event that the proponent is selected by CMHC to enter into such Agreement. The proponent may propose changes, additions or deletions of the Agreement terms and conditions, which must be identified in proponent's proposal, and will be, at CMHC's sole discretion, either accepted or rejected.

5. RFP TIMETABLE

Issue Date of RFP	October 2 , 2020
Deadline for Questions	October 9, 2020
Deadline for Addendums	October 16, 2020
Submission Deadline for Proposals	October 23, 2020 @ 2:00 PM EST
Anticipated Time Line for Completion of Proposal Evaluations	November 6 , 2020 – November 4, 2020
Vendor Demonstrations	November 13-20, 2020
Post-Demo Evaluations	November 27, 2020
Anticipated Contract Negotiation Period	November 28, 2020 – December 11 , 2020
Anticipated Execution of Agreement	December 18, 2020

The RFP timetable is tentative only, and may be changed by CMHC at any time. Changes will be communicated in accordance with Section 3.2.2.

6. SUBMISSION OF PROPOSALS

6.1 ROCUREMENT BUSINESS NUMBER

CMHC utilizes the Supplier Registration Information ("SRI") database maintained by Public Services and Procurement Canada ("PSPC") as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business Number ("PBN") provided by this registration must be included with the proponent's 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

6.2 PROPOSALS TO BE SUBMITTED AT THE PRESCRIBED LOCATION IN PRESCRIBED MANNER

Proposal submissions must be emailed to CMHC's electronic bid submission system ("EBID") to the address indicated below:

Email Address**:** EBID@cmhc-schl.gc.ca ("Submission Location") and
ProcurementSourcing@cmhc-schl.gc.ca

The subject line of the transmission must state: **RFP000141** and company name.

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

Please be advised that EBID has a size limitation of 10 MB. Proponents may submit their proposal in multiple smaller files indicating the number of emails submitted (for example: email 1/3, 2/3, 3/3) in the body of the email. Individual files are to be submitted in Microsoft compatible applications, i.e. Word, PowerPoint, Excel and/or pdf format.

Note: Rich Text formatted or compressed (zipped) documents cannot be opened by CMHC.

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 RFP Contact should they not receive said confirmation within thirty (30) minutes of their submission.

6.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: October 23rd, 2020 on or before 2:00 PM EST ("Submission Deadline")

Proposals submitted after the Submission Deadline will be rejected. CMHC does not accept any responsibility for proposals delivered to any other location or by any other means by the proponent. Proponents are advised to make submissions well before the Submission Deadline. Proponents making submissions near this deadline do so at their own risk. Proponents will be deemed to be received when they enter into CMHC's systems and CMHC accepts no responsibility for proposals sent prior to this deadline that fail to enter into CMHC's systems by the Submission Deadline. For the purposes of this section, the time of delivery is deemed to be the time recorded by CMHC's systems.

6.4 AMENDMENT OF PROPOSALS

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by email prominently marked with the RFP title and number and the full legal name and return address of the proponent to the email address set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. CMHC will assess the proposal "as is" and CMHC will not correct or accept any responsibility for errors submitted by the proponent.

6.5 WITHDRAWAL OF PROPOSALS

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. CMHC is under no obligation to return withdrawn proposals.

[End of Section 1]

SECTION 2

EVALUATION, NEGOTIATION AND CONTRACT AWARD

2.1 EVALUATION PROCESS

CMHC will conduct an evaluation of the proposals and contract negotiations in the order as follows:

2.1.1 MANDATORY SUBMISSION REQUIREMENTS

The Mandatory Submission Requirements detailed in the RFP Specifications (Appendix C) will be reviewed to determine which proposals comply with all of the mandatory submission requirements due at time of submitting the proposal, such as licences or certificates. Should a proponent not include a submission requirement with its proposal, the proponent will be notified by CMHC and will have forty eight (48) hours from the time of notification to meet this requirement. Only proponents who meet the mandatory submission requirements will move on to the Evaluation as outlined in Sub-Section 2.1.2 of this Section 2.

2.1.2 EVALUATION OF PROPOSAL(S)

The evaluation process will consist of the following:

2.1.3 MANDATORY CRITERIA

CMHC will review the proposals to determine whether the mandatory requirements detailed in Table 1 of Section 1.9 of Appendix C – Statement of Requirement have been met. The mandatory requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. Questions or queries on the part of CMHC as to whether a proposal has met the mandatory requirements will be subject to the verification and clarification process set out in Sub-Section 3.2.4 of Section 3.

2.1.4 RATED CRITERIA

CMHC will evaluate those proposals which have met all the mandatory requirements described in Sub-Section 2.1.3 of this Section 2, based on the criteria set out in Table 2 of Section 1.10 of Appendix C and the scoring methodology described Sub-Section 2.2 of this Section 2. Only those proposals which meet the minimum point threshold of 80% or 1376 points out of 1720 total points available will continue on in the evaluation process.

2.1.5 PROOF OF PROPOSAL PRESENTATION

The purpose of the presentation is to allow: (a) the qualified proponents to address the major elements of their proposal; (b) the CMHC evaluation team to obtain any required clarification based on a set of pre-defined questions, which will be issued by CMHC; and (c) the members of the evaluation Team to interact directly with key representatives of the proponent's proposed team; (d) demonstrate that the criteria and requirements as set out in Appendix C have been met.

In advance of the presentation, each proponent invited to make the presentation will receive in writing: (i) the agenda for the presentation and (ii) a set of pre-defined questions that they will be required to address in their presentation. The two (2) hour presentation will take place via video conferencing.

(i)   PRE-DEFINED QUESTIONS

The pre-defined questions will be sent to the proponents who have met the rated minimum scoring threshold.

(ii)   PROOF OF PROPOSAL USE CASES

Use cases will be provided to the qualified proponents. Each case will consist of a general situation and a clear outcome that CMHC would like to witness.

2.1.6 PRICING

Scoring of the submitted pricing shown in the Pricing Form (Appendix B) of each qualified proposal will be evaluated on the method described in Sub-Section 2.2 of this Section 2.

2.2   SCORING AND RANKING OF PROPOSALS

2.2.1 SCORING MATRIX

The following scoring matrix has been developed to assist the Evaluation Team in the scoring process of the rated criteria and the POP presentation detailed in Appendix C.

SCORE	EVALUATION CONCLUSION	DESCRIPTION
10	<u>Complete and clear</u> description provided that <u>exceeds</u> the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the proponent's ability to satisfy the requirement.	Outstanding
9	<u>Complete and clear</u> description provided of the proponent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the to the proponent's ability to satisfy the requirement.	Excellent
7-8	<u>Above average description</u> provided of the proponent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Very Good
5-6	<u>Average description</u> provided of the proponent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Good
3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the proponent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the proponent's ability to satisfy the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the proponent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the proponent's ability to satisfy the requirement.	Unsatisfactory

SCORE	EVALUATION CONCLUSION	DESCRIPTION
0	Little or no information provided to assess the proponent's ability to meet the criteria.	No Response

Partial scores (for example 1.5, 2.5, 3.5 and so on) may be assigned. Individual proponent 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 below.

2.2.2 RANKING OF PROPOSALS

The proposals will be ranked as follows:

	RANKING DESCRIPTION	WEIGHTING (%)
1	RATED REQUIREMENTS AND PROOF OF PROPOSAL PRESENTATION	85%
2	PRICING	15%
	TOTAL	100%

(1) The overall rated score for each responsive proposal will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 50% for the rated criteria. Proposals must meet 80% minimum points threshold in order to advance

(2) The overall score for the Proof of Proposal Presentation will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 20% for the POP.

(3) To establish the pricing score, each responsive proposal will be prorated against the lowest evaluated price at a ratio of 30%.

(4) For each responsive proposal, the total of 1, 2 and 3 above will be added to determine its combined total score.

(5) Neither the responsive proposal obtaining the highest score on rated requirements nor the one with the lowest evaluated price will necessarily be accepted. The responsive proposal with the highest combined rating overall will be recommended for award of a contract.

(6) The overall price over five years will used to establish the Price Score.

3.2 CONTRACT NEGOTIATION

The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with CMHC. In the event of a tie, the successful proponent will be the proponent selected by way of negotiations, requiring proponents to answer additional questions, provide supplementary information or make additional presentations such that CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information in an effort to select a top-ranked proponent.

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (Section 3). The negotiation process will not constitute a legally binding offer to enter into a contract on the part of CMHC or the proponent and there will be no legally binding relationship created with any proponent prior to the execution by both CMHC and the proponent of a written agreement. The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for commencing negotiations between CMHC and the selected proponent. As a part of the negotiation process, CMHC may request supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and CMHC may include requests for improved pricing or performance terms from the proponent.

Contract Terms and Conditions which are non-negotiable will be marked in the Form of Agreement as "Mandatory".

	PROPONENT 1	PROPONENT 2	PROPONENT 3
Rated – 85%	8/10 X 85 = 68	5/10 X 85 = 42.5	10/10 X 85 = 85
Example Price	$45,000.00	$55,000.00	$60,000.00
Pricing Calculation 15%	$45K/$45K X 15 = 15	$45K/$55K X 15 = 12.3	$45K/$60K X 15 = 11.5
Total Points	83	54.8	96.5

3.2.1 TIME PERIOD FOR NEGOTIATIONS

CMHC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, in accordance with the timeframe outlined under Section 1.4 of this RFP. A proponent invited to enter into direct contract negotiations should therefore be prepared to: (i) satisfy the pre-conditions of award listed in the RFP Specifications (Appendix C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

3.2.2 FAILURE TO ENTER INTO AGREEMENT

If the pre-conditions of award listed in the RFP Specifications (Appendix C) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the contemplated Contract Negotiation Period, pursuant to 1.4 of this RFP, then CMHC may

discontinue negotiations with the top-ranked proponent and invite the next-best-ranked proponent to enter into negotiations. This process will continue until: (i) an agreement is finalized, (ii) there are no more proponents remaining that are eligible for negotiations or (iii) CMHC elects to cancel the RFP process.

