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REQUEST FOR PROPOSAL (RFP)
For
Residential Real Property Data Services in
Alberta, New Brunswick and Newfoundland
and Labrador

Request for Proposal (RFP) No.: **RFP000802**
Issued: **October 29, 2021**
Submission Deadline: **November 29, 2021 at 2:00 pm Ottawa local time**
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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.

With this RFP, CMHC is seeking prospective proponents to submit proposals for the delivery of property sales and assessment information on residential real estate properties in the provinces of Alberta, New Brunswick and Newfoundland and Labrador, as further described in Section A and B of the RFP Specifications (Appendix C).

CMHC wishes to enter into one or more contract(s) with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of obtaining property sales and assessment information on residential real estate properties in the provinces of Alberta (AL), New Brunswick (NB) and Newfoundland and Labrador (NL) on a monthly basis and as further specified below. CMHC gathers property information from a wide range of internal and external resources. The comprehensive, accurate, and up-to-date property information provided by the proponent(s) will help CMHC to deliver its various products and services related to housing finance, housing market analysis, etc.

It is CMHC’s intention to enter into an agreement(s) on a non-exclusive basis with the successful proponent(s). The initial term of the agreement(s) resulting from this RFP is to be for a period of three (3) years, with an automatic renewal of the agreement(s) on the same terms and conditions for one additional two (2) year term, not to exceed a cumulative total of five (5) years, including the initial term.

1.2 RFP CONTACT

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

Djamel Djouaher

ddjouahe@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	October 29, 2021
Deadline for Questions	November 5, 2021
Deadline for Issuing Addendum	November 15, 2021
Submission Deadline of proposals	November 29, 2021
Evaluation Deadline	December 10, 2021
Anticipated Contract Negotiation Period	January 2022
Anticipated Execution of Agreement	February 1, 2022

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”)

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 Excel 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: **November 29, 2021 at 2:00 pm 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 11 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.

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 A), 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.

2. EVALUATION OF PRICING

Pricing is worth 20% 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:

The proponent submitting the lowest price proposal will receive the maximum 10 points on the standard CMHC evaluation scale of 1 to 10. Other proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.

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

3. PRICING FORM

CMHC intends to enter into a service contract with the successful proponent(s). The initial term of the contract shall be for three (3) years, with an automatic renewal of the agreement(s) on the same terms and conditions for one additional two (2) year term, not to exceed a cumulative total of five (5) years, including the initial term.

PRICES:

1. The proponent must supply prices using the Table below;
2. The proponent must supply pricing breakdown;
3. Refer to the list of Basic/Additional Data Elements in Appendix C;
4. Prices are to be firm and exclusive of all taxes which are extra;
5. Quote the percentage of applicable taxes separately.

Type of Service	Price (Year 1)	Price (Year 2)	Price (Year 3)	Price (Year 4)	Price (Year 5)	Total	Applicable Tax (HST)
(1) Basic Data Elements for province (for assessment information)							
- Area/Municipality A							
- Area/Municipality B							
- Area/Municipality C							
- Area/Municipality D							
Etc...							
(2) Basic Data Elements for province (sales information)							
- Area/Municipality A							
- Area/Municipality B							
- Area/Municipality C							
- Area/Municipality D							
Etc...							
(3) Optional – Additional Data Elements for province							
Subtotal (1)+(2)+(3)							

APPENDIX C – RFP SPECIFICATIONS

A. BACKGROUND

CMHC is the national housing agency of Canada, and it administers the *National Housing Act* (NHA), an Act to promote the construction of new houses, the repair and modernization of existing houses, and the improvement of housing and living conditions in Canada, through different business avenues: insurance and securitization, assisted housing, and research and information transfer. As Canada's authority on housing, CMHC provides housing loan related risking/assessment and insurance, guarantees securities issued on the basis of housing loans, funds assisted housing programs, and offers housing-related loans and investments. In addition, CMHC conducts research to improve housing and living conditions of Canadians and shares the information within the Government of Canada and sometimes publicly. These are collectively referred to as the "Purpose(s)" hereinafter.

Small firms are encouraged to cooperate with other firms that can provide quality service ("lead firms") to submit a comprehensive proposal. Lead firms submitting a proposal are responsible for and must arrange any subcontracting work and agreements with small firms which have local real estate market knowledge. The lead firm submitting a proposal, however, will be CMHC's point of contact for everyday service, quality and billing.

More than one firm may be selected as lead proponent.

B. THE DELIVERABLES

CMHC seeks to obtain comprehensive, accurate and up-to-date property Data (on a monthly basis) from the proponent(s) during the service term. The proponent(s) shall grant CMHC a license that authorizes CMHC users to use, reproduce, adapt, translate, convert and modify the Data, in any manner and for any purpose that does not involve the resale of the Data to a third party with the rights to use it for the purpose of the National Housing Act (Canada) and to disclose it within the Government of Canada and related government entities.

CMHC wishes to enter into a contract with one or more proponent(s), who will provide CMHC with Data and data-based reports that detail various information and attributes in relation to residential real property in the Provinces of AB, NB and NL. The Data and reports shall enable CMHC to gather information related to the Purposes and housing finance, housing, and residential properties. This information will be used by CMHC in delivery of its various products and services. CMHC shall be entitled to use the Data contained in the reports related to the Purposes and is not restricted in the use of the Data in any manner that does not involve the resale of Data to a third party. CMHC shall keep the Data within its Derivative Works and for archival, historical or audit purposes, following the termination of any contract.

The Data will be integrated into CMHC's Derivative Works and systems and used for Purposes as described in Appendix C "Background".

1. GLOSSARY

Data - For the purposes of this RFP, data and data-based reports that detail various information and attributes including property and sales information in relation to residential real property in the provinces of AB, NB and NL as well as the data elements referred to in Appendix C “Data Elements” may be collectively referred to as “**Data**”.

