

REQUEST FOR PROPOSAL (RFP)

For

Media Monitoring Services

Request for Proposal (RFP) No.: 000964
Issued: February 14, 2022
Submission Deadline: 2:00 PM EST, March 1, 2022
Address Inquiries to RFP Contact: Ryan Lemay, Senior Procurement Officer
Email: rlemay@cmhc-schl.gc.ca



TABLE OF CONTENTS

PART 1 – SUBMISSION INSTRUCTIONS	3
1.1 OBJECTIVE OF THIS RFP	3
1.2 RFP CONTACT.....	3
1.3 TYPE OF CONTRACT FOR DELIVERABLES	3
1.4 RFP Timetable	3
1.5 SUBMISSION OF PROPOSALS	4
PART 2 – EVALUATION, NEGOTIATION AND AWARD	6
2.1 STAGES OF EVALUATION AND NEGOTIATION.....	6
2.1.1 Stage I – Mandatory submission requirements.....	6
2.1.2 STAGE II – EVALUATION	6
2.1.3 STAGE III – PRICING	6
2.1.4 STAGE V – PRESENTATION.....	6
2.2 Ranking and contract negotiations.....	6
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	9
3.1 GENERAL INFORMATION AND INSTRUCTIONS	9
3.2 COMMUNICATION AFTER ISSUANCE OF RFP.....	10
3.3 Notification and Debriefing	10
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information	12
3.6 Procurement Process Non-binding	13
3.7 Governing Law and Interpretation.....	13
APPENDIX A – SUBMISSION FORM.....	15
APPENDIX B – PRICING FORM	19
APPENDIX C – RFP SPECIFICATIONS.....	21
A. BACKGROUND	21
B. THE DELIVERABLES	21
C. WORK LOCATION.....	23
D. TRAVEL	23
E. SECURITY	23
F. CMHC DATA.....	24
G. MATERIAL DISCLOSURES	24
H. MANDATORY SUBMISSION REQUIREMENTS.....	24
I. MANDATORY TECHNICAL REQUIREMENTS.....	24
J. PRE-CONDITIONS OF AWARD.....	24
K. RATED CRITERIA	24
L. PRESENTATION	26
M. REFERENCES.....	26
APPENDIX D – FORM OF AGREEMENT	27

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.

With this RFP CMHC is seeking prospective proponents to submit proposals for Media Monitoring Services as further described in Section A and B of the RFP Specifications (Appendix C).

It is CMHC’s intention to enter into an agreement on a non-exclusive basis with the successful proponent. The term of the agreement resulting from this RFP is to be for a period of two (2) years, with an option to extend the agreement on the same terms and conditions for two additional terms of up to one year each.

1.2 RFP CONTACT

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

Ryan Lemay
Senior Procurement Advisor
rlemay@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	February 14, 2022
Deadline for Questions	5:00 PM EST February 21, 2022
Deadline for Issuing Addendum	February 24, 2022
Submission Deadline of proposals	2:00 PM EST, March 1, 2022
Evaluation Deadline	April 4, 2022
Anticipated Contract Negotiation Period	24 calendar days
Anticipated Execution of Agreement	April 28, 2022

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

1.5 SUBMISSION OF PROPOSALS

1.5.1 PROCUREMENT BUSINESS NUMBER

CMHC utilizes the Supplier Registration Information (“SRI”) database maintained by Public Services and Procurement Canada (“PSPC”) as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business Number (“PBN”) provided by this registration must be included with the proponent’s proposal. If proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

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

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

Email Address: EBID@cmhc-schl.gc.ca (“Submission Location”)
CC: ProcurementSourcing_Sourcesd'approvisionnement@cmhc-schl.gc.ca

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

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

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

Upon receipt of proposals, an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that proponents follow up with the RFP Contact should they not receive said confirmation within thirty (30) minutes of their submission.

1.5.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: 2:00 PM EST on March 1, 2022 (“Submission Deadline”)

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

1.5.4 AMENDMENT OF PROPOSALS

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

1.5.5 WITHDRAWAL OF PROPOSALS

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

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 STAGES OF EVALUATION AND NEGOTIATION

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

2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements due at time of submitting the proposal, such as licences or certificates, and detailed in Section H of the RFP Specifications (Appendix C). Should a proponent not include a submission requirement with its proposal, the proponent will be notified by CMHC and will have forty eight (48) hours from the time of notification to meet this requirement. Only proponents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A.

2.1.2 STAGE II – EVALUATION

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

A. MANDATORY TECHNICAL REQUIREMENTS

CMHC will review the proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in Section I of the RFP Specifications (Appendix C), have been met. The mandatory technical requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. Questions or queries on the part of CMHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 of Part 3. Only proponents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

B. RATED CRITERIA

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

2.1.3 STAGE III – PRICING

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

2.1.4 STAGE IV – PRESENTATION

Stage IV will consist of a presentation (the "Presentation") by the top four (4) scoring proponents to a committee of CMHC employees with the right to vote (the "Evaluation Team") as set out in Section L of the RFP Specifications (Appendix C).

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, Section K and Section L.

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 four (4) 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

Proponent's proposals can be submitted in English and French.

3.1.3 NO INCORPORATION BY REFERENCE

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

3.1.4 REFERENCES AND PAST PERFORMANCE

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

3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE

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

3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS

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

3.1.7 PROPOSAL TO BE RETAINED BY CMHC

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

3.1.8 TRADE AGREEMENTS

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

3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

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

3.2 COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1 PROPONENTS TO REVIEW RFP

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

3.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA

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

3.2.3 POST-DEADLINE ADDENDA AND EXTENSION OF SUBMISSION DEADLINE

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

3.2.4 VERIFY, CLARIFY AND SUPPLEMENT

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

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 NOTIFICATION TO OTHER PROPONENTS

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

3.3.2 DEBRIEFING

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

3.3.3 PROCUREMENT PROTEST PROCEDURE

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

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 CONFLICT OF INTEREST

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

3.4.2 DISQUALIFICATION FOR PROHIBITED CONDUCT

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

3.4.3 PROHIBITED PROPONENT COMMUNICATIONS

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

3.4.4 PROPONENT NOT TO COMMUNICATE WITH MEDIA

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

3.4.5 NO LOBBYING

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

3.4.6 ILLEGAL OR UNETHICAL CONDUCT

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion.

Proponents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other representatives of CMHC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7 PAST PERFORMANCE OR PAST CONDUCT

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

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

3.5 CONFIDENTIAL INFORMATION

3.5.1 CONFIDENTIAL INFORMATION OF CMHC

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

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

3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT

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

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 NO CONTRACT A AND NO CLAIMS

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

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

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

3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT

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

3.6.3 NON-BINDING PRICE ESTIMATES

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely affect the evaluation or ranking or the decision of CMHC to enter into an agreement with the proponent for the Deliverables.

3.6.4 CANCELLATION

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

3.7 GOVERNING LAW AND INTERPRETATION

These Terms and Conditions of the RFP Process:

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

- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. PROPONENT INFORMATION

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

2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

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

3. ABILITY TO PROVIDE DELIVERABLES

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

4. NON-BINDING PRICING

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

5. ADDENDA

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

6. NO PROHIBITED CONDUCT

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

7. CONFLICT OF INTEREST

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section 7 (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1) participated in the preparation of the proposal; **AND** (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline.

Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFP.

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

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

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

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

8. DISCLOSURE OF INFORMATION

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

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

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

9. SECURITY CLEARANCE

The proponent agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as outlined in Section E. Security of the RFP Specifications (Appendix C).

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 Schedule D of the Agreement form attached hereto as Appendix D at the request of CMHC and prior to the execution of any written agreement between proponent and CMHC.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, on-going maintenance costs, all travel and carriage costs, all insurance costs, all costs of delivery (including any on-boarding/training costs, if not listed separately in the pricing form), all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Travel expenses are considered separate expenses and will be reimbursed in accordance with CMHC’s Travel Policy outlined in the Form of Agreement included in Appendix A of this RFP.

2. EVALUATION OF PRICING

Pricing is worth 25 points of the total score.