3.2.3 NOTIFICATION OF NEGOTIATION STATUS

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Section 2]

SECTION 3

TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 PROPOSALS IN ENGLISH OR FRENCH

Proposals may be submitted in English or French..

3.1.3 NO INCORPORATION BY REFERENCE

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 REFERENCES AND PAST PERFORMANCE

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.

3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE

CMHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 PROPOSAL TO BE RETAINED BY CMHC

All proposals and related materials provided by the proponent shall, as of the Submission Deadline, become the sole property of CMHC and will not be returned to the proponent.

3.1.8 TRADE AGREEMENTS

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive

Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.9   NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

CMHC makes no guarantee of the value or volume of Deliverables to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. In its sole discretion, CMHC may contract with others for goods and services that are the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2   COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1   PROPONENTS TO REVIEW RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions, pursuant to Section 1.4 of this RFP. No such communications are to be directed to anyone other than the RFP Contact. CMHC is under no obligation to provide additional information, and CMHC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CMHC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2   ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA

This RFP may be amended only by addendum in accordance with this section. If CMHC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3   POST-DEADLINE ADDENDA AND EXTENSION OF SUBMISSION DEADLINE

If CMHC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CMHC may extend the Submission Deadline for a reasonable period of time.

3.2.4   VERIFY, CLARIFY AND SUPPLEMENT

When evaluating proposals, CMHC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory requirements set out in Section I of the RFP Specifications (Appendix C). CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information.

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

3.3   NOTIFICATION AND DEBRIEFING

3.3.1   NOTIFICATION TO OTHER PROPONENTS

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

3.3.2   DEBRIEFING

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 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 debriefing will be provided in writing.

3.3.3   PROCUREMENT PROTEST PROCEDURE

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4   CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1   CONFLICT OF INTEREST

CMHC may disqualify a proponent for any conduct, situation or circumstances, determined by CMHC, in its sole and absolute discretion, to constitute a "Conflict of Interest", as defined in the Submission Form (Appendix A).

3.4.2   DISQUALIFICATION FOR PROHIBITED CONDUCT

CMHC may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if CMHC determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3   PROHIBITED PROPONENT COMMUNICATIONS

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4   PROPONENT NOT TO COMMUNICATE WITH MEDIA

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5   NO LOBBYING

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6   ILLEGAL OR UNETHICAL CONDUCT

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other representatives of CMHC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7   PAST PERFORMANCE OR PAST CONDUCT

CMHC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process with CMHC or any other organization, including but not limited to the following:

(1)   illegal or unethical conduct as described above;
(2)   the refusal of the supplier to honour its submitted pricing or other commitments; or
(3)   any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5   CONFIDENTIAL INFORMATION

3.5.1   CONFIDENTIAL INFORMATION OF CMHC

All information provided by or obtained from CMHC in any form in connection with this RFP either before or after the issuance of this RFP:

(1)   is the sole property of CMHC and must be treated as confidential;
(2)   is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
(3)   must not be disclosed to third parties without prior written authorization from the RFP Contact; and
(4)   must be returned by the proponent to CMHC immediately upon the request of CMHC.

3.5.2   CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CMHC. The confidentiality of such information will be maintained by CMHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that as a Crown Corporation, CMHC is subject to the federal legislation with respect to access to information and privacy.   Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation. Proponents are also advised that their proposals may, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 NO CONTRACT A AND NO CLAIMS

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(1) this RFP will not give rise to any Contract A–based concept or any other similar legal concepts or principles that may be applicable to the procurement process; and
(2) neither the proponent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of proponents, a decision to reject a proposal or disqualify a proponent, or a decision of the proponent to withdraw its proposal.

Notwithstanding the foregoing or anything to the contrary herein, CMHC's total liability to proponents for any cause of action arising out of or in relation to this RFP process, giving rise to liability, whether in contract or in tort, shall be limited to the reasonable costs incurred by proponents in preparing its proposal for matters relating to this RFP process. In no event, whether in contract or in tort shall CMHC be liable for any indirect, consequential, exemplary, punitive, incidental, or special damages or lost profits, even if CMHC has been advised of the possibility of such damages in advance.

3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or services will be created between the proponent and CMHC through this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 OFFERING PERIOD

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

Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely affect the evaluation or ranking or the decision of CMHC to enter into an agreement with the proponent for the Deliverables.

3.6.4 CANCELLATION

CMHC may cancel or amend the RFP process without liability at any time.

3.7 GOVERNING LAW AND INTERPRETATION

These Terms and Conditions of the RFP Process:

(1) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(2) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(3) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Section 3]

APPENDIX A – SUBMISSION FORM

1.1 Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Procurement Business Number (PBN):	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

1.2 ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any goods or services will be created between CMHC and the proponent unless and until CMHC and the proponent execute a written agreement for the Deliverables.

1.3 ABILITY TO PROVIDE DELIVERABLES

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of this RFP.

1.4 PRICING

The proponent has submitted pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix B). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with CMHC.

1.5 OFFERING PERIOD

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

1.6 ADDENDA

The proponent is deemed to have read and taken into account all addenda issued by CMHC prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None" in the covering letter. Proponents who fail to complete this section will be deemed to have received all posted addenda.

1.7 NO PROHIBITED CONDUCT

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

1.8 CONFLICT OF INTEREST

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(1) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(2) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of Section 1.8, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1)

participated in the preparation of the proposal; **AND** (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFP.

If the box below is left blank, the proponent will be deemed to declare that (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

❑ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

_____

_____

_____

_____

_____

_____

_____

1.9 DISCLOSURE OF INFORMATION

The proponent warrants that neither the proponent nor one or more of the proponent's directors, officers or employees have been convicted or sanctioned for an offence involving bribery, corruption or workplace safety at any time. If such convictions exist, the details of such convictions or sanctions are to be disclosed in the proponent's proposal.

It is understood that CMHC will have the sole discretion to determine whether such convictions are grounds for removing the proponent from further consideration in the RFP process or requiring that the proponent exclude certain employees from involvement in the provision of goods and/or services contemplated herein.

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CMHC to the advisers retained by CMHC to advise or assist with the RFP process, including with respect to the evaluation this proposal.

1.10 SECURITY CLEARANCE

The proponent 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 outlined in Section 1.5 Security of the RFP Specifications (Appendix C).

_____   _____
Signature of Witness   Signature of Proponent Representative

_____   _____
Name of Witness   Name of Proponent Representative

                                                       _____
                                                       Title of Proponent Representative

                                                       _____
                                                       Date

                                                       I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

1.1 INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

(1) Prices must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
(2) Prices quoted by the proponent must be all-inclusive and must include all labour and material costs, on-going maintenance costs, all travel and carriage costs, all insurance costs, all costs of delivery (including any on-boarding/training costs, if not listed separately in the pricing form), 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.
(3) Travel expenses are considered separate expenses and will be reimbursed in accordance with CMHC's Travel Policy outlined in the Form of Agreement included in Appendix A of this RFP.

1.2 EVALUATION OF PRICING

Pricing is worth 15% of the total score.

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 for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest price ÷ proponent's price x weighting x overall weighting = proponent's pricing points

1.3 PRICING FORM

YEAR 1

Item No.	Costs	Description	Qty	Unit Price	Extended Price CDN
	Acquisition Costs				
1	Solution	Cost of a cloud based solution to host a minimum of 5000 vaults			
2	Licenses	Cost per user, per vault, etc. (Please also describe in detailed licenses cost (e.g.: per vault; per user, etc.)			
3	**Other acquisition costs**	Please specify			

	Implementation Costs				
4	Consulting cost	Per Diem rate			
5	Training	End user and/or admin			
6	Support and Maintenance	Year 1 annual cost			
7	Other Implementation Costs	Please specify			
6	Ad-hoc	Any other costs incurred due to new configuration or expansion of the solution.			
				SUB-TOTAL	$
				HST 13%	$
				TOTAL CDN	$

YEAR 2 –

Item No.	Costs	Description	Qty	Unit Price	Extended Price CDN
1	Maintenance and Support	Year 2 annual support			
2	Other	Any other costs incurred due to new configuration or expansion of the solution.			
			SUB-TOTAL		$
			HST 13%		$

	TOTAL CDN	$

YEAR 3 –

Item No.	Costs	Description	Qty	Unit Price	Extended Price CDN
1	Maintenance and Support	Year 3 annual support			
2	Other	Any other costs incurred due to new configuration or expansion of the solution.			
				SUB-TOTAL	$
				HST 13%	$
				TOTAL CDN	$

OPTION YEAR 1 –

Item No.	Costs	Description	Qty	Unit Price	Extended Price CDN
1	Maintenance and Support	1st Option year annual support			
2	Other	Any other costs incurred due to new configuration or expansion of the solution.			
				SUB-TOTAL	$
				HST 13%	$
				TOTAL CDN	$

OPTION YEAR 2 –

Item No.	Costs	Description	Qty	Unit Price	Extended Price CDN

1	Maintenance and Support	Option year 2 annual support			
2	Other	Any other costs incurred due to new configuration or expansion of the solution.			
			SUB-TOTAL		$
			HST 13%		$
			TOTAL CDN		$

APPENDIX C – RFP SPECIFICATIONS

1.1 BACKGROUND

CMHC is looking for an SMFT solution that meets the requirements as specified in the RFP to allow:

- CMHC staff to securely exchange sensitive documents with its external business partner.

