



# **REQUEST FOR PROPOSAL (RFP)**

**For**

## **Forecasting & Planning Tool**

Request for Proposal (RFP) No.:	<b>RFP000936</b>
Issued:	<b>December 16, 2021</b>
Submission Deadline:	<b>February 4, 2022 14:00 local time Ottawa</b>
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## TABLE OF CONTENTS

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<b>GLOSSARY OF TERMS .....</b>	<b>3</b>
<b>PART 1 – SUBMISSION INSTRUCTIONS .....</b>	<b>5</b>
1.1 Objective of this RFP .....	5
1.2 RFP Contact.....	5
1.3 Type of Contract for Deliverables.....	5
1.4 RFP Process Timetable .....	6
1.5 Submission of Proposals.....	6
<b>PART 2 – EVALUATION, NEGOTIATION AND AWARD .....</b>	<b>8</b>
2.1 Stages of evaluation and negotiation .....	8
2.2 Ranking and contract negotiations.....	9
<b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS .....</b>	<b>12</b>
3.1 General Information and Instructions .....	12
3.2 Communication after issuance of RFP.....	13
3.3 Notification and Debriefing .....	14
3.4 Conflict of Interest and Prohibited Conduct.....	14
3.5 Confidential Information .....	16
3.6 Procurement Process Non-binding .....	16
3.7 Governing Law and Interpretation.....	17
<b>APPENDIX A – SUBMISSION FORM.....</b>	<b>19</b>
<b>APPENDIX B – PRICING FORM .....</b>	<b>25</b>
<b>APPENDIX C – RFP SPECIFICATIONS.....</b>	<b>30</b>
A. BACKGROUND .....	30
B. THE DELIVERABLES .....	30
C. WORK LOCATION.....	31
D. TRAVEL .....	31
E. SECURITY .....	31
F. CMHC DATA.....	32
G. MATERIAL DISCLOSURES .....	32
H. MANDATORY SUBMISSION REQUIREMENTS.....	32
I. MANDATORY FUNCTIONAL and TECHNICAL REQUIREMENTS .....	33
J. PRE-CONDITIONS OF AWARD.....	39
K. Rated Criteria .....	40
L. References.....	41
<b>APPENDIX D – Form of Agreement.....</b>	<b>47</b>
<b>APPENDIX E – Privacy Risk Management Questionnaire.....</b>	<b>70</b>
<b>APPENDIX F – Business Continuity Management Attestation Form .....</b>	<b>75</b>
<b>APPENDIX G – Vaccination Compliance Attestation Form – CMHC Service Provider .....</b>	<b>81</b>

## GLOSSARY OF TERMS

Term	Definition
Access	Gaining entry to an electronic network that CMHC has provided to the personnel. Access to such an electronic network may be from inside or outside CMHC premises. Access may support teleworking and remote access situations or situations where the personnel are using the electronic network provided by CMHC on their own time for limited personal use.
Access Control	Ensures that resources are only granted to those users who are entitled to them.
Authorization	The approval, permission, or empowerment for someone or something to do something.
Availability	The need to ensure that the business purpose of the system can be met and that it is accessible to those who need to use it
Budget Change Request	Written justification to support a request for budget adjustments to either existing FTE, operating or capital base budget; this can be an increase, decrease or re-alignment of existing resources.
Capital expenditure	An amount spent to acquire or upgrade productive assets (such as buildings, machinery and equipment, vehicles) in order to increase the capacity or efficiency of a company for more than one accounting period, also called capital investments.
Compliance	A term used in reference to conformity to establish policies, which define the risk tolerance of the Corporation.
Corporate Plan	The Corporate Plan communicates the Corporation's mandate, activities, roles and responsibilities as empowered by financial and legislative authorities; it reflects the Corporation's objectives, strategies and performance measures; it addresses the financial resources required, over a five-year period, to achieve its objectives; and, it provides information on the Corporation's borrowing plan and financial policy issues, as well as past year's performance. The Corporate Plan is prepared and approved on an annual basis under the terms of the Financial Administration Act and Treasury Board Guidance for Crown Corporations. Its is a public document.
Corporate Projects	Have a clear start and end date, however can be adjusted, can span multiple years and different types of funding, e.g. capital expenditures and operating. Projects can also have different funding sources, e.g. appropriations or the Corporation's commercial business.
DCFO	Deputy Chief Finance Officer Division is the team responsible for the end result of this RFP and successful implementation of the forecasting and planning tool.
Electronic network	Group of computers and systems including without limitation, CMHC electronic data networks, voice and video network infrastructure, and public (Internet) and private networks external to the CMHC network. The network includes both wired and wireless components.

FTE	Full time equivalent
Funding source	For Housing programs, CMHC is given authorization to spend by Government through different mechanisms of the annual government funding cycle that must be tracked.
Housing programs	All activities and programs funded by parliamentary appropriations under Assisted Housing and Market Analysis and Research Activities.
Lending commitments	Loan financial obligations.
Lending programs	We make loans under the National Housing Act to federally-subsidized social housing sponsors, First Nations, provinces, territories and municipalities as well as non-subsidized housing support loans.
Main estimates	Request to parliament for authority to spend public funds once approved departments/agencies can proceed with spending plans
Quarterly Financial Report	Consist of financial tables comparing planned and actual expenditures for both the quarter and year-to-date as well as comparative information for the preceding fiscal year and forecast. Quarterly financial reports supplement existing year-end reporting.
Responsibility center	A responsibility center is a functional entity at CMHC used to give managers specific responsibility for operating (personnel and non-personnel) budget, FTE management and in some cases capital budgets.
Source Funding	CMHC is allocated appropriation funding by the Federal Government through Annual Federal Budgets, Fall Economic Statements. Knowing when funding was allocated is important.
ZBB	Zero based budgeting

## 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 Housing and Diversity and Inclusion.

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.

The DCFO division is in the process of modernizing many of its processes and the services it provides to the rest of the corporation. Examples of initiatives recently completed or currently underway include the expansion of financial reporting, implementation of zero-based budgeting, automation of financial close and other processes, as well as the introduction of new forecasting methodologies. This transformation work will continue in 2022 and beyond.

As part of its ongoing transformation, the DCFO division is looking to transition to **a new financial planning & analysis software tool**. This tool would serve as the day-to-day interface for all of the financial management reporting, planning, forecasting, and other analyses conducted by the team. It would also replace existing tools (e.g., SAP BPC) or, in certain instances, supplement them (e.g., D365).

### 1.2 RFP CONTACT

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

David LaBerge

[dlaberge@cmhc-schl.gc.ca](mailto:dlaberge@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	December 16 <sup>th</sup> 2021
Deadline for Proponent Questions	January 7 <sup>th</sup> 2022
Deadline for Issuing Response to Proponent Questions	January 18 <sup>th</sup> 2022
Submission Deadline of Proposals	February 4 <sup>th</sup> 2022 14:00 EST
Anticipated Evaluation Deadline	February 28 <sup>th</sup> 2022
Anticipated Proponent Demonstrations	March 21 <sup>st</sup> 2022 to March 31 <sup>th</sup> 2022
Anticipated Contract Negotiation Period	21 calendar days
Anticipated Execution of Agreement	April 29 <sup>th</sup> 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](mailto: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 PDF format, Microsoft Word, Microsoft PowerPoint or Microsoft Excel, as applicable.

