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REQUEST FOR PROPOSAL (RFP)

FOR

MORTGAGE INDUSTRY DATA STANDARDS FOUNDATIONAL MATERIAL

Request for Proposal (RFP) No.:	RFP-000477
Issued:	April 27, 2021
Submission Deadline:	May 25, 2021 at 11:00 A.M Ottawa local time
Address Inquiries to RFP Contact:	Tim Webster
Email:	tjwebste@cmhc-schl.gc.ca



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PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFP

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.

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

With this RFP CMHC is seeking prospective proponents to submit proposals for Mortgage Industry Data Standards Foundational Material, as further described in Section A and B of the RFP Specifications (Appendix C).

It is CMHC’s intention to enter into an agreement 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 up to ten (10) months, with an option to extend the agreement on the same terms and conditions for an additional term of up to twelve (12) months.

1.2 RFP CONTACT

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

Tim Webster
tjwebste@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.

1.3 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 (Appendix D) are to form the basis for the agreement between CMHC and the selected proponent.

1.4 RFP PROCESS TIMETABLE

Issue Date of RFP	April 27, 2021
Deadline for Questions	April 30, 2021 at 11:00 A.M Ottawa local time
Deadline for Issuing Addendum	May 14, 2021
Submission Deadline of proposals	May 25, 2021 at 11:00 A.M Ottawa local time
Evaluation Deadline	June 10, 2021
Anticipated Contract Negotiation Period	June 15 – 30, 2021
Anticipated Execution of Agreement	July 2, 2021

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.

1.5 SUBMISSION OF PROPOSALS

1.5.1 PROCUREMENT 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>

1.5.2 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”)

The subject line of the transmission must state: **RFP-000477, MIDS Initiation.**

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 may be submitted in Microsoft Word 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.

1.5.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline **May 25, 2021 at 11:00 A.M Ottawa local time** (“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.

1.5.4 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.

1.5.5 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 Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 STAGES OF EVALUATION AND NEGOTIATION

CMHC will conduct the evaluation of proposals and negotiations in the following stages:

2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements due at time of submitting the proposal, such as licences or certificates, and detailed in Section H of the RFP Specifications (Appendix C). 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 next stage 2.1.2 A.

2.1.2 STAGE II – EVALUATION

Stage II will consist of the following two (2) sub-stages:

A. MANDATORY TECHNICAL REQUIREMENTS

CMHC will review the proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in Section I of the RFP Specifications (Appendix C), have been met. The mandatory technical 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 technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 of Part 3. Only proponents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

B. RATED CRITERIA

CMHC will evaluate each qualified proposal on the basis of the rated criteria as set out in Section K of the RFP Specifications (Appendix C).

2.1.3 STAGE III – PRICING

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix B).

2.2 RANKING AND CONTRACT NEGOTIATIONS

2.2.1 SCORING BY THE EVALUATION TEAM

The following scoring matrix has been developed to assist the Evaluation Team in the scoring process of the rated criteria detailed in Appendix C, Section K:

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
0	<u>Little or no</u> 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 in Appendix B – Pricing Form.

2.2.2 RANKING OF PROPONENTS

After the completion of Stage III, all scores from Stage II (B) and Stage III will be added together, and the proponents will be ranked based on their total scores. 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.

2.2.3 CONTRACT NEGOTIATION PROCESS

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (Part 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.

2.2.4 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 Section J of the RFP Specifications (Appendix C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

2.2.5 FAILURE TO ENTER INTO AGREEMENT

If the pre-conditions of award listed in Section J of 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.

2.2.6 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 Part 2]

PART 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

Proponents may submit their proposals in either of Canada's Official Languages, 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 technical 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.

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 in accordance with the applicable trade agreement. 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:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) 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:

- (a) is the sole property of CMHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed to third parties without prior written authorization from the RFP Contact; and
- (d) 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:

- (a) 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
- (b) 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 NON-BINDING PRICE ESTIMATES

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. 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:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) 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
- (c) 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 Part 3]

APPENDIX A – SUBMISSION FORM

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:	

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.