- CMHC business systems to exchange information (exchange information between internal CMHC business systems or between internal CMHC and external business systems).

1.2 THE DELIVERABLES

The winning proponent must provide to CMHC the following:

1. A cloud-based solution that meets all mandatory requirements listed in this RFP;
2. A support service to handle issues encountered during the length of the contract;
3. A validated repeatable process to migrate CMHC existing SMFT solution (CyberArk) to the selected solution;
4. A complete plan for implementation and support (including post implementation support);
5. A complete plan for training users and system administrator;

1.3 WORK LOCATION

The work will be performed via CMHC video conferencing

Once the winning proponent is chosen, negotiations will take place via online meetings and the same process will be used for implementation and additional configurations.

1.4 TRAVEL

No travel is required in the course of the contract and no compensation will be awarded to the selected proponent for any travel cost incurred.

1.5 SECURITY

Employees of the proponent and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **ENHANCED (PROTECTED B)** prior to commencement of any work under the Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the criminal records check/security clearance. Each of the proponent's proposed staff or subcontractors, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

1.6 CMHC DATA

The purpose of this section is to set out the proponent's obligations in respect of the technology, the property, CMHC intellectual property rights, CMHC developments and/or CMHC confidential information ("CMHC Data") residing on the proponent's network or for which the proponent has access, custody or control.

The proponent shall store CMHC Data in Canada at all times and data in transit shall not cross any international borders for any reason including the United States.   Data at rest and in transit shall be protected and encrypted at all times. If CMHC data is being transmitted outside Canada, encryption-during-transit details should be provided to CMHC, including all geographical locations/countries where it is possible for the encrypted traffic to transit in.

In addition to being security cleared, each of the proponent's staff or subcontractors who work on this project must access CMHC data (including access for the purpose of technical, implementation and operational support) from Canada or countries where Canada has a bilateral agreement on security.

Furthermore, the proponent agrees to CMHC's security provisions set out in this Appendix D, Form of Agreement, Schedule "B"

1.7 MATERIAL DISCLOSURES

N/A

1.8 MANDATORY SUBMISSION REQUIREMENTS

(1) SUBMISSION FORM (APPENDIX A)

Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

(2) PRICING FORM (APPENDIX B)

Each proposal must include a Pricing Form (Appendix B) completed according to the instructions contained in the form.

(3) OTHER MANDATORY SUBMISSION REQUIREMENTS

Each proposal must include the following:

(1) Completion of Privacy of Information questionnaire attached hereto in Appendix G;

(2) Proponent's Organizational Requirements:

   i.   Brief description of your organization (overview and history);
   ii. Organizational diagram;
   iii. Outline experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate);
   iv. Describe why your organization is ideally suited to provide the Deliverables to CMHC;

<blockquote>
v. Outline how CMHC's account would be handled by your organization to ensure that it receives cost-effective, prompt, personal, efficient and high quality service. Specifically, name the key representative(s) for the CMHC account and provide his/her qualifications;

vi. Description of approach to service management in a multi-vendor environment;

vii. SOC Reports for last three (3) years;

viii. Disaster Recovery Plan including recovery time and recovery point objectives;

ix. Business Continuity Plan.

(3) References:

i. Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last five years.

ii. CMHC may contact these references as per Section 3.1.4 references and past performance.
</blockquote>

1.9 MANDATORY REQUIREMENTS

The following mandatory criteria in Table 1 below will be assessed on a "pass/fail basis".

Proponents must provide a statement for each mandatory criteria as to how the proponent is in compliance with the mandatory requirement(s) outlined below.

TABLE 1 – MANDATORY CRITERIA

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
1	Functional	The product must have the ability to setup secure file locations (i.e. vaults) for internal and external users and applications.		
2	Functional	The product must have the ability to support a minimum of 5000 vaults.		
3	Functional	The product must have the ability to transfer files between vaults and internal and external file locations.		
4	Functional	The product must have the ability to automatically attempt restart the file transfer in the event of an interruption or failure.		
5	Functional	The product must have the ability to resume the file transfer in the event of an interruption or failure.		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
6	Technical	The product must have the ability to support the Common Internet File System (CIFS) file sharing protocol.		
7	Technical	The product must have the ability to support both File Transfer Protocol (FTP) protocol and File Transfer Protocol (FTP) over Transport Layer Security (TLS) - AKA FTPS Protocol.		
8	Technical	The product must have the ability to support the Hyper Text Transfer Protocol Secure (HTTPS).		
9	Technical	The product must have the ability to support the Secure File Transfer Protocol (SFTP).		
10	Technical	The product must have the ability to support the Server Message Block (SMB) protocol (to be compatible with Azure File).		
11	Functional	The product must have the ability to transfer and preserve files to an archive secure location (other than the vaults, source and destination locations) automatically with no user intervention.		
12	Functional	The product must have the ability to automate destruction of files according to a records retention schedule.		
13	Functional	The product must have the ability to apply date based and event-based retention triggers.		
14	Functional	The product must have the ability to automate file transfers according to a schedule for any desired interval.		
15	Functional	The product must have the ability to log all file exchange transactions in all environments.		
16	Functional	The product must have the ability to log all user activities, exception, and information security events.		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
17	Functional	The product must have the ability to retain audit logs for 90 days online and 180 days offline.		
18	Functional	The product must have the ability to uniquely identify each individual file exchange transaction for tracking and audit purposes.		
19	Functional	The product must have the ability to report on current and historical file transactions.		
20	Technical	The solution should implement Role Based Access Security (RBAC) for CMHC internal staff to protect data from unauthorized access, disclosure, alteration, deletion, disposition and loss		
21	Technical	The solution should implement Role Based Access Security (RBAC) so that each external user can only view and update their own information.		
22	Functional	The product must have the ability to control user access to all secure locations (active and archive).		
23	Functional	The product must have the ability to support 5000 users.		
24	Technical	The solution must have a formal strategy for upgrade & patch management		
25	Technical	The solution must have the ability to be run in multiple separate development and test environments, including integration testing.		
26	Technical	The solution must provide a mechanism to supervise usage for reasons on compliance and fraud detection.		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
27	Technical	Ability to track and communicate error information during automated transactions		
28	Technical	Ability to track and communicate error information during manual transactions		
29	Technical	Please describe the licensing requirements for CMHC internal users to use this solution. (access to the solution is either manual or programmatically via APIs)		
30	Technical	Please describe the licensing requirements for external users to use this solution (access to the solution is either manual or programmatically via APIs)		
31	Functional	The product must have the ability to scale automatically or based on a pre-defined process.		
32	Functional	The product must have the ability to send a notification for file availability via email.		
33	Functional	The product must have the ability to create application level trigger when file is received to initiate a workflow.		
34	Functional	The product must have the ability to integrate with monitoring tool to monitor the product services and alert in the event of an interruption or failure.		
35	Technical	The product must have the ability to integrate with RESTful web service applications upon file availability or transfer status.		
36	Technical	The product must have the ability to integrate with web-based applications through API (inbound and outbound).		
37	Functional	The product must have the ability to setup backup processes.		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
38	Functional	The product must have the ability to setup Disaster Recovery (DR) environment with 500 KMs/300 miles distance from PRODUCTION environment.		
39	Functional	The product must have the ability to work on High Availability (HA) mode with near-real-time synchronization and failover process to support availability SLA at %99.95.		
40	Functional	Data must reside and is transmitted within Canada ONLY.		
41	Technical	Technical and operational support for this solution must be provided by countries where Canada has a bilateral agreement on security.		
42	Technical	Data stored in this solution can only be accessed by employees from countries where Canada has a bilateral agreement on security.		
43	Functional	Vendor must comply with CMHC Security's file destruction method during and after the contract with CMHC.		
44	Functional	Vendor must comply with CMHC requirements for delivery and destruction of CMHC data during contract term and upon termination.		
45	Functional	Vendor must accept their obligation to perform all necessary tasks to transfer ownership of CMHC data back to CMHC.		
46	Functional	The product must have the ability to support both English and French languages in product user interface and reports.		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
47	Technical	The product must have the ability to support Advanced Encryption Standard (AES) 128 bits.		
48	Technical	The product must have the ability to support Advanced Encryption Standard (AES) 256 bits.		
49	Technical	The product must have the ability to support network protocol Secure Shell (SSH) version 2.0.		
50	Technical	The product must have the ability to support public encryption key Rivest–Shamir–Adleman (RSA) 2048 bits.		
51	Technical	The product must have the ability to support Transport Layer Security (TLS) version 1.1.		
52	Technical	The product must have the ability to support Transport Layer Security (TLS) version 1.2.		
53	Technical	If an URL to a vault/solution is available, the URL must not contain any access information. E.g.: the URL to a vault must not contain authorization information that grants access to individuals who have the URL.		

1.10   RATED REQUIREMENTS

The rated criteria in Table 2 below will be assessed in accordance with Section 2.2.1 of the RFP.

Proponent(s) submissions must meet a minimum point score of 80% in order progress to next stage of the evaluation process.