**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: February 4<sup>th</sup> 2022 14:00 EST **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 Functional and Technical Requirements**

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

##### **B. Rated criteria**

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

#### **2.1.3 Stage III – Pricing**

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



## 2.1.4 STAGE IV – PRESENTATION

Stage IV will consist of a presentation (the "Presentation") by the top three (3) to five (5) scoring proponents to a committee of CMHC employees with the right to vote (the "Evaluation Team"). CMHC will be providing use case scenarios and a data set that the proponents are meant to use to help guide their presentations.

## 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 and the presentation detailed in Appendix C.

Score	Evaluation Conclusion	Description
10	<u>Complete and clear</u> description provided that <u>exceeds</u> the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the proponent's ability to satisfy the requirement.	Outstanding
9	<u>Complete and clear</u> description provided of the proponent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the to the proponent's ability to satisfy the requirement.	Excellent
7-8	<u>Above average description</u> provided of the proponent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Very Good
5-6	<u>Average description</u> provided of the proponent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Good
3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the proponent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the proponent's ability to satisfy the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the proponent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the proponent's ability to satisfy the requirement.	Unsatisfactory
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 (i) Stage II (B) and (ii) Stage III will be added together, and the proponents will be ranked based on their total scores. The three (3) to five (5) top ranked proponent(s) will receive a written invitation to Stage IV. After completion of Stage IV, all scores from (i) Stage II (B), (ii) Stage III, and (iii) Stage IV 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

Proposals may be submitted in English or French

#### 3.1.3 No incorporation by reference

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

#### 3.1.4 References and past performance

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

#### 3.1.5 Information in RFP only an estimate

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

#### 3.1.6 Proponents to bear their own costs

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

### 3.1.7 Proposal to be retained by CMHC

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

### 3.1.8 Trade agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

### 3.1.9 No guarantee of volume of work or exclusivity of contract

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

## **3.2 COMMUNICATION AFTER ISSUANCE OF RFP**

### 3.2.1 Proponents to review RFP

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

### 3.2.2 All New Information to proponents by way of Addenda

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

### 3.2.3 Post-deadline Addenda and extension of Submission Deadline

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

### 3.2.4 Verify, clarify and supplement

When evaluating proposals, CMHC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the Mandatory Functional and 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:

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## **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).

## **10. VACCINATION REQUIREMENTS**

The proponent agrees that: (a) it and any other persons for which it is responsible, who are to perform the work stated in this RFP, will comply with CMHC's vaccination requirements, as may be amended from time to time and (b) a duly authorized officer of proponent will sign the Vaccination Compliance Attestation in the form set out in Appendix G at the request of CMHC and prior to the execution of any written agreement between proponent and CMHC.

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

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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 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 25% of the total score.

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

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

### 3. PRICING FORM

#### 1.1 PRICING FORM

##### YEAR 1

Item No.	Costs	Description	Qty	Unit Price	Extended Price CDN
	<b>Acquisition Costs</b>				
1	Solution	Cost of a Forecasting & Planning Tool solution			

2	Licenses	Please describe in detail cost of licenses (per user, etc.)			
3	Other acquisition Costs	Please specify			
4	Implementation Costs				
5	Consulting Costs	Per Diem rate			
6	Training	End user and/or admin			
7	Support and Maintenance	Year 1 annual cost			
8	Other Implementation Costs	Please specify			
9	Ad-hoc	Any other costs incurred (e.g. new configuration, expansion of the solution).			
SUB-TOTAL					\$
HST 13%					\$
TOTAL CDN					\$

**YEAR 2 –**

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

**YEAR 3 –**

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

**OPTION YEAR 1 –**

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

TOTAL CDN	\$
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**OPTION YEAR 2 –**

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

## **APPENDIX C – RFP SPECIFICATIONS**

### **A. BACKGROUND**

CMHC's DCFO division has the primary responsibility for all financial forecasting, planning, analysis, and reporting on behalf of the corporation. To perform its work, the division relies primarily on a highly manual excel-based planning & reporting tool that draws data from a variety of other systems from across CMHC as well as manually uploaded input schedules of additional financial data and data from non-financial business systems. As the need for information to drive decision making increases as well as improved planning and forecasting, CMHC must keep pace and adapt with an ever-changing business landscape and ensure it has tools in place to support integrated planning and help drive forward looking decisions through all its business cycles.

The DCFO division is in the process of modernizing many of its processes and services to the rest of the corporation. As part of this journey, it is interested in transitioning to a new Financial Planning & Analysis tool as our current planning and forecasting tools are out of date, manual, not user friendly, not efficient and are prone to data duplication and error. This tool would serve as the primary interface for all of the forecasting, planning, and financial analysis conducted by the team. It would supplement or replace the tools currently used to generate management and external financial reporting.

### **B. THE DELIVERABLES**

Respondents to this RFP are expected to be providers of a software tool that meets CMHC's requirements as outlined below. Respondents providing only non-technical or consulting services will not be considered. The successful respondent is expected to provide support for both the implementation of their software in CMHC's environment, as well as ongoing technical support services to ensure its proper functioning.

- Facilitate the development of the annual budget and 5-year financial plan process across the corporation, including but not limited to gathering inputs from budget owners, linking budgets to specific operational cost and resource drivers, building budgets using a zero-based and top-down approaches and facilitating aggregation in the final budget for CMHC's different operating units;
- Enable longer term planning (5+ years) and forecasting of our products, programs and activities, some of which span multiple decades;
- Enable full Income Statement, Balance Sheet and Cash Flow forecasting and planning;
- Enable routine forecasting and the modelling of different financial scenarios, based on changing economic conditions, changing cost and resource drivers, differences in the

operating environment, the introduction of new products / programs, and modifications to their variables and assumptions;

- Provide a flexible platform for conducting a wide variety of analysis of financial performance, including but not limited to variance analysis, correlation and trend analysis, and identification of efficiency opportunities;
- Deliver financial reporting to support management decision making and meet external disclosure requirements;
- Facilitate the planning and forecasting of our major corporate projects, including reporting on progress and tracking of changes;
- Provide a platform that is user configurable, easy to maintain and roll forward plans and forecasts, tracks all changes and includes workflows;
- Respondents must have an active and working interface in both English and French;
- Respondents must be able to provide a solution that ensures that all CMHC data must reside and is accessed from within Canada; and
- Respondents must be able to comply with, and facilitate CMHC's compliance with the applicable Canadian privacy and access to information legislation.

### **C. WORK LOCATION**

The work will be performed virtually 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**

Employees of the proponent and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to commencement of any work under the Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the criminal records check/security clearance. Each of the proponent's proposed staff or

subcontractors, who do not hold a valid clearance, will be required to complete a “Security Clearance Form” (67934) upon request from CMHC.