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

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

3. PRICING FORM

The proponent must submit a fixed (firm) rate for the following services related to the requirements set out in the Deliverables of the RFP:

Pricing Table 1 – Deliverables (Initial Term – 2 years)

Item #	Deliverable Description	Unit Quantity	Unit Cost	Total CDN before tax
1	Stand-alone pricing for production of a daily media press clipping	Monthly (24 months)		
2	Stand-alone pricing for other types of report as listed above: - Weekly Housing Announcements Coverage - Bi-weekly intelligence review - Bi-weekly COVID-19 News Releases and Articles - Monthly Sentiment - Annual report on traditional media coverage	Monthly (24 months)		

	- Quarterly raw data on CMHC media coverage			
3	Stand-alone pricing for the production of ad hoc reports: Option 1: 5 reports per month Option 2: 10 reports per month Option 3: 15 reports per month	Monthly (24 months)		
4	Separate pricing to access broadcast notes and transcripts (if applicable)	Monthly (24 months)		
5	Separate pricing for integrated sources/copyrights (if applicable)	Monthly (24 months)		
6	Ad-hoc additional services - Any other costs that would be required to pay in the event of new configuration or expansion of the solution. For example, an hourly rate if consultation is required for an addition.			
7				
8				
9				
Subtotal (this total will be used for the evaluation)				
HST (13%)				
Total Including Taxes				
Blank rows (Item # 7-9) are provided above for proponents to include any additional items ("Other") which they intend to charge for during the Initial Term of the Agreement. All Other costs will form part of the subtotal and the proponent's evaluated price.				

In addition, the proponent must indicate how the above fixed rate for the item was calculated, referencing the following:

- a) Separate monthly cost for proponent's integrated sources, if applicable;
- b) Details on how the number of readers (or viewers) affects the total cost of the proposal;

Pricing Table 2 – Optional Deliverables (Renewal Term – Year 3 and Year 4)

Please insert pricing table with two annual renewal option years including Items from Table 1, as applicable.

APPENDIX C – RFP SPECIFICATIONS

A. BACKGROUND

CMHC is seeking proposals from proponents with a proven track record in providing a comprehensive, integrated media monitoring and analysis solution. The objective of this RFP is to select one (1) Proponent to provide any goods and/or services (“**Services**”).

B. THE DELIVERABLES

CMHC would like to get a clear view of its traditional media coverage (print, online, television and radio), with customized media monitoring and measurement services tailored to its needs.

CMHC is looking to engage with a proponent that can provide daily media clippings, and other types of reports, prepared by dedicated media analysts, on a variety of topics, including brand, competitor and industry news.

CMHC is not looking to have access to a self-serve monitoring tool.

The proponent must be able to:

- Provide press reviews, and/or clippings packages daily. These must be responsive to various electronic platforms (i.e., mobile, tablet).
- Distribute via e-mail any articles captured to a provided list of CMHC employees and Board members.
- Create a list of pertinent keywords relevant to the housing ecosystem (at a national, provincial, municipal and local level), and CMHC’s mandate. The proponent will provide ongoing keyword management support, and update list of keywords on a regular basis.
- Provide other type of ad hoc reports, analysis and metrics, on an as-needed basis.

Specific Requirements:

Integration of print, online, television and radio news clippings (articles/stories) from a variety of national and regional news outlets

While integration of major international outlets is not a mandatory requirement, proponents should detail their offerings and capabilities.

Print: The proponent must be able to provide electronic delivery of full-text articles from English and French daily newspapers, as well as English and French weekly newspapers (i.e., community), and consumer and trade publications published in Canada. The proponent must provide a list of all print and electronic sources accessible within their portal.

Online: The proponent must be able to provide access to French and English web-based articles containing content related to CMHC’s keywords.

Broadcast: The proponent must be able to provide summaries, video clips and electronic transcripts from national, regional and local television and radio news across Canada, in

English and French. The proponent must provide a list of all television and radio sources accessible within their portal.

On-demand access to a variety of metrics to analyze media coverage, and visual representations of this analysis (i.e., dashboard)

When requested, the proponent must be able to provide dashboards including a variety of metrics (such as broadcast reach, print circulation, unique visitors, total mentions, mentions in the headlines, mentions by tiers, share of voice, etc.), and present them in a visual manner through charts and graphs, based on selected keywords. In addition, the proponent must be able to determine, when requested, the tone/sentiment of the media coverage captured (system-generated, with manual override capability). Finally, the proponent must be able to provide raw data of CMHC coverage, that are exportable in Excel or CSV format for further in-house analysis.

Media Searches

The proponent must allow for the organization of articles related to CMHC, based on keywords provided by CMHC. When requested, the proponent must be able to perform specific searches on a key topic, and capture all content, in French and English media nationwide (print, broadcast and Web coverage) within reasonable time of their release. At times, CMHC will request a search that will necessitate to look at past content, (i.e. over the past year). Proponent must provide how far back it can search available content on their portal.

Copyrights and sources

The proponent will ensure that appropriate copyrights are respected. The proponent must provide separate pricing for any integrated sources (i.e., sources the proponent owns the copyright to, or already have agreements with), if applicable.

If additional sources are required, the proponent will undertake the appropriate actions to secure these sources.

Media Monitoring Reports and Frequency

The proponent will monitor and deliver the following media coverage reports according to keywords approved by CMHC.

Daily Media Clipping

The proponent will distribute via e-mail one daily media clipping per day to a provided list of CMHC employees and Board members. The format of the clipping must be user-friendly, simple and easy to access from different platforms. The daily clipping must be organized for an easy read, and be delivered to recipients by 7:00 AM Eastern Time every weekday, and 9:00 AM Eastern Time on weekends (excluding holidays).

Separate pricing must be provided for delivery by the proponent of a daily clipping package.

Other Reports

In addition to the daily media clippings, the proponent will be required to conduct other types of scheduled reports. These include the following:

- Weekly Housing Announcements Coverage: summary of media coverage related to housing announcements.
- Bi-weekly intelligence review: CMHC sector specific media monitoring to help internal stakeholders monitor media landscape related to their business.
- Bi-weekly COVID-19 News Releases and Articles: summary of media coverage related Covid-19 related news.
- Monthly Sentiment: percentage of positive, neutral and negative sentiment associated to CMHC mentions in the news.
- Annual report on traditional media coverage, including key messages and competitors analysis.
- Quarterly raw data on CMHC media coverage: raw data of CMHC coverage that can be exportable in Excel or CSV formats for further in-house analysis (such as reach, unique visitors, total mentions, mentions in the headlines, mentions by tiers, share of voice, etc.).

Separate pricing for each of these reports must be provided for delivery by the proponent.

Ad Hoc Requests

These reports are usually deeper dives in a specific topic, and include not just coverage, but also analysis, key metric dashboard, etc. CMHC will provide appropriate keywords for each of these requests. For these ad hoc requests, the proponent will have to demonstrate quick turn-around times. Some of these reports will be required the same day (as short as within 3 hours). Turn-around times will be agreed upon before each request.

Examples of ad hoc requests could include the following:

- Ad hoc reporting on specific housing issues: summary of media coverage received/stakeholder reactions to a specific topic.
- Ad hoc reporting on key CMHC initiatives: summary of media coverage around a specific CMHC campaign, program, event, or activity of interest.
- Federal Budget Summary Report: summary of media coverage related to housing (including stakeholder reactions).

The number of ad hoc requests can vary. Separate pricing must be provided for delivery by the proponent for these ad hoc reports, including monthly price for the following options: 5, 10, and 15 reports per month.

To execute the above, the following technical requirements would be needed:

- Demonstrate e-mail sending functionality is secured from tampering, intrusion.
- Agree to not use CMHC emails for other purposes

C. WORK LOCATION

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

D. TRAVEL

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

E. SECURITY

N/A

F. CMHC DATA

N/A

G. MATERIAL DISCLOSURES

N/A

H. MANDATORY SUBMISSION REQUIREMENTS

1. SUBMISSION FORM (APPENDIX A)

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

2. PRICING FORM (APPENDIX B)

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

3. OTHER MANDATORY SUBMISSION REQUIREMENTS

N/A

I. MANDATORY TECHNICAL REQUIREMENTS

N/A

J. PRE-CONDITIONS OF AWARD

N/A

K. RATED CRITERIA

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

Rated Criteria Category	Weighting (%)
R.1 Qualifications of the Organization	5%
R.2 Subject Matter Expertise	60%
Stage III - Pricing (See Appendix B for details)	25%
Stage IV – Presentation (See Section L for details)	10%
Total	100%

Submission requirements (proposal content) for each rated criteria category

Note:

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

R. 1 QUALIFICATIONS OF THE ORGANIZATION (PAGE LIMIT: [2])

- R.1.1 Provide a brief description of your organization (overview and history);
- R.1.2 Outline your experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate).
- R.1.3 Please provide three (3) references of work performed, within the last five (5) years of issuance of this RFP, for other clients and contracts of similar size and scope. For each reference, the Proponent must provide the following:
 - a) Company name and address
 - b) Contact person name, phone number and email address
 - c) The start and end dates of the Contract
 - d) A clear and brief description of the nature of work completed under the contract
- R.1.4 Describe why your organization is ideally suited to provide the Deliverables to CMHC;
- R.1.5 Please list the proposed resource. Specifically, name the key resource/project lead (the Senior Consultant) for the CMHC account, and any other human resources, and provide their qualifications, level and title.