TABLE 2 – RATED CRITERIA

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	WEIGHT (1-4)	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
1	File Management	The product must have the ability to support large files (each individual file could be up to 5 GB in size)	4		
2	File Management	The product has the ability to connect to Azure Blob Storage.	1		
3	File Management	The product shall have the ability to automate resuming or restarting the file transfers in the event of an interruption or failure.	4		
4	Administration	The solution should use automatic log-out for user sessions that exceed a reasonable period of inactivity	4		
5	Administration	The solution should have the ability to define and manually make exceptions to various levels of security access	2		
6	Administration	The product shall have the ability to delegate access control administration tasks for vaults (e.g. read/write access, password reset… etc.).	4		
7	Administration	The product shall have the ability to support Azure Active Directory (AD) and Lightweight Directory Access Protocol (LDAP)	4		
8	Administration	The solution should have the ability for configurations to be promoted from one environment to another.	4		
9	Administration	Explain to us how CMHC internal users will be on-boarded and off-boarded to/from the solution	2		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	WEIGHT (1-4)	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
10	Administration	Explain to us how external users will be on-boarded and off-boarded to/from the solution	2		
11	Administration	Describe the on-going support model after the solution is deployed.	2		
12	Administration	The solution must have a defined patch and upgrade plan.	2		
13	Administration	The solution must have a product roadmap to provide improved capability that extends at least two years into the future. Describe how many years into the future the roadmap and strategy extend as well as the commitment by the company to achieve the roadmap. Describe the past achievements of the roadmap.	2		
14	Administration	The solution should have a screen response time of < 2sec for transactions of a non-batch nature.	4		
15	Administration	The solution's web based interface must be accessible through these one of these major web browsers: Mozilla Firefox (latest publicly-released version) running on Windows 10, Google Chrome (latest publicly-released version) running on Windows 10, Edge on Windows 10, mobile devices (including iPhone and Android phones)	4		
16	Administration	Ability to generate report on all errors	4		
17	Technology	For IaaS/VM products, the product shall have the ability to be deployed and operate in CMHC data center location.	4		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	WEIGHT (1-4)	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
18	Technology	For IaaS/VM products, the product shall have been tested and supported by vendor on Windows Datacenter 2016.	4		
19	Technology	For products with client application, the client application shall have been tested and supported by vendor on Windows 10.	4		
20	Technology	For products with client application, the client application shall have been tested and supported by vendor on Windows 7.	4		
21	Technology	Describe the process of the solution product enhancement. How is client input solicited and prioritized?	2		
22	Technology	The product shall have the ability to perform all user interface tasks via a web based API.	4		
23	Technology	The product has the ability to integrate with Microsoft Outlook for email distribution of files.	1		
24	Technology	The product must have the ability to deactivate the document viewer if it has one.	1		
25	Technology	The product shall have the ability to integrate with anti-virus tools (Symantec and Trend Micro) to scan inbound/outbound files.	4		
26	Technology	The product shall have the ability to integrate with ArcSight Security Information and Event Management (SIEM) system.	4		
27	Technology	The product has the ability to migrate vaults from CyberArk.	1		
28	Technology	"The solution must have the ability to integrate with operations management system	2		

ITEM NO.	TYPE OF CRITERIA	REQUIREMENT STATEMENT	WEIGHT (1-4)	PAGE NO. IN PROPOSAL	ADDITIONAL DETAILS
		use by CMHC (ServiceNow) for administrative purposes (example: notify the operations management system in event of service interruption, etc.)			
29	Technology	Vendor shall have been active for minimum of 2 years in the industry with large client base and partner channel network.	4		
30	Security & Compliance	The solution must be scalable to increased usage and access.	2		
31	Security & Compliance	The product has the ability to support encryption at rest using client software (i.e. PGP)	1		
32	Security & Compliance	For SaaS products, the product shall have the ability to support multi-factor authentication.	4		
33	Security & Compliance	Describe how the solution is tested for security vulnerability (ex. SQL Injection).	2		
34	File Management	Explain to us how the solution allows an internal and external user to reset his/her password.	2		

Each proponent should provide the following in its proposal in the same order as listed below. Page limitations are per single-sided pages, minimum font size 11.

1.11 PRE-CONDITIONS OF AWARD

Pending the impact of CMHC business disruption risk assessment required as part of the RFP, upon request, Proponent may be asked to complete the Business Continuity Management Attestation Form attached hereto as Appendix H, as part of this RFP process and prior to the execution of the Agreement and for the duration of the contract.

APPENDIX D – FORM OF AGREEMENT

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

CMHC Agreement No.

THIS AGREEMENT dated as of , 2020 (hereinafter referred to as the **"Agreement"**)

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION
a corporation established by an Act of the Parliament of Canada, having its head office in Ottawa, Canada
("CMHC ")

AND

("**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:

Section 1.0 - The Deliverables

1.1   The Contractor covenants and agrees to provide the goods and services, ("Services") as described in at the prices set out in **Schedule "A" –** Services and Basis of Payment.

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 this Agreement. The Contractor warrants that the Services will be performed in a professional manner and in

accordance with accepted industry standards including but not limited to the IT requirements and security measures listed in Section 4.15 and Schedules "B" and "C" of this Agreement.

Section 2.0 - Term of the Agreement

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

2.2 The "Initial Term", which begins on the date this Agreement is duly executed and ends on the first year anniversary of such date; and

2.3 If applicable, the period during which the Agreement is extended in writing by the Parties, the "Renewal Term", provided that CMHC elects to exercise any options set out in this Agreement under Section 2.4.

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

2.4 **Option to Extend the Agreement Term:**

The Contractor grants to CMHC the irrevocable option to extend the Term of the Agreement by up to four (4) additional one (1) year period(s) under the same terms and conditions as this Agreement and which will be evidenced by amending agreement. The Contractor agrees that during the extended period of this Agreement it will be paid in accordance with the applicable provisions set out in Schedule "A" of this Agreement.
CMHC may exercise this option at any time by sending a written notice to the Contractor at any time before the end of the Term of this Agreement. The option may only be exercised at CMHC's sole discretion, and will be evidenced through an amending agreement.

2.5 **Option to Purchase Additional Products and Services**:

The Contractor grants to CMHC the irrevocable option to purchase additional quantities of the Services and any other related products and services offered by the Contractor on the same terms and conditions granted under the Agreement and at the prices set out in Schedule "A" or at any other mutually negotiated price agreed to by both Parties at the same, or better, discounts applied under this Agreement.

This option may be exercised at any time during the Term of this Agreement, as many times as CMHC chooses. This option may only be exercised by CMHC by notice in writing to the Contractor and will be evidenced by an amending agreement.

2.6 **Termination**

(1) CMHC may terminate this Agreement for any reason with no penalty or liability to CMHC of any kind by giving the Contractor at least thirty (30) days written notice at any time during the Term.

(2) Notwithstanding anything to the contrary in this Agreement, CMHC may, by giving at least five (5) days prior written notice to the Contractor, terminate this Agreement

without charge or liability of any kind to CMHC with respect to all or any part of the Agreement for any of the following reasons:

(i) the Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor within thirty (30) calendar days after receipt of written notice of such breach from CMHC, cures such breach in accordance with applicable requirements of this Agreement and to the sole satisfaction of CMHC;

(ii) CMHC has performed a threat risk assessment, which determines that the Services are incompatible with CMHC's privacy, access to information or security requirements pursuant to its internal guidelines, policies, procedures or applicable legislation.

(iii) the Contractor commits numerous breaches of its duties under this Agreement that collectively constitutes a material breach;

(iv) a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to provide the Services under this Agreement;

(v) the Contractor commits fraud;

(vi) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors; or

(vii) the Contractor is in breach of any of the Confidentiality, Security Measures and Intellectual Property provisions set out in this Agreement.

(3) The Parties agree that in the event of termination of this Agreement pursuant to Section 2.6(2) and where an advance payment has been made by CMHC: (i) charges up to the date of termination will be calculated on a prorate basis of a twelve (12) month year and a thirty (30) day month and (ii) the Contractor shall immediately refund to CMHC the unliquidated portion of the advance payment and pay to CMHC interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

(4) CMHC may extend the effective date of termination in respect of any notice of termination given by CMHC in accordance with this Agreement one or more times as it elects, at its sole discretion, up to 365 days in the aggregate.

(5) If CMHC determines that a breach by the Contractor of its obligations under this Agreement creates a material threat to the ongoing operations of CMHC or will result in a material fine, penalty or liability being incurred by CMHC, and such breach is not cured within seven (7) business days following the Contractor's receipt of notice from CMHC that it plans to exercise its right to terminate under this Section 2.6, then at CMHC's option, and without limiting any other rights CMHC may have under this Agreement, CMHC may, in its sole discretion: (i) appoint one or more third parties, including other service providers (each, a "Substitute Provider"), to provide all or any part of the Services;

(6) Contractor's Transitional Support. If CMHC exercises its rights pursuant to Section 2.6 (2) of this Agreement, the Contractor will cooperate reasonably with and provide necessary transitional assistance to CMHC and any Substitute Provider in connection with the exercise by CMHC of those rights. Such assistance may include granting CMHC electronic access to Contractor's Service, as needed, and for a defined period of time, as mutually agreed upon by the parties but in no event for a period that is less than thirty (30) days, to allow CMHC to remove data on the Service.

Section 3.0 – Financial

3.1 In consideration of providing the Services described in this Agreement, CMHC will pay the Contractor the fee(s) set out in Schedule "A". Notwithstanding any other provision in this Agreement, under no circumstances shall CMHC's total financial obligations under this Agreement exceed **$_____CDN** for Services provided during the Term of the Agreement.

3.2 Invoicing Instructions

(1) All invoices must refer to the Purchase Order, which will be issued to the Contractor subsequent to signing of the Agreement.

(2) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the Services have been delivered and that all charges are in accordance with Section 3.1, including any charges for work performed by subcontractors. CMHC will make the advance payment to the Contractor for the Services within thirty (30) days after receiving a complete invoice (and any required substantiating documentation), or within thirty (30) days of any date specified in the Agreement for making that advance payment, whichever is later. If CMHC disputes an invoice for any reason, CMHC will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of this Section 3.2 once the dispute is resolved.