## **F. CMHC DATA**

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

1. Ensure that no personnel or subcontractor that has not obtained and maintained the required level of security screening, or equivalencies for such security screening approved by CMHC will access any CMHC Data (as defined below) that is designated by CMHC as “protected” (which includes, for greater certainty, “protected A” and “protected B” unless such CMHC Data is masked. For the purposes of this Appendix C, “CMHC Data” shall mean: (1) all CMHC personal information; and (2) any and all information relating to CMHC, CMHC customers, CMHC personnel, or another CMHC service provider that was provided, collected, or generated: (a) as part of the provision or receipt of the services; or (b) in order to comply with any applicable law.
2. Ensure that CMHC Data remains in Canada and accessed from/within Canada and by individuals who have obtained and maintained the required security screening referenced in sub-paragraph (2) above and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Proponent will not access any CMHC Data from outside Canada without the prior written approval of CMHC, which approval may be withheld by CMHC, in its sole discretion. Notwithstanding the above, data residency in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information (including personal information).

## **G. MATERIAL DISCLOSURES**

N/A

## **H. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix A)**

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



## 2. Pricing Form (Appendix B)

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

## 3. Other Mandatory Submission Requirements

N/A

### I. MANDATORY FUNCTIONAL AND TECHNICAL REQUIREMENTS

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

Proponents must provide a statement per each MFR and MTR as to how the proponent is in compliance with the MFR and MTR outlined below.

**TABLE 1 – MANDATORY CRITERIA**

ID	Category	Requirement Description	Type
1	General	Ability to support both English and French languages in solution user interface and reports; for technical administrative purposes it is sufficient to support a single language	Technical
2	General	Ability to facilitate continuous planning and to roll over annual budgets	Functional
3	General	Ability to maintain different versions of the plan and forecast and facilitate comparisons between them	Functional
4	General	Ability to roll over monthly forecasts (e.g., using similar methodology to previous months; updating future months and years forecasts based on results of previous months or years)	Functional
5	General	Ability to track, authorize and audit changes	Functional
6	General	Ability to send automated templated notifications in both Canada's official languages (English and French), for example, for workflow notifications	Technical
7	General	Ability to produce reports showing plans, forecasts and actuals for multiple periods. Must be able to produce these views across all dimensions (i.e. RC, product, function, sector, project, etc.).	Functional
8	General	Ability to create roll-ups of dimensions (e.g. roll up of RCs = a sector, roll-up of GLs = major object)	Functional

9	General	Ability to ingest and maintain changes budgets/forecasts for >5 years	Functional
10	General	Ability to automatically flag where actuals or forecasts exceed Plan	Functional
11	Workflow	Ability to enable approval for budget additions/ change requests/transfers and track historical approvals (e.g. audit trail)	Functional
12	Workflow	Ability to allow the process to be iterative and automated, including the ability to reject or modify an input and for input providers to resubmit with changes logged and noted	Functional
13	Workflow	Ability to notify owner and other specified users of each step when status changes	Functional
14	Workflow	Ability to improve ease of use through data visualization within input templates for input providers	Functional
15	Workflow	Ability to control the possible changes made by an input provider after the input has been submitted and approved	Functional
16	Workflow	Ability to track outstanding approvals / input requests, upcoming steps and set the definition of completion within the overall planning process	Functional
17	Planning & Budgeting	Ability to allocate a budget item across multiple activities (e.g.. consulting fees cost of \$1M split into multiple product dimension codes)	Functional
18	Planning & Budgeting	Ability to facilitate consolidation of the final budget for all operating units	Functional
19	Planning & Budgeting	Ability to map and split budget by activity for all dimensions based on a chart of accounts (e.g., main accounts, products, locations, functions), for a minimum of 8 financial dimensions	Functional
20	Planning & Budgeting	Ability to support user with suggested pre-built budget / forecast models (e.g., historical average, % of total) that can be easily configured by users vs needing technical resources to configure and maintain	Functional
21	Planning & Budgeting	Ability to handle input schedule for changes to the plan (i.e., upload changes via excel), direct entry into the tool and from other systems	Functional
22	Planning & Budgeting	Ability to add commentary / rationale / evidence either through a pick-list or free text in real time for budget changes and variance analysis	Functional

23	Planning & Budgeting	Ability to track funding approvals by status (Approved vs Pending) including initial approval of funding and incremental changes (increases/decreases or shifts in timing) to funding	Functional
24	Planning & Budgeting	Ability to view full history of budget change requests	Functional
25	Financial Reporting	Ability to produce income statements, Balance Sheet statements, statements of Cash Flows and statements of Changes in Equity for all business segments	Functional
26	Capital Planning & Reporting	Ability to carry out capital assets budgeting, planning analysis and reporting (e.g. Actual vs Plan vs Forecast)	Functional
27	Capital Planning & Reporting	Ability to calculate planned and forecasted depreciation for Capital Assets	Functional
28	Project Planning & Analysis	Ability for actual, forecast and budget reporting for corporate projects	Functional
29	Project Planning & Analysis	Ability to aggregate project budgets to show results for a portfolio (e.g., by business line, by geographic region/location, or other dimension)	Functional
30	Cost Allocation	Ability to run results / budgets / forecasts using different allocation models and store the results	Functional
31	Workforce Planning	Ability to automate carry forward of FTE with ability to update known changes	Functional
32	Workforce Planning	Ability to budget, forecast and report personnel expense by financial dimension and FTE type (i.e. temporary, Permanent, vacant, backfilled)	Functional
33	Workforce Planning	Ability budget, forecast and report on FTEs by salary band level and product / funding source	Functional

34	Housing Programs	Ability to track funding source for all program budgets and changes to funding source	Functional
35	Housing Programs	Ability to track budget and forecast vs. actual spend by different categories of spend (e.g., allocated expense, direct expense)	Functional
36	Technology	Hosted on or able to be hosted as a Software as a Service (SaaS). The Product must ensure that there are absolutely no solution components that require hosting or installation on CMHC infrastructure. )	Technical
37	Technology	Store all data at rest in Canada at all times (data must reside in Canada during all stages of all processes)	Technical
38	Technology	Process all data at transit within the geographical boundaries of Canada, for data which transits outside of Canada encryption during transit details should be provided to CMHC including all geographical locations/countries where it is possible for the encrypted traffic to transit as part of normal and emergency operations of the Product	Technical
39	Technology	Ability to integrate with Dynamics 365 for Operations and Dynamics CRM using modern integration patterns	Technical
40	Technology	Use Role Based Access Security (RBAC)	Technical
41	Technology	Provide single sign-on ability for CMHC users	Technical
42	Technology	Ability to be run in multiple separate development and test environments, including integration testing.	Technical
43	Technology	Web-based portal must be available on Internet Explorer 10, Microsoft Edge and/or Google Chrome	Technical