R. 2 SUBJECT MATTER EXPERTISE

- R.2.1 The proponent must provide detailed information relative to the requirements set out in the Deliverables of the RFP. In addition, detailed responses to the requirements should describe how the proposal meets each requirement listed below and any deficiencies should be identified and remedial action explained:
 - 2.1.1 Ability to provide print, broadcast, and web sources
 - 2.1.2 Total cost according to number of recipients of daily clippings packages.
 - 2.1.3 Responsiveness to various electronic platforms (i.e., mobile, tablet, etc.)
 - 2.1.4 Ability to provide a daily clippings package, excluding holidays, by 7:00 AM Eastern Time every business day, and by 9:00 AM Eastern Time on weekends.
 - 2.1.5 Ability to provide dashboards including metrics such as reach, unique visitors, sentiment/tone, etc. Ability to provide raw data of CMHC media coverage in Excel or CSV format.
 - 2.1.6 Experience and capability in producing and assembling daily press reviews, media clippings and other types of reports (as per section titled Media Monitoring Reports and Frequency), including process to do so, format, relevant content using pre-determined keywords, time of delivery, etc. Proponents must provide at least two examples: one of a daily clipping, and one of a specific topic media coverage of their choice.
 - 2.1.7 Ability to meet the media monitoring and report frequency as stated above.

- 2.1.8 Ability to meet last minute and urgent requests, on an as-needed basis.
- 2.1.9 The proponent should describe the flexibility of the service where it is over and above that stated as a requirement.
- 2.1.10 Dedicated responsive resource/team to CMHC account for all media monitoring activities, with easy access during business hours, with quick turn-around times.

L. PRESENTATION

The purpose of the Presentation is to allow: (a) the qualified proponents to address the major elements of their proposal, (b) the Evaluation Team to obtain any required clarification based on a set of pre-defined questions, which will be issued by CMHC, and (c) the members of the Evaluation Team to interact directly with key representatives of the proponent’s proposed team. In advance of the Presentation, each proponent invited to make the Presentation will receive in writing: (i) the agenda for the Presentation and (ii) a set of pre-defined questions that they will be required to address in their Presentation. The Presentation will be held via video conferencing. The Presentation has an assigned weighting of 10 % and will be evaluated as per the following:

- a) Proponents will be asked to do a 30 minute-presentation to CMHC, including an overview of their service offer, and presentation of two examples of reports of:
 - 1. daily clipping
 - 2. specific topic media coverage of their choice.

Proponents will also be asked to show how these examples of reports look like on mobile and desktop.

Presentation Rated Criteria		Weighting (%)
1.0	Presentation of proponent's proposal including an overview of the services offered	2 %
2.0	Presentation of the example reporting for: <ul style="list-style-type: none"> 1. Daily clipping; and 2. Specific topic media coverage 	6 %
3.0	Proponent’s answers to pre-defined questions	2 %
Total		10 %

M. REFERENCES

CMHC may contact the references provided under rated criteria R.1.4 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process).

APPENDIX D – FORM OF AGREEMENT



CMHC SOFTWARE-AS-A-SERVICE (“SAAS”) AGREEMENT

CMHC FILE No. XXXX

THIS SaaS AGREEMENT (“Agreement”) is executed

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION

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

(Hereinafter referred to as "**CMHC**")

- and -

Contractor Name and Address (to be completed upon contract negotiation)

(Hereinafter referred to as the "**Contractor**")

(Each individually a "**Party**" and collectively the "**Parties**")

Contents

Article I.	Definitions	3
Article II.	SaaS Services	4
Article III.	Representations and Warranties	4
Article IV.	Term and Termination	5
Article V.	Price and Payment	7
Article VI.	Conflict of Interest	9
Article VII.	Confidentiality and Privacy	10
Article VIII.	Intellectual Property	15
Article IX.	Audit	16
Article X.	Contingency Planning	16
Article XI.	Indemnification	17
Article XII.	Limitation of Liability	20
Article XIII.	Insurance Obligations	20
Article XIV.	General Terms	22

ARTICLE I. DEFINITIONS

“**Authorized User**” means any individual or entity authorized by CMHC to access and use the SaaS Services through CMHC’s account under this Agreement, each of which shall be identified by CMHC’s written notice to the Contractor as set forth in Schedule A of this Agreement.

“**CMHC Content**” means any content, materials, data and information that CMHC, its Authorized Users, or authorized Contractor personnel or subcontractors, may enter into the SaaS Services or is otherwise uploaded by or on behalf of CMHC. For clarity, CMHC Content will not include any component of the SaaS Services or Contractor’s Intellectual Property.

“**CMHC Information**” refers to any and all information of a confidential nature that is transferred, directly or indirectly, to the Contractor or for which access is provided to the Contractor including all Personal Information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the SaaS Services, including CMHC Content, whether or not it is marked as confidential. Without limiting the generality of the foregoing, CMHC Information includes data in any format, whether or not marked as confidential.

“**Confidential Information**” means “collectively the following categories of information: (i) the terms of this Agreement (except to the extent that the disclosure of this Agreement or parts thereof is permitted or required pursuant to applicable Laws); (ii) all proprietary business, financial, and technical information of the disclosing Party that is disclosed under circumstances reasonably implying that such information should be treated confidentially, including without limitation CMHC lists and associated CMHC information, know-how, methods, processes, analyses, framework, strategies, marketing plans, designs, specifications, development plans, business plans, prices, sales projections, and trade secrets of the other Party; (iii) any employee-related information or similar information provided by one Party to the other Party; (iv) for the purposes of CMHC, CMHC Content and CMHC Information; and (v) the SaaS Services and Documentation.

“**Documentation**” means all generally available documentation relating to the SaaS Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the SaaS Services, including any functionality, testing, operation, or use thereof.

“**Harmful Code**” means any software, hardware or other technologies, devices, or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use, or operation of any data processed thereby; or (b) prevent CMHC or any Authorized User from accessing or using the SaaS Services as intended by this Agreement, and includes any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code, and any time bomb or drop-dead device.

“**Intellectual Property Rights**” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature.

“Laws” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Losses” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

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

“SaaS Services” means a hosted solution made available by the Contractor for CMHC’s access and use on a subscription basis, as detailed in Schedule A. The term “SaaS Services” includes any modifications, enhancements, additions, extensions, translations and derivative works thereof and any configuration and related services. The SaaS Services do not include CMHC Information or any CMHC-provided third party software.

ARTICLE II. SAAS SERVICES

SECTION 2.01 DESCRIPTION OF SAAS SERVICES

1. This Agreement sets out the general terms and conditions for the provision of the SaaS Services by the Contractor to CMHC, as further defined in *Schedule A – SaaS Services* of this Agreement.
2. The capitalized terms as used in this Agreement have the meanings set out in the body of this Agreement or Article I Definitions.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

SECTION 3.01

The Contractor represents and warrants that:

1. It is validly incorporated (or formed), it continues to be in valid existence and, if applicable, good standing in the jurisdiction of its incorporation or formation;
2. It has obtained, and will maintain at all times during the term of this Agreement, all necessary registrations, licenses and consents and comply with all relevant Laws applicable to the provision of the SaaS Services;
3. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Contractor;

4. It shall comply with all applicable rules, regulations, and policies of CMHC, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by CMHC to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;
5. The Contractor warrants that the SaaS Services provided to CMHC pursuant to this Agreement will comply in all material respects with the terms of this Agreement;
6. the SaaS Services are and will remain free of Harmful Code;
7. It shall provide the SaaS Services using personnel of required skill, experience and qualifications;
8. It shall provide the SaaS Services in a timely, workmanlike and professional manner and in accordance with the applicable industry standards in the Contractor's field; and
9. It shall ensure that all of its equipment and/or software used in the provision of the SaaS Services is in good working order and suitable for the purposes for which it is used.
10. It complies with CMHC's vaccination requirements, as may be amended from time to time, the whole as appears more fully from the attestation signed by a duly authorized officer of Contractor and attached hereto as Schedule D;

The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity.

ARTICLE IV. TERM AND TERMINATION

SECTION 4.01 TERM

The term of the Agreement shall be for a period of two (2) years commencing on June 1, 2022 (the "Effective Date") and ending on May 31, 2024 (the "Initial Term").