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

3.4   Subject to Section 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.

3.5   **Method of Payment**

All payments due under this Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in section 3.2 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.

3.6   **Direct Deposit and Income Tax Reporting Requirement**

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

3.7   **Audit**

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor agrees to allow CMHC's internal and external auditors and CMHC's regulatory agencies the right to examine, at any reasonable time, any and all records relating to the Services identified herein. The Contractor agrees to provide CMHC's internal or external auditors and CMHC's regulatory agencies with sufficient original documents relating to the Services described herein in order to conduct any audit procedures. Any audit may be conducted without prior notice; however CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Section 4.0 - General Terms and Conditions

4.1   **Intellectual Property Rights**

All of CMHC's Information (as defined under Section 4.2 of this Agreement) and all materials, reports and other work product produced under this 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 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 CMHC Information, whether or not it is marked as confidential. The Contractor may use and disclose general knowledge, experiences, skills, and ideas that it may develop or acquire in connection with performing the Services, subject to compliance with the confidentiality provisions in this Agreement.

4.2   Confidentiality, Privacy and Access to Information

4.2.1   Confidentiality and Non-Disclosure of CMHC Information

(1) In this section, "**CMHC Information**" refers to any and all information of a confidential nature, including all personal information, which 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 this Agreement, unless otherwise specifically agreed to in writing by CMHC.   The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement and, provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. In the event that a breach of confidentiality occurs, the Contractor will promptly notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

(2) 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 promptly following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

(3) Notwithstanding the foregoing, the Contractor shall be permitted to retain a copy of the records as is required by law or professional standards. Further copies of the records

stored in the electronic backups of the Contractor shall be destroyed in accordance with their ordinary life cycle. The Contractor shall ensure that CMHC Information **shall remain in Canada** and accessed from/ within Canada and by individuals who have obtained the appropriate security screening as per Government of Canada security screening classification and expressly agrees to segregate CMHC Information, whether in electronic format or in hard copy, from other information by physical or electronic means. Without limiting the generality of the foregoing, the Contractor shall 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 except as provided for in this Agreement, without the prior written consent of CMHC.

(4) The Contractor shall, at all times, ensure to transmit information between the Contractor and CMHC through secure means of transmission. In addition, when CMHC Information is stored, the Contractor will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in Schedule "B" ("Privacy and Security Requirements") attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in Schedule "B". The requirements of Schedule "B" will be binding on any third party to whom the Contractor outsources any of its IT or information management functions or who is managing such functions on behalf of the Contractor. In addition to the requirements set forth in Schedule "B", the Contractor shall, to the extent the information contains personal information, comply with applicable Canadian privacy laws.

(5) Where the Contractor may be required to disclose CMHC Information pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority, the Contractor shall: (a) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.

4.2.2 Privacy

(1) Contractor acknowledges and agrees that all personal information collected or accessible to Contractor in the course of providing the Services, including CMHC personal information constitutes Confidential Information of CMHC to which the provisions of Section 4.2.1 apply, except to the extent such provisions are inconsistent with this Section 4.2.2, which prevails with respect to CMHC personal information. In addition to the foregoing obligations, Contractor will:

(2) Handle all CMHC personal information in accordance with Canadian privacy laws;

(3) Subject to Section 4.2.2 (1), perform its obligations under this Agreement in a manner that will facilitate CMHC's compliance with Canadian privacy laws;

(4) if requested by CMHC, within five Business Days from the date upon which the request was made by CMHC, to the extent Contractor has possession or control of CMHC personal information, either: (i) update, correct or delete CMHC personal information or modify the individual's choices with respect to the permitted use by CMHC of such CMHC personal information; or (ii) provide access to CMHC or to its other service providers to enable it to perform the activities described in clause (i) itself;

(5) if Contractor receives a request for access to CMHC personal information that is under the possession or control of Contractor immediately refer such request to CMHC, and respond to any such request only by making reference to such referral; and, if CMHC is required by any Canadian privacy laws to provide CMHC personal information to an individual that is in Contractor's possession or control, at CMHC's request, provide such CMHC personal information to CMHC on or before the deadlines for such provision required to enable CMHC to comply with any deadlines applicable under such Canadian privacy laws to the provision of such CMHC personal information, provided that CMHC has given Contractor sufficient notice to meet such deadlines;

(6) if not legally prohibited (or has received a request from a law enforcement official to refrain) from doing so, notify CMHC of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by a governmental or regulatory authority for the disclosure of CMHC personal information, and, to the maximum extent permitted by applicable law, reasonably cooperate with CMHC in its efforts to oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request;

(7) immediately notify CMHC if Contractor receives notice from any governmental or regulatory authority alleging that CMHC or Contractor has failed to comply with Canadian privacy laws in connection with the performance of this Agreement, or if Contractor otherwise becomes aware and reasonably believes that Contractor or CMHC may have failed or may in the future fail to comply with Canadian privacy laws in connection with the performance of this Agreement;

(8) at CMHC's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to CMHC or CMHC personal information;

(9) provide reasonable assistance to CMHC in responding to and addressing any complaint relating to the handling of CMHC personal information in the course of the performance of the Services; and

(10) upon CMHC's written request, provide CMHC with an updated list of all Contractor personnel that have handled CMHC Personal Information.

4.2.2 Privacy Breach Notification

Upon becoming aware of the occurrence of any security breach or privacy breach, Contractor will do the following, subject to applicable law:

(1) immediately, but in any event not later than two (2) business days from the date Contractor becomes aware of the occurrence of such security breach or privacy breach, notify CMHC by telephone and in writing;

(2) take all steps necessary to enforce against any person that is or may be engaging in such unauthorized handling any rights that Contractor has to require such Person to comply with any obligation of confidence to Contractor and to cease such unauthorized activities;

(3) do all things, execute all documents and give all assistance reasonably required by CMHC to enable CMHC to enforce against any person that is or may be engaging in such unauthorized handling any rights that CMHC has to require such person to comply with any obligation of confidence to CMHC and to cease such unauthorized activities; and

(4) if the security breach involves CMHC personal information, then, if requested by CMHC, reasonably cooperate with and assist CMHC in CMHC's communication with the media, any affected Persons (by press release, telephone, letter, call centre, website or any other method of communication) and any governmental or regulatory authorities to explain the occurrence of the security breach and the remedial efforts being undertaken. The content and method of any such communications will be determined by CMHC and Contractor, to the extent such content refers to Contractor, acting reasonably. Additionally, Contractor shall assist CMHC in mitigating any potential damage and take such commercial steps as are directed by CMHC to assist in the investigation, mitigation and remediation of each such security breach. As soon as reasonably practicable after any such security breach, Contractor shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with CMHC. Contractor shall provide updated information to CMHC should additional details be discovered regarding the cause, nature, consequences, or extent of the security breach.

4.2.3   Access to Information

(1) Contractor acknowledges that the Access to Information Act applies to CMHC and may require the disclosure of information. The Parties will comply with the provisions of the Access to Information Act, including in connection with a request under the Access to Information Act by a third party for access to information ("Access to Information Act Request").

(2) If an Access to Information Act Request is made to Contractor (rather than to CMHC) for access to any CMHC Information, Contractor will: (a) not communicate with or respond to the Person making the Access to Information Act Request, except as directed by CMHC in writing; (b) promptly, but in any event within seven days (or such other period of time as may be agreed by the Parties) of the receipt of such Access to Information Act Request, forward that Access to Information Act Request to CMHC; and (c) without detracting from CMHC's responsibilities and Contractor's rights under the Access to Information Act, reasonably cooperate with CMHC as necessary to enable CMHC to respond to each Access to Information Act Request or otherwise comply with the Access to Information Act.

(3) The Contractor advises that it is its position that this Agreement and certain of the schedules hereto, and certain records in the possession and control of CMHC with respect to the Services contain confidential commercially sensitive information of the Contractor, and the Contractor will be provided an opportunity to respond to any Access to Information Act Request and submit proposed redactions in respect of same to the extent that Contractor is permitted to submit proposed redactions under applicable law. CMHC will make commercially reasonable efforts to notify Contractor of a request under any Access to Information Act Request that involves confidential commercially sensitive information of Contractor.

4.3   Contractor's Indemnification

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services, which indemnity includes any claims by third parties relating to data breaches of CMHC Information. 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. The Contractor shall indemnify, defend and hold harmless CMHC, its officers and employees from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and damages arising out of any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret. CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence. Further, the Contractor agrees that it shall be responsible for the payment of any costs pertaining to its insurance deductibles/self-insured retentions, so that Contractor's indemnity to CMHC shall not be impacted, reduced or inconvenienced by any such deductible/self-insured retention.

4.4   Independent Contractor

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of this 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 this 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.

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.

(1) Commercial General Liability Insurance

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than $5,000,000 inclusive for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, liability for products and completed operations, broad form coverage, contractor's liability, non- owned automobile, employer's liability, contractual liability and liability specifically assumed under this Agreement. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

(2) Professional Errors & Omission Liability

Professional Liability Insurance with insurers licensed to do business in Canada with a limit of not less than $5,000,000 per claim providing coverage for but not limited to, actual or alleged acts, errors or omissions; economic loss arising from or related to errors or omissions committed by the vendor, its agents, contractors 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 period of five (5) years following the expiration or early termination of this Agreement.

(3) Computer Security and Privacy Liability

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than $10,000,000 per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the vendor, its agents, contractors or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the vendor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

  i. unauthorized use/access of a computer system
  ii. defense of any regulatory action involving a breach of privacy or transmission of malicious code
  iii. failure to protect confidential information (personal and commercial information) from disclosure
  iv. notification costs, whether or not required by statute.