Derivative Work(s) - anything created by CMHC or on behalf of CMHC by the use, combination, alteration, modification, or manipulation of all or any part of the Data; or the addition, bundling or packaging of the Data or parts thereof together with the products or data of CMHC or a third party.

Municipal Land Value, Building Value and Total Value of the Project - all information on the subject property made available by the assessment authority, such as the property identification, addresses, attributes of the property, market value, year of current assessment, etc. See Appendix C “Data Elements” for details.

Property Assessment - the process of determining the dollar value assigned to a property for the purpose of property taxation.

Property Characteristics - the physical and non-physical attributes of the subject property, such as property type, lot size, square footage, number of bedrooms/bathrooms/garages/fireplaces, year of construction, etc. See Appendix C “Data Elements” for a full list.

Property Financing Information – mortgage loan details associated with the financing of a purchase or refinance of a property; such as mortgage loan amount, interest rate, term, amortization, etc. See Appendix C “Data Elements”.

Residential Real Property - the lot or parcel and the dwelling unit (such as single-family homes, multi-unit rental buildings, townhouses, residential condominiums, mobile homes, and/or co-operatives). **Property Sales Information** - all information on sales transactional records of the subject property, such as the sales price(s), closing date, etc. See Appendix C “Data Elements” for details.

2. SCOPE

As part of the Data, CMHC seeks to obtain complete property sales information, all as set out in more detail below including all available historical records and latest transactions, for all eligible residential real properties in the Provinces of Alberta, New Brunswick and Newfoundland and Labrador inclusive of all municipalities, urban/rural areas and on reserves (if available).

The geographical coverage of the sales information to include all of the Provinces of Alberta, New Brunswick and Newfoundland and Labrador specifically all real properties that are recorded in the provincial land registration systems (i.e., Land registrar of Alberta, Land registrar of New Brunswick and Newfoundland and Labrador).

CMHC also wishes to obtain current property assessment information for eligible real properties in municipalities where available.

If the proponent offers to provide assessment data of any individual municipalities, the geographical coverage of the assessment information shall be the specified municipalities that administrate property assessment within their jurisdiction.

The proponent(s) shall provide the Data in the forms and at the frequencies described below:

- Initial Bulk Delivery (Mandatory) – a bulk electronic file or access shall be made available to CMHC at the beginning of the service term containing at least the Basic Data Elements and a Data Dictionary (dating back at least 10 years and up to 30 years for residential and 5 years for multi-unit), including but not limited to **sales records on all historical and last completed transactions**, as well as **the most recent assessment information available**; and including any Additional Data Elements the proponent(s) is offering, all as further defined in Appendix C “Data Elements”.
- Monthly Updates (Mandatory) – monthly bulk electronic files or access shall be made available to CMHC during each month of the term (and any renewals) containing the Basic Data Elements, including but not limited to new sales transactions, assessment updates and/or new additions; and including any Additional Data Elements the proponent(s) is offering.
- Other scheduled updates (Optional) – quarterly, weekly, bi-weekly or as requested, etc. – electronic files or access shall be made available to CMHC during the agreement as per schedule of the term (and any renewals) containing the Basic Data Elements, including but not limited to new sales transactions, assessment updates and/or new additions; and including any Additional Data Elements the proponent(s) is offering.

2.1 Quality Control

- Actual Deliverables - The Data must be verified, cleaned, and formatted by the proponent according to CMHC instructions, in accordance with industry standards, as well as the Proponent’s own data delivery and working standards before delivering to CMHC.
- The proponent must provide in the proposal a list of all data elements and associated data characteristics (data type and length) that will be part of the deliverables, along with the percent of availability of the data element.

Example:

Data Element	Data Definition	Type	Length	Format	% Availability
Element # 1	A brief description/definition	Numeric	5	99999	100
Element # 2	A brief description/definition	Char	50	Alpha	100
Element # 3	A brief description/definition	Date	8	YYYYMMDD	100
Element # 4	A brief description/definition	Numeric	12	\$9,999,999.00	100
Element # 5	A brief description/definition	Char	30	Alpha	85

2.2 Data Elements

The following is a list of data elements that CMHC seeks to receive for each residential property in both the initial delivery and in each monthly report (or other subsequent delivery). All of the data elements below are required unless stated otherwise.

Note: The inclusion or removal of any Basic data elements will be at the sole discretion of CMHC.

Basic Data Elements

Property Address: Street Number, Street Name, Street Type, Street Direction, Street Suffix
Apartment/Condominium Number, Unit Type, Unit Number, City/Municipality, Province, Name and Postal Code.

For each property sale record available: Sale Date and Sale Amount. If the proponent is to offer property assessment information, the following data elements will be considered to be the Basic Data Elements as well:

- For each property assessment record available: Assessment Year, Assessed Value, Market Assessed Date, and Assessment Roll Number used for taxation purposes and unique Property Identification Number (PIN).

1. Residential

Assessment Details

- Zoning Code and Description
- Taxation Classification
- Account ID
- Land Use Designation Codes
- Land Value Amount
- Property Use Code
- Property Classification Code
- Property Ownership Tenure (freehold, condominium, leasehold)
- Property Status: Owner-occupied or rented
- Number of residential and commercial units in property
- Underlying Market Value Date
- Assessment Area (Code and Name)
- Jurisdiction (Code and Name)
- Neighborhood (Code and Name)
- Legal Description
- Central Air Indicator (Y or N)
- Addition Area (standardized in sqft)
- Addition Year (Standardized)
- Number of Garages
- Attached Garage Area (Standardized in sqft)
- Attached Garage Spaces (Standardized)
- Basement Garage Spaces (Standardized in sqft)
- Basement Area (Standardized in sqft)
- Property has a car port (Yes or No)
- Carport Area (Standardized in sqft)