44	Technology	Ability to support an active-active or active-passive Disaster Recovery environment with the respondent providing detailed information on distances between locations. CMHC requires that the Disaster Recovery (DR) environment should be at least 500 KMs/300 miles distance from the PRODUCTION environment	Technical
45	Technology	Ability to ensure there is redundancy (back-up DR site or secondary cloud data center) in all systems supporting the Selected Proponent's production environment, including but not limited to: · Backup Solution · Backup hardware · Backup power supply · Backup communication lines	Technical
46	Technology	Ability to support 250 concurrent users.	Technical
47	Technology	Infrastructure components should be highly available (HA) consistent with Azure cloud Silver Tier agreement 99.7%	Technical
48	Technology	Have a Recovery Time Objective (RTO) of 12 hours. RTO is defined as the period of time following an outage incident within which services must be resumed	Technical
49	Technology	The Product's event logging must be integrated with Security Information and Event Management services (SIEM) to leverage incident response processes	Technical
50	Technology	The Vendor must provide proof, to the satisfaction of CMHC of the Vendors' implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a Protected B environment	Technical
51	Technology	The Vendor must have the ability to provide appropriate level of security (Reliability Status) at the physical facility with access control restrictions for the access to CMHC data. The CMHC confidential and proprietary information, data and services shall be used exclusively for the benefit of CMHC	Technical
52	Technology	Proof, to the satisfaction of CMHC of the Contractor's ability to place appropriate level security controls and procedures for Protected B information to protect the confidentiality, integrity and availability (CIA) of any data of CMHC and its sub-licensees residing on hardware within the Selected Proponent's possession or control	Technical

53	Technology	Proof, to the satisfaction of CMHC of the Contractor's ability to employ Firewall technology to filter the required protocols and log all access attempts	Technical
54	Technology	Proof, to the satisfaction of CMHC of the Contractor's ability to develop and implement a Security Policy that includes: a. Regular auditing of all processes and reviews of Firewall rule sets b. Prohibited storage, use and access to any information for any purpose other than for the original intent of the transfer	Technical
55	Technology	Proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the Contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures	Technical
56	Technology	Proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures	Technical
57	Technology	The vendor must ensure Personal information is shared only with third parties who have agreements with the organization and has procedures in place to evaluate that the third parties have controls to meet the terms of the agreement, instructions, or requirements	Technical
58	Technology	The Vendor must ensure the collection of personal information is limited to what is necessary for the primary purpose identified in the notice or for the program activity	Technical
59	Technology	Proof, Personal information is retained for no longer than necessary to fulfill the stated purposes, unless a law or regulation specifically requires otherwise, and is stored securely	Technical
60	Technology	The vendor must ensure Personal information no longer needed, by contract end, is de-identified, anonymized, disposed of, or destroyed in a manner that prevents loss, theft, misuse, or unauthorized access	Technical

61	Technology	The Product must provide facilities to enable authorized Users to manage User role definitions if applicable, namely: i) To create new roles; ii) To delete roles; iii) To modify the capabilities and privileges for a role; iv) To view the capabilities and privileges for one or more roles; v) To allocate Users to roles; vi) To de-allocate Users from roles; and vii) To view the allocation of Users to roles	Technical
62	Technology	The Product must provide audit logs recording user activities, exceptions, and information security events. Audit logs should include events such as: ·User IDs ·Dates, times, and details of key events ·Terminal identity or location ·Records of successful and rejected system access attempts ·Records of successful and rejected data and other resource access attempts ·Changes to system configuration ·Use of elevated privileges ·Use of system utilities and Solutions ·Files accessed and the kind of access ·Network addresses and protocols ·Alerts raised by the access control system ·Activation and de-activation of protection systems, such as anti-virus systems and intrusion detection systems	Technical
63	Technology	Have the ability to ensure compliant secure connectivity between the Product and the rest of CMHC's systems	Technical
64	Technology	Have the ability to comply with CMHC IT Security standards and policies	Technical

## J. PRE-CONDITIONS OF AWARD

Pending the impact of CMHC business disruption risk assessment required as part of the RFP, upon request, proponent may be asked to complete the business continuity management attestation form attached hereto as appendix H, as part of this RFP process and prior to the execution of the agreement and for the duration of the contract.

## K. RATED CRITERIA

### R. 1 Experience and qualifications of the organization (page limit: 6)

- R.1.1 Provide a brief description of your organization (overview and history);
- R.1.2 Provide an organizational diagram;
- R.1.3 Outline your experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate).
- R.1.4 Diversity and Inclusion:
  - Indicate whether you have a supplier diversity program in place;
  - Indicate whether your organization considers itself a diversity supplier. A diversity supplier is defined as an organization that is owned and controlled by at least 51% of individual(s) who are considered: women, indigenous people, LGBTQ2+, persons with disabilities and visible minorities. If so, indicate whether your organization is a certified diverse supplier and provide certification details.

### R. 2 Approach and Methodology (page limit: 35)

- 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.2.5 Please describe the roadmap to provide improved capability that extends at least two years into the future. Describe how many years into the future the roadmap and strategy extend as well as the commitment by the company to achieve the roadmap. Describe the past achievements of the roadmap.
- R.2.6 Please describe your involvement with training the following users:
  - Day to day users
  - IT that provide maintenance and support for day to day users

### R. 3 Subject Matter Expertise (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 providing new Financial Planning & Analysis Software Tools;
- 3.1.2 Breadth of experience providing new Financial Planning & Analysis Software Tools;
- 3.1.3 Range of clients in the field of Financial Planning & Analysis Software Tools. 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 Experience and qualifications of the proposed resources (page limit: 15)
  - R.4.1 Please list the proposed resources in the applicable area of expertise (one page limit). Where possible, please indicate the corresponding resource level and resource title in accordance with the pricing form, beside the resource name for ease of cross-reference;
  - R.4.2 Please provide a brief bio and qualifications (one page per resource) of the resources assigned to applicable areas of expertise; and
  - R.4.3 Please briefly describe the role and level of involvement of the key resources in the examples described under R.3.3 above.

**L. REFERENCES**

CMHC may contact the references provided under rated criteria R.1.3 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process).

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP including one client utilizing the French functionality, from the proponent in the last 3 years.

**TABLE 2 – RATED CRITERIA**

The following sets out the categories and descriptions of the RFP.

Each proponent should provide the following in its proposal in the same order below.

ID	Category	Requirement Description	Type
65	Planning & Budgeting	Ability for reports to be used offline and online without creating version control errors	Functional
66	Planning & Budgeting	Ability to analyze results at the transactional level	Functional
67	Planning & Budgeting	Ability to track lending commitments vs. lending budget authorities, where commitments are stored in D365 CRM system	Functional
68	Planning & Budgeting	Ability to easily gather budget inputs from non-finance users (e.g., budget or line of business owners)	Functional
69	Planning & Budgeting	Ability to link budgets to specific operational drivers (e.g., business volumes, economic conditions)	Functional
70	Planning & Budgeting	Ability to set budgets for up to 50 years in the future and maintain up to 20 years of history.	Functional
71	Planning & Budgeting	Ability for business users to maintain plans without specialized technical support for configuration or customization	Functional
72	Planning & Budgeting	Ability to provide self-service and interactive dashboard feature with graphs and charts or other visualizations to improve usability and interpretation of results	Functional
73	Planning & Budgeting	Ability to generate a top down and bottom up (zero-base) plan or forecast, or a combination of both	Functional
74	Planning & Budgeting	Ability to attach source documents to key budget changes or analyses (e.g., budget change requests, benchmarking)	Functional