CMHC shall be named as an additional insured under the aforementioned policies. Said policies to contain no provision that would prevent, preclude or exclude a claim brought by CMHC. The policy shall be renewed continuously for a minimum of three (3) years following expiration or early termination of this Agreement

Other conditions

The Contractor shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.
If this insurance is provided on a claims-made basis, the vendor shall maintain continuous insurance coverage during the term of this Contract and in addition to the coverage requirements above, such policy shall provide that:

  i. Policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
  ii. Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
  iii. Not less than a three year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

iv. 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. 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, or intends to make or has made a material change to, 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.

v. 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 this Agreement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any Agreement or otherwise in law.

4.10 Non-Compliance

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of this 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 this 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, pandemics, 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 this 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 this 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 in providing the Services or in the performance of this Agreement.

4.14   Official Languages

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board Policies. The Contractor agrees to 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. The Parties agree that this Agreement will be executed in the English language.

4.15   Security Measure Requirements

In CMHC's sole discretion, CMHC shall have the right to conduct assessments of the Contractor's security controls and frameworks, as they relate to the Contractor's physical or network environments where CMHC Information may be downloaded, processed or stored (the "Security Measures") as frequently as it deems necessary to safeguard CMHC Information, which assessments may be carried out by CMHC itself or by a third party on behalf of CMHC. CMHC may request that the Contractor provide the following information, within an agreed upon timeframe, to permit an analysis of the Contractor's Security Measures, which shall include:

(1) Proof, to the satisfaction of CMHC of the Contractor's implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a Protected B environment;

(2) Proof, to the satisfaction of CMHC that an enhanced threat and risk assessment has been conducted on the Contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures;

(3) Proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures, and on the virtual server that is created for use with CMHC data;

(4) Provide CMHC with a "Security Controls Checklist" as detailed within one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent.

(5) From time to time and upon written request by CMHC, provide a written acknowledgement, within ten (10) days of such request and to the satisfaction of CMHC, outlining how the Contractor will adjust its Security Measures to meet or exceed the minimum security safeguards as outlined in this contract.

(6) From time to time and upon written request by CMHC I&T Security Risk Management, provide written acknowledgement assuring CMHC that security controls are being managed in accordance with a Protected B environment throughout the Term of this Agreement. The contractor will be required to ensure that any additional safeguards have been implemented to address any residual risks identified by it or by CMHC.

Requirement to Remain in Canada. The Contractor agrees that none of CMHC's Information (as defined under Section 4.2 of this Agreement) will travel through, or be housed in servers outside of Canada during the Term of this Agreement.

4.16   Backup and Recovery of CMHC's Data

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

4.17   Service Levels

Minimum Availability Level. The Services must be available to CMHC twenty-four (24) hours a day, 365 days a year, and must be available 99.9% of the time.

Changes in Functionality. During the Term of this Agreement, the Contractor must continue to deliver the Services as described in this Agreement. Where the Contractor has reduced or eliminated functionality in the Services, CMHC will provided written notice of concerns and allow the Contractor thirty (30) calendar days to rectify the concerns after which, at CMHC's sole discretion, CMHC will have, in addition to any other rights and

remedies under this Agreement or at law: (i) the right to immediately terminate this Agreement by providing ten (10) calendar days' notice to the Contractor, and (ii) be entitled to a refund of any advanced payments pre-committed by CMHC to the Contractor for the remainder of Term. If the Contractor removes any functions from the Services and offers those functions in any new or other services, the Contractor agrees to provide to CMHC as part of CMHC's License, the part of those new or other services which contain the relevant functions, or the whole programs to the extent that the relevant functions cannot run separately, pursuant to the same terms and conditions of this Agreement. Where the Contractor increases functionality in the Services, such functionality must be provided to CMHC without any increase in the cost of the Services as listed under Schedule "A" of this Agreement.

4.18   Extras

Except as otherwise provided in this 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

This 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 this Agreement or impose any liability upon CMHC.

4.20   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, the Contractor agrees that 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.

4.21   Severability

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

4.22   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 Addenda and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.23 Binding

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

4.24 Survival of Terms

Any terms of this Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective heirs, executors, administrators, successors and assignees. Without limiting the foregoing, the Contractor's obligations under Sections 3.7 (Audit), 4.1 (Intellectual Property Rights), 4.2 (Confidentiality and Non-Disclosure of CMHC Information), 4.3 (Contractor's Indemnification), 4.8 (Insurance), and 4.13 (Laws Governing Agreement), shall survive the expiry or termination of this Agreement regardless of the method or manner in which it is terminated.

Section 5.0 - Agreement Administration

5.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing this Agreement. The individuals named in article 5.2 are the initial agreement administrators. The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the Services carried out under this Agreement.

5.2 Notices

All notices issued under this Agreement shall be in writing and shall be forwarded via e-mail as follows:

Invoicing:

CMHC Accounts Payable
AccountsPayable@cmhc-schl.gc.ca

Note – a Purchase Order will be issued by CMHC subsequent to the execution of this Agreement. The PO number must be shown on all invoices**.**

CMHC Procurement:
David LaBerge,
Sr. Procurement Advisor
700 Montreal Road
Ottawa, Ontario K1A 0P7

dlaberge@cmhc.gc.ca (613) 748-4794

CMHC Client and End User:

Contractor:

Article 6.0 - Documents comprising this Agreement

6.1 The "Agreement Documents" consist of the following and collectively form the Agreement:
   i)   This form of Agreement as executed as of the date of the last signature on the signature page;
   ii) Schedule "A" - Services and Basis of Payment;
   iii) Schedule "B" – Privacy and Security Requirements; and
   iv) Schedule "C" – Data Custodian.

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

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

NAME OF CONTRACTOR   **CANADA MORTGAGE AND HOUSING CORPORATION**

Signature	*Signature*
Name & Title	*Name & Title*
Date	*Date*

SCHEDULE "A"

SERVICES AND BASIS OF PAYMENT

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, the Contractor will be paid in accordance with the fees set out in Table 1 below:

TABLE 1

Item No.	Description	Qty.	Unit of Measure	Period	TOTAL (CDN)
1					
	Sub-total				
	HST				
	TOTAL				

Note – Contractor to insert description of the Services.

SCHEDULE "B"

PRIVACY AND SECURITY REQUIREMENTS

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

"**Secure Server**" means a secured Canadian located server defined under Section 4.15 of the Agreement.

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

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

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

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

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

"**Portable Storage Devices (PSDs)**" means devices that are portable and contain storage or memory into which users can store information, including, but not limited to, laptops, CD-ROMs, flash memory sticks, backup media and removable hard disks.

"**System**" means a single IT-related device, a component of such a device or a group of IT-related devices that may be used to receive, store, process or transmit information. This includes, but is not limited to, personal computers, servers, laptops, tablets, smart phones, virtual computers and cloud based virtual systems.

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

Privacy and Security Requirements:

The Parties are required to protect the CMHC Information in accordance with applicable direction and guidelines of the Treasury Board of Canada ("TBS"), or their equivalent in the case of the Contractor, with respect to the protection of "Protected B" data, including guidance from CSE (ITSG-33), as they may be updated from time to time by TBS. Further as a federal government

institution, the Contractor acknowledges that CMHC is subject to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and therefore the Contractor agrees to submit to whatever measures are necessary in order to ensure that CMHC can comply with these laws and their related regulations, policies, and directives ("**ATIP Legislation**"). As such, the Contractor agrees: (i) to protect any personal information within the CMHC Information that it may come into contact with by accessing the Secure Server within which CMHC Information will reside in a manner that is compatible with provisions of the ATIP Legislation, and (ii) will ensure that it has in place appropriate privacy protection measures to safeguard all CMHC Information that it has access to under this Agreement. More specifically, the Contractor will, as required by Section 4.15 of this Agreement, comply with the "**Security Requirements**" described below at all times:

(1) Provide proof it has the controls in place to meet Protected B safeguards based on ISO27001:2013, ITSG-33 or equivalent

(2) Provide proof that a threat and risk assessment has been completed and actioned pertaining to the network.

(3) Provide proof that the Contractor conducts a third party threat and risk assessment on its network on a yearly basis for the life of the Agreement and provide documented proof of completion.

(4) Provide proof that a network vulnerability scan has been conducted in the last year and actioned

(5) Provide proof that application vulnerability scans have been conducted on all applications that will process CMHC Information

(6) Conduct third party network vulnerability scans on network every 2 years for the life of the Agreement and provide documented proof of completion. Scans must be conducted for patch/updates of applications or hardware changes

(7) Provide proof that physical security requirements are in place to meet RCMP standards for the safeguarding of Protected B data.

(8) The Parties will provide to each other a copy of their incident response and privacy breach processes. The Contractor will ensure and certify in writing to CMHC that its processes have been integrated with CMHC's processes.

(9) Must ensure that all data resides within Canadian borders

(10) Provide proof of SOC1, SO2 or SOC3 reports for its cloud environments.

Physical and Logical Access:

(1) CMHC Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the Secure Server will be escorted by an Authorized Person at all times. The Secure Server can be within a series of buildings, one entire building, an entire floor within a building, or a single room, but will nevertheless be located in Canada. Once the perimeter of the Secure Server is defined, these requirements apply to all areas

within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building. CMHC may approve other secure environments within Canada that provide a similar level of protection to the CMHC Information.

(2) Access to CMHC Information is limited to Identified Persons. The duties of the Data Custodian, as stated in Schedule "C" of this Agreement, includes maintaining an auditable trail on access to CMHC Information by Identified Persons. Under no circumstances will Visitors be permitted to access the CMHC Information.