- Carport Spaces (Standardized)
- Detached Garage Space (Standardized)
- Year built or building age
- Effective Year Built
- Assessed condition of the building (description or indicator)
- Building value amount
- Dwelling Type description: (single-detached, semi-detached, row, apartment, etc.)
- Number of Stories
- Number of Fireplaces
- Foundation Type (Standardized)
- Garage Type (Standardized)
- Heating Type (Standardized)
- Property has a pool (Yes or No)
- Indoor Pool Area (Standardized in sqft)
- Inspection Date (Date)
- Municipality Code
- Outdoor Pool Area (Standardized in sqft)
- Porch Area (Standardized in sqft)
- Pool Type (Standardized INT – Indoor OUT – Outdoor or Blank)
- Premium Roof Finish (Standardized)
- Property Code (Standardized)
- Property Name
- Actual Use (Code and Name)
- Renovation Indicator (Standardized Y or N or Blank)
- Renovation Type Code (Standardized A – Exterior B – Exterior/Interior Minimal C – Exterior/Interior Moderate D – Exterior/Interior Extensive)
- Renovation Year
- Number of Storeys (Standardized)
- Structure Code (Standardized)
- Structure Sequence Number (Standardized)
- Replacement Cost New
- Replacement Cost New less Depreciation (RCNLD)
- Walkout Basement Indicator (Y or N or Blank)
- Winterized (Standardized)
- X Coordinate (Standardized – Decimal Degrees)
- Y Coordinate (Standardized – Decimal Degrees)
- UAID
- UUAID
- Lot size (area, width, and depth)
- Property Type (LO – Land Only LI – Land and Improvement I – Improvement Only)
- Property Type (Code and Name)
- Total Living Area Above Grade (in square meters)
- Total Living Area Below Grade (in square meters)
- Non-Living Area Below Grade (in square meters)
- Total Area Below Grade (in square meters)
- Parcel Size (in square meters)
- Quality (Manual Class F – Fair A – Average G – Good E – Excellent L – Luxurious)
- Structure Type Code (Storeys/Type)
- Modernization Code
- Detached Garage Area (in square meters)
- Basement Garage Area (in square meters)
- Attached Garage Area (in square meters)

- Building Type Code
- Actual Frontage (in meters)
- Unit Floor Level
- Walkout Basement Binary
- Longitudinal
- Latitude
- Condominium Binary
- Local Area Name
- Total Number of Bedrooms
- Total Number of Bathrooms
- Elevator(s) Flag
- Balcony Flag
- Deck Flag
- Patio Flag
- Front Exposure East Flag
- Front Exposure North Flag
- Front Exposure South Flag
- Front Exposure West Flag
- No Basement Flag
- Constructed on Original Foundation (infills Only) Flag
- Old House on New Foundation Flag
- Partial Basement Flag
- Basement Unit Flag
- Combined Unit In a Condo Flag
- Property located on a corner lot (Yes or No)
- Corner Unit In a Condo Flag
- Interior Unit of a Complex Flag
- Indicator Irregular lot
- Property is located on a water front lot (Yes or No)
- Name of First Nation reserve (if applicable)
- Property is an Agricultural Land Reserve (Yes or No)
- Property is part of a Co-op (Yes or No)
- View (Assessment of the view from the property)
- Indicator - Property located in flood area
- Indicator Seasonal Property

Sales Details

- Sales ID
- LTO Sale Price/Amount
- LTO Sale Registration Date
- Concatenated Sale Address (Standardized)
- Detail Year
- Override Sale Price/Amount
- Ratio Study Flag (Y or N or Blank)
- Portfolio Sale Group ID
- Certificate of title
- Sale type
- Arms length transaction Indicator (Yes or No)
-

2. Multi-Unit

Assessment Details

- Community Code
- Sub-Community Code
- Project Number
- Market Area Code
- Sub-Market Area Code
- Realty Code
- Recreation Space
- Property Type (LO – Land Only LI – Land and Improvement Only)
- Parcel Legal Description
- Parcel Area Sqft
- Sub Property Use Code
- Quality (Manual Class F – Fair A – Average G – Good E – Excellent – Luxurious)
- Structure Code
- Structure Type (Wood, Brick, Concrete, Low Rise, High Rise)
- Space Ayoc (Actual Year of Construction)
- Account ID
- Parking Stall Count (Carport)
- Parking Stall Count (Surface)
- Parking Stall Count (Interior)
- Parking Stall Count (Exterior)
- Building Total Number of Units
- Number of Rooms in the Unit
- Building ID
- Building Type
- Land Use Designation Codes
- Land Use Guideline
- Number of Units by Multi-Res Unit Type
- Parcel PIN
- Property Use Code and Description
- Total Municipality Value
- Office Area Sqft
- Retail Area Sqft
- Area Sqft
- Parking Stall Count
- Total Number of Units
- Construction Year
- Last Date of Renovation
- Total Size of Building
- Building Size Breakdown (Size of Basement + Size Above Ground Floor)
- Number of Stories
- Number of Basement Stories
- Heating System Type: Gas, Oil or Electric)
- Income
- Expenses
- Vacancy Rate
- X Coordinate (Standardized – Decimal Degrees)
- Y Coordinate (Standardized – Decimal Degrees)

Sales Details

- Sales ID
- LTO Sale Price/Amount
- LTO Sale Registration Date
- Sale Validation Status Code
- Sale Validation Narrative Code
- Concatenated Sale Address (Standardized)
- Detail Year
- Consideration Text
- Consideration Amount
- Affidavit Amount
- Override Sale Price/Amount
- LTO Title Number
- Sale Validation Status Code Description
- Ratio Study Flag (Y or N or Blank)
- Vendor 1 First
- Vendor 1 Last
- Vendor 2 First
- Vendor 2 Last
- Vendor 2 Address
- Purchaser 1 First
- Purchaser 1 Last
- Purchaser 2 First
- Purchaser 2 Last
- Purchaser 2 Address
- Portfolio Sale Group ID
- Assessment Classification ATOS (Assessment at Time of Sale)
- Property Use ATOS (Assessment at Time of Sale)
- Sub property Use ATOs (Assessment at Time of Sale)
- Project Type ATOs (Assessment at Time of Sale)