75	Planning & Budgeting	Ability to be the primary interface for all forecasting, planning and financial analysis conducted by the team	Functional
76	Planning & Budgeting	Ability to enable routine forecasting of multiple different financial scenarios based on changing economic environment, business conditions, new or changed products / pricing, cost and resource drivers and other factors	Functional
77	Planning & Budgeting	Ability to be a flexible platform for conducting a wide variety of analysis of financial performance, including but not limited to: Variance analysis, Correlation and trend analysis, Identification of efficiency opportunities	Functional
78	Planning & Budgeting	Ability to support integrated planning at CMHC	Functional
79	Project Planning & Analysis	Ability to allocate project expense as Operating or Capital expenditures depending on their nature and track any changes to the allocation throughout the project lifecycle	Functional
80	Project Planning & Analysis	Ability to integrate budget and forecast with project planning tools (e.g. MS Project)	Functional
81	Cost Allocation	Ability to use multiple different variables / inputs / drivers for allocation of costs	Functional
82	Cost Allocation	Ability to show calculation lineage for allocations (e.g., allow a product owner to see origin of their allocation)	Functional
83	Workforce Planning	Ability to allow for user friendly forecast inputs for FTE changes	Functional
84	Workforce Planning	Ability to calculate total workforce pension spend / liability, salary and benefits, and incentive compensation	Functional
85	Workforce Planning	Ability to calculate forecasted personnel spend based on actual salary level of the employee as recorded in our HR system - SAP success factors (i.e., not based on averages, or ranges)	Functional

86	Workflow	Ability to refresh data automatically and close to real-time	Functional
87	Workflow	Ability to notify Operational Managers when reports are available	Functional
88	Housing Programs	Ability to report on both calendar (January 1st to December 31st) and fiscal year (April 1st to March 31st) for budgeting / forecasting and reporting	Functional
89	Financial Disclosure Management	Comparative data (e.g.. dates, tables) is updated in the Quarterly Financial Report, without the need for manual data entry and report formatting is maintained	Functional
90	Financial Disclosure Management	Information is produced and consistent across external, audited financial statements, financial statement note disclosures, Management Discussion & Analysis with limited manual intervention	Functional
91	Financial Disclosure Management	Information is consistent across the Quarterly Financial Report and other financial management reporting with limited manual intervention	Functional
92	Financial Disclosure Management	Report updates when a number is revised, with the update flowing through the entire Quarterly Financial Report	Functional
93	Technology	Ability to demonstrate data reconciles with other core systems (i.e., D365 Finance and Operations, SAP SuccessFactors)	Technical
94	Technology	Ability to integrate with MS PowerBI	Technical
95	Technology	Ability to integrate with CMHC's data lake	Technical
96	Technology	Use automatic log-out for user sessions that exceed a reasonable period of inactivity	Technical
97	Technology	Each successful login attempt to the Product shall be recorded via an audit/activity log. Logs should be retained for at least one year. This log should include at a minimum: User ID Date of login Time of Login	Technical

98	Technology	Offer the ability for users to delegate approvals to other users using role based access controls (RBAC)	Technical
99	Technology	Capable of generating report of all operational and administrative roles within The Product with their respective duties and privileges. If this cannot be configured within The Product, a documentation of these roles and their corresponding privileges and duties must be retained	Technical
100	Technology	A process for product enhancement is in place and client input is solicited and prioritized	Technical
101	Technology	Provide control on the printing of data, preventing printing of sensitive data	Technical
102	Technology	Ability for approved configurations to be promoted from one environment to another	Technical
103	Technology	The Product's administrator should be alerted if the Product's components are unable to communicate with other system components	Technical
104	Technology	Provide a capability to log all critical errors and provide a notification alert	Technical
105	Technology	Outline how you will adjust Security Measures to meet or exceed the baseline safeguards. From time to time and upon written request by CMHC, you will be required to provide a written acknowledgement, within ten (10) days of such request and to the satisfaction of CMHC	Technical
106	Technology	Support encryption of confidential customer data in all environments as applicable to CMHC Security Policies	Technical
107	Technology	Passwords and secrets (for integration patterns) should be managed using Azure Key Management	Technical

108	Technology	Interfaces should ensure that communication transport channels containing Protected B or Protected A information are encrypted using a minimum cipher defined in corporate security standard	Technical
109	Technology	Able to place appropriate Protected Level B security measures and procedures to protect the confidentiality, integrity and availability (CIA) of any data of CMHC	Technical
110	Technology	Ability to save and export environment configuration data	Technical
111	Technology	Ability to export information in different formats, share content and save queries	Technical
112	Technology	Product architecture should be scalable to meet increased usage and access requirements	Technical
113	Technology	The vendor should have ongoing Privacy education and training program in which staff is consistently updated and attesting to their understanding	Technical

## APPENDIX D – FORM OF AGREEMENT

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



*CMHC Agreement No.*

**THIS AGREEMENT** dated as of \_\_\_\_\_, 2022 (hereinafter referred to as the “**Agreement**”)

**BETWEEN**

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

**AND**

("Contractor")

(Individually a “Party”, collectively the “Parties”)

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

### **Section 1.0 - The Deliverables**

- 1.1 The Contractor covenants and agrees to provide the goods and services, (“Services”) as described in at the prices set out in **Schedule “A” – Services and Basis of Payment**.
- 1.2 The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of this Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards including but not limited to the IT requirements and security measures listed in Section 4.15 and Schedules “B” and “C” of this Agreement.

## **Section 2.0 - Term of the Agreement**

- 2.1 The Agreement Term is the entire period of time during which the Contractor is obliged to provide the Services, which includes:
- 2.2 The "Initial Term", which begins on the date this Agreement is duly executed and ends on the first year anniversary of such date; and
- 2.3 If applicable, the period during which the Agreement is extended in writing by the Parties, the “Renewal Term”, provided that CMHC elects to exercise any options set out in this Agreement under Section 2.4.

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

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

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

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

The Contractor grants to CMHC the irrevocable option to purchase additional quantities of the Services and any other related products and services offered by the Contractor on the same terms and conditions granted under the Agreement and at the prices set out in



Schedule "A" or at any other mutually negotiated price agreed to by both Parties at the same, or better, discounts applied under this Agreement.

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

## **2.6 Termination**

- (1) CMHC may terminate this Agreement for any reason with no penalty or liability to CMHC of any kind by giving the Contractor at least thirty (30) days written notice at any time during the Term.
- (2) Notwithstanding anything to the contrary in this Agreement, CMHC may, by giving at least five (5) days prior written notice to the Contractor, terminate this Agreement without charge or liability of any kind to CMHC with respect to all or any part of the Agreement for any of the following reasons:
  - (i) the Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor within thirty (30) calendar days after receipt of written notice of such breach from CMHC, cures such breach in accordance with applicable requirements of this Agreement and to the sole satisfaction of CMHC;
  - (ii) CMHC has performed a threat risk assessment, which determines that the Services are incompatible with CMHC's privacy, access to information or security requirements pursuant to its internal guidelines, policies, procedures or applicable legislation.
  - (iii) the Contractor commits numerous breaches of its duties under this Agreement that collectively constitutes a material breach;
  - (iv) a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to provide the Services under this Agreement;
  - (v) the Contractor commits fraud;
  - (vi) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor, or if the Contractor

takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors; or

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

- (3) The Parties agree that in the event of termination of this Agreement pursuant to Section 2.6(2) and where an advance payment has been made by CMHC: (i) charges up to the date of termination will be calculated on a prorated basis of a twelve (12) month year and a thirty (30) day month and (ii) the Contractor shall immediately refund to CMHC the unliquidated portion of the advance payment and pay to CMHC interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.
- (4) CMHC may extend the effective date of termination in respect of any notice of termination given by CMHC in accordance with this Agreement one or more times as it elects, at its sole discretion, up to 365 days in the aggregate.
- (5) If CMHC determines that a breach by the Contractor of its obligations under this Agreement creates a material threat to the ongoing operations of CMHC or will result in a material fine, penalty or liability being incurred by CMHC, and such breach is not cured within seven (7) business days following the Contractor's receipt of notice from CMHC that it plans to exercise its right to terminate under this Section 2.6, then at CMHC's option, and without limiting any other rights CMHC may have under this Agreement, CMHC may, in its sole discretion: (i) appoint one or more third parties, including other service providers (each, a "Substitute Provider"), to provide all or any part of the Services;
- (6) Contractor's Transitional Support. If CMHC exercises its rights pursuant to Section 2.6 (2) of this Agreement, the Contractor will cooperate reasonably with and provide necessary transitional assistance to CMHC and any Substitute Provider in connection with the exercise by CMHC of those rights. Such assistance may include granting CMHC electronic access to Contractor's Service, as needed, and for a defined period of time, as mutually agreed upon by the parties but in no event for a period that is less than thirty (30) days, to allow CMHC to remove data on the Service.

### **Section 3.0 – Financial**

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

### **3.2 Invoicing Instructions**

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

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

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

**3.4** Subject to Section 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

### **3.5 Method of Payment**

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

information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

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

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

### **3.7 Audit**

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

## **Section 4.0 - General Terms and Conditions**

### **4.1 Intellectual Property Rights**

All of CMHC's Information (as defined under Section 4.2 of this Agreement) and all materials, reports and other work product produced under this Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright. Upon coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC

acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein. Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all CMHC Information, whether or not it is marked as confidential. The Contractor may use and disclose general knowledge, experiences, skills, and ideas that it may develop or acquire in connection with performing the Services, subject to compliance with the confidentiality provisions in this Agreement.

## **4.2 Confidentiality, Privacy and Access to Information**

### **4.2.1 Confidentiality and Non-Disclosure of CMHC Information**

- (1) In this section, "**CMHC Information**" refers to any and all information of a confidential nature, including all personal information, which is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor. The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of this Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement and, provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. In the event that a breach of confidentiality occurs, the Contractor will promptly notify CMHC and co-operate with CMHC to the extent required to remedy the breach.
- (2) Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services. The Contractor further acknowledges and understands that CMHC considers all CMHC Information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information. Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor promptly following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

- (3) Notwithstanding the foregoing, the Contractor shall be permitted to retain a copy of the records as is required by law or professional standards. Further copies of the records stored in the electronic backups of the Contractor shall be destroyed in accordance with their ordinary life cycle. The Contractor shall ensure that CMHC Information **shall remain in Canada** and accessed from/ within Canada and by individuals who have obtained the appropriate security screening as per Government of Canada security screening classification and expressly agrees to segregate CMHC Information, whether in electronic format or in hard copy, from other information by physical or electronic means. Without limiting the generality of the foregoing, the Contractor shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors except as provided for in this Agreement, without the prior written consent of CMHC.
- (4) The Contractor shall, at all times, ensure to transmit information between the Contractor and CMHC through secure means of transmission. In addition, when CMHC Information is stored, the Contractor will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in Schedule “B” (“Privacy and Security Requirements”) attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in Schedule “B”. The requirements of Schedule “B” will be binding on any third party to whom the Contractor outsources any of its IT or information management functions or who is managing such functions on behalf of the Contractor. In addition to the requirements set forth in Schedule “B”, the Contractor shall, to the extent the information contains personal information, comply with applicable Canadian privacy laws.
- (5) Where the Contractor may be required to disclose CMHC Information pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority, the Contractor shall: (a) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.

#### **4.2.2 Privacy**

- (1) Contractor acknowledges and agrees that all personal information collected or accessible to Contractor in the course of providing the Services, including CMHC personal information constitutes Confidential Information of CMHC to which the provisions of Section 4.2.1 apply, except to the extent such provisions are inconsistent with this Section 4.2.2, which prevails with respect to CMHC personal information. In addition to the foregoing obligations, Contractor will:
- (2) Handle all CMHC personal information in accordance with Canadian privacy laws;
- (3) Subject to Section 4.2.2 (1), perform its obligations under this Agreement in a manner that will facilitate CMHC's compliance with Canadian privacy laws;
- (4) if requested by CMHC, within five Business Days from the date upon which the request was made by CMHC, to the extent Contractor has possession or control of CMHC personal information, either: (i) update, correct or delete CMHC personal information or modify the individual's choices with respect to the permitted use by CMHC of such CMHC personal information; or (ii) provide access to CMHC or to its other service providers to enable it to perform the activities described in clause (i) itself;
- (5) if Contractor receives a request for access to CMHC personal information that is under the possession or control of Contractor immediately refer such request to CMHC, and respond to any such request only by making reference to such referral; and, if CMHC is required by any Canadian privacy laws to provide CMHC personal information to an individual that is in Contractor's possession or control, at CMHC's request, provide such CMHC personal information to CMHC on or before the deadlines for such provision required to enable CMHC to comply with any deadlines applicable under such Canadian privacy laws to the provision of such CMHC personal information, provided that CMHC has given Contractor sufficient notice to meet such deadlines;
- (6) if not legally prohibited (or has received a request from a law enforcement official to refrain) from doing so, notify CMHC of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by a governmental or regulatory authority for the disclosure of CMHC personal information, and, to the maximum extent permitted by applicable law, reasonably cooperate with CMHC in its efforts to oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request;
- (7) immediately notify CMHC if Contractor receives notice from any governmental or regulatory authority alleging that CMHC or Contractor has failed to comply with Canadian privacy laws in connection with the performance of this Agreement, or if Contractor otherwise becomes aware and reasonably believes that Contractor or CMHC may have failed or may in the future fail to comply with Canadian privacy laws in connection with the performance of this Agreement;

- (8) at CMHC's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to CMHC or CMHC personal information;
- (9) provide reasonable assistance to CMHC in responding to and addressing any complaint relating to the handling of CMHC personal information in the course of the performance of the Services; and
- (10) upon CMHC's written request, provide CMHC with an updated list of all Contractor personnel that have handled CMHC Personal Information.