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.

4. NON-BINDING PRICING

The proponent has submitted its 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.

5. 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", on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. NO PROHIBITED CONDUCT

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

7. 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:

- (a) 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

- (b) 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 7 (a)(i) above, 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:

8. 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.

9. 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 E. 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. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates 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.
- (c) 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.

2. EVALUATION OF PRICING

Pricing is worth 30% points 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:

$$\text{Lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Table 1 formula:

$$\text{Lowest Total} \div \text{proponent's Total} \times 30\% = \text{proponent's pricing points}$$

3. PRICING FORM

Table 1:

Resource Title	Resource Name	Resource Level (junior, intermediate, senior, advanced etc.)	Level of effort (e.g. hours or days etc.)	Rate per Hour or Day	Total

Total excluding tax					
HST 13%					
Total including tax					

APPENDIX C – RFP SPECIFICATIONS

A. BACKGROUND

CMHC is leading an initiative to support the creation of a data standard for the Canadian mortgage industry. Data standards are an agreed upon set of data elements, data definitions and data relationships – a data reference model for the industry. CMHC has conducted research that shows sizeable benefits of data standards to the mortgage industry – [results published on the CMHC website](#) – and held a series of consultations on the governance model options for data standards in Canada. This statement of work is to outline services whereby the selected proponent will create the foundational materials for the initiation of a data standard organization in Canada. The proponent will be required to create documentation in both official languages that will be required for a successful launch of operations. The proponent will be required to create the materials in alignment with the criteria expressed by the industry during the industry consultations. CMHC shall have ownership of the created documentation.

The mortgage industry is data intensive, requiring a mass of information concerning the property, the borrower, the lender and the loan. Further, the decentralized nature of the market means that this information must be exchanged between many different firms at various stages of the mortgage lending cycle including underwriting, mortgage insurance, title insurance, appraisal, servicing, securitization, property insurance, etc. While all firms require the same kinds of information, there is currently no agreement between the various players on specific data point definitions or a specific process for recording or transmitting information. Data standards is the creation of a reference model agreed to industry-wide that facilitates the exchange of data. Research has shown that data standards can help achieve a stable and efficient mortgage market that promotes CMHC's aspiration that by 2030, everyone in Canada has a home they can afford and meets their needs.

B. THE DELIVERABLES

Standards Council of Canada Accreditation

The Standards Council of Canada (SCC) is a federal agency, which leads and facilitates the development and use of national and international standards and accreditation services. The SCC accredits Standards Development Organizations in Canada that conform to their requirements. All deliverables of this contract must meet the minimum requirements established by the SCC such that the data standards organization is eligible to be a Standards Development Organization recognized by the SCC. [The requirements and guidance is available online.](#) Additionally, the selected proponent must prepare the required documentation for the standards organization to apply for accreditation.

The selected proponent will be required to prepare the following deliverables:

A. Non-technical Material

The consultant must prepare all documents that would properly support a functioning data standards organization. This includes recommendations for registration and preparing all registration documents. Additional policies and procedures such as anti-trust policies, privacy policies, terms of use and intellectual property rights, and any other documents deemed necessary by the proponent in consultation with CMHC legal services. Further, it must include a

documented process flow for modifications and additions to the standard, including details of how a member can request a change, of how that organization deals with the request, and of how the organization approves any changes to the standard.

B. Technical Material

Using existing international data standards, Canadian regulatory standards, and industry best practices, the proponent must prepare a proposed initial industry data dictionary for discussion. A CMHC study, conducted by Actualize Consulting, mapped CMHC data to the existing US-based MISMO data standard. To maintain consistency in the North American market, the MISMO standard should be included whenever possible. The proponent should review these results in the context of the Canadian market to ensure consistency with dominant existing practices and regulatory frameworks such as BCFSA and OSFI existing data definitions. The ideal data standard is one that meets the needs of the industry, requires as few changes as possible within the industry and provides the necessary specificity to function as an effective standard.