SECTION 4.02 RENEWAL

This Agreement may be extended, at the option of CMHC, for two (2) additional one (1) year terms (the "Extension Term"), not to exceed a cumulative four (4) years including the Initial Term. The Initial Term and any Extension Term herewith collectively referred to as the "**Term**".

SECTION 4.03 TERMINATION

(A) NO FAULT TERMINATION

Notwithstanding Section 4.01 and Section 4.02 above, CMHC may terminate the Agreement for any reason with no penalty or charge by giving thirty (30) days prior written notice at any time during the Term.

(B) TERMINATION FOR DEFAULT OF THE CONTRACTOR

CMHC may terminate this Agreement without penalty or charge, and, with or without notice, as applicable, for the following reasons:

- (i) The Contractor commits a material breach of its duties under this Agreement, numerous breaches of its duties under this Agreement that collectively constitute a material breach, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within thirty (30) calendar days of receipt of written notice of breach from CMHC;
- (ii) Without notice if there is a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the SaaS Services under this Agreement; or
- (iii) Without notice if 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.
- (iv) Without notice if CMHC has reason to believe that the Contractor has committed gross misconduct, fraud or other unlawful acts, a breach of its Representation and Warrantees under Article III, or a breach of its obligations with regard to Article VII (Confidentiality and Privacy), or Article VIII (Intellectual Property).

SECTION 4.04 CMHC'S OBLIGATIONS UPON TERMINATION

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will make payment for the value of all SaaS Services performed to the date of the notice, as determined in accordance with the rate(s) specified in Schedule B of this Agreement. CMHC shall make payment within thirty (30) days as of (i) the date of the notice; or (ii) receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

SECTION 4.05 CONTRACTOR'S OBLIGATIONS UPON TERMINATION

Upon the effective date of expiration or termination of this Agreement:

1. The Contractor shall, at CMHC's option and upon its written request return or destroy CMHC Information in the manner set forth in Article VII and Schedule C – Privacy and Security Requirements of this Agreement;
2. at CMHC's option and upon its written request, the Contractor shall: (1) continue to retain the CMHC Information, or solely such specific databases or other collections or articles of CMHC Information as CMHC may request, as though this Agreement were still in force, for a period to be agreed to by the Parties in writing, but that in no event will be shorter

than forty five (45) days or longer than one hundred and eighty (180) days after the effective date of such expiration or termination, as applicable, provided that CMHC pays in full all undisputed fees due to the Contractor as of the effective date of such expiration or termination and pays monthly data storage fees to the Contractor for its retention of such CMHC Information at no additional cost to CMHC; and (2) immediately upon the conclusion of such CMHC Information retention period, return such CMHC Information by taking all steps required or reasonably requested to assist CMHC in migrating such CMHC Information to CMHC systems in both the Contractor's data format and a platform-agnostic format.

3. If, exercising its rights under Section 4.03(a) or Section 4.03(b), CMHC elects to terminate this Agreement, the Contractor shall refund to CMHC all fees paid to the Contractor for SaaS Services that were not provided under this Agreement. All refunds payable under this Section 4.05(c) shall be paid within thirty (30) days of CMHC's written notice of termination.

ARTICLE V. PRICE AND PAYMENT

SECTION 5.01 PRICING

Subject to the terms and conditions of this Agreement, CMHC shall pay the fees set forth in *Schedule B – Fees* of this Agreement plus applicable taxes. Notwithstanding any other provision in this Agreement, CMHC's total financial obligation for the SaaS Services provided under the Agreement shall not exceed \$_____ dollars CAD inclusive of taxes, assessment, duties, levies and expenses during the Initial Term of the Agreement. Price adjustments may be negotiated for the renewal terms, increases may not exceed the Consumer Price Index (CPI) from the year prior to the renewal period. No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed to in writing by the Contractor and CMHC.

SECTION 5.02 INVOICING

1. The Contractor shall submit, where applicable, detailed invoices to CMHC during the Term. The Contractor must allow thirty (30) days from delivery of invoice for payment without interest charges. CMHC may, if applicable, issue an annual Purchase Order (PO) Number for invoices to be processed in the applicable year under this Agreement.

All invoices of the applicable year must make reference to the corresponding PO number and shall be sent electronically to ITCommercialOversight@cmhc-schl.gc.ca with a copy to accountspayable@cmhc-schl.gc.ca

2. GST/HST or Provincial sales taxes, as applicable, shall be collected by the Contractor and shown as a separate item on each invoice, showing the Contractor's GST/HST/ QST or other provincial tax numbers, as applicable. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the SaaS Services.

SECTION 5.03 VERIFICATION OF PERFORMANCE

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

1. requiring the Contractor to refund the portion of fees related to the SaaS Services that do not meet the standards set out in this Agreement;
2. withholding payment;
3. setting off any expenses incurred by CMHC in remedying the default of the Contractor against payment for payment due to the Contractor; and/ or
4. terminating the Agreement for default.

SECTION 5.04 WITHHOLDING TAXES

CMHC shall have no liability or responsibility for withholding or remitting any taxes or payments, including but not limited to employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Contractor and Contractor Personnel. The Contractor is responsible for these withholding, remitting and registration obligations, and shall indemnify CMHC from and against any order, penalty, interest, taxes or contributions that may be assessed against CMHC due to the failure or delay of Contactor to make any such withholdings, remittances or registration, or to file any information required by any law.

SECTION 5.05 METHOD OF PAYMENT

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor shall provide CMHC with all information set out in Section 5.08 to allow EFT to be effected and keeping the information up to date. In the event that CMHC or the Contractor is unable to make/accept payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

SECTION 5.06 TIMING OF PAYMENT

The Contractor shall allow CMHC thirty (30) days from delivery of invoice for payment without interest charges, except for any amounts disputed by CMHC in good faith.

SECTION 5.07 DISBURSEMENTS AND TRAVEL COSTS

The Contractor is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement that have not been pre-approved and authorized.

SECTION 5.08 DIRECT DEPOSIT AND INCOME TAX REPORTING REQUIREMENT

Under the Income Tax Act, CMHC must report payments to contractors to the Government of Canada by issuing a T1204 supplementary slip. The Contractor shall provide CMHC the necessary information to complete any forms to comply with its obligation under the Income Tax Act or any law, including the Contractor's business number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. In the event that the Contractor is an individual and does not have a Business Number issued by the CRA, the Contractor must provide their Social Insurance Number.

The Contractor shall complete the Vendor Information Form under SCHEDULE B prior to commencement of the Term. Throughout the Term, the Contractor shall 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. In addition, the Contractor shall provide contact information to CMHC to allow for payment by EFT including a void cheque.

SECTION 5.09 PAYMENT DISPUTE

In the event of a payment dispute, CMHC shall deliver a written statement to the Contractor listing all disputed items and providing an explanation of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Contractor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

SECTION 5.10 REMEDIES FOR NON-COMPLIANCE

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another person or entity to perform the SaaS Service and withholding of payment due to the Contractor for SaaS 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.

ARTICLE VI. CONFLICT OF INTEREST

SECTION 6.01 NO BRIBE OR CONFLICT OF INTEREST

The Contractor and its principals, employees, agents and subcontractors declare that no bribe, gift, benefit, or other inducement has been or will be received or paid, given, promised or offered directly or indirectly to any official or employee of CMHC and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor must not influence, seek to influence or otherwise take part in a decision of or about CMHC knowing that the decision might further its private interest. Conflict of interest means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the work under this Agreement diligently and independently.

SECTION 6.02 THIRD PARTY CONFLICTS OF INTERESTS

The Contractor must have no financial interest in the business of a third party that causes or appears to cause a conflict of interest in connection with the performance of its obligations under the Agreement. If such an interest is acquired during the Term of the Agreement, the Contractor must immediately declare it to CMHC.

SECTION 6.03 WARRANTY OF DILIGENT INQUIRY

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Agreement. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Contractor's performance under the Agreement, the Contractor must immediately disclose such matter to CMHC in writing.

SECTION 6.04 TERMINATION FOR CONFLICT OF INTEREST

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.

SECTION 6.05 TRANSFER OF WORK PRODUCT UPON TERMINATION

If CMHC terminates the Agreement, all work product (partial or 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 performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

SECTION 6.06 COMPLIANCE WITH *CONFLICT OF INTEREST ACT*

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

ARTICLE VII. CONFIDENTIALITY AND PRIVACY

SECTION 7.01 CONFIDENTIALITY AND NON-DISCLOSURE OF CMHC INFORMATION

1. Each Party shall treat all Confidential Information of the other Party as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by both Parties. Both Parties shall restrict access to the other Party's Confidential Information to those persons who have a need to know this Confidential Information in order to perform such person's obligations under the Agreement provided such parties are bound by substantially similar obligations of confidentiality.