#### **4.2.2 Privacy Breach Notification**

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

- (1) immediately, but in any event not later than two (2) business days from the date Contractor becomes aware of the occurrence of such security breach or privacy breach, notify CMHC by telephone and in writing;
- (2) take all steps necessary to enforce against any person that is or may be engaging in such unauthorized handling any rights that Contractor has to require such Person to comply with any obligation of confidence to Contractor and to cease such unauthorized activities;
- (3) do all things, execute all documents and give all assistance reasonably required by CMHC to enable CMHC to enforce against any person that is or may be engaging in such unauthorized handling any rights that CMHC has to require such person to comply with any obligation of confidence to CMHC and to cease such unauthorized activities; and
- (4) if the security breach involves CMHC personal information, then, if requested by CMHC, reasonably cooperate with and assist CMHC in CMHC's communication with the media, any affected Persons (by press release, telephone, letter, call centre, website or any other method of communication) and any governmental or regulatory authorities to explain the occurrence of the security breach and the remedial efforts being undertaken. The content and method of any such communications will be determined by CMHC and Contractor, to the extent such content refers to Contractor, acting reasonably. Additionally, Contractor shall assist CMHC in mitigating any



potential damage and take such commercial steps as are directed by CMHC to assist in the investigation, mitigation and remediation of each such security breach. As soon as reasonably practicable after any such security breach, Contractor shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with CMHC. Contractor shall provide updated information to CMHC should additional details be discovered regarding the cause, nature, consequences, or extent of the security breach.

#### **4.2.3 Access to Information**

- (1) Contractor acknowledges that the Access to Information Act applies to CMHC and may require the disclosure of information. The Parties will comply with the provisions of the Access to Information Act, including in connection with a request under the Access to Information Act by a third party for access to information (“Access to Information Act Request”).
- (2) If an Access to Information Act Request is made to Contractor (rather than to CMHC) for access to any CMHC Information, Contractor will: (a) not communicate with or respond to the Person making the Access to Information Act Request, except as directed by CMHC in writing; (b) promptly, but in any event within seven days (or such other period of time as may be agreed by the Parties) of the receipt of such Access to Information Act Request, forward that Access to Information Act Request to CMHC; and (c) without detracting from CMHC’s responsibilities and Contractor’s rights under the Access to Information Act, reasonably cooperate with CMHC as necessary to enable CMHC to respond to each Access to Information Act Request or otherwise comply with the Access to Information Act.
- (3) The Contractor advises that it is its position that this Agreement and certain of the schedules hereto, and certain records in the possession and control of CMHC with respect to the Services contain confidential commercially sensitive information of the Contractor, and the Contractor will be provided an opportunity to respond to any Access to Information Act Request and submit proposed redactions in respect of same to the extent that Contractor is permitted to submit proposed redactions under applicable law. CMHC will make commercially reasonable efforts to notify Contractor of a request under any Access to Information Act Request that involves confidential commercially sensitive information of Contractor.

#### **4.3 Contractor's Indemnification**

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the

Services, which indemnity includes any claims by third parties relating to data breaches of CMHC Information. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor. The Contractor shall indemnify, defend and hold harmless CMHC, its officers and employees from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and damages arising out of any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret. CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence. Further, the Contractor agrees that it shall be responsible for the payment of any costs pertaining to its insurance deductibles/self-insured retentions, so that Contractor's indemnity to CMHC shall not be impacted, reduced or inconvenienced by any such deductible/self-insured retention.

#### **4.4 Independent Contractor**

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of this Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors. Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

#### **4.5 Contractor's Authority**

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

#### **4.6 Corporation Identification**

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

#### **4.7 Conflict of Interest**

The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists. The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties to CMHC. In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under this Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor. Any public office holder or former public office holder must be in compliance with the provisions of the Conflict of Interest Act in order to derive a direct benefit from any Agreement.

#### **4.8 Insurance**

The Contractor shall, at its own expense, procure and maintain or cause to be procured and maintained in force for the duration of this Agreement. The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.

##### **(1) Commercial General Liability Insurance**

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

##### **(2) Professional Errors & Omission Liability**

Professional Liability Insurance with insurers licensed to do business in Canada with a limit of not less than \$5,000,000 per claim providing coverage for but not limited to, actual or alleged acts, errors or omissions; economic loss arising from or related to errors or omissions committed by the vendor, its agents, contractors or employees, arising out of

the performance of this Agreement. Coverage includes defense costs and damages arising from claims for financial loss caused by a negligent act, error or omission in the rendering of or failure to render services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.

### **(3) Computer Security and Privacy Liability**

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

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

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

Other conditions

The Contractor shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the vendor shall maintain continuous insurance coverage during the term of this Contract and in addition to the coverage requirements above, such policy shall provide that:

- i.Policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
- ii.Policy allows for reporting of circumstances or incidents that might give rise to future claims; and

- iii. Not less than a three year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.
- iv. If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.
- v. Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract

#### **4.9 No Limitation**

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

#### **4.10 Non-Compliance**

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

#### **4.11 Force Majeure**

In the event that a Party is prevented from fulfilling its obligations under the terms of this Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, pandemics, fire, explosion or any other natural disasters over which the Party has no reasonable control. Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under this Agreement, CMHC may secure the services of other qualified contractors to perform the Services without further compensation or obligation to the Contractor.

#### **4.12 Non-Waiver**

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

#### **4.13 Laws Governing Agreement**

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

#### **4.14 Official Languages**

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

#### 4.15 Security Measure Requirements

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

- (1) Proof, to the satisfaction of CMHC of the Contractor's implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a Protected B environment;
- (2) Proof, to the satisfaction of CMHC that an enhanced threat and risk assessment has been conducted on the Contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures;
- (3) Proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor's technology/infrastructure within the last three (3) months of the CMHC request for assessment of the Contractor's Security Measures, and on the virtual server that is created for use with CMHC data;
- (4) Provide CMHC with a "Security Controls Checklist" as detailed within one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent.
- (5) From time to time and upon written request by CMHC, provide a written acknowledgement, within ten (10) days of such request and to the satisfaction of CMHC, outlining how the Contractor will adjust its Security Measures to meet or exceed the minimum security safeguards as outlined in this contract.
- (6) From time to time and upon written request by CMHC I&T Security Risk Management, provide written acknowledgement assuring CMHC that security controls are being managed in accordance with a Protected B environment throughout the Term of this Agreement. The contractor will be required to ensure that any additional safeguards have been implemented to address any residual risks identified by it or by CMHC.

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

#### 4.16 Backup and Recovery of CMHC's Data

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

#### **4.17 Service Levels**

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

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

#### **4.18 Extras**

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

#### **4.19 Assignment of the Agreement**



This Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason. It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under this Agreement or impose any liability upon CMHC.

#### **4.20 Closure of CMHC Offices or Suspension of Operations**

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

#### **4.21 Severability**

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

#### **4.22 Scope of Agreement**

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

#### **4.23 Binding**

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

#### **4.24 Survival of Terms**

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

### **Section 5.0 - Agreement Administration**

#### **5.1 Contract Administrator**

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

#### **5.2 Notices**

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

##### **Invoicing:**

**CMHC Accounts Payable**  
[AccountsPayable@cmhc-schl.gc.ca](mailto:AccountsPayable@cmhc-schl.gc.ca)

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

**CMHC Procurement:**  
David LaBerge,  
Sr. Procurement Advisor  
700 Montreal Road  
Ottawa, Ontario K1A 0P7  
dlaberge@cmhc.gc.ca (613) 748-4794

**CMHC Client and End User:**

**Contractor:**

**Article 6.0 - Documents comprising this Agreement**

**6.1** The "Agreement Documents" consist of the following and collectively form the Agreement:

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

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

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

**NAME OF CONTRACTOR**

**CANADA MORTGAGE AND HOUSING CORPORATION**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



**SCHEDULE "A"**

**SERVICES AND BASIS OF PAYMENT**

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

TABLE 1

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

Note – Contractor to insert description of the Services.