In addition to a data dictionary, the proponent should create appropriate modelling representation of the data. Both JSON and XML are used in the mortgage industry and for international standards. The proponent is expected to provide a justification for a recommendation for either language. However, the selected proponent must be able to use both JSON and XML and a decision on which to use will be made in consultation with CMHC. This activity will follow the creation of the initial data dictionary.

The selected proponent must create the initial dictionary with consultation with a range of industry participants to ensure alignment with current practices. It would not be expected at this stage that a full consensus be reached on the defined material, though the input of industry participants should be reflected in the proposed material. The selected proponent is expected to propose the approach they would use to consult with the industry.

CMHC may require certain sections of the standard (related to mortgage securitization pool creation and Advice No. 2) early in the process. The work plan should include this consideration.

C. Education program

The proponent should create an education program for the industry that describes how to implement a data standard within an organization, the basics of the model schema, how the proposed governance model functions, and any other information the proponent, in consultation with CMHC, deems necessary for the successful implementation of data standards across the entire spectrum of the industry. The proponent is expected to determine the most appropriate method of providing this information, which may include recorded video sessions, audio recorded sessions, and/or written material. Further, when necessary, within the education program, the proponent should specify the recommended or required sequence of courses and may recommend an incentive for individuals that complete the entire program. Additional, less formal, material such as FAQs, should be prepared for less formal information sharing.

C. WORK LOCATION

The work will be performed at the selected proponent's place of business.

D. TRAVEL

No travel is anticipated in the performance of the activities described in this *Appendix C*. CMHC will not accept any travel and/or living expenses by the selected proponent to satisfy the terms of the resulting agreement.

E. 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 **RELIABILITY** 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.

F. 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 ensure all CMHC Data will reside in Canada.

G. MATERIAL DISCLOSURES

N/A

H. 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

N/A

I. MANDATORY TECHNICAL REQUIREMENTS

The following will be assessed on a pass/fail basis:

Mandatory Technical Requirement (MTR)	MTR Description
MTR. 1	Data Residency. All CMHC data, while at rest or in transit, must stay within the geographical boundaries of Canada and accessed from/within Canada.
MTR. 2	Language- Proponent must be able to work in both official languages (English and French)
MTR. 3	Programming- Proponent must be able to use both JSON and XML

Proponents must provide a statement per each MTR as to how the proponent is in compliance with the mandatory technical requirement(s) outlined above.

J. PRE-CONDITIONS OF AWARD

a. Reference Check

Proponent's reference check must confirm that the history and skillset is as described in the proposal.

K. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Rated Criteria Category	Weighting (%)
R.1 Experience and qualifications of the organization	5%
R.2 Proposed approach, Work plan, schedule and methodology	45%
R.3 Experience and qualification of the proposed resource(s)	15%
R.4 Outline of risks and challenges	5%
Stage III - Pricing (See Appendix B for details)	30%
Total	100%

Submission requirements (proposal content) for each rated criteria category

Note:

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.

R. 1 EXPERIENCE AND QUALIFICATIONS OF THE ORGANIZATION (PAGE LIMIT: [1])

- R.1.1 Provide a brief description of your organization (overview and history);
- R.1.2 Outline your experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate).

R. 2 PROPOSED APPROACH, WORKPLAN, SCHEDULE AND METHODOLOGY (PAGE LIMIT: [7])

- R.2.1 Describe why your organization is ideally suited to provide the Deliverables to CMHC;
- R.2.2 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;
- R.2.3 Describe your understanding of the scope of work, proposed approach and rationale.
- R.2.4 The proponent shall describe the proposed methods it will use to accomplish the work outlined in Appendix C section B (The deliverables), and who from the firm will be responsible for what tasks.
- R.2.5 Please describe how you will meet all of CMHC's requirements set out in Sections B in this Appendix C;
- R.2.6 Specifically, name the key representative(s) for the CMHC account and provide their qualifications.
- R.2.7 The proponent shall provide a proposed work plan including a schedule of tasks and deliverables.