2. Each Party shall, in its capacity as receiving party, use at least the same degree of care as it employs to protect its own Confidential Information of a similar nature, but in any event no less than a standard of care that is consistent with industry standards, to maintain the confidentiality of all Confidential Information of the disclosing party that it handles, including, in the case of the Contractor complying with any applicable security requirements described in Schedule C – Privacy and Security Requirements.
3. The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC.
4. 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 SaaS Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. Where the SaaS 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 SaaS Services.
5. In the event that the Contractor experiences a breach of confidentiality with respect to CMHC Information, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.
6. 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.
7. The Contractor shall, at all times, ensure to transmit information between the Contractor and CMHC through secure means of transmission.
8. 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 C (“Privacy and Security Requirements”) attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in SCHEDULE C. The requirements of SCHEDULE C will be binding on any third party to whom the Contractor outsources any of its information technology or information management functions or who is managing such functions on behalf of the Contractor. In addition to the requirements set forth in SCHEDULE c, the Contractor shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy Laws.
9. The Contractor shall conduct regular security assessments to ensure safeguards are working effectively.

10. The Contractor shall ensure all CMHC Information is encrypted while in transit and at rest at a minimum one hundred and twenty eight (128) bit encryption throughout the Term.
11. Any CMHC Information provided to the Contractor in the performance of the SaaS Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Contractor shall proceed with the destruction of such documents in accordance with CMHC's reasonable instructions and provide specific proof under oath of their destruction. Notwithstanding the foregoing, the Contractor shall be permitted to maintain copies of such documentation as it reasonably required in accordance with records retention or other regulatory requirements, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.
12. The Contractor shall ensure that employees, sub-contractors and/or service providers who have a need to know to CMHC's Information are made aware of the confidentiality, data handling and security requirements set forth in this Agreement.
13. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the SaaS Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.
14. The Contractor may disclose CMHC Information where required to do so 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. When the Contractor discovers that it may potentially be required to disclose CMHC Information for the reasons described in the immediately foregoing sentence, the Contractor shall: (1) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (2) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (3) ensure that disclosure is strictly limited to the information lawfully requested.
15. Employees of the Contractor may be required to undergo a criminal records check or hold a valid personnel security screening at the level of Enhanced Reliability prior to commencement of any SaaS Services 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 Contractor's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from
CMHC

SECTION 7.02 PRIVACY

1. Contractor acknowledges and agrees that all Personal Information collected or accessible to Contractor in the course of providing the SaaS Services, including CMHC Personal Information constitutes Confidential Information of CMHC to which the provisions of Section 7.01 apply, except to the extent such provisions are inconsistent with this Section

7.02, 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 7.02(a), 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 the 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 the Contractor receives a request for access to CMHC Personal Information that is under the possession or control of the 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 the 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 the 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 Laws, 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 the Contractor receives notice from any governmental or regulatory authority alleging that CMHC or the Contractor has failed to comply with Canadian privacy Laws in connection with the performance of this Agreement, or if the Contractor otherwise becomes aware and reasonably believes that the 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 SaaS Services; and

10. upon CMHC's written request, provide CMHC with an updated list of all the Contractor personnel that have handled CMHC Personal Information. In addition to the attestations to be provided by the Contractor elsewhere in this Agreement, the Contractor agrees that within one and hundred eighty (180) days following the execution of this Agreement and, on an annual basis thereafter, it shall cause a duly authorized senior executive of the Contractor and of the Contractor's subcontractors, as applicable, to provide CMHC with a letter attesting that the Contractor and the Contractor's subcontractors have complied with the requirements of the Agreement.

SECTION 7.03 PRIVACY BREACH NOTIFICATION

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

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 the Contractor has to require such person to comply with any obligation of confidence to the 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 the Contractor, to the extent such content refers to the Contractor, acting reasonably. Additionally, the 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, the Contractor shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with CMHC. The Contractor shall provide updated information to CMHC should additional details be discovered regarding the cause, nature, consequences, or extent of the security breach.

SECTION 7.04 ACCESS TO INFORMATION

1. The 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 the Contractor (rather than to CMHC) for access to any CMHC Information, the 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 the 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.

SECTION 7.05 DATA RESIDENCY AND DATA ACCESS

(A) CMHC INFORMATION TO REMAIN IN CANADA

- i. The Contractor agrees that the CMHC Information shall always remain in Canada and it shall not relocate the equipment, databases or documents containing any data (including any redundant or back-up environments) anywhere outside of Canada without CMHC's prior written consent.
- ii. The Contractor shall ensure that only employees, sub-contractors and/or service providers located in Canada, who have a need to know to CMHC’s Information and who have obtained the appropriate security screening as per Government of Canada security screening classification, will have access to such CMHC Information. Supplier shall prevent and disable any access to CMHC’s Information to employees, sub-contractors and/or service providers located outside of Canada.
- iii. Contractor agrees to logically segregate CMHC Information in electronic format and physically segregate physical documents.

(B) EXCEPTION FOR REGULAR BUSINESS COMMUNICATION

Keeping CMHC Information exclusively in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information or Personal Information. Notwithstanding the foregoing, both Parties agree that only CMHC Information (excluding CMHC Content) required for the management of the relationship between the Contractor and CMHC (for example, billing information, contact information for managing the contractual relationship, etc.) may be stored and processed outside of Canada.

ARTICLE VIII. INTELLECTUAL PROPERTY

SECTION 8.01 LICENSE OF SAAS SERVICES

Subject to the terms and conditions of this Agreement, Contractor hereby grants to CMHC a non-exclusive, irrevocable right and license to permit its Authorized Users to access and use the SaaS Services.

SECTION 8.02 OWNERSHIP OF CMHC INFORMATION.

CMHC may, but is not required to, provide CMHC Information to the Contractor in connection with this Agreement. CMHC is and will remain the sole and exclusive owner of all right, title, and interest in and to all CMHC Information, including all Intellectual Property Rights relating thereto, subject only to the limited licence granted in Section 8.03.

SECTION 8.03 LIMITED LICENCE TO USE CMHC INFORMATION.

Subject to the terms and conditions of this Agreement, CMHC hereby grants the Contractor a limited, royalty-free, fully paid-up, non-exclusive, non-transferable non-sublicensable licence to process the CMHC Information in Canada strictly as instructed by CMHC or an Authorized User and solely as necessary to provide the SaaS Services for CMHC's benefit as provided in this Agreement.

SECTION 8.04 OWNERSHIP OF CONTRACTOR MATERIALS.

The Contractor (and its licensors, where applicable) own all right, title and interest, including all Intellectual Property Rights, in and to the systems, software and other content and materials used in the provision of the SaaS Services.

SECTION 8.05 CORPORATE IDENTIFICATION AND BRANDING

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

ARTICLE IX. AUDIT

The Contractor shall keep complete and accurate records and statements relating to this Agreement during the Term and for a period of seven (7) years following the end of the Term and any renewals thereof. Subject to reasonable prior notice, The Contractor shall permit inspection of such records and statements by CMHC's internal or external auditors. The Contractor shall provide CMHC and/or its auditors with sufficient original documents in order to conduct the audit and allow CMHC to inspect and make copies of such records and interview the Contractor personnel in connection with the provision of the SaaS Services at its own expense. CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations.

ARTICLE X. CONTINGENCY PLANNING

SECTION 10.01 BUSINESS CONTINUITY PLANNING

The Contractor shall maintain its own business continuity plan, disaster recovery plan and procedures and will cause any affiliates or approved subcontractors performing in the delivery of

services under this Agreement to likewise maintain business continuity plans, disaster recovery plans and procedures. The Contractor shall supply a copy of its business continuity policies and complete a CMHC Business Continuity Management Attestation Form prior to the execution of the Agreement and thereafter within thirty (30) days of CMHC's request.

All costs associated with restoration of CMHC Content as a result of an incident while such material is in the custody of the Contractor must be covered by the Contractor.

ARTICLE XI. INDEMNIFICATION

SECTION 11.01 INDEMNIFICATION BY CONTRACTOR

The Contractor (the "Indemnifying Party") shall defend, indemnify, and hold harmless CMHC and each of CMHC's officers, directors, employees, agents, contractors, successors, and permitted assigns (each of the foregoing Persons, an ("CMHC Indemnitee")) from and against any and all Losses incurred by the CMHC Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party to the extent that such Losses do or are alleged to arise out of or result from:

1. the Contractor's breach of any representation, warranty, covenant, condition or obligation of the Contractor under this Agreement including, in the case of the Contractor, any action or failure to act by any Contractor personnel that, if taken or not taken by the Contractor, would constitute such a breach by the Contractor; or
2. any action or failure to take a required action or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or non-performance of any SaaS Services or other activity actually or required to be performed by or on behalf of the Contractor (including, in the case of the Contractor, any Contractor personnel) under this Agreement.