(3) Where CMHC has granted the Contractor access to CMHC Information, the Contractor will ensure that it has stringent access controls in place, including the following measures:
   (i) The Contractor agrees that all CMHC Information will be encrypted at rest, and the encryption keys shall be stored in the Azure key vault and provided to its employees, personnel, or sub-contractors only when needed for support purposes,
   (ii) The Contractor agrees to notify CMHC in writing prior to any individual access to CMHC Information, at least one (1) business day prior to a scheduled database maintenance, and as soon as is reasonably possible for emergency maintenance, unless directed in writing by CMHC to access the CMHC Information to service CHMC.
   (iii) The Contractor agrees to notify CMHC in writing and without using individual identifiers, of any occurrence where a
   (iv) employee, personnel, or sub-contractor, having administrative responsibilities towards (a) CMHC's Information or (b) encryption keys that decrypt CMHC Information, is disciplined for any security breach where the method of such disciplinary action includes: (a) laying a charge for criminal offense, when such action is permitted by law, and/or (b) revocation of a security clearance.

(4) The Contractor agrees that, where system or database support functions require access to unencrypted CMHC Information, support shall be provided from within Canada and by individuals who are appropriately screened through the Canadian Industrial Security Directorate (CISD) or CMHC Security Screening Services.

IT Storage and Transmission:

(1) Pursuant to Section 4.2 of the Agreement, the Contractor will ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information from any other information in a database or repository within an Operations Zone as defined in CSE's ITSG-22 publication. All Systems with access to CMHC Information will employ Logical Access Controls at the device and network level and will have functional and current antivirus software. All administrative access to the Secure Server, and CMHC Information, shall be on a need-to-know basis enforced by Logical Access Controls.

(2) The Contractor agrees that, where CMHC Information is held on PSDs, complex passwords with encryption will be used. Subject to the Contractor's obligation under this Agreement to ensure that CMHC Information remains in Canada during the Term of this Agreement, the Contractor agrees that where CMHC information is transmitted outside the Secure Server, and wherever possible within the Secure Server, encrypted transmission protocols will be used. The encryption levels will meet the latest Communications Security Establishment Publications (ITSP.40.111 ("at rest" cryptographic algorithms), and ITSP.40.062

(transmission protocols)) for "Protected B" information. This applies equally to backups of CMHC Information stored on PSDs.

(3) The Contractor agrees that all CMHC Information stored on disk, when not in use, will be encrypted with an approved algorithm and key length in accordance with CSE's Cryptographic Algorithms Publication (ITSP.40.062).

(4) Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where CMHC Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the Secure Server. Unless CMHC Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured. The Contractor further agrees that all transmission outside the Secure Server environment, but within Canada, and all storage of CMHC Information in any environment must be encrypted when not being actively processed.

(5) The Contractor agrees that the database containing CMHC Information will be segmented from all other of the Contractor's clients' data (as a single tenant) in an Operations Zone as defined in CSE's Network Security Zone Considerations document (ITSG-38), using approved zoning concepts as described in CSE's Network Security Guidance document (ITSG-22).

Physical Storage:

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

Information Copying and Retention & Record Management:

(1) Copies and extracts of CMHC Information may only be made for the purposes of carrying out the Services as covered by this Agreement. When no longer needed, any such copies or extracts will be destroyed in a secure manner as required under Section 4.2 of this Agreement (as applicable). Paper documents containing CMHC Information will be destroyed (shredded) in a secure manner before disposal.

(2) CMHC metadata collected from CMHC and problem reports, which are used by the Contractor directly for the provision of Services, may not be used for any other purpose, including but not limited to advertising, corporate decision-making or sales references. Further, a detailed list of all metadata and audit data that are retained after the source records have been destroyed will be provided to CMHC within fifteen (15) days of secure sanitization of the source records.

(3) All electronic storage media used in the processing of CMHC Information, including all back-up, PSDs, photocopiers and other electronic media where the CMHC Information has been electronically stored, will be sanitized or destroyed, in accordance with the latest

Communications Security Establishment Publication (ITSD.40.006) for "Protected B" information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to Section 4.2 of this Agreement (as applicable).

(4) Upon written request by CMHC, all CMHC data records and files will be returned to CMHC and the media on which they were stored will be sanitized according to the CSE's Publication describing secure disposal of Protected B (ITSD.40.006), unless CMHC requests otherwise in writing.

(5) The Data Custodian agrees to establish and maintain an inventory of all data files received from CMHC, as stated in Schedule "C".

(6) The Contractor agrees to maintain secure electronic signature processes and agreements with Secure Electronic Signature providers in a manner compliant with the *Canada Evidence Act*, such that signature hash values and audit trails of the signature process, once applied to a document, shall be protected from modification.

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

SCHEDULE "C"

DATA CUSTODIAN

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

(1) Prepare a document for the use of the Contractor's employees and sub-contractors engaged by the Contractor, outlining the terms and conditions governing the use of CMHC Information, as well as the procedures to send, receive, handle and store the CMHC Information (hereinafter the "Confidentiality Document"). The Confidentiality Document will include the following terms and conditions of this Agreement: (i) confidentiality of the CMHC Information, as specified in the Agreement; (ii) use of the CMHC Information, as specified in the Agreement; (iii) access to the CMHC Information, as specified in the Agreement; and (iv) security requirements, as specified in the Agreement, including those requirements outlined under Schedule B of the Agreement. Prior to granting access, the Data Custodian will ensure that every employee and every sub-contractor engaged by the Contractor who accesses CMHC Information has agreed in writing to comply with the terms of this Agreement by signing an acknowledgment that they have read, understood and agree to comply with the terms and conditions of this Agreement as highlighted in the Confidentiality Document.

(2) Acknowledge receipt of each data file received from CMHC pursuant to this Agreement, and maintain a register of all such files, containing the following information:

- Date received;
- File name and reference period;
- Name of Contractor's employee who received the file from CMHC;
- Employee at CMHC granted access to the CMHC Information;
- Name of Contractor's employee responsible for safekeeping of the file; and
- Date the file was destroyed or returned to CMHC (if applicable).

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

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

APPENDIX E – CMHC'S TECHNICAL ENVIRONMENT

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

Logical Architecture
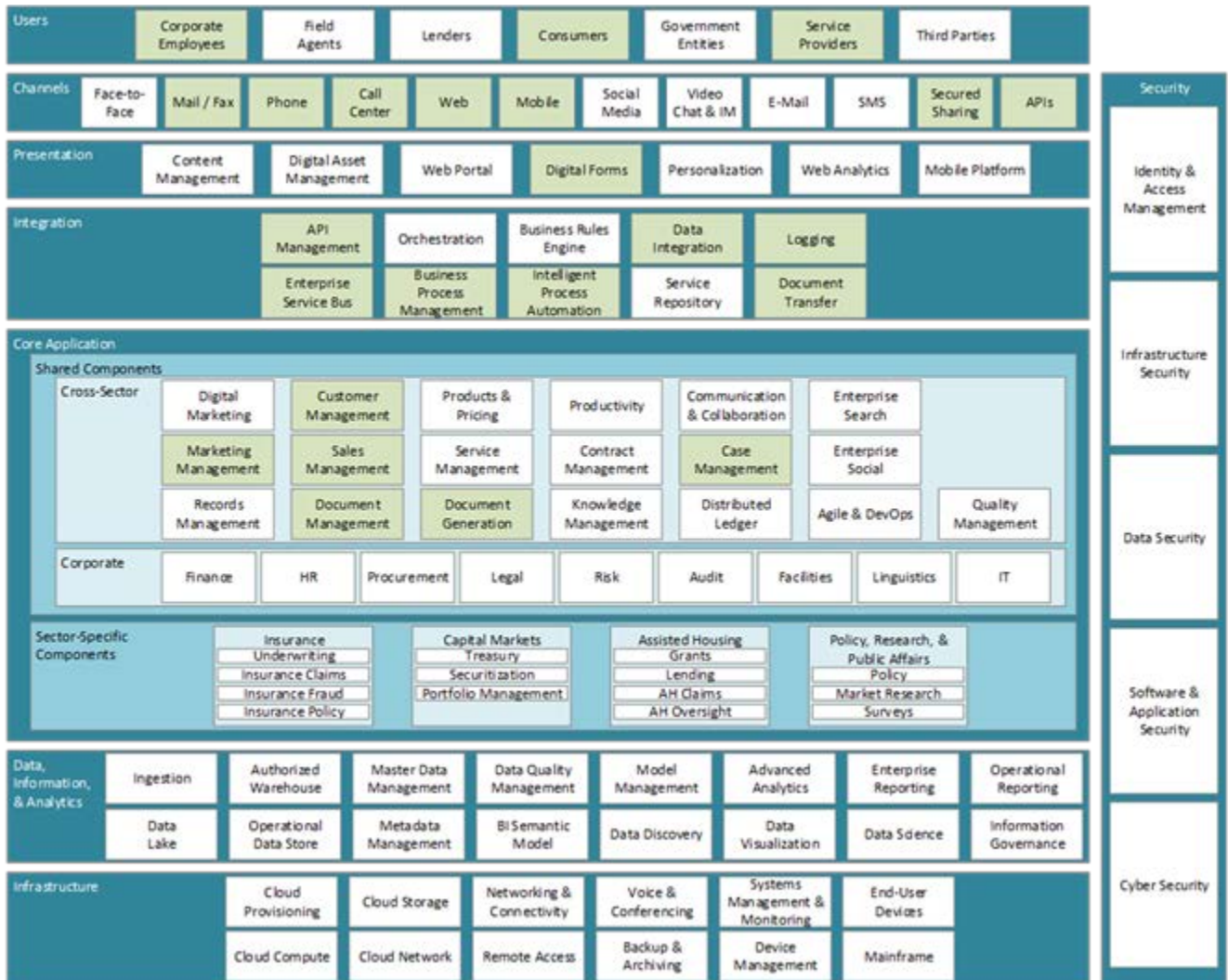
APPENDIX F – PRIVACY RISK MANAGEMENT QUESTIONNAIRE

1. PRIVACY MANAGEMENT STRUCTURE

Please provide:

a. An organizational chart indicating the privacy functions within your organization.

b. Position descriptions of the senior privacy management function.

c. Terms of Reference for Board committees that are responsible for oversight of the privacy function.