Optional Data Elements

1. Residential

Assessment Details

- Amenities Code (Standardized)
- Amenity Points (Standardized)
- Quality Class (Standardized 5 to 9)
- First Floor Area (Standardized in sqft)
- First Floor Exterior Finish (Standardized)
- Second Floor Area (Standardized in sqft)
- Second Floor Exterior Finish (Standardized)
- Third Floor Area (Standardized in sqft)
- Third Floor Exterior Finish (Standardized)
- Porch Code (Standardized)
- Porch Points (Standardized)

- Community Code
- Sub-Community Code
- Market Area Code
- Sub-Market Area Code
- Site Influence types (Site Variables / Concatenation of Type Codes)
- Amenity Type (Concatenation of Multiple Type Codes)
- Influence Codes
- School District
- Regional District
- Hospital District
- Assigned Heated Parking Flag
- Assigned Un-Heated Parking Flag
- Titled Heated Parking Flag
- Titled Un-Heated Parking Flag
- Number of Bedrooms Below Grade
- Undefined Amenity Flag
- Cathedral Ceiling Flag
- Extra Wall Height Flag
- Building Secured Access Flag
- Security System Flag
- Unit Furnished Flag
- Garbage Shut Flag
- Infill Structure Flag
- Intercom flag
- Jetted tub Flag
- Common Laundry Room Flag
- Loft Flag
- No In-Suite Laundry Flag
- Party Room Flag
- Regional Centre Flag
- Room Rented Flag
- Sauna Flag
- Sump Pump Flag
- Spa Flag
- Sprinkler System Flag
- Storage Unit Flag
- Vaulted Ceiling Flag
- Walk-In Refrigeration Flag
- Solarium Flag
- Tennis Court Flag
- Enclosed Veranda Flag
- Open Veranda Flag
- Porch Flag
- Back Alley Flag
- Building/Unit Fronts Street Flag
- Crawl Space Flag
- End Unit Flag
- Unit on Main Floor Flag
- Penthouse Flag
- Top Floor Unit flag
- Exterior Dock Flag
- Interior Dock Flag

- Dock Levelers Flag
- Restricted Lot Use Flag
- Life Lease Flag

Sales Details

- Sale Sworn Value
- Sale Validation Status Code
- Sale Validation Narrative Code
- Consideration Text
- Consideration Amount
- Affidavit Amount
- LTO Title Number
- Sale Validation Status Code Description
- Vendor 1 First
- Vendor 1 Last
- Vendor 2 First
- Vendor 2 Last
- Purchaser 1 First
- Purchaser 1 Last
- Purchaser 2 First
- Purchaser 2 Last
- Assessment Classification ATOS (Assessment at Time of Sale)
- Property Use ATOS (Assessment at Time of Sale)
- Sub property Use ATOs (Assessment at Time of Sale)
- Project Type ATOs (Assessment at Time of Sale)
- Sequence number of title change at the Registry Office

Permit History

- Permit Number
- Permit Date
- Demolition

- 2. Multi-Unit

Assessment Details

- FAR (Floor Area Ratio)

2.3 Product Delivery Format

The proponent(s) shall provide the Data to CMHC in the following format:

ASCII text file, CSV format (comma delimited), with text fields between double quotes (").
(Mandatory)

If the optional solution in the Delivery Section is chosen then a database format would be required. (Optional).

CMHC may request such other similar delivery format as may be reasonably specified by CMHC from time-to-time in accordance with the terms of any contract that may be entered into.

2.4 Delivery

The proponent(s) shall transmit the deliverables by uploading the files into CMHC's Secure Managed File Transfer (SMFT) Vault. Credentials will be supplied to the proponent.
(Mandatory)

CMHC would like to explore a cloud-based solution which means that the data remains on the Proponent's database but is fully accessible by CMHC in a secured manner. (Optional)

C. WORK LOCATION

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

D. 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.

E. SECURITY

N/A

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 within Canada.

G. 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

H. MANDATORY TECHNICAL REQUIREMENTS

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

Mandatory Technical Requirement (MTR)	MTR Description	Response <i>***Please provide detailed responses – a Yes or NO is not sufficient***</i>
MTR. 1	Property Data information, with all Basic Data Elements, for the area indicated in Appendix B;	
MTR. 2	Deliverable: Initial Bulk File, plus Monthly Updates;	
MTR. 3	Delivered to CMHC in electronic format. ASCII text file, CSV format (comma delimited), with text fields between double quotes ("). (Mandatory);	

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

I. PRE-CONDITIONS OF AWARD

N/A

J. RATED CRITERIA

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

Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (%)	Minimum Threshold
R.1 Experience and Qualifications of the organization.	20%	5/10
R.2 Approach and Methodology	10%	5/10
R.3 Response to Deliverables	10%	5/10
R.4 Results of Test Report	40%	5/10
Stage III - Pricing (See Appendix B for details)	20%	N/A
Total	100%	N/A

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: 10)

- R.1.1 Provide a brief description of your organization (overview and history);
- R.1.2 References: A list of contracts of a similar size and scope which the proponent currently holds or has held over the past 24 months. For each contract, the following information: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- R.1.3 A detailed list of all suppliers from which the proponent obtains original property sales and/or assessment information, and brief description of the relationship between the proponent and the suppliers

R. 2 APPROACH AND METHODOLOGY (PAGE LIMIT: 5)

- 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 Please describe how you will meet all of CMHC's requirements set out in Appendix C;
- R.2.4 Specifically, name the key representative(s) for the CMHC account and provide his/her qualifications.