SECTION 11.02 INFRINGEMENT INDEMNIFICATION BY THE CONTRACTOR

The Contractor shall indemnify, defend, and hold each and all of the CMHC Indemnitees harmless from and against all Losses arising out of or resulting from any Action by a third party to the extent that such Losses do or are alleged to arise out of or result from a claim that any of the SaaS Services, or CMHC's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided, however, that the Contractor shall have no liability or obligation for any Action or Losses to the extent that such Action or Losses arise out of or results from any:

1. alteration or modification of the SaaS Services by or on behalf of CMHC or any Authorized User without the Contractor's authorization (each, a "CMHC Modification"), provided that no infringement, misappropriation, or other violation of third-party rights would have occurred without such CMHC Modification and provided further that any alteration or modification made by or for the Contractor at CMHC's request shall not be excluded from the Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to CMHC's written specifications prepared independently of and without any contribution by the Contractor and

- (ii) the SaaS Services, as altered or modified in accordance with the CMHC's specifications, would not have violated such third-party rights but for the manner in which the alteration or modification was implemented by or for the Contractor;
2. use of the SaaS Services by CMHC or an Authorized User pursuant to this Agreement in combination with any apparatus, hardware, software, or service not provided, authorized, or approved by or on behalf of the Contractor, if (i) no violation of third-party rights would have occurred without such combination and (ii) such apparatus, hardware, software, or service is not commercially available and not standard in the Contractor's or CMHC's industry and there are no specifications, Documentation or other materials indicating the Contractor's specification, authorization or approval of the use of the SaaS Services in combination therewith;
 3. access to or use of the SaaS Services that is expressly prohibited by this Agreement or otherwise outside the scope of access or manner or purpose of use described or contemplated anywhere in this Agreement or the Documentation;
 4. material breach of this Agreement by CMHC or material non-compliance herewith by any Authorized User; or
 5. violation of any applicable Laws by CMHC or any of its Authorized Users.

SECTION 11.03 MITIGATION

1. If the Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the SaaS Services violates a third party's rights, the Contractor shall promptly notify CMHC of such fact in writing and take all commercially reasonable actions necessary to ensure CMHC's continued right to access and use such SaaS Services and otherwise protect CMHC from any Losses in connection therewith.
2. Subject to the exclusions set forth in Section 11.02(a) through Section 11.02(e), if any of the SaaS Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any SaaS Services or any component thereof is threatened to be enjoined, or either Party's opinion, is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, the Contractor shall, at the Contractor's sole cost and expense:
 - a. procure for CMHC the right to continue to access and use the SaaS Services to the full extent contemplated by this Agreement; or
 - b. modify or replace all components, features and operations of the SaaS Services that actually, or are likely or alleged to, infringe or otherwise violate the rights of any third party ("Allegedly Infringing Features") to end and avoid such infringement or violation while providing equally or more suitable features and functionality, which modified and replacement services shall constitute SaaS Services and be subject to the terms and conditions of this Agreement.
 - c. If neither of the remedies set forth in Section 11.02(b) is reasonably available with respect to the Allegedly Infringing Features, then the Contractor may direct CMHC to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that the Contractor shall:

refund to CMHC any prepaid fees for SaaS Services that have not been provided; and in any case, at its sole cost and expense, secure the right for CMHC to continue using the Allegedly Infringing Features for a transition period of up to six (6) months to allow CMHC to replace the affected SaaS Services or Allegedly Infringing Features without disruption.

3. The remedies set forth in this Section 11.03 are in addition to, and not in lieu of, all other remedies that may be available to CMHC under this Agreement or otherwise, including CMHC's right to be indemnified pursuant to Section 11.01 and Section 11.02.

SECTION 11.04 INDEMNIFICATION BY CMHC.

CMHC shall indemnify, defend, and hold the Contractor and its officers, directors, employees, agents, permitted successors and permitted assigns (each, a "Contractor Indemnitee") harmless from and against all Losses incurred by Contractor Indemnitee arising out of or resulting from any Action by a third party to the extent that such Losses do or are alleged to arise out of or result from:

1. any claim that any CMHC Information is unlawful or actually does or threatens to infringe, misappropriate or otherwise violate any Canadian Intellectual Property Rights or other rights of any third party, provided, however, that CMHC shall have no liability or obligation with respect to any Action or Losses to the extent that such Action or Losses arise out of or result from any unauthorized access to or use, disclosure or other processing of CMHC Information, including Personal Information, by or on behalf of the Contractor, or through or enabled by the SaaS Services, whether authorized by the Contractor, due to a security breach or otherwise; or
2. any use of the SaaS Services by CMHC or any Authorized User that is beyond the scope of or otherwise fails to conform to the express requirements or restrictions of this Agreement or any authorization or approval given in writing by the Contractor to CMHC or such Authorized User.

This Section 11.04 sets forth CMHC's sole obligation and liability and the Contractor's exclusive remedies with respect to any Action or Losses described therein.

SECTION 11.05 INDEMNIFICATION PROCEDURE.

The Party seeking indemnification shall promptly notify the Indemnifying Party in writing of any Action for which it seeks indemnification pursuant to this Article XI and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defence and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any Action on any terms or in any manner that adversely affects the rights of the other Party without the other Party's prior written consent which shall not be unreasonably withheld or delayed. Any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. A Party's failure to perform any obligations under this Section 11.05 will not relieve the Indemnifying Party of its obligations under Article XI except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

ARTICLE XII. LIMITATION OF LIABILITY

SECTION 12.01 EXCLUSION OF INDIRECT DAMAGES

Except as otherwise provided in Section 12.03, in no event will either Party be liable under this Agreement for any consequential, incidental, indirect, exemplary, special or punitive damages.

SECTION 12.02 LIMITATION OF LIABILITY

Except as otherwise provided in Section 12.03, in no event shall either Party's liability under this Agreement exceed the greater of (i) fees paid and payable under this Agreement in the twenty (24) months preceding the event giving rise to the claim or (ii) the amount the Contractor is covered for in respect of the associated breach or loss under its insurance coverage as set forth in Article XIII of this Agreement.

SECTION 12.03 EXCEPTIONS

The exclusions and limitations in Section 12.01 and Section 12.02 shall not apply to:

1. Losses arising out of or relating to a Party's failure to comply with its obligations under Article VII (Confidentiality and Privacy), Article VIII (Intellectual Property), or Article X (Contingency Planning);
2. a Party's indemnification obligations under Article XI (Indemnification);
3. Losses arising out of or relating to the Contractor's unauthorized suspension, termination or disabling of the SaaS Services in breach of this Agreement;
4. Any amounts owed by a Party to the other Party pursuant to the Agreement;
5. Losses arising out of or relating to a Party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts;
6. Losses for death, bodily injury, or damage to real or tangible personal property arising out of or relating to a Party's negligent or more culpable acts or omissions; or
7. Losses arising from or relating to a Party's violation of Laws.

ARTICLE XIII. INSURANCE OBLIGATIONS

SECTION 13.01 INSURANCE REQUIREMENTS

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

SECTION 13.02 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than five million dollars (\$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.

SECTION 13.03 TECHNOLOGY (ERRORS & OMISSIONS) LIABILITY

Technology Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than five million dollars (\$5,000,000) per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Contractor, its agents or employees in the performance of services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this Agreement and/or if the Contractor does not have Network and Privacy liability;

SECTION 13.04 COMPUTER SECURITY AND PRIVACY LIABILITY (ALSO KNOWN AS CYBER LIABILITY)

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than twenty million dollars (\$20,000,000) per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the Contractor, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Contractor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

- a. unauthorized use/access of a computer system;
- b. defense of any regulatory action involving a breach of privacy or transmission of malicious code;
- c. failure to protect Confidential Information (personal and commercial information) from disclosure; and
- d. notification costs, whether or not required by statute.

The policy shall be renewed continuously for a minimum period of three (3) years following expiration or early termination of this Agreement.

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 Contractor shall maintain continuous insurance coverage during the term of this Agreement and in addition to the coverage requirements above, such policy shall provide that:

1. 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);
2. Policy allows for reporting of circumstances or incidents that might give rise to future claims; and

Not less than a three (3) 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.

SECTION 13.05 OTHER CONDITIONS

If there are material changes in the scope of SaaS 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 the 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 the 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 the 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.

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 SaaS 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 Agreement.