## **APPENDIX E – PRIVACY RISK MANAGEMENT QUESTIONNAIRE**

### **1. PRIVACY MANAGEMENT STRUCTURE**

Please provide:

- a. An organizational chart indicating the privacy functions within your organization.
- b. Position descriptions of the senior privacy management function.
- c. Terms of Reference for Board committees that are responsible for oversight of the privacy function.

### **2. POLICY/PROCESS MANAGEMENT**

2.1 Provide copies of existing privacy and information security policies.

2.2 Please describe:

- a. How your firm develops, approves and implements privacy policies that cover the service to be provided.
- b. How such policies are communicated to employees, agents and sub-contractors.
- c. How your firm develops and approves privacy -related processes that cover the service to be provided.
- d. The process and timetable for the review/updating of such policies and processes.
- e. How will you align to CMHC's records and data retention requirements, and records management-related policies?

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

- a. How your firm ensures adherence to your privacy obligations to CMHC.
- b. How your firm provides personal information to such third parties for the performance of services to the Service Provider on behalf of CMHC.

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

### **3. TRAINING AND AWARENESS**

#### 3.1 Please describe:

- a. What privacy training your firm provides to employees, agents and sub-contractors that will be involved in providing the service to, or on behalf of, CMHC.
- b. How it provides general privacy training to new employees, agents and subcontractors?
- c. How your firm documents who receives privacy training?
- d. How your firm updates its training to reflect changes in technology, policy or processes?

### **4. MONITORING / CONTROLS**

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

More specifically:

- a. What applications/processes are monitored?
- b. What is the frequency of monitoring?
- c. What kinds of anomalies are noted for review?
- d. Who conducts the monitoring?
- e. How are paper records, if any, audited/monitored for deficiencies, gaps or lost records?
- f. How are audit/monitoring efforts reflected in changes to policy or processes?

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

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

#### 4.3 Please describe:

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

- 4.4 Where CMHC personal information data is stored in electronic databases, what processes are used to:
- a. Authenticate authorized users?
  - b. Terminate access when users change roles or leave the Service Provider?
- 4.5 Describe your firm's processes related to the destruction of:
- a. Information technology equipment (e.g. server hard drives, mobile devices).
  - b. Records.
- 4.6 Where electronic systems are used, please describe the change management process used to ensure
- that changes in software configurations or versions do not adversely affect the availability and integrity of CMHC personal information.

## **5. DATA STORAGE**

- 5.1 Where CMHC personal information data is stored in electronic databases:
- a. Where are the databases located? Are the databases accessible outside of Canada?
  - b. How have you prepared for General Data Protection Regulation?
- 5.2 Are you able to provide an inventory or data map of where CMHC records and personal information will be stored within your IT environment (i.e. including backup servers)?
- 5.3 Where CMHC personal information data is stored in paper records:
- a. Where are the records located?

## **6. INCIDENT RESPONSE**

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

- 6.1 Has your firm:
- a. Had any privacy breaches with respect to client information?



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

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

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

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

6.5 More specifically, please describe:

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

b. Who is involved in incident response?

c. How your firm decides to notify CMHC?

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

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

## **7. REQUESTS FOR ACCESS/CORRECTION TO PERSONAL INFORMATION**

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

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

b. To correct or rectify information about individuals?

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

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

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

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

7.6

## **8. SECURITY/PRIVACY COMPLIANCE**

- 8.1 What security standards do you ascribe to (i.e., NIST, ISO, ANSI etc.)?
- 8.2 How often do you perform security checks, assessments, audits, and access reviews?
- 8.3 How often do perform privacy impact assessments?
- 8.4 How will you assist CMHC during a PIA or security review (e.g., are you able to provide requirements, process documentation, participate in interviews etc.)?
- 8.5 Can you provide proof of compliance to privacy and security requirements (i.e., copies of PIA, ISO certifications, independent audit reports)?

# APPENDIX F - BUSINESS CONTINUITY MANAGEMENT ATTESTATION FORM

**Part 1. Service Provider Information**  
 (to be completed by Service Provider)

Company Name:		Department:	
Contact Name:		Title:	
Telephone:		E-mail:	
Business Address:		City:	
State/Province:		Country:	
			Postal Code / Zip Code:
Company Website (URL):			

**Part 2. CMHC Operational Manager Information**  
 (to be completed by CMHC Operational Manager responsible for Service Provider`s Contract).

Contract File Number:	
-----------------------	--

Contract Effective Date:		Contract End Date:	

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

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

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

BCM Requirement	Description	Compliance Status (Select One)	In accordance with the contract
			Remediation Date and Actions (if Compliance Status is “No”)
1	Business Impact Analysis in place and updated on annual basis	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2	Business Continuity Plans in place and updated on annual basis	<input type="checkbox"/> Yes <input type="checkbox"/> No	

		<input type="checkbox"/> N/A	
<b>3</b>	The Plans include communications strategies, critical contact names, telephone numbers and notification mechanism	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>4</b>	Business Continuity Plans exercise on annual basis	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>5</b>	Disaster Recovery Systems Testing on annual basis in accordance with the Recovery Time Objective (RTO) in the contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

**Sub-contracting**

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

N/A  Yes  No

---

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

N/A  Yes  No

---

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

N/A

Yes  No

---

#### Part 4. Service Provider Acknowledgments

(to be completed by the Service Provider)

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

---

<b>Service Provider's Executive Officer Name (or delegated authority) (<i>printed</i>):</b>	<b>Title:</b>
<b>Signature, Service Provider's Executive Officer (or delegated authority)</b>	<b>Date:</b>

---

#### Part 5. Validation

(to be completed by CMHC BCM Lead)

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

---

**Compliant:** All CMHC's BCM requirements are met.

---

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

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

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

<b>CMHC BCM Lead (or delegated authority)</b> <i>(printed):</i>	<b>Title:</b>
<b>Signature of CMHC BCM Lead (or delegated authority)</b>	<b>Date:</b>

**Part 6. Confirmation of Compliant Status**

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

Description of Services that is provided by CMHC:

Criticality Ranking: <i>Is this service mission critical to CMHC (as per CMHC Sector BCP or BIA)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the service is mission critical to CMHC please indicate the Maximum Allowable Downtime - MAD / Recovery Time Objective - RTO (as taken from CMHC Sector BCP or BIA):	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>CMHC Operational Manager</b>	<b>Title:</b>

---

***(printed):***

---

***Signature of CMHC Operational Manager***

**Date:**



## APPENDIX G – VACCINATION COMPLIANCE ATTESTATION FORM – CMHC SERVICE PROVIDER

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

**RE: CMHC Vaccination Requirements for Service Providers**

The undersigned duly authorized officer(s) of [**Name of Service Provider**] (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 Schedule “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.

Name of authorized officer: \_\_\_\_\_

Job Title: \_\_\_\_\_

Organisation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: ----- \_\_\_\_\_

### **Schedule "A to Appendix G"**

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.