R. 3 RESPONSE TO DELIVERABLES (PAGE LIMIT: 10)

- R.3.1 Describe in detail the organization's expertise in the applicable fields relevant to scope of work. The response should include information on:
- 3.1.1 Years of experience in the field of property data delivery;
 - 3.1.2 Breadth of experience in the field of property data delivery;
 - 3.1.3 Range of clients in the field of property data delivery. Include at least two (2) public agencies, Crown corporations and/or large complex organizations (ideally with a public mandate).
- R.3.2 Please describe how CMHC will benefit from your organization's expertise outlined under R.3.1.
- R.3.3 Please provide two (2) examples of work performed for other clients similar to the requirements set out in the Deliverables of the RFP.

R. 4 RESULTS OF TEST REPORT (PAGE LIMIT: N/A)

- R.4.1 The proposal must include a set of sample data with accompanying Report describing the completeness and accuracy of the data prepared by the proponent based on the Data Elements described in Appendix C as well as a completed certificate (Appendix E). This Report must demonstrate that the proponent(s) has the capability to provide reliable and quality data, the capability to provide satisfactory geographical coverage and the capability to provide extensive percentage of availability commensurate within the scope of the RFP. The sample data and Report constitute Confidential Information and shall be treated in accordance with the terms of the Confidentiality and Non-Disclosure Agreement between CMHC and the proponent.

K. PRESENTATION

N/A

L. REFERENCES

CMHC may contact the references provided under rated criteria R.1.2 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process).

APPENDIX D – FORM OF AGREEMENT



THIS DATA LICENSE AGREEMENT made this [DATE] (“Agreement”)

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION

National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7

as “Licensee”

AND

[Insert Licensor Legal Entity Name]

as “Licensor”

(Each a “Party” and together the “Parties” under this Agreement)

WHEREAS Licensee wishes to obtain residential property information in the following jurisdictions **[Insert municipality and/or applicable province (s)]**, as set out in the Schedules and on the terms and conditions set out herein;

AND WHEREAS the Licensor wishes to provide Licensee with such information on the terms and conditions set out herein;

NOW THEREFORE IN CONSIDERATION of the respective covenants and mutual agreements hereinafter contained, the fees set out in the applicable Schedules, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties mutually covenant and agree as follows:

Definitions:

“Authorized End User” means an officer, director, employee, agent, consultant or service provider of Licensee or the Government of Canada and any other related government entity.

“Confidential Information” means non-public information relating to the Parties or their businesses that the Parties designate as being confidential or which, under the circumstances surrounding disclosure or by operation of law, ought to be treated as confidential. Such disclosure to the other Party may be, directly or indirectly; orally; or, in any tangible (including written, magnetic or electronic) form. Confidential Information includes, without limitation, information relating to released or unreleased products, the marketing or promotion of any product, information disclosing the Parties’ businesses policies or practices, and information received from others that the disclosing Parties are obligated to treat as confidential.

“Conflict of Interest” means any matter, circumstance, interest, or activity affecting the Licensor or Licensor Personnel, which may impair or appear to impair, the ability of the Licensor or Licensor Personnel from performing the work diligently and independently.

“Derivative Work(s)” means anything created by the Licensee or on behalf of the Licensee by the use, combination, alteration, modification, or manipulation of all or any part of the

Licensed Materials; or the addition, bundling or packaging of the Licensed Materials or parts thereof together with the products or data of Licensee or a third party.

“**Licensed Materials**” shall mean reports and any other materials as described in Article 1.1, in whatever form, provided to the Licensee by the Licensor as of the date of this Agreement.

“**Licensor Personnel**” means Licensor and its subcontractor’s principals, directors, suppliers, employees, agents and/or subcontractors, or any person engaged by the Licensor for performance of this Agreement.

“**Personal Information**” means information about an identifiable individual or other information that is subject to applicable Canadian privacy laws.

“**Term**” means the term of the Agreement as defined in Article 7.1.

ARTICLE 1 - GRANT OF LICENSE

1.1 Content. The materials that are the subject of this Agreement shall consist of the data, information and reports listed in Schedule A attached hereto for all residential real properties described in Schedule A that are recorded in the applicable land registration system as set forth in Schedule A (the “Eligible Properties”).

1.2 License. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, a non-transferable, non-exclusive, perpetual, royalty-free right and license (the “License”) for the purpose of using, displaying, storing, extracting, reproducing, adapting, integrating, printing, publishing, quoting, translating and converting, all or any part of the Licensed Materials and for any purpose related to Licensee’s activities, including: insurance and securitization, assisted housing, research and information transfer, international activities and any purpose under the National Housing Act (Canada) that does not involve the sale of the Licensed Materials provided by Licensor. Licensee shall be responsible for advising its Authorized End Users of the terms and conditions relating to the use of the Licensed Materials.

1.3 Derivative Work(s). It is expressly acknowledged and agreed that Licensee has the right to create Derivative Works based on the Licensed Materials, and shall not be limited in the use, distribution, or sale of any such Derivative Works. The Licensee shall not be required to refer to the Licensor in the Derivative Work in any way whatsoever. Licensee will assume full responsibility for any publication of any of the Derivative Work and will have ownership of all rights, including copyright, in any Derivative Work publication. Without limiting the generality of the foregoing, the Licensee is not under any obligation to provide the Licensor with any future enhancements, new features, or proprietary rights developed or acquired by the Licensee after the date of this Agreement. Licensor has no rights whatsoever in the Derivative Works.

1.4 Resale, Distribution. Licensee shall not resell or distribute the Licensed Materials to a third party, unless otherwise permitted under this Agreement. For clarity, the foregoing does not in any way limit or alter the rights relating to Derivative Works under Article 1.3 of this Agreement.

1.5 No Grant of Right to Use Trademarks or Official Marks. Nothing in this Agreement shall be deemed to constitute a grant of rights with respect to any trademarks, official marks, trade names or service marks of the Parties. Neither Party shall use the other Party’s trademarks, trade names, logo or service marks without the advance written permission of the other Party.