ARTICLE XIV. GENERAL TERMS

SECTION 14.01 DISPUTE RESOLUTION

The Parties will make good faith efforts to first resolve internally within thirty (30) days any dispute, including over an invoice, in connection with this Agreement by escalating it to higher levels of management. Disputes will be governed by the jurisdiction of the applicable courts set forth in Section 14.16.

SECTION 14.02 NOTICE

All invoices and notices issued under this Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

- i. To CMHC at the following address:

Canada Mortgage and Housing Corporation

Att:

Title:

Address:

700 Montreal Road, Ottawa, Ontario, K1A 0P7

Phone:

Email:

- ii. To the **Contractor** at the following address:

Att:

Title:

Address:

Phone:

E-mail:

SECTION 14.03 SURVIVAL

Provisions of these terms which by their nature should apply beyond the Term will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Article III (Representations and Warranties), Section 4.04 (CMHC's Obligations upon Termination), Section 4.05 (Contractor's Obligations upon Termination), Article VII (Confidentiality and Privacy), Article VIII (Intellectual Property), Article IX (Audit), Article XI (Indemnification), Article XII (Limitation of Liability), Article XIII (Insurance), Section 14.01 (Dispute Resolution), Section 14.16 (Choice of Law), and this Section 14.03 (Survival).

SECTION 14.04 SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SECTION 14.05 WAIVER

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

SECTION 14.06 EQUITABLE REMEDIES

The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties are entitled to seek

equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 14.07 CUMULATIVE REMEDIES

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

SECTION 14.08 ASSIGNMENT

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

SECTION 14.09 SUCCESSORS AND ASSIGNS

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

SECTION 14.10 CHANGES TO THE AGREEMENT AMENDMENTS

This Agreement may only be amended or modified in writing that specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

SECTION 14.11 INDEPENDENCE OF THE PARTIES

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

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

SECTION 14.12 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.

SECTION 14.13 NO PUBLIC ANNOUNCEMENTS.

No Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party.

SECTION 14.14 SUBCONTRACTORS

1. The Contractor must obtain CMHC's written consent, which may be given or withheld in CMHC's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of the Contractor, other than the Contractor's employees, to provide any SaaS Services to CMHC. Each such approved subcontractor or other third party, a "Permitted Subcontractor".
2. CMHC's approval shall not relieve the Contractor of its obligations under the Agreement, and the Contractor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were the Contractor's own employees.
3. Nothing contained in this Agreement shall create any contractual relationship between CMHC and any of the Contractor's subcontractor, supplier, employee, officer, director, or agent;
4. The Contractor shall require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon CMHC's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to CMHC before sharing any information with relation to the SaaS Services;
5. The Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required by applicable Laws and are suitably skilled, experienced, and qualified to perform the SaaS Services.

SECTION 14.15 NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 14.16 CHOICE OF LAW

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 SaaS Services. The Contractor shall comply with all the Laws applicable to the services or the performance of this Agreement.

SECTION 14.17 COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the Party sending the facsimile, email or other means of electronic transmission has received express confirmation that the recipient Party received the Agreement (not merely an electronic facsimile confirmation or automatic email reply).

SECTION 14.18 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 or email 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, epidemic, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control. The Contractor's economic hardship or changes in market conditions are not force majeure events. The Contractor shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any force majeure event are minimized and resume performance under this Agreement.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under this Agreement, CMHC may terminate this agreement and, or secure the services of other contractors to perform the SaaS Services without further compensation, penalty or obligation to the Contractor.

SECTION 14.19 HEADINGS

The clause headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of the Agreement.

SECTION 14.20 LANGUAGE

CMHC as a federal crown corporation is governed by the Official Languages Act and as such must provide services to the public in both official languages, English and French. Any communication with CMHC and CMHC third parties (i.e. claimants), shall be provided in the official language chosen by the individual receiving the service. Therefore, the Contractor acting on behalf of CMHC must be capable of providing services and products in both official languages to all CMHC locations.

SECTION 14.21 ORDER OF PRECEDENCE

The documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all.

The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of any inconsistency between this Agreement, the related Schedules, exhibits, attachments and appendices and any other documents incorporated herein by reference, the following order of precedence governs: (i) the terms and conditions of this Agreement; and (ii) any Schedules, exhibits, attachments and appendices and any other documents incorporated herein by reference to this Agreement.

SECTION 14.22 ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties. In case of conflicts between the Contractor's documents and CMHC's documents, CMHC's shall govern.

This Agreement, including any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, written or oral. These terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Contractor's general terms and conditions or any other document issued by the Contractor in connection with this Agreement, not incorporated herein.

No Shrink-Wrap. Only terms which are presented in full and directly described herein will form part of this Agreement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise, shall not form part of this Agreement. CMHC is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the SaaS Service provided under the service packaging or conditions that may accompany the SaaS Service in any manner, regardless of any notification to the contrary from the Contractor or any associated third party. For greater clarity, the Contractor agrees that CMHC is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the SaaS Service in any manner, regardless of any notification to the contrary.

IN WITNESS WHEREOF:

This Agreement has been executed by duly authorized officers of the Parties as follows:

CONTRACTOR NAME

CANADA MORTGAGE AND HOUSING CORPORATION

Signature

Signature

Name and Title

Name and Title

Date

Date

I have the authority to bind the Contractor.

SCHEDULE A SAAS SERVICES

To be completed and agreed to with the selected proponent.

Capitalized terms used but not defined in this Schedule A have the meaning ascribed to them in the Agreement.

1. Description of SaaS Services and Specifications
2. Documentation
3. Authorized User(s):
4. Service Levels and Support:

SCHEDULE B FEES

Fees

To be completed and agreed to with the selected proponent.

Contractor Tax Forms

In accordance with section 5.06 of this Agreement, the Contractor may use the following link to retrieve the latest tax form: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/t1204.html>

In accordance with section 5.06 of this Agreement, the Contractor shall complete the following Vendor Information Form:

VENDOR INFORMATION FORM

All new vendors must complete all sections of this form, unless otherwise indicated. This applies also to existing vendors who need to amend their information.

NEW VENDOR AMEND EXISTING VENDOR

CMHC USE ONLY	
Vendor No.	<input type="text"/>
CMHC No.	<input type="text"/>

PART A - IDENTIFICATION					
Legal Name of Entity or Individual			Operating Name of Entity or Individual (if different from Legal Name)		
Suite/Apt No.	Street Address	City	Province	Postal Code	
Telephone Number	Fax Number	E-mail (for payment remittance notification)			
PART B - TYPE OF CONTRACT (required for T1204 reporting under the Income Tax Act)					
Please select ONE of the following:					
<input type="checkbox"/> Contract for goods only	<input type="checkbox"/> Contract for mixed goods and services	<input type="checkbox"/> Contract for services only	<input type="checkbox"/> Contribution / Loan (if selected, go to Part D)		
PART C - STATUS OF CONTRACTOR (required for T1204 reporting under the Income Tax Act)					
<input type="checkbox"/> Sole Proprietor (if yes, provide name):	Last Name	First Name	Initial		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership (if yes, provide filer identification number.)				
BN (Business Number)	SIN (if sole proprietor and no Business Number)	GST/HST No. (if registered)	GST No. (if registered)		
PART D - PAYMENT INFORMATION All payments will be made to the account identified below.					
For accounts in CAN\$					
<input type="checkbox"/> Direct Deposit (EFT) (CMHC's preferred option)	<input type="checkbox"/> Wire	<input type="checkbox"/> Cheque (exceptional circumstances)			
For direct deposit or wires, please provide the following information and attach a void cheque or equivalent. This account must hold Canadian funds at a financial institution in Canada.					
Name of Account Holder	Bank Transit No. (5 digits)	Financial Institution No. (3 digits)	Bank Account No.		
Financial Institution Name	Branch Street Address	City	Province	Postal Code	
For accounts in foreign currency CMHC will make the payment through a wire. CMHC is not responsible for wire fees charged to the vendor by their financial institution. The information required will vary depending on the country.					
Name of Account Holder	Bank Account No.	Swift code (Bic)	Routing #	IBAN	
Financial Institution Name		Financial Institution Address			
PART E - CERTIFICATION					
I certify that the information provided above is correct and complete, and fully discloses the identification of this vendor. I request and authorize Canada Mortgage and Housing Corporation to make all payments payable to me to the account identified in Part D.					
Name	Title	Telephone Number			
Signature				Date	
PART F - CMHC CONTACT					
Name	Title	Department			
PART G - ADDITIONAL INFORMATION REQUIRED FOR SPECIFIC CMHC PROGRAMS					
Select legacy system:					
<input type="checkbox"/> AHPS	<input type="checkbox"/> PMGH	<input type="checkbox"/> MICS			
Other information:					

Submit the completed form and any inquiries to Shared Services at: VendorReg@cmhc.ca

SCHEDULE C

PRIVACY AND SECURITY REQUIREMENTS

“Authorized Person” means officers, employees and contractors of the Contractor who have a need to know to the Information.