R. 3 EXPERIENCE AND QUALIFICATIONS OF THE PROPOSED RESOURCES

- R.3.1 Please list the proposed resources in the applicable area of expertise (one page limit). Where possible, please indicate the corresponding resource level and resource title in accordance with the pricing form, beside the resource name for ease of cross-reference;
- R.3.2 Please provide a brief bio and qualifications (one page per resource) of the resources assigned to applicable areas of expertise; and
- R.3.3 Please briefly describe the role and level of involvement of the key resources in the examples described under R.3.4 above.
- R.3.4 Please provide the desired skills and experiences:
 - a. The proponent should have relevant legal expertise.
 - b. The proponent should have experience in dealing with mortgage industry data, processes, regulation and reporting, and sufficient knowledge of related financial technologies.
 - c. The proponent should demonstrate a good understanding of industry standards.
 - d. Experience in MISMO implementation and other technology standards implementation is considered assets.

R.4 OUTLINE OF RISKS AND CHALLENGES (page limit: [2])

R.4.1 In this section, the proponent should provide detailed descriptions of the risks and challenges anticipated in relation to the Scope of Work and proposed mitigation measures.

L. PRESENTATION

N/A

M. REFERENCES

CMHC may contact these references as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process) and/or as per Section J. Pre-conditions of Award (Appendix C – RFP Specifications).]

APPENDIX D – FORM OF AGREEMENT



CMHC SERVICES PURCHASE AGREEMENT

CMHC FILE No.

THIS AGREEMENT ("Agreement") is executed

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7
(Hereinafter called "CMHC")

AND

XXXXXXXX
[ADDRESS]
(Hereinafter called the "Service Provider")

Each individually referred to herein as a "Party"
Together referred to herein as the "Parties"

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

Article 1.0 - The Services

- 1.1 The Service Provider covenants and agrees to undertake and/or provide services (all of which is hereinafter referred to as "the Services") as described in **SCHEDULE A**.
- 1.2 The Service Provider represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of this Agreement. The Service Provider warrants that the Services will be performed in a professional manner.

Article 2.0- Term of the Agreement

- 2.1 The term of this Agreement shall be commencing on **[DATE]** and ending on **[DATE]** ("Term").

2.2 Termination

a) Termination of Agreement

Notwithstanding Article 2.1 of this Agreement, it is understood and agreed that CMHC may at any time and for any reason, terminate this Agreement with no charge or penalty, by giving ten (10) days written notice, at any time during this Agreement period

b) Obligation upon termination

In the event that a notice of termination is given, CMHC will be obliged to make payment for the value of all Services performed to the date of such notice and such value shall be determined in accordance with the rate(s) specified under this Agreement. CMHC will make payment within thirty (30) days of the date of the notice of termination or receipt of an invoice submitted by the Service Provider, whichever is later. Upon such payment, CMHC shall have no further obligation or liability of any kind to the Service Provider. Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Service Provider shall promptly, and no later than five (5) business days following termination of this Agreement, review all works in progress and forward it to CMHC