ARTICLE 2 DELIVERY OF LICENSED MATERIALS TO LICENSEE

2.1 Reports. During the Term, and any renewals thereof, the Licensor shall provide Licensee with the Licensed Materials in the following reports:

(a) Initial Report. By no later than sixty (60) days after the start of the Term, the Licensor shall provide Licensee with an initial bulk delivery (the "**Initial Report**") containing all available Licensed Materials set out in Schedule A on all Eligible Properties for the period of **[Insert Dates]** as well as a data dictionary as specified in Schedule A, describing the Initial Report.

(b) Monthly Reports. By no later than the twenty-first (21st) day of each month during the Term, the Licensor shall provide Licensee with a monthly report (the "**Monthly Report**") containing all the Licensed Materials set out in Schedule A on Eligible Properties that have been registered since the previous Monthly Report.

(c) [Other Scheduled Update Reports]. The Licensor shall provide the Licensee with update reports quarterly, weekly, bi-weekly or such other time frame requested, as set out in Schedule A on Eligible Properties.

(d) Report Format. Initial and Monthly Reports shall be delivered to Licensee in the form specified in Schedule A and in such other similar format as may be reasonably specified by Licensee from time-to-time in advance, in writing and in accordance with the terms of the Agreement.

ARTICLE 3 WARRANTIES

3.1 Licensor Warranties. Licensor warrants that:

- (a) It has the right to license the rights granted under this Agreement to use the Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, including any necessary consents under applicable privacy legislation, and that use of the Licensed Materials by Licensee and its Authorized End Users in accordance with the terms of this Agreement, shall not infringe the copyright or any other intellectual property rights of any third party,
- (b) The entering into of this Agreement and performance by the Licensor has been duly authorized by the Licensor, and such performance is not limited, restricted or in conflict with any other agreement by which the Licensor is bound.
- (c) Licensor has undertaken all requisite quality control measures in accordance with current industry standards, to ensure that the Licensed Materials are verified, cleaned, appropriately formatted, timely and accurate.
- (d) Licensor will use reasonable efforts to notify the Licensee of errors in the Licensed Materials.
- (e) The Licensed Materials shall not include any virus or other malicious code.
- (f) To the extent applicable, Licensor complies with Licensee's vaccination requirements, as may be amended from time to time, inclusive of an attestation signed by a duly authorized officer of Licensee in the form attached hereto under Schedule B.

3.2 Licensee Warranties. Licensee warrants to the Licensor that the entering into of this Agreement and performance by Licensee has been duly authorized by Licensee, and that such performance is not limited, restricted or in conflict with any other agreement by which Licensee is bound.

ARTICLE 4 INTELLECTUAL PROPERTY

4.1 Ownership The copyright in and title to the Licensed Materials, and any patent, trademark, service mark, trade secret and trade name related thereto, shall remain with the Licensor.

4.2 Infringement. If the Licensor determines that it no longer has the right to provide any part of the Licensed Materials, or has reasonable grounds to believe that any part of the Licensed Materials or the use thereof is or is likely to become the subject of any infringement claim or action, the Licensor shall provide written notice forthwith to Licensee of the withdrawal of such part of the Licensed Materials prior to the due date for the provision of the next Licensed Materials. If in Licensee's sole determination, any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized End Users, the Licensor shall reimburse Licensee for the amount of the withdrawal, as proportionate to the total fees owed by Licensor under this Agreement, as such is promptly determined by the Parties' authorized representatives, acting reasonably and in good faith. Licensee may also, at its option, terminate the applicable Schedule and/or the Agreement, at its sole discretion without penalties or further fees in excess of amounts owing for Licensed Materials, which are not the subject of the infringement claim, rendered prior to the termination date.

ARTICLE 5 INDEMNIFICATION

5.1 The Licensor shall indemnify and hold Licensee, its directors, officers, employees, successors and assigns and Authorized End Users harmless for any and all losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim relating to this Agreement by any third party, that the use of the Licensed Materials by Licensee or any Authorized End User infringes or misappropriates such third party's intellectual property rights. This indemnity shall survive the termination of this Agreement.

ARTICLE 6 – LIMITATION OF LIABILITY

6.1 Neither party shall be liable to the other for any claim arising out of the use of or the inability to use the Licensed Materials for: (i) punitive, exemplary, or aggravated damages; (ii) damages for loss of profits or revenue or failure to realize expected savings; or (iii) indirect, consequential or special damages.

ARTICLE 7- TERM AND TERMINATION OF AGREEMENT

7.1 Term. This Agreement shall be In effect for a three (3) year term commencing on the date of this Agreement (the "Term"). This Agreement shall automatically renew at the end of the current Term for one (1) additional two (2) year term upon the same terms and conditions. The total Agreement Term inclusive of any additional term, shall not exceed a cumulative total of five (5) years. Further, this Agreement, and any renewals thereof, shall not renew if Licensee has delivered to Licensor a written notice of intent not to renew this Agreement and such notice of intent must be received by Licensor not less than thirty (30) days in advance of the end of the current Term, or thirty (30) days in advance of the end of the first renewal term, as applicable.

7.2 Termination for Convenience. Licensee may terminate this Agreement for convenience by giving sixty (60) days written notice to the Licensor.

7.3 Termination for Cause. Subject to Article 7.4, this Agreement may be terminated for cause, if a Party shall fail to perform any obligation set out in this Agreement and such default continues for a period of thirty (30) days after written notice of such failure has been given by the other Party.

7.4 A Party shall not issue a breach or termination notification pursuant to Article 7.3 until the Parties have exhausted the dispute resolution steps out in Article 13.7, provided that failure of the alleged defaulting Party to engage in such process in a good faith and efficient manner shall permit the non-defaulting Party to cease use of the process, and termination shall be effective as of the date notification of such failure is provided to the other Party, so long as the termination notice requirements have been met.