2. POLICY/PROCESS MANAGEMENT

2.1 Provide copies of existing privacy and information security policies.

2.2 Please describe:

a. How your firm develops, approves and implements privacy policies that cover the service to be provided.

b. How such policies are communicated to employees, agents and sub-contractors.

c. How your firm develops and approves privacy -related processes that cover the service to be provided.

d. The process and timetable for the review/updating of such policies and processes.

e. How will you align to CMHC's records and data retention requirements, and records management-related policies?

2.3 Where your firm uses agents or sub-contractors (or other third party service providers), please describe:

a. How your firm ensures adherence to your privacy obligations to CMHC.

b. How your firm provides personal information to such third parties for the performance of services to the Service Provider on behalf of CMHC.

2.4 Describe how your firm actively manages privacy risks (i.e. do you have a Risk Management Program)?

3. TRAINING AND AWARENESS

3.1 Please describe:

a. What privacy training your firm provides to employees, agents and sub-contractors that will be involved in providing the service to, or on behalf of, CMHC.

b. How it provides general privacy training to new employees, agents and subcontractors?

c. How your firm documents who receives privacy training?

d. How your firm updates its training to reflect changes in technology, policy or processes?

4. MONITORING / CONTROLS

4.1 Describe how your firm monitors compliance with privacy-related policies and processes.

More specifically:

a. What applications/processes are monitored?

b. What is the frequency of monitoring?

c. What kinds of anomalies are noted for review?

d. Who conducts the monitoring?

e. How are paper records, if any, audited/monitored for deficiencies, gaps or lost records?

f. How are audit/monitoring efforts reflected in changes to policy or processes?

4.2 Does your firm obtain periodic independent audit reports with respect to its operations?

a. If yes, are third party security standards used in the preparation of such reports in addition to your firm's security policies?

4.3 Please describe:

a. Which categories of employees, agents or sub-contractors are provided access to CMHC personal information?

b. How such employees, agents or sub-contractors are provided access to CMHC personal information, including the circumstances for access and the limitations, if any, on access.

4.4 Where CMHC personal information data is stored in electronic databases, what processes are used to:

a. Authenticate authorized users?

b. Terminate access when users change roles or leave the Service Provider?

4.5 Describe your firm's processes related to the destruction of:

a. Information technology equipment (e.g. server hard drives, mobile devices).

b. Records.

4.6 Where electronic systems are used, please describe the change management process used to ensure

that changes in software configurations or versions do not adversely affect the availability and integrity of CMHC personal information.

5. DATA STORAGE

6.1 Where CMHC personal information data is stored in electronic databases:

a. Where are the databases located? Are the databases accessible outside of Canada?

b. How have you prepared for General Data Protection Regulation?

6.2 Are you able to provide an inventory or data map of where CMHC records and personal information will be stored within your IT environment (i.e. including backup servers)?

6.3 Where CMHC personal information data is stored in paper records:

a. Where are the records located?

6. INCIDENT RESPONSE

"Incident" is defined simply as an event that adversely affects the confidentiality, integrity or availability of CMHC personal information held by a Service Provider during the course of providing the contracted service(s).

7.1 Has your firm:

a. Had any privacy breaches with respect to client information?

b. Been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g. the Office of the Privacy Commissioner of Canada, etc.)?

7.2 Has any agent or subcontractor been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g. the Office of the Privacy Commissioner of Canada, etc.)?

7.3 Does your firm carry any insurance with respect to breaches?

7.4 Please describe how your firm identifies, investigates and manages privacy incidents.

7.5 More specifically, please describe:

a. What triggers your firm's incident response plan?

b. Who is involved in incident response?

c. How your firm decides to notify CMHC?

d. How your firm decides to notify any individuals affected by the incident?

e. How your firm incorporates "lessons learned" from incidents into policy or process improvements?

7. REQUESTS FOR ACCESS/CORRECTION TO PERSONAL INFORMATION

7.1 Please describe your firm's processes for the handling of requests:

    a. For access to personal information by individuals to whom the information belongs?

    b. To correct or rectify information about individuals?

7.2 Who is responsible for responding to access and correction requests?

7.3 How are individuals advised about their right to access and correct personal information?

7.4 How does your firm inform people about decisions to grant or refuse access/corrections?

7.5 Please describe your firm's process where requests for access to CMHC personal information are received from law enforcement or other government authorities?

8. SECURITY/PRIVACY COMPLIANCE

8.1 What security standards do you ascribe to (i.e., NIST, ISO, ANSI etc.)?

8.2 How often do you perform security checks, assessments, audits, and access reviews?

8.3 How often do perform privacy impact assessments?

8.4 How will you assist CMHC during a PIA or security review (e.g., are you able to provide requirements, process documentation, participate in interviews etc.)?

8.5 Can you provide proof of compliance to privacy and security requirements (i.e., copies of PIA, ISO certifications, independent audit reports)?

APPENDIX G

BUSINESS CONTINUITY MANAGEMENT ATTESTATION FORM

Part 1. Service Provider Information			
(to be completed by Service Provider)			
Company Name:		Department:	
Contact Name:		Title:	
Telephone:		E-mail:	
Business Address:		City:	
State/Province:		Country:	Postal Code / Zip Code:
Company Website (URL):			

Part 2. CMHC Operational Manager Information			
(to be completed by CMHC Operational Manager responsible for Service Provider`s Contract).			
Contract File Number:			
Contract Effective Date:		Contract End Date:	

Part 3. Service Provider's Business Continuity Management Attestation Requirements (to be completed by the Service Provider)

The following attest that the Service Provider services governed by the Contract and any related Service Level Agreement(s) are compliant with CMHC's business continuity`s requirements as listed below.

Please select the appropriate "Compliance Status" for each CMHC`s BCM requirement governed by the Contract and any related Service Level Agreement (s). If the answer is "No" to any of the requirements, you are to provide the date when you foresee your Organization being compliant with a brief description of the action that will be undertaken.

BCM Requirement	Description	Compliance Status (Select One)	In accordance with the contract Remediation Date and Actions (if Compliance Status is "No")
1	Business Impact Analysis in place and updated on annual basis	☐ Yes ☐ No ☐ N/A	
2	Business Continuity Plans in place and updated on annual basis	☐ Yes ☐ No ☐ N/A	
3	The Plans include communications strategies, critical contact names, telephone numbers and notification mechanism	☐ Yes ☐ No ☐ N/A	
4	Business Continuity Plans exercise on annual basis	☐ Yes ☐ No ☐ N/A	
5	Disaster Recovery Systems Testing on annual basis in accordance with the Recovery	☐ Yes ☐ No	

	Time Objective (RTO) in the contract	☐ N/A	

Sub-contracting

Please confirm (and where possible provide documentation) whether the business functions/services you provide to CMHC will be sub-contracted.

☐ Yes   ☐ No

☐ N/A

Please confirm that the sub-contractor's Business Continuity and Disaster Recovery Plans meets the requirements outlined in Part 3.

☐ Yes   ☐ No

☐ N/A

I identify and attest that all dependencies including our third party service providers support and are compliant with the current service level agreements/contracts with CMHC at all time.

☐ Yes   ☐ No

☐ N/A

Part 4. Service Provider Acknowledgments

(to be completed by the Service Provider)

The *[insert Service Provider's name]* meet CMHC's Business Continuity Management attestation requirements as outlined in part 3 which must maintain full compliance at all times.

Service Provider's Executive Officer Name (or delegated authority) *(printed):*	Title:
Signature, Service Provider's Executive Officer (or delegated authority)	*Date:*

Part 5. Validation

(to be completed by CMHC BCM Lead)

Based on the results noted in this CMHC BCM Attestation Form *[insert service provider name]* asserts the following compliance status (check one):

☐   **Compliant:** All CMHC`s BCM requirements are met.

☐   **Non-Compliant:** Some CMHC`s BCM requirements are not met.

☐ **Target Date** for Compliance as per Part 4 *Action Plan for Non-Compliant Status*:

An entity submitting this form with a status of "Non-Compliant" may be required to complete the Action Plan in Part 3 of this document fully or partially depending on the issue at hand.

CMHC BCM Lead (or delegated authority) (printed):	Title:
Signature of CMHC BCM Lead (or delegated authority)	*Date:*

Part 6. Confirmation of Compliant Status

(to be completed by CMHC Operational Manager responsible for Service Provider`s Contract.

Description of Services that is provided by CMHC:

Criticality Ranking: *Is this service mission critical to CMHC (as per CMHC Sector BCP or BIA)*	

	☐ Yes ☐ No
If the service is mission critical to CMHC please indicate the Maximum Allowable Downtime - MAD / Recovery Time Objective - RTO (as taken from CMHC Sector BCP or BIA):	☐ Yes ☐ No
CMHC Operational Manager *(printed):*	**Title:**
Signature of CMHC Operational Manager	**Date:**