“Data Custodian” means the Contractor or the Contractor subcontractor who is granted access to CMHC Information and assumes the responsibilities set out in Exhibit 1 to **SCHEDULE C – Responsibilities of the Data Custodian** of this Agreement

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

“Logical Access Controls” means the process of enforcing proper identification, authentication and accountability with respect to access to a computer system, based on the latest information technology (IT) security guidance. These include:

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

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

“Protected B” means a security level assigned to information or assets that, if compromised, could cause serious injury to an individual, organization or government.

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

“Visitor” means an individual, other than an Authorized Person, who has been invited into the secure area by an Authorized Person, as permitted by the Contractor’s access policies.

Privacy and Security Requirements

The Parties are required to protect the CMHC Information in accordance with applicable direction and guidelines from the Treasury Board of Canada (“TBS”), or their equivalent in the case of the Contractor, with respect to the protection of “Protected B” data, including guidance from CSE (ITSG-33) which aligns with the ISO 27001 framework. Further as a federal government institution, the Contractor acknowledges that CMHC is subject to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and therefore the Contractor agrees to submit to whatever measures are necessary in order to ensure that CMHC can comply with these Laws and their related regulations, policies, and directives (“ATIP Legislation”).

As such, the Contractor agrees: (i) to protect any Personal Information that it may access from CMHC Information provided through this Agreement in a manner that is compatible with provisions of ATIP Legislation; and (ii) will ensure that it has in place appropriate privacy protection measures to safeguard all CMHC Information that it has access to under this Agreement. More specifically, the Contractor shall, as required by the provisions of Article VII of this Agreement, comply with the security requirements described below at all times:

Physical Access:

1. CMHC Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the secure location will be escorted by an Authorized Person at all times. The secure location can be within a series of buildings, one entire building, an entire floor within a building, or a single room. Once the perimeter of the secure location is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building. CMHC may approve other secure environments that provide a similar level of protection to CMHC Information.
2. Access to CMHC Information is limited to Identified Persons. The duties of the Data Custodian, as stated in **Exhibit 1 to SCHEDULE C – Responsibilities of the Data Custodian**, include maintaining an auditable trail on access to CMHC Information by Identified Persons. Under no circumstances may Visitors be permitted to access CMHC Information.

IT Storage and Transmission:

3. The Contractor shall ensure that CMHC Information remain in Canada and expressly agrees to logically segregate CMHC Information that is in electronic form and physically segregate CMHC Information in physical form. All Systems with access to CMHC Information will employ Logical Access Controls at the device and network level and will have functional and current antivirus software.
4. Where CMHC Information is held on PSDs, complex passwords with encryption will be used. The encryption level will meet the latest communications security establishment standards for “Protected B” information which aligns with the ISO 27001 framework. This applies equally to backups of CMHC Information stored on PSDs.
5. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where CMHC Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless CMHC Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured.
6. Network firewall rules will be in place such that no System processing CMHC Information can communicate at the network layer with any system that can be accessed by non-Identified Persons.

Network firewall rules will also be in place such that no System processing CMHC Information can be accessed at the network layer by a System outside of the secure area. CMHC Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when at rest and in use by an Identified Person. Alternatively, CMHC Information may be stored on a stand-alone computer in a secure area with no external connections, or on a closed network within the secure area. When the network transmits information that leaves a secure area (for example, when a series of buildings house employees within a single organization), the CMHC Information will be encrypted whenever it is outside the secure area.

Physical Storage:

7. When not in use, PSDs containing CMHC Information will be stored in secure containers. This applies equally to backups of CMHC Information.
8. CMHC Information will not be removed from the secure area (as described in point 1 above) in any format (e.g., printouts, PSDs, etc.), and in accordance with this **SCHEDULE C**. When not in use, printed documents containing CMHC Information will always be stored in secure containers.

Information Copying and Retention & Record Management:

9. Copies and extracts of CMHC Information may only be made for the purposes of carrying out the permitted purposes as covered by this Agreement. When no longer needed, any such copies or extracts will be destroyed in a secure manner as required under Article VII of this Agreement (as applicable).
10. Paper documents containing CMHC Information will be destroyed (shredded) in a secure manner before disposal. All electronic storage media used in the processing of CMHC Information, including all back-up, PSDs, photocopiers and other electronic media where CMHC Information has been electronically stored, will be sanitized or destroyed, in accordance with the latest communications security establishment standards for "Protected B" information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to Article VII of this Agreement (as applicable).
11. The Contractor's Data Custodian agrees to establish and maintain an inventory of all data files received from CMHC, as stated in **Exhibit 1 to SCHEDULE C – Responsibilities of the Data Custodian**.

EXHIBIT 1 TO SCHEDULE C

RESPONSIBILITIES OF THE DATA CUSTODIAN

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

1. Prepare a document for the use of the Contractor's employees and contractors engaged by the Contractor, outlining the terms and conditions governing the use of CMHC Confidential Information, as well as the procedures to send, receive, handle and store CMHC Confidential Information (hereinafter the "Confidentiality Document"). The Confidentiality Document will include the following terms and conditions of this Agreement:
 - i. Confidentiality of CMHC's Confidential Information, as specified in the Agreement;
 - ii. Use of CMHC's Confidential Information, as specified in the Agreement;
 - iii. Access to CMHC's Confidential Information, as specified in the Agreement; and
 - iv. Security Requirements as specified in the Agreement
2. Prior to granting access, the Data Custodian will ensure that every employee and every contractor engaged by the Contractor who accesses CMHC Information has agreed in writing to comply with confidentiality terms no less strict than this Agreement.
3. Maintain a register of all Identified Persons who have been granted access to the data files received from CMHC by the Contractor, containing the following information:
 - a) File name and reference period;
 - b) Name of employee or/and contractors engaged by the Contractor to whom access is given;
 - c) Justification for access;
 - d) Name of delegated manager who authorized access and date of authorization; and
 - e) Start and end dates of period for which access is authorized.

SCHEDULE D
SERVICE PROVIDE VACCINATION COMPLIANCE ATTESTATION

VACCINATION COMPLIANCE ATTESTATION
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 the Contractor***] (the “Contractor”), hereby attests that:

1. The Contractor has read and understands CMHC’s vaccination requirements, which take effect on November 1, 2021, and are described in Schedule “D-1” hereto;
2. Compliance with CMHC’s vaccination requirements, as may be amended from time to time, will be maintained at all times by the Contractor and the Contractor’s personnel;
3. It is expressly understood that proof of vaccination will be required to be provided to CMHC prior to any of the Contractor’s personnel being granted access to any CMHC physical workspace;
4. The Contractor 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 the Contractor, 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.

I am duly authorized to confirm and certify the foregoing on behalf of the Contractor.

Name of authorized officer: _____
Job Title: _____
Organisation: _____
Date: _____
Signature: _____

SCHEDULE D-1

CMHC'S VACCINATION REQUIREMENTS

Please take note of the following COVID-19 vaccination measures.

CMHC Vaccination Measures

To support the health and safety of our employees and the communities we serve, we are introducing the following vaccination requirement as of **November 1, 2021**:

- The following individuals must be fully vaccinated:
 - **Employees, volunteers, contractors, and Board members accessing a CMHC workspace for any reason at any time**; and
 - **CMHC employees whose job duties may bring them into proximity with other people.** This would include employees who need to meet in person with external parties such as clients, suppliers, or other business partners and stakeholders. (Please note that all work activities must be performed virtually during phase 1 of our workplace reintegration plan and virtual first remains the default during phase 2. Employees are not obligated to meet with people in person.)
- 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 1, 2021, all employees will be required to certify via employee attestation that they have read and understand the vaccination measures and acknowledge that compliance is a condition of employment. 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.
- These measures apply to current and future employees, volunteers, contractors, and Board members who may be required or choose to come onsite.

The Government of Canada has announced its intention to require vaccination against COVID-19 across the federal public service. These vaccination measures may evolve as the public health situation changes, and as more information becomes available about the broader Government of Canada mandatory vaccination measures.

[Vaccination](#) is the most effective tool to reduce the risk of COVID-19 for Canadians and to protect broader public health. Medical appointments related to your health, including vaccination appointments, should remain a priority. Please do not miss or postpone medical related appointments due to work commitments.