7.5 Upon termination of this Agreement for any reason:

- (a) the Licensor will send Licensee an invoice within thirty (30) days for all Licensed Materials provided up to the date of termination;
- (b) Licensee shall pay all outstanding amounts owing at the date of termination, whether invoiced or not, including all late payment charges;
- (c) Licensee will discontinue all use of the Licensor's trademarks; and
- (d) subject to the terms of this Agreement, all copies in all forms of the Licensed Materials may be used and retained by Licensee in perpetuity:
 - (i) as contained in the Derivative Works; and
 - (ii) for archival, historical or audit purposes.

ARTICLE 8– FEES AND PAYMENT

8.1 In consideration of the Licensed Materials, the Licensee agrees to pay the Licensor an amount based on the Licensor's rates attached as Schedule C of this Agreement.

8.2 Licensee agrees to pay all the Licensor invoices within forty-five 45 days after the date of the invoice.

8.3 The Licensor acknowledges and agrees that the amounts set forth in this Article 8 and Schedule C are inclusive of all costs, assessment, duties, travel cost, levies and expenses and out-of-pocket expenses associated with the Licensor's provision of the Licensed Materials as provided hereunder.

8.4 In addition to the fees provided for under this Agreement, Licensee shall pay all applicable federal and provincial sales, use or value added taxes or other government fees or levies payable with respect to the Licensed Materials provided from time to time. If Licensee is exempt from the payment of any such tax or levy, it shall provide the Licensor with all documents and Information required to apply such exemption.

ARTICLE 9 AUDIT

9.1 Licensee shall maintain complete and accurate records relating to the Agreement and use of Licensed Materials for a period of two (2) years following expiration of the Agreement. No more than once every year and only upon request by Licensor, Licensee agrees to deliver to Licensor a certificate signed by an authorized signatory confirming its compliance with the terms of this Agreement, along with such data, records, documents and such other reasonable information reasonably required to confirm Licensee's compliance with the Agreement.

ARTICLE 10 CONFLICT OF INTEREST

10.1 The Licensor and Licensor Personnel shall avoid any real, potential or apparent Conflict of Interest during the Term and shall declare any Conflict of Interest to Licensee immediately upon becoming aware of the Conflict of Interest. The Licensor shall, take steps to eliminate any real, potential, or apparent Conflict of Interest, to the satisfaction of Licensee. In the event that a Conflict of Interest cannot be resolved to the satisfaction of Licensee, Licensee shall have the right to immediately terminate the Agreement.

ARTICLE 11 CONFIDENTIALITY

11.1 Each Party will comply with all applicable legal requirements with respect to Personal Information and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the Access to Information Act (Canada) or the Privacy Act (Canada).

11.2 A Party will not disclose any Confidential Information it acquires from the other in the course of this Agreement, except as required by operation of this Agreement and by law. Each Party will only make Confidential Information available to its employees, consultants and agents, and in addition in the case of Licensee, within the Government of Canada and related government entities, on a need-to-know basis. This restriction does not apply to information that was already known to one Party; is (or becomes) public knowledge; is rightfully received from a non-party without a duty of confidentiality; or is independently developed by or for the recipient Party without any use of the disclosing Party's Confidential Information as substantiated by reasonable documentation.

ARTICLE 12 INSURANCE

12.1 Licensor shall, at its own expense, procure and maintain or cause to be procured and maintained, insurance: issued by financially sound and responsible regulated insurance companies licensed to do business in Canada that have an A.M. Best Company, Inc. rating of "A-" or better; in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their business, and that include the following minimum requirements:

- (a) Commercial General Liability 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;
- (b) Computer Security and Privacy Liability with a limit of not less than \$1,000,000 per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the Licensor, its agents or employees and errors and omissions;
- (c) Professional Errors & Omissions Liability insurance with a limit of not less than \$1,000,000 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 Licensor, its agents or employees in the performance of services; and
- (d) Worker's Compensation coverage for all employees engaged for fulfilling the Agreement obligations in accordance with the statutory requirement of the province, territory or state in which the services are being performed.

12.2 A Certificate of Insurance using the Licensee's specified form, meeting the above requirements and more detailed specifications as provided by Licensee on the above, shall be delivered to Licensee upon execution of this Agreement and for each renewal thereafter.

Licensee shall be added as an additional insured to such policies where the policies permit such addition.

ARTICLE 13 GENERAL

13.1 No Assignment. Neither this Agreement nor any rights or obligations hereunder, in whole or in part, may be assigned by either Party without the prior written consent of the other.

13.2 Entire Agreement. The terms and conditions set forth in this Agreement constitute the entire agreement between the Parties with respect to the Licensed Material and no other terms or conditions shall in any way or under any conditions apply. No change, modification, limitation, waiver, termination, rescission or discharge of this Agreement shall be binding on the Parties unless such amendment is confirmed in writing by the Parties hereto. If any provision of this Agreement is declared invalid or unenforceable, it will be severed from the rest of this Agreement, which will remain in full force and effect.

13.3 Compliance with laws. The Parties shall comply fully with all applicable laws, ordinances, rules, regulations, code and standards, whether federal, provincial, or local. This Agreement is made under, and will be governed by and construed in accordance with the laws of the province of [Insert Province] and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

13.4 Official Languages. The Licensor acknowledges and understands that the Licensee is governed by the Official Languages Act and follows related Treasury Board policies. The Licensor agrees to co-operate with the Licensee to take any measures necessary to ensure compliance with the Act. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

13.5 Notice. All notices or other documents contemplated by this Agreement shall be given in writing and either served personally, by a nationally recognized courier, or by facsimile or email, in each case, with confirmation of successful transmission, to such contact information as the Party shall have last notified the other.