Article 3.0- Financial

- 3.1** In consideration of the performance of the Services (Schedule “A”), CMHC agrees to pay the Service Provider an amount based on the Service Provider's rates attached as Schedule “B” of this Agreement. CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed **[\$ AMOUNT]** inclusive of taxes. The Service Provider must allow thirty (30) days from delivery of invoice for payment by CMHC without interest charges. **The Service Provider cannot invoice prior to performance of the Service or as outlined in Schedule “A” (“Services”) of this Agreement.**
- 3.2** **Travel Costs.** All travel costs are included in the total contract value. The Service Provider is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement, unless otherwise agreed by CMHC. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the The Service Provider to perform the Work, that are reasonable and comparable to costs allowed under CMHC Travel Policy, attached hereto as Schedule “C”. In support of the travel costs included in the contract value, the The Service Provider is required to complete this Estimate Form (or provide the information contained in the Estimate Form, attached hereto as Schedule “D” in another format) and provide it to the designated CMHC Authority for pre-approval. **CMHC may, at its sole discretion, not reimburse the The Service Provider for the travel costs where the The Service Provider has not completed the Estimate Form and obtained a pre-approval.** The Service Provider must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs
- 3.3** The amounts payable to the Service Provider by CMHC are inclusive of all taxes, assessments, duties or other levies that may be payable, save and except 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 Service Provider unless specifically agreed in writing by the Service Provider and CMHC.
- 3.4** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Service Provider and shown as a separate item on each invoice. Where the Service Provider is required to collect the GST/HST, the invoice issued by the Service Provider shall show the Service Provider's GST/HST number. Where the Service Provider is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Service Provider shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.
- 3.5** Any payments made to the The Service Provider by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the The Service Provider, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

Article 4.0- General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced by the Service Provider specifically for the provision of the Services under this Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Service Provider 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. Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

4.2 Confidentiality

(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 Service Provider. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services. The Service Provider 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 Service Provider in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Service Provider promptly following the termination of this Agreement. For documents not returned to CMHC, the Service Provider shall provide specific proof under oath of their destruction.

(3) Notwithstanding the foregoing, the Service Provider 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 Service Provider shall be destroyed in accordance with their ordinary life cycle. The Service Provider 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 Service Provider 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 Service Provider or subcontractors except as provided for in this Agreement, without the prior written consent of CMHC.

(4) The Service Provider shall, at all times, ensure to transmit information between the Service Provider and CMHC through secure means of transmission. In addition, when CMHC Information is stored, the Service Provider 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. The requirements of reasonable administrative, physical and technological security measures will be binding on any third party to whom the Service Provider outsources any of its IT or information management functions or who is managing such functions on behalf of the Service Provider. The Service Provider shall, to the extent the information contains personal information, comply with applicable Canadian privacy laws.

(5) Where the Service Provider 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 Service Provider 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.

4.2.1 Access to Information

(1) The Service Provider 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 The Service Provider (rather than to CMHC) for access to any CMHC Information, The Service Provider 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 The Service Provider'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 Service Provider 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 Service Provider, and the Service Provider 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 The Service

Provider is permitted to submit proposed redactions under applicable law. CMHC will make commercially reasonable efforts to notify The Service Provider of a request under any Access to Information Act Request that involves confidential commercially sensitive information of The Service Provider.

4.3 Security Measure Requirements

In CMHC's sole discretion, CMHC shall have the right to conduct assessments of the Service Provider's security controls and frameworks, as they relate to the Service Provider'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 Service Provider provide the following information, within an agreed upon timeframe, to permit an analysis of the Service Provider's Security Measures, which shall include:

- (1) Proof, to the satisfaction of CMHC of the Service Provider'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 Service Provider's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Service Provider'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 Service Provider'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 Service Provider 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.

4.4 Indemnification

The Service Provider agrees to indemnify, defend and hold harmless CMHC for all losses, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of the Service Provider's or subcontractors, if applicable, errors, negligence, omissions, or misconduct relating to the provision of the Services under this Agreement. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Service Provider or subcontractor, if applicable. The Service Provider, as the case

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

4.5 Independent Service Provider

It is understood by the Parties that the Service Provider shall act as an independent Service Provider for the purposes of this Agreement

4.6 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.

4.7 Corporation Identification

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

4.8 Conflict of Interest

The Service Provider 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 Service Provider shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists. The Service Provider must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Service Provider's duties to that third party and the Service Provider'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 Service Provider of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Service Provider's obligations under this Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Service Provider. 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.

4.9 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 at law.