All notices shall make reference to this Agreement by quoting the Licensee's file number [●] and be forwarded to the Licensee at the following address:

Canada Mortgage and Housing Corporation
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Notices to the Licensor shall be delivered to the following address:

[INSERT Licensor Information]

13.6 Amendment. No modification of this Agreement is valid unless set out in writing and signed by both of the Parties.

13.7 Dispute Resolution. All matters to be decided or agreed upon by the Parties under this Agreement and all disputes which may arise with respect to any matter governed by such Agreement shall be decided or resolved by the liaison managers appointed by each of the Parties (“Liaison Managers”). The Parties may change their Liaison Manager on written notice to the other Party. The Parties shall appoint Liaison Managers after execution of this Agreement. If the Liaison Managers are not able to resolve any dispute referred to them within fifteen (15) calendar days of such referral, or such longer period as the Parties may agree, or if they are not able to agree on any other matter required to be decided by them under this Agreement, the matter shall be referred to the responsible Vice-President of Licensee and the CEO/Head of Licensor for a decision. If the Vice-President of Licensee and the CEO/Head of the Licensor are not able resolve any dispute within fifteen (15) calendar days of such referral, or such longer period as the Parties may agree, the Parties shall be entitled to take such additional resolution steps as available to them. The Parties may extend each timeline as mutually agreed. Nothing in this Article 13.7 shall limit either Party’s ability to terminate this Agreement in accordance with its terms, seek emergency, interlocutory or injunctive relief in respect of confidentiality, personal information or intellectual property related matters.

13.8 Waiver. A waiver must be made in writing and signed by the Party which claimed to have waived or consented. Such waiver and consent will not be considered a waiver of any other right. Any waiver does not constitute a continuing waiver of other breaches of the same or other provisions of this Agreement.

13.9 Extended Meanings. This Agreement is to be read with all changes in gender or number as the context may require.

13.10 Headings. The headings in this Agreement shall not affect its interpretation.

13.11 Survival. Any provision that, to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement.

13.12 Further Assurances. Each Party shall do such acts and shall execute such further documents as are within its power as the other Party may at any time reasonably request in order to give full effect to the provisions of this Agreement.

13.13 Paramountcy. In the event of a conflict between the terms in the main body of this Agreement and the terms set out in a Schedule, the terms in this Agreement shall be paramount unless otherwise specifically set out in the Schedule.

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

CANADA MORTGAGE AND HOUSING CORPORATION

[BLANK]

I have the authority to bind the corporation

[NAME OF LICENSOR]

[BLANK]

I have the authority to bind the Licensor

SCHEDULE A

[The Parties shall insert and finalize schedules following any contract award]

SCHEDULE B

VACCINATION COMPLIANCE ATTESTATION

CMHC SERVICE PROVIDER

(Licensee referred to in this Schedule as “CMHC” and Licensor referred to in this Schedule as “Service Provider”)

TO: Canada Mortgage and Housing Corporation (“CMHC”)

RE: CMHC Vaccination Requirements for Service Providers

The undersigned duly authorized officer(s) of **[insert Service Provider Name]** (the “**Service Provider**”), hereby attests that:

1. Service Provider has read and understands CMHC’s vaccination requirements, which take effect on November 15 , 2021, and are described in Exhibit “A” hereto;
2. Compliance with CMHC’s vaccination requirements, as may be amended from time to time, will be maintained at all times by Service Provider and Service Provider’s personnel;
3. It is expressly understood that proof of vaccination will be required to be provided to CMHC prior to any Service provider’s personnel being granted access to any CMHC physical workspace;
4. Service Provider acknowledges that non-compliance with CMHC’s vaccination measures will result in the refusal by CMHC to grant access to any CMHC physical workspace, in addition to any other rights or remedies available to CMHC pursuant to CMHC’s agreement with Service Provider, applicable law or government mandated measures; and
5. It is the express wish of the undersigned that this attestation be drafted in English. Le soussigné a exigé que cette attestation soit rédigée en anglais.

ARTICLE 1

Name of authorized officer: _____

Job Title: _____

Organization: _____

Date: _____

Signature: _____

Exhibit “A to Schedule B”

To support the health and safety of our employees and the communities we serve, we are introducing the following vaccination requirement as of **November 15, 2021**:

- The following individuals must be fully vaccinated: Employees, volunteers, contractors, service providers and Board members accessing a CMHC workspace for any reason at any time. In addition, any service providers who are interacting in-person with members of the public on CMHC’s behalf, must be fully vaccinated.
- Valid proof of vaccination will be required at the point of entry to all CMHC workspaces (e.g., confirmation/passport issued by provincial/territorial ministry or federal equivalent). Proof of vaccination will be used only to verify that the individual is eligible to be onsite. At this time, the information on the vaccination certificate will not be stored by CMHC.
- By November 15, 2021, an attestation will be required to certify reading and understanding of the vaccination measures and acknowledge that compliance is mandatory. The attestation will not require vaccination status to be disclosed.
- At this time, an individual will be considered fully vaccinated if they have received both doses of a Health Canada approved vaccine series/combination with 14 days having elapsed after the final dose.

SCHEDULE C FEES

[Parties to insert following any contract award.]

If the Licensor is not in breach of any of its obligations under this Agreement, the Licensee will pay the Licensor in accordance with the following Schedule:

The Licensor must allow forty (45) days from the reception of invoice by Licensee for payment without interest charges.

APPENDIX E – TEST REPORT

_____ hereby:

Company Name

- i. acknowledges that it is a mandatory requirement of CMHC RFP#000802 for each proponent to include in its submission, a test report created by the proponent using a data sample provided by CMHC;
- ii. represents and warrants that CMHC’s instructions has been closely followed in performing the test and preparing the result report (a copy of which is attached hereto), and that the test has been independently performed, without collusion;
- iii. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- iv. agrees that the data sample shall remain the exclusive property of CMHC, will not be shared with any other parties, shall be used only for the purpose of creating the test report for inclusion in the submission for RFP#000802 and will be destroyed (including all copies thereof), immediately upon CMHC’s request;
- v. agrees that all test results provided in the proposal submission will become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to performing the test, including but not limited to costs associated with travel or materials involved in performing the test;
- vi. agrees that it and any other persons for which it is responsible, performed the test, have complied with the requirements set forth in the Confidentiality and Non-Disclosure Agreement.

Signed this _____ day of _____, 2021 at _____, Canada.

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

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company