4.10 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, fire, explosion or any other natural disasters over which the Party has no reasonable control. Where CMHC concludes, in its sole discretion, that the Service Provider will not be able to fulfill its obligations under this Agreement, CMHC may secure the services of other qualified service providers to perform the Services without further compensation or obligation to the Service Provider.

4.11 Non-Waiver

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

4.12 Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of [Province] and the laws of Canada as applicable. The Parties attorn to the jurisdiction of the Federal Court or the courts of the Province of [Province] as appropriate in the circumstances. The Service Provider shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Service Provider shall comply with all the laws applicable to the services or the performance of this Agreement.

4.13 Official Languages

The Service Provider acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Service Provider agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the Act. The Service Provider must also ensure that there is sufficient capacity to provide Services that are comparable in terms of quality and timeliness in both official languages.

4.14 Security Clearance and Access to CMHC Property

This Agreement does not provide automatic security clearance and /or access to CMHC's property to the Service Provider, its employees and subcontractors, if applicable. Security clearance and /or access to the property will be granted, at CMHC's request and in accordance with CMHC's security requirements for the purpose of fulfilling its obligations as per the terms of this Agreement. CMHC reserves the right to refuse or revoke security clearance and / or access to property.

4.15 Assignment of the Agreement

This Agreement shall not be assigned in whole or in part by the Service Provider without the prior written consent of CMHC. No purported assignment of this Agreement shall relieve the Service Provider from any obligation under this Agreement or impose any liability upon CMHC.

4.16 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. In case of conflicts between the Service Provider's documents and CMHC's documents, the latter shall govern.

4.17 Binding

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

4.18 Insurance

The *Proponent* shall procure, supply and maintain, at its own expense, the designated insurance, or cause to be procured and maintained such insurance in force for the duration of this Agreement. On the Effective Date, all insurance coverage(s) of Proponent shall be issued by financially sound and responsible regulated insurance companies and shall have an A.M. Best Company, Inc. rating of "A-" or better (or such other debt rating agencies and/or rating as approved at the sole discretion of Canada Mortgage and Housing Corporation)

A) Commercial General Liability Insurance

The Proponent shall provide, maintain and pay for 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 Proponent, liability for products and completed operations, broad form coverage, Proponent's liability, non- owned automobile, employer's liability, contractual liability and liability specifically assumed under this Agreement. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

B) Professional (Errors & Omissions) Liability

Professional Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Proponent, its agents or employees in the performance of services. The Service Provider shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this Agreement.

C) Other Conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*. All insurance policies required to be maintained by Proponent 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 Proponent'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, Proponent 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.

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 Proponent 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 Proponent 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.

5.1 Notices

Purchase Order- CMHC will issue a Purchase Order (PO) for every purchase under this contract. The Service Provider must receive a CMHC PO before beginning to deliver goods or services under this contract.

All invoices, notices and requests for payment must make reference to the relevant CMHC PO number and be sent electronically to accountspayable@cmhc-schl.gc.ca. Failure to do so may result in delays of payment.

Notices issued under this Agreement shall be in writing and shall be forwarded via e-mail:

(a) To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name [Click here to enter text.](#)

Title [Click here to enter text.](#)

Room [Click here to enter text.](#)

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

(b) To the Service Provider at the following address:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

Phone: [Click here to enter text.](#)

E-mail: [Click here to enter text.](#)

ARTICLE 6.0 - DOCUMENTS COMPRISING THE AGREEMENT

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

- (a) This Agreement with an Effective date of
- (b) Schedule "A" (Services) and Schedule "B" (Manner of Payment)

together with all written amendments issued by CMHC and such further specifications and documents as the Parties may agree to in writing from time to time.

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

THE SERVICE PROVIDER

CANADA MORTGAGE AND HOUSING CORPORATION

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Date: _____

Date: _____

I have the authority to bind the Service Provider.

SCHEDULE A
(THE SERVICES)

SCHEDULE B

If the Service Provider is not in breach of any of its obligations under this contract, the Service Provider will be paid in accordance with the following schedule: