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REQUEST FOR PROPOSAL (RFP)

For

Appraisal and Progress Advance Validation - Management Services

Request for Proposal (RFP) No.: 002532
Issued: January 31, 2024
Submission Deadline: March 15, 2024, at 10 a.m. Ottawa local time
Address Inquiries to RFP Contact: Sara Brady, Senior Procurement Officer
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PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFP

Canada Mortgage and Housing Corporation (“CMHC”) is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Housing, Infrastructure, and Communities.

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

CMHC provides mortgage loan insurance under the National Housing Act (NHA) and the regulations thereunder. CMHC-insured financing is available to facilitate the purchase (with or without improvements), the construction, or a borrower-initiated switch between approved lenders of an existing loan in relation to an eligible residential property comprised of up to four units. Applications for insurance are submitted by Approved Lenders and assessed by CMHC. The assessment process may include appraisals and site visits being conducted to determine the value or condition of a property or to conduct progress advance reviews.

With this RFP, CMHC is seeking the services of two (2) vendors to manage Appraisal Services including Full, Drive-by, and Desktop Appraisals and Progress Advance Validation (PAV) inspection requests nationally and, one (1) vendor to manage Progress Advance Validation inspections for the province of Quebec (collectively, the “successful proponents”).

In their proposals, proponents should demonstrate their expertise and skills to proactively manage CMHC’s appraisal and PAV requests to meet turnaround times by using their national network of subcontractors for urban, rural, and remote homeowner properties with one (1) to four (4) units for the internal use of CMHC as part of the mortgage loan insurance underwriting process.

CMHC intends to enter into agreements on a non-exclusive basis with the successful proponents. The term of the agreements resulting from this RFP is to be for a period of three (3) years from July 4, 2024, to July 3, 2027, with an option to extend the agreements on the same terms and conditions for one (1) additional two (2)-year term.

1.2 RFP CONTACT

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

Sara Brady, Senior Procurement Officer
sbrady@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 proponents 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 proponents.

1.4 RFP PROCESS TIMETABLE

Issue Date of RFP	January 31, 2024
Deadline for Questions	February 14, 2024
Deadline for Issuing Addendum	February 19, 2024
Submission Deadline of proposals	March 15, 2024, at 10:00 a.m. local Ottawa time
Evaluation Deadline	April 4, 2024
Anticipated Contract Negotiation Period	June 18, 2024
Anticipated Execution of Agreement	June 30, 2024

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

1.5 SUBMISSION OF PROPOSALS

1.5.1 PROCUREMENT BUSINESS NUMBER

CMHC utilizes the Supplier Registration Information (“SRI”) database maintained by Public Services and Procurement Canada (“PSPC”) as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business

Number (“PBN”) provided by this registration must be included with the proponent’s proposal. If proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

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

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

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

The subject line of the email must read: Appraisal and Progress Advance Validation Management Services RFP 002532

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 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: **March 15, 2024, at 10:00 a.m. Ottawa local time** (“Submission Deadline”)

Proposals submitted after the Submission Deadline will be rejected. CMHC does not accept any responsibility for proposals delivered to any other location or by any other means by the proponents. 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 licences or certificates, and detailed in the RFP Specifications (Appendix C). Except for Appendix B – Pricing Form, 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 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 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 scoring proponents to a committee of CMHC employees with the right to vote (the "Evaluation Team") as set out in 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.

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 was 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 criterion except for pricing, which will be evaluated as described in Appendix B – Pricing Form.

2.2.2 RANKING OF PROPONENTS

After the completion of Stage III, all scores from (i) Stage II (B) and (ii) Stage III will be added together, and the proponents will be ranked based on their total scores. The three (3) top ranked proponents from each stream (appraisal services and progress advance validation inspections) 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 proponents 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 proponents and there will be no legally binding relationship created with any proponents prior to the execution by both CMHC and the proponents 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 proponents. As a part of the negotiation process, CMHC may request supplementary information from the proponents 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 proponents.

2.2.4 TIME PERIOD FOR NEGOTIATIONS

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

2.2.5 FAILURE TO ENTER INTO AGREEMENT

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS

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

3.1.2 PROPOSALS IN ENGLISH OR FRENCH

Proposals may be submitted in English or French.

3.1.3 NO INCORPORATION BY REFERENCE

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

3.1.4 REFERENCES AND PAST PERFORMANCE

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

3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE

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

3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS

The proponents 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 proponents shall, as of the Submission Deadline, become the sole property of CMHC and will not be returned to the proponents.

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 proponents. The agreement to be negotiated with the selected proponents 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 proponents 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 proponents 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 proponents 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 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 proponents.

3.4.6 ILLEGAL OR UNETHICAL CONDUCT

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

3.4.7 PAST PERFORMANCE OR PAST CONDUCT

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

- (1) Illegal or unethical conduct as described above;
- (2) The refusal of the supplier to honour its submitted pricing or other commitments; or

- (3) Any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 CONFIDENTIAL INFORMATION

3.5.1 CONFIDENTIAL INFORMATION OF CMHC

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

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

3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT

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

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 NO CONTRACT A AND NO CLAIMS

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

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

reject a proposal or disqualify a proponent, or a decision of the proponent to withdraw its proposal.

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

3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT

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

3.6.3 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:

- (1) Are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- (2) Are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (3) Are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of 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. The Proponent shall not alter this form in any way except to provide the requested information.	
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.

Confirm which services your firm is bidding on:

Full, Drive-by, and Desktop Appraisals and Progress Advance Validation (PAV) inspection requests nationally

Progress Advance Validation inspections for the province of Quebec

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, 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

- 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 this Section 7 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 the 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 the RFP Specifications (Appendix C).

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for the applicable sales taxes such as HST, GST, PST, etc. Sales taxes will be extra and will be paid by CMHC.

Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, on-going maintenance costs, all travel and carriage costs, all insurance costs, all costs of delivery (including any on-boarding/training costs, if not listed separately in the pricing form), all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. EVALUATION OF PRICING

Pricing is worth 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 will submit firm fixed prices for all items as requested in the statement of work-by-work by stream, province, and location type and will include travel.

All pricing must be provided in the Excel file attached to this RFP as Appendix B.

The Proponent shall not alter the Excel file in any way other than to provide the requested pricing information. A Proponent who alters the Excel file other than to provide the requested pricing may be disqualified at CMHC's sole discretion.

Table 1

1. If you are bidding on both streams, fill in the pricing for all four (4) columns.
2. If you are bidding on only the progress advance validation inspections for the province of Quebec, please bid on Column 4 Progress Advance Validation.

For rural and remote properties, the Proponent must incorporate the kilometre (mileage) reimbursement price in the proposed fixed price for the service. (See Appendix C – Travel).

TABLE 2

Table 2 is to be provided for fixed costs related to Service Add-Ons are separate costs, applicable to all locations.

SERVICE ADD-ONS DEFINITIONS

Item	Definition
Multi-unit (1-4) properties (per unit fee)	The number of units in a property must be determined based on information obtained from the municipality to verify the number of units recognized for taxation purposes. If it is not possible to verify the legality or if the unit(s) is (are) not authorized, the rooms in that unit shall be treated as additional rooms and as a contributing value. And hence, no additional fees should be charged. The base price includes 1 unit. The add-on is charged for each additional unit.
Market Rent	Market rent would be the average monthly rent of each unit of the subject based on market rental comparables. The selected rental comparables must be similar to the subject units in terms of dwelling type, age, condition, location, etc. Using the definition above, if the legality of some of the units cannot be confirmed by the appraiser, the market rent of the unit should not be considered.
Two-Values Requested	<p>“As-Is Value” (based on current condition without considering any proposed improvements)</p> <p>“As-if-completed Value” considering the 100% completion of the proposed improvements.</p> <p>In that case, CMHC makes every effort to provide service providers with a list of work that will be done following the purchase of the property. However, there may be times when the list of work is not definitive or is not available. The subcontractor must therefore discuss with either the borrower or the contact the details of the said improvements. The subcontractor will then have to indicate in his appraisal all the improvements that will be done, the materials used and the quality of the work.</p>
Waterfront Properties	Waterfront properties are considered to be any residence with direct access to a body of water (ocean, lake, river, etc.), accessible year-round and whose privileged location contributes to increasing its attractiveness, and consequently its value.
Executive	<p>Executive properties are those whose physical and geographic characteristics contribute to a market value at or above the upper end of the local market range. These residences are not commonly found in the market and generally require a more elaborate search.</p> <p>The external appraiser or AMC needs to provide rationale to justify the add-on fees for executive homes. If the rationale is deemed not sufficient to support that it is an executive home by , CMHC has the right not to pay the executive charge.</p>
Acreage	<p>If the subject lot area is larger than what is generally observed in the area, the appraiser should use the average acreage in the area to estimate the market value of the property. No additional fees should be charged since the work does not require any further research or analysis.</p> <p>However, if CMHC's request necessitates that the appraiser consider the entire square footage, the appraiser may charge additional fees, since the work will require further research and analysis.</p>

TABLE 3

Table 3 is to be provided for fixed costs related to Administrative Fees. are separate costs, applicable to all locations.

**** Specify all known possibilities that would apply with cost.**

Any unusual charges (i.e., charges in addition to those listed above) and/or fee increases will only be allowed on an exceptional basis and will need the prior authorization and approval of CMHC. It is expected that the percentage of unusual charges/fee increases will be at or near 0%.

APPENDIX C – RFP SPECIFICATIONS

A. BACKGROUND

CMHC provides mortgage loan insurance under the National Housing Act (NHA) and the regulations thereunder. CMHC-insured financing is available to facilitate the purchase (with or without improvements), the construction, or a borrower-initiated switch between approved lenders of an existing loan in relation to an eligible residential property comprised of up to four units. Applications for insurance are submitted by approved lenders and assessed by CMHC. The assessment process may include appraisals and site visits being conducted to determine the value or condition of a property or to conduct progress advance reviews.

B. THE DELIVERABLES

CMHC requires reports detailing Full, Drive-by, and Desktop Appraisals and Progress Advance Validations (PAV) across Canada for urban, rural, and remote homeowner and small rental properties with one to four units for the internal use of CMHC as part of the mortgage loan insurance underwriting process.

The successful proponents must proactively manage and use their national network of subcontractors to deliver appraisal and PAV reports and meet agreed-upon turnaround times to satisfy CMHC's requirements.

The successful proponents must ensure that subcontractors safeguard and treat CMHC appraisals/inspections using such a high degree of care and security as is appropriate to avoid unauthorized use or disclosure. Except as authorized by CMHC, appraisals/inspections cannot ever, in whole or in part, directly or indirectly, and in any medium, be disclosed, given access to, transferred, or distributed to a buyer, seller, or via a third party without prior written authorization from CMHC.

i. Licensing

The successful proponents shall ensure that all subcontractors engaged to provide services to CMHC are appropriately licensed to perform the services that they have been engaged to perform. CMHC reserves the right to request proof that the successful proponents' subcontractors are appropriately licensed upon reasonable notice. Should it be discovered that a subcontractor is not licensed, CMHC reserves the right to require that the unlicensed subcontractor no longer provide services to CMHC until they are licensed.

ii. Request Management

The successful proponents will assign at least one (1) Project Manager who will have the following responsibilities at minimum:

- a) Ensure that turnaround times are met, and reports are reviewed for quality assurance.
- b) Manage the flow of communication.
- c) Act as the first point of contact when there is a delay on a request, following the escalation process, and keeping CMHC informed.
- d) Manage subcontractors to ensure adequate coverage in all areas.

The quality of the Project Manager's work will be exhibited by tracking the requests through accurate record-keeping and reporting on adherence to turnaround times.

iii. Request Types

a. Appraisal Requests: Full, Drive-by and Desktop Appraisals

Full, Drive-by, and Desktop Appraisals are primarily used in the underwriting/evaluation process of an application that has been submitted to CMHC for mortgage loan insurance. Appraisers may be required to provide appraisals on dwellings (up to four units) of freehold (i.e., fee simple), leasehold (i.e., leased fee), co-operative, co-ownership, chattel, or condominium (i.e., strata) title across the country.

Appraisers may be asked to provide an appraisal on non-standard construction types, conversions of non-traditional housing forms, and other unique features. Properties could also be located in a non-market area. There is no guarantee on the number of appraisals which will be requested on such properties.

CMHC also uses appraisals to better manage risks posed by fraud or misrepresentation. In this context, the purpose of conducting appraisals is to confirm the property information used in underwriting, to establish whether the building condition is in line or different from others in the area, and to establish an opinion as to value.

Appraisals will be used for CMHC's mortgage loan insurance purposes and/or its internal use and are not meant to be an endorsement of the quality of the home, the builder, or that construction has been completed in accordance with national, provincial, and/or municipal building codes.

b. Appraisal Request Definitions

Full Appraisal: A full appraisal means that an appraiser visits a property and takes photos, measures, and evaluates in person the condition of the property. A full appraisal is more in-depth and includes a full interior and exterior inspection.

The comparables used are analyzed and adjusted to provide an exact value. A full appraisal provides the Remaining Economic Life (REL) of the property and gives a detailed breakdown of the adjustments of the comparables.

Desktop Appraisal: A desktop appraisal is a property valuation that is completed at the appraiser's desk, using tax records, information listed on the Multiple Listing Service (MLS), or other digital sources, instead of through an in-person survey of the property. There are situations where a desktop appraisal may be appropriate, such as when the property is inaccessible, an occupant refuses entry, or a client wants a second opinion without disturbing the occupants.

Drive-by Appraisal: A drive-by appraisal, also referred to as a summary appraisal, is an alternative form of home appraisal. Instead of inspecting both the interior and exterior, the appraiser only needs to examine the exterior of the property and any available real estate records to determine the property value.

A drive-by appraisal is less in-depth, appraisers may not leave their vehicle to inspect the property, and they will rely solely on the most recent MLS listing for size, photos, and room allocation. If there is no MLS data available on the property, this type of appraisal cannot be completed. A drive-by appraisal provides a 10% range of value, does not comment on the remaining economic life of the property, and does not provide a detailed breakdown of the adjustments of the comparables.

c. Progress Advance Validation Inspections

Progress Advance loans are used to finance the construction of a new home or for completing major improvements to an existing home with one to four units. During the construction process, CMHC must confirm the amount of construction that has been completed (referred to as a "validation") before the release of any funds by the lender (referred to as "progress advance draws").

PAV inspections are for mortgage insurance or financing purposes only and are not a statement of the value of the home, the quality of construction, or that construction has been completed in accordance with national, provincial, and/or municipal building codes.

Unless indicated by CMHC, any inspection where the Loan Advance Number exceeds four (4) falls on the responsibility of the financial institution. CMHC cannot coordinate the payment

arrangement for inspections with a Loan Advance Number of five (5) and above. The successful proponent is to make payment arrangements with the borrower before proceeding with the inspection.

iv. Report Format

All appraisal and PAV reports will be submitted to CMHC via the CMHC emiliCONNECT and the successful proponents' communication link. Reports will contain all of CMHC's information requirements for the service being requested and will use standard data definitions and formats as specified by CMHC (available upon request).

1. Full Appraisal reports must be remitted on industry-standard electronic form reports and must include all the information listed in Appendix H.
2. Drive-by Appraisal and Desktop Appraisal reports will include all the information listed in Appendix G.
3. PAV reports must be submitted electronically and include the information listed in Appendix G.

CMHC is in a state of technical transformation. A multi-year modernization project is underway and is targeting a major release in 2026. As such, the successful proponents must be able to support both the current state (emiliCONNECT) and the future state (CMHC Connect) which is currently being defined. See the System Requirements section for more details.

v. Communication Touchpoints

To keep CMHC informed of the status of a file, the successful proponents will update the following communication touchpoints for the file in real-time. If there are any delays or issues with a file, CMHC is to be notified via the touchpoints below and update the comments describing the delay.

- Date of time of CMHC's initial service order received
- Date and time request accepted by subcontractor
- Date and time subcontractor-initiated contact with client
- Date and time client contacted
- Date and time appointment set and confirmed
- Report expected date
- Date and time appointment complete
- Date and time report sent to CMHC
- Comments (Update notes for any changes or delays)

vi. Point of Contact for Arrangement of Visit

The successful proponents are responsible for managing the arrangement of visits, which will be booked immediately. The primary contact information to arrange a visit for validation purposes and/or full appraisals will be provided by CMHC. Should the successful proponents be unsuccessful in reaching the contact provided after three attempts within one business day, the successful proponents will contact CMHC immediately by electronic message via emiliCONNECT or, alternatively, by using the 1 888 GO emili line.

vii. Quality Assurance

The successful proponents will have fully implemented quality assurance (QA) processes, either manual or automated, to ensure quality PAV and appraisal reports. QA processes will include the quality of reports, processes used to arrive at the results, accuracy of data, completeness, courteousness, and other relevant measures used by the respective industries.

The successful proponents will be expected to document the results of their QA process and any action taken, maintain all documentation, and provide CMHC on a quarterly basis a detailed report outlining elements such as files reviewed, observations/findings, action taken, trends, etc.

The successful proponents will be expected to be available to participate in monthly calls with CMHC and present the results of their QA process and the findings.

viii. Turnaround Time (TAT) Requirements

The successful proponents will be required to provide reports within the following time frames once the request is sent by CMHC, at least 95% of the time, for all properties located in all regions of Canada.

Appraisal Type	Region category	Required Turnaround Time in business hours
Full appraisals	Urban	Within 20
	Rural	Within 30
	Remote	Within 36
Desktop appraisals	Urban	Within 12
	Rural	Within 12
	Remote	Within 16
Drive-by appraisals	Urban	Within 10
	Rural	Within 10
	Remote	Within 18
	Urban	Within 16
	Rural	Within 22

Progress Advance Validations	Remote	Within 30
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If the successful proponent is unable to perform the service requested for any reason in a specific area, CMHC must be informed within six (6) business hours of sending the service request.

If the successful proponent is unable to meet the TAT Requirements 95% of the time, CMHC may terminate the Agreement under section 9.01 Termination, subsection (a).

Notes:

- a) The turnaround time starts when the successful proponent receives the CMHC service request and ends when CMHC receives a satisfactory report.
- b) CMHC defines business hours as Monday to Friday, between 8:00 a.m. and 5:00 p.m. within the local time zone of the request.

ix. Reporting Requirements

a. Monthly Performance Report

1. The successful proponents will provide CMHC with monitoring reports, created in Microsoft Excel, by the second Tuesday of the following month.
2. The successful proponents will be required to send the reports with the following information, at a minimum:
 - The volumes assigned for appraisal and/or progress advance validations and by type and by geographic region, and
 - The percentage of appraisal and progress advance validations with TATs at or below the performance standard, as well as above the performance standard, by type and by geographic region, and
 - The report will indicate the true turnaround times with the justified reasons for delays removed, and
 - A separate report to show the turnaround times for the justified reasons for delays.
 - The report is based on business hours from the time CMHC’s initial service order was received until the completed report is received at CMHC.
3. An action plan may be required for missed turnaround times.

Please note that reporting processes may change due to the CMHC Connect Transformation.

b. Quality Assurance Reporting

The service provider must have a process, product, or service to ensure the quality, accuracy, and reliability of the services completed by their subcontractor. The service provider’s quality

assurance plan will include measures for the delivery of the requests where the activities are being completed by subcontractors.

As a minimum, the Service Provider will provide quality assurance reports on the second Tuesday of each quarter, which will indicate the validation checks completed for each activity, a summary of the results, a detailed account of any deficiencies and a description of the corrective actions being taken. A minimum of 20% of requests assigned will be reviewed by the Service Provider each quarter. The report will be prepared in Excel format.

x. Invoicing

The Service Provider will take the appropriate measures to ensure that the electronic monthly invoice in Excel format is error-free in accordance to standard finance and accounting practices prior to submitting to CMHC. The Service Provider will invoice CMHC on a monthly basis by the tenth (10th) business day of the following month. The invoice shall grant an interest-free payment period of thirty (30) days from the date of the invoice issued. No invoice shall be submitted by the Service Provider before the Services have been fully rendered.

Monthly invoices are required by the 15th of the following month. (See **Section 4.02 Payment**)

xi. System Requirements

CMHC is in a state of technical transformation. A multi-year modernization project is underway and is targeting a major release in 2026. As such, the successful proponents must be able to support both the current state (emili/emiliCONNECT) and the future state (CMHC Connect) which is currently being defined.

The successful proponents must be able to meet the technical requirements for electronic connectivity to current systems. The successful proponents will also be engaged throughout the Agile delivery of new components related to AMC connectivity and capabilities. The successful proponents must be able to support testing efforts related to current connectivity (emili) and the transformed system (CMHC Connect).

The transformed system (CMHC Connect) may require new data elements to be provided to CMHC in addition to those already being received by emili.

The successful proponents will be responsible for providing, at their own expense, the interface between their own in-house systems and CMHC's system as well as the CMHC Connect Test/Production systems and ensuring their compatibility.

CMHC will establish electronic communication linkage with the successful proponents to order and obtain Full, Drive-by, and Desktop Appraisals and PAVs through a fully automated process. Formal technical specifications will be provided to the successful proponents. To establish such

electronic connections, the successful proponents must be able to fulfill the following requirements:

a. OPERATIONAL ENVIRONMENT AND TECHNICAL REQUIREMENTS

The successful proponents must fulfill the following requirements:

i. CONNECTIVITY

The successful proponents will connect to CMHC for CMHC Connect webservices over a secured internet connection (see Security).

The successful proponents will connect to CMHC for emili connectivity by webservices over the internet or by one or more of the following (if this connectivity is already in place between CMHC and the Proponent):

- Web Services over Dedicated Connection
- Web Services over a secured Internet connection (see Security)
- MQ Series to MQ Series over TCP/IP
- MQ Server technology

The successful proponents will do the following:

- Provide compliant connectivity from the successful proponents' LAN to CMHC's network devices at the demarcation point for the connectivity.
- Provide an appropriate level of secure physical facilities with access control restrictions for the placement of CMHC devices. The CMHC confidential and proprietary information, data, and property shall be used exclusively for the benefit of CMHC. The facilities shall allow access at any time by authorized CMHC staff with prior coordination.
- Ensure that all components (hardware and software) used in the CMHC-to-successful proponent connectivity are at a vendor-supported level.

The successful proponents will support CMHC's Connectivity Transformation by providing:

- RESTful Testing interfaces to services over the Internet for integration testing
- RESTful Production interfaces once integration testing is completed and deployed to production (this may or may not happen within the contract term)

ii. SECURITY

The successful proponents will have in place appropriate security systems and procedures to protect the confidentiality, integrity, and availability (CIA) of any data of CMHC and its sub-

licensees residing on hardware within the successful proponents' possession or control. This may include at least the following:

- Employ Firewall technology to filter the required protocols and log all access attempts.
- Have Web server support of SSL (128-bit) and the use of encryption keys that must be changed every two years at a minimum.
- Use a form of secure authentication (i.e., Token technology or user ID and password).
- Develop and implement a Security Policy that includes:
 - regular auditing of all processes and reviews of Firewall rule sets; and
 - prohibited storage, use and access to any information for any purpose other than for the original intent of the transfer.

The successful proponents will develop and implement a Security Policy in conjunction with CMHC Legal, Privacy, and Security.

iii. REDUNDANCY

The successful proponents will ensure there is redundancy in all systems supporting their production environment, including but not limited to the following:

- Backup application
- Backup hardware
- Backup power supply
- Backup communication lines

iv. DISASTER RECOVERY

The successful proponents will:

- Ensure there is a separate Disaster Recovery Facility in a different location from the primary production site to provide full backup and timely resumption of processing for critical systems.
- Ensure there is a Disaster Recovery Plan, tested at least annually with established recovery teams. The maximum acceptable recovery time is 24 hours.
- Ensure a set of disaster recovery protocols is defined.
- Ensure disaster recovery plans evolve to include CMHC's transformation end state.

v. TESTING

The successful proponents will do the following:

- Connect to the CMHC test environment to enable the effective testing of CMHC system enhancements before rollout.
- Test all enhancements to the emili environment.
- Agree to participate in such testing activities upon receiving CMHC notice of testing requirements at least three weeks, or as agreed, prior to the planned date.
- Agree to participate in testing other emergency changes (such as Disaster Recovery Simulations) as required by CMHC.
- Ensure availability of and access to testing environments and processing of test cases as required.
- Support CMHC's connectivity transformation by establishing and supporting separate test environments and connections for transformation activities. This allows for Transformation changes to be tested independently from the Production activities.

vi. SYSTEM OPERATIONS AVAILABILITY AND PERFORMANCE

Availability

The successful proponents shall provide the following hours of availability in support of emili:

Monday to Friday, 6:30 a.m. - 1:00 a.m. ET
Saturday, 8:00 a.m. - 11:00 p.m. ET

Services must be provided as normal on all holidays except Christmas Day, Boxing Day, New Year's Day, and Easter Sunday.

Please note that hours of operation may change for CMHC Connect.

Performance

The successful proponents will commit to maintaining a monthly minimum availability of 99.7% for both emili and CMHC transformed Services. To assist in the ongoing monitoring of performance, standard service level reporting is required. Reports shall be produced by the Selected Proponent and provided to CMHC every month.

Two types of statistics must be maintained:

- 1) System availability – Uptime for each major component of the system in actual hours and as a percentage of possible availability.

- 2) Incident calls – Number of calls received, broken down according to the nature of the call, and length of time taken to resolve the incident.

vii. TECHNICAL SUPPORT AVAILABILITY AND RESPONSIVENESS

The successful proponents shall provide CMHC with technical support for its system, including the following:

- Ensuring client Help Desk support during operating hours; meeting the service level target, as described above under Performance; and providing Service support in both official languages, at the caller's choice.
- Managing system, software, hardware and physical environment incident and problems at the Selected Proponent's technical environment.
- Reporting to the CMHC Help Desk any technical issues affecting Services to CMHC within 30 minutes of the occurrence and reporting resolution of the problem to the CMHC Help Desk.
- Providing problem management support and following the problem resolution protocol.
- Providing a single point of contact for the CMHC Help Desk to contact for reporting and coordinating outages or emergency maintenance, and for technology-related discussions.
- Maintaining records on high-impact system problems or outages and problem resolution and making them available to CMHC for periodic audit.
- Working with CMHC on a mutually agreed schedule to allow required maintenance services to be performed in a timely manner.
- Providing Root Cause report within 2 business days post major incident recovery

viii. SYSTEM CHANGE

Where reasonable and necessary, CMHC will notify the successful proponents 60 days (as a minimum) in advance of any planned major technical changes that would impact the proposed communication link. The successful proponents will have the required updates or changes fully tested and operational within 60 days, or as mutually agreed-to, of notification by CMHC.

Where reasonable and necessary, the successful proponents will notify CMHC 60 days (as a minimum) in advance of any major technical changes that would impact the proposed communication link.

ix. Technical Performance Specifications

CMHC will need to establish electronic connectivity between its system and the successful proponents' system so that the requested reports can be managed and completed

electronically. All completed reports are to be returned to CMHC in a fully automated data format, via the established electronic connectivity.

All performance reporting provided by the successful proponents, as outlined in this RFP must be provided to CMHC electronically.

x. Data Requirements

CMHC will supply the following data elements for the current emili connectivity, to the successful proponents to arrange an on-site visit for appraisals and PAVs:

- Product Line
- Appraisal Management Company identifier
- CMHC Account Number
- Loan Advance Number
- Request Type
- Requestor Code
- Lender Reference Number
- Lender Name
- Financial Institution Code
- Transit Number
- Lender Address
- Branch Logon ID
- Client Service Rep First Name
- Client Service Rep Last Name
- Client Service Phone Number
- Client Service Email
- Borrower First Name
- Borrower Last Name
- Property Unit Number
- Property Street Number, Property Street Name, Property Street Type, Property Street Direction
- Property Municipality
- Property Province
- Property Postal Code
- Property Country
- Legal Description
- Number of Units
- New Existing Indicator
- Dwelling Style
- Tenure
- Property Contact First Name

- Property Contact Last Name
- Property Contact Phone Number
- Property Special Instructions
- CMHC Calc LTV Ratio (defaulted to 0)
- Total Financing (defaulted to 0)
- Loan Closing Date
- Builder Name
- Lending Value
- Loan Purpose
- Appraisal Type
- MLS Indicator
- Preferred Language
- Payment Indicator
- Update Indicator
- Previous Order ID
- Joint Ownership Indicator

CMHC’s transformation may require adjustments to the future schema definition and different elements may be supplied.

CMHC alternate contact information (1 888 GO emili)

C. WORK LOCATION

Full and Drive-by Appraisals and Progress Advance Validations are defined by three different location types. Depending on the kilometers travelled, the location type is determined as such:

Location Type	Definition
Urban	Properties located within a *census agglomeration (CA) or a census metropolitan area (CMA).
Rural	Properties located within 50km of a CA or CMA border
Remote	Properties located beyond rural.

* A census metropolitan area (CMA) or a census agglomeration (CA) is formed by one or more adjacent municipalities centred on a population centre (known as the core). A CMA must have a total population of at least 100,000, of which 50,000 or more must live in the core. A CA must have a core population of at least 10,000.

The successful proponents must deal with any dispute that may arise from determining the location types. If CMHC and the successful proponents disagree on the location type, CMHC reserves the right to have the final say.

D. TRAVEL

The successful proponents must include the kilometre (mileage) reimbursement price per geographic area in the proposed fixed pricing for Appraisal reports and Progress Advance Validation. CMHC will not provide a separate reimbursement to the successful proponents for kilometres travelled (mileage), either as a fixed price or as a per-kilometre rate. Any other costs associated with travel, including but not limited to travel time and expenses, must also be included in the proposed fixed pricing for Appraisal reports and Progress Advance Validation. CMHC will not provide a separate reimbursement to the Selected Proponent for travel time and expenses or for any other costs associated with travel. See Appendix B - Pricing Proposal.

E. SECURITY

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

F. CMHC DATA

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

The successful proponents agree that the CMHC Information shall always remain and be accessed from/within Canada and by individuals who have obtained the appropriate security screening as per Government of Canada security screening classification and expressly agrees to logically segregate CMHC Information in electronic format and physically segregate physical documents. Without limiting the generality of the foregoing, the Contractor shall not relocate the equipment, databases or documents containing any data (including any redundant or back-up environments) anywhere outside of Canada.

G. MATERIAL DISCLOSURES

N/A

H. MANDATORY SUBMISSION REQUIREMENTS

MSR 1. SUBMISSION FORM (APPENDIX A)

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

MSR 2. PRICING FORM (APPENDIX B)

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

OTHER MANDATORY SUBMISSION REQUIREMENTS

MSR 3. Each proposal must include a Privacy and Security Questionnaire (Appendix E) completed according to the instructions contained in the form.

I. MANDATORY TECHNICAL REQUIREMENTS

Proponents must provide a statement per each MTR as to **how** the proponent is in compliance with the mandatory technical requirement(s) outlined a below. A yes or no answer is not sufficient.

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

MTR 1. Data Residency. Proponents must ensure that all of CMHC Data, while at rest or in transit, must be encrypted and reside in Canada at all times. Data residency in Canada is not mandatory for regular business communication that does not include sensitive and/or protected or secret information (including personal information).

MTR 2. Data Security. In the event CMHC must share documents containing sensitive and/or protected information (including personal information) with the selected proponent, the selected proponent must be able to comply with, and facilitate CMHC's compliance with the applicable Canadian privacy and access to information legislation and warrants that it has all necessary safeguards in place to protect CMHC Data (including personal information) in its computer network.

MTR 3. Bilingualism. Proponents must be able to demonstrate their ability to provide services in English and French.

MTR 4. Expertise of Agency. Proponents must be able to demonstrate their national reach across Canada (for example, the ability to deliver services nationally on short notice).

J. PRE-CONDITIONS OF AWARD

a. Information Security Assessment (Appendix E - Privacy and Security Questionnaire)

Proponents must demonstrate that they have the required IT infrastructure in place to safeguard third-party personal information (such as personal information from CMHC employees) and any CMHC Data. Therefore, proponents must review and be able to adhere to CMHC’s Security Standards outlined in Appendix E.

The proponent must complete and provide to CMHC with its proposal the questionnaire in Appendix E – Privacy and Security Questionnaire.

The assessment of the security measures is a pass/fail evaluation to determine whether the selected proponent has the measures required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC.

K. RATED CRITERIA

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

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

Rated Criteria Category	Weighting (%)
R.1 Experience and Qualifications of the Organization and its Team	20%
R.2 Approach and Methodology to Delivering the Services	25%
R.3 Ability to Meet Timelines	30%
Stage III - Pricing (See Appendix B for details)	25%
Total	100%

Submission requirements (proposal content) for each rated criteria category

Each proponent should provide the following in its proposal in the same order as listed below. Minimum font size is 11. Proposals should be concise and tailored to the scope of work and

submission requirements. CMHC reserves the right not to review or evaluate proposal content that it has not requested and/or that it considers to be irrelevant to the evaluation process.

R. 1 EXPERIENCE AND QUALIFICATIONS OF THE ORGANIZATION AND ITS TEAM (PAGE LIMIT 10)

- R.1.1 Provide a brief description of your organization including an overview, history, organizational diagram, years of relevant experience, why your organization is ideally suited to provide the required services, and how CMHC will benefit from your firm's expertise.
- R.1.2 Provide details on your network of appraisers across Canada, or for those applying for the Progress Advance Validation, provide details on your network of inspectors for the province of Quebec.
- R.1.3 Provide at least two (2) specific examples from the past five (5) years that demonstrate your firm's experience managing and coordinating appraisals and/or PAVs across Canada, including the volume of appraisals that were managed and how you ensured turnaround times were met. Examples should not include CMHC if applicable. For each example, provide contact information including the name, phone number, and email address of a person that CMHC may contact for a reference.
- R.1.4 Name the project manager(s) for CMHC's account and provide their qualifications and years of experience.
- R.1.5 Indicate if you have a diversity program in place and describe the program. Indicate whether your organization considers itself a diverse supplier. A diverse supplier is defined as an organization that is owned and controlled by at least 51% of individual(s) who are considered: women, indigenous people, LGBTQ2+, persons with disabilities, and visible minorities. If so, indicate whether your organization is a certified diverse supplier and provide certification details.

R. 2 APPROACH AND METHODOLOGY TO DELIVERING THE SERVICES (PAGE LIMIT 15)

- R.2.1 Outline how CMHC's account would be handled by your organization to ensure that it receives cost-effective, prompt, personal, efficient, and high-quality service.
- R.2.2 Describe how you manage subcontractor performance with a clear escalation process;
- R.2.3 Describe the method used for all reporting processes (i.e., Performance, Quality Assurance and Invoicing) and provide sample reports.
- R.2.4 Describe your processes for escalating, remediating, and holding management accountable for concerns that may arise during audits and/or independent tests Describe your processes for escalating, remediating, and holding management accountable for concerns that may arise during audits and/or independent tests.
- R.2.5 Describe the technical support you will offer to CMHC for your systems.
- R.2.6 Describe the process to identify and address any gaps and deficiencies in the work and the reporting process to CMHC. Include sample reports. The process should include actions that will be taken to correct poor quality performance such as mandatory training, further monitoring, dismissals, corrections of work as well as any form of reimbursement to CMHC.

R.2.7 Describe your practices when introducing a major system change that may impact your clients and other associated parties and how you will have the required updates or changes fully tested and operational within 60 days of notification by CMHC.

R. 3 ABILITY TO MEET TIMELINES – (PAGE LIMIT 7)

- R.3.1 Provide the approach and methodology to managing CMHC’s requests to meet turnaround times. Include a process map document of when an appraisal/inspection is ordered.
- R.3.2 Advise how you will proactively manage your national licensed subcontractor networks to meet turnaround times.
- R.3.3 Describe the Project Manager’s responsibilities in managing the requests to meet turnaround times. If there is more than one project manager for the agreement, describe how the work will be disbursed.

L. PRESENTATION

The purpose of the Presentation is to allow the Evaluation Team to obtain any required clarification based on a set of pre-defined questions and for 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 may take place in person at CMHC’s offices or via video conferencing.

Presentations will be used to validate the existing Mandatory and Rated Criteria scores.

Proponents will demonstrate how they will manage multiple requests for properties across Canada to meet turnaround times and ensure that CMHC receives cost-effective, prompt, personal, efficient, and high-quality services.

Questions:

- 1. How will your organization proactively manage the requests to achieve the required turnaround times?
- 2. Describe the Project Manager’s responsibilities in managing the requests in order to meet turnaround times.
- 3. Describe the escalation process when turnaround times are not met.
- 4. Describe the communication process (i.e., status of files, explanation of delays, etc.) with CMHC. How will the organization own this process?

M. REFERENCES

CMHC may contact the references provided under Rated Criteria above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process). If

reference checks are conducted by CMHC, they will be used to validate the existing Mandatory and Rated Criteria scores.

APPENDIX D – FORM OF AGREEMENT

CMHC FILE No. [NUMBER]

THIS AGREEMENT (“Agreement”) is executed

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION
[ADDRESS]
(hereinafter called "**CMHC**")

- and -

[SERVICE PROVIDER NAME]
[ADDRESS]

(hereinafter called the "**Service Provider**")

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

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

Article I. The Services

Section 1.01 The Service Provider shall provide Appraisal and Progress Advance Validation Management Services ("the **Services**") to CMHC as described in Schedule [A].

Article II. Representations and Warranties

Section 2.01 Service Provider’s Representations and Warranties

The Service Provider represents and warrants that at all times during the term of the Agreement:

- (a) 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;
- (b) it maintains all necessary registrations, licenses and consents and complies with all relevant laws applicable to the provision of the Services;
- (c) it complies with the rules, regulations, and policies of CMHC including CMHC’s security procedures, and such other policies as CMHC may provide, as amended from time to time; and
- (d) it shall provide the Services in a timely and professional manner, to the satisfaction of CMHC, and in accordance with industry standards applicable to the Service Provider’s field.

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

Article III. Term

The term of the Agreement shall be for a period of three (3) years commencing on [DATE] and ending on [DATE] (the “**Initial Term**”).

This Agreement may be extended should CMHC require, by authorized representatives of the Parties in writing, at the sole option of CMHC, for two (2) additional one-year renewal periods (the “**Extension Term**”), not to exceed a cumulative total of five (5) years including the Initial Term. The Initial Term and any Extension Term shall be collectively referred to as the “**Term**”.

Article IV. Fees and Payment

Section 4.01 Fees

In consideration of the performance of the Services, CMHC agrees to pay the Service Provider an amount based on the Service Provider's rates attached as Schedule [B] of this Agreement. CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed [**Amount in words (numerals) dollars CAD**] inclusive of taxes, assessment, duties, levies and expenses for Services provided during the Initial Term of the Agreement (the “**Total Financial Liability**”). No other taxes, assessments, duties or other levies shall be payable to the Service Provider unless specifically agreed in writing by the Service Provider and CMHC.

Section 4.02 Payment

- (a) The Service Provider shall submit detailed invoices, in Excel format, to CMHC for every phase and/or milestone completed during the Term, describing the Services provided during the period covered by the invoice and in accordance with the Purchase Order (PO). A template will be provided upon execution of the agreement.
- (b) Notwithstanding Article 4.01 above, GST/HST or provincial sales taxes, as applicable, shall be collected by the Service Provider on all consideration payable under this Agreement including fees, disbursements and any other charges and shown as a separate item on each invoice, showing the Service Provider GST/HST/QST or other provincial tax numbers, as applicable. The Service Provider shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

- (c) CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. All invoices must make reference to the PO number and this Agreement and shall be sent electronically to vendormanagement@cmhc-schl.gc.ca.
- (d) The Service Provider shall:
 - (i) complete a Vendor Information Form under Schedule [B] inclusive of the Service Provider's business number and [along with a void cheque], prior to commencement of the Term to comply with its obligation under the *Income Tax Act* or any law, for CMHC's preparation of a T1204 and for payment by ETF;
 - (ii) ensure that the information provided remains accurate and up to date;
 - (iii) assume full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date; and
 - (iv) only invoice following the rendering of Services and as outlined in Schedule [B].

Section 4.03 Withholding Taxes

NOTE: This clause is applicable to foreign contractors for services rendered in Canada. If the Vendor is a resident of Canada, this clause will be deleted.

Any payments made to the Service Provider by CMHC pursuant to Section 4.01 in respect of Services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Service Provider, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency. The Service Provider must identify the value of Services provided in Canada within its invoice. Otherwise, CMHC will withhold taxes on the full consideration amount.

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 the Service Provider and its personnel. The Service Provider 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 the Service Provider to make any such withholdings, remittances or registration, or to file any information required by any law.

Section 4.04 Travel Costs.

All travel costs are included in the Total Financial Liability. The Service Provider is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement, unless pre-approved by CMHC in writing as provided herein.

Article V. Confidentiality

Section 5.01 Confidentiality and Non-Disclosure of CMHC Information

Section 5.02 The Service Provider understands the sensitive nature of the CMHC Information and agrees to use CMHC Information solely for Service Provider's use in performing this Agreement and only by personnel bound to confidentiality obligations at least as strict as those contained herein, and in accordance with any applicable Government of Canada screening classification requirements. Other than in direct performance of the Services, CMHC Information may not be disclosed or copied unless authorized by CMHC in writing, both during the Term and following termination of the Agreement.

Section 5.03 The Service Provider 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, on the advice of its counsel. In such circumstance, the Service Provider shall: (a) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.

Section 5.04 The Service Provider 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 under the *Access to Information Act*. Any *Access to Information Act* request received by Service Provider must be immediately forwarded to CMHC no later than seven days from receipt. Service Provider must not provide any form of response on such request without prior written instruction by CMHC. Service Provider shall 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 5.05 In the event that the Service Provider experiences a breach of confidentiality with respect to the CMHC Information, the Service Provider will immediately notify CMHC and cooperate with CMHC in accordance with the security breach requirements under Section 6.01 to remedy the breach.

Article VI. Information Privacy and Security

Section 6.01 Personal Information and Security Breach Notification

To the extent that there is a security breach involving CMHC Information or any unauthorized disclosure or access to Personal Information by Service Provider relating to this Agreement, Service Provider agrees to immediately and no later than two calendar days, notify CMHC by telephone and in writing and:

- (a) promptly conduct corrective actions using prudent and commercially best practices and mitigate the damages that may arise from the disclosure or access, including completing a prompt investigation and report to CMHC, and completing a breach assessment, and containment as directed by CMHC;
- (b) with prior CMHC authorization only, notify the affected party of the disclosure in the manner required by CMHC and applicable law;
- (c) assist CMHC in any communication with the media or any governmental authority, and which communications may only be made as determined by CMHC acting reasonably;
- (d) take any further action as CMHC may reasonably require investigating and remedy the matter; and
- (e) maintain strict confidentiality of the inadvertent disclosure or access, all in accordance with applicable laws.

Section 6.02 Service Provider Security Measures

The Service Provider represents and agrees that it shall:

- (a) at all times, transmit information between the Service Provider and CMHC through secure means of transmission;
- (b) conduct regular security assessments to ensure safeguards are working effectively;
- (c) ensure all CMHC Information is encrypted while in transit and at rest at a minimum 128-bit encryption throughout the Term;
- (d) ensure its personnel undergo applicable criminal records check or hold a valid personnel security screening at the level required in writing by CMHC prior to commencement of any Services, and provide the results of the check to CMHC's corporate security department;
- (e) ensure that the CMHC Information remain and be accessed only from/within Canada per security screening classification, logically and physically segregated and not relocated without CMHC prior written consent; and
- (f) execute any further actions to enhance the security controls as may be reasonably required by CMHC.

Section 6.03 When CMHC Information is stored, the Service Provider will, at all times, use reasonable administrative, physical and technological security measures to ensure that CMHC

Information remains confidential and secure and that the information is not lost or otherwise accessed without authority.

Section 6.04 Return of CMHC Information

Any CMHC Information provided to the Service Provider in the performance of the Services shall be returned, uncopied, to CMHC or destroyed by the Service Provider immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Service Provider shall proceed to the destruction of such documents in accordance with CMHC's reasonable instructions and provide a corporate certificate of destruction executed by an authorized officer, if requested. Notwithstanding the foregoing, the Service Provider shall be permitted to maintain copies of such documentation as it reasonably requires for audit, legal and regulatory purposes, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.

Article VII. Intellectual Property Rights

Section 7.01 All material, documents, reports and other work product produced by or on behalf of the Service Provider specifically for the provision of the Services under this Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Service Provider warrants that it has sufficient rights to satisfy this term. This Agreement shall constitute an irrevocable assignment by Service Provider to Customer of the ownership of and all rights of copyright in, the work product, and CMHC shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections that may be available in the works and that any necessary waivers of moral rights have been obtained. Service Provider agrees, and shall cause its employees to agree, that all deliverables are hereby deemed to be owned by CMHC. Nothing in this Agreement is intended to affect the pre-existing intellectual property rights of the Parties.

Section 7.02 Service Provider shall make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

Article VIII. Termination and Effects of Termination

Section 8.01 Termination

- (a) CMHC may at any time and for any reason, terminate this Agreement with no charge or penalty, by giving ten (10) days written notice.
- (b) CMHC may immediately terminate this Agreement without penalty or charge without notice to the Service Provider, for any of the following reasons:
 - (i) CMHC has reason to believe that the Service Provider has committed gross misconduct, fraud or other unlawful acts;
 - (ii) If Service Provider becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;

- (iii) Service Provider has committed a breach under Article II (Representations and Warranties); Article V (Confidentiality); Article VI (Information Privacy and Security); or Article VII (Intellectual Property Rights);
- (iv) an unresolved conflict or breach of Article X (Insurance); or
- (v) CMHC does not have sufficient appropriations from Parliament to fulfill its payment obligations.

Section 8.02 CMHC 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 Service Provider arising out of the Agreement or its termination, CMHC will make payment for the value of all Services performed to the date of the termination, as determined in accordance with the rate(s) specified in the Agreement.

CMHC shall make payment within thirty (30) calendar days from the later of: (i) the date of the termination; or (ii) receipt of a proper invoice submitted by the Service Provider. Upon such payment, CMHC will have no further obligation or liability of any kind to the Service Provider.

Section 8.03 Service Provider Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Service Provider shall:

- (a) promptly, and at the latest five (5) business days following termination of this Agreement, review all work in progress and report the status of all work in progress to CMHC;
- (b) upon CMHC's written request, complete or arrange for the completion of any and all work in progress at the time of termination; and
- (c) provide reasonable cooperation and assistance to CMHC upon CMHC's written request and at CMHC's expense, in transitioning the Services to an alternate service provider.

Article IX. Contingency Planning

The Service Provider shall have in place a business continuity plan and disaster recovery plan and will cause any affiliates or Permitted Subcontractors performing in the delivery of Services under this agreement to likewise maintain business continuity plans, disaster recovery plans. The Service Provider shall be required to supply a copy of its business continuity policies and/or complete a CMHC Business Continuity Management Attestation Form within 30 calendar days of CMHC's request. The Service Provider shall cover all costs associated with performance of their contingency plans.

Article X. Indemnification

The Service Provider agrees to indemnify, defend and hold harmless CMHC and its directors, officers, employees, and agents for all losses, damages, costs, expenses, penalties, claims,

demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in relation to (a) the Service Provider's or its subcontractor's, errors, negligence, omissions, misconduct or breach of this Agreement, or (b) a claim by a third party that any of the Services or work produced under this Agreement infringe its intellectual property rights. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Service Provider or subcontractor, if applicable. The Service Provider, as the case may be, shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence and provided that Service Provider shall not enter into a settlement without CMHC's written consent.

Article XI. Insurance

During the Term, the Service Provider shall procure and maintain, at its sole expense, at least the minimum of insurance coverage types and amounts outlined in Schedule E. If CMHC requests that the Service Provider meet additional insurance requirements under this Agreement, the Service Provider shall obtain such additional insurance at its own expense. The Service Provider shall provide evidence of insurance as may be required by CMHC.

Article XII. Conflict of Interest

The Service Provider and its personnel shall avoid any real, potential or apparent matter, circumstance, interest, or activity affecting the Service Provider or its personnel, which may impair or appear to impair, the ability of the Service Provider or its personnel to perform the work diligently and independently ("**Conflict of Interest**") during the Term and shall declare any Conflict of Interest to CMHC immediately upon becoming aware of the Conflict of Interest. The Service Provider shall take steps to eliminate any real, potential or apparent Conflict of Interest, to the satisfaction of CMHC. In the event that a Conflict of Interest cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

Article XIII. General

Section 13.01 Independent Contractor

CMHC's relationship with Service Provider is that of an independent contractor, and not as an employee or agent of CMHC. Neither Party has the authority to contract for or bind the other Party.

Section 13.02 Severability

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

Section 13.03 No Limitation

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

Section 13.04 Force Majeure

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

Section 13.05 Amendment; Non-Waiver

No amendment of this Agreement will be effective unless agreed to by both Parties in writing. Failure by either Party to assert any of its rights under this Agreement shall not be construed as a waiver thereof.

Section 13.06 Compliance with Laws

The Parties shall comply fully with all applicable laws, ordinances, rules, regulations, code and standards, whether federal, provincial, or local.

Section 13.07 Governing Laws

This Agreement is made under and will be governed by and construed in accordance with the laws of the province of [PROVINCE] and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

Section 13.08 Official Languages

The Service Provider acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Service Provider agrees to cooperate with CMHC to take any measures necessary to ensure compliance with the Act. The Service Provider must also ensure that there is sufficient capacity to provide Services that are

comparable in terms of quality and timeliness in both official languages. [It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.] **[This part is to be used when the Agreement is between CMHC and a Quebec entity and both Party wish to have the Agreement written in English].**

Section 13.09 Security Clearance and Access to CMHC Property

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

Section 13.10 Assignment of the Agreement

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

Section 13.11 Scope of Agreement

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

Section 13.12 Subcontractors

The Service Provider shall not subcontract the performance of any of its duties or obligations under this Agreement to any person without CMHC's prior written consent.

Section 13.13 Notices

All invoices and notices issued under this Agreement shall be in writing and shall be forwarded via mail, courier or e-mail with written confirmation of successful transmission:

- (a) To CMHC at the following address:

Canada Mortgage and Housing Corporation

Name [NAME]

Title [TITLE]

[ADDRESS]

Phone: [PHONE]

Email: [EMAIL]

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

[SERVICE PROVIDER NAME]

Name [NAME]

Title [TITLE]

[ADDRESS]

Phone: [PHONE]

Email: [EMAIL]

Section 13.14 Counterparts and Electronic Signatures

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 means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 13.15 Order of Precedence

In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its schedules and appendices and any other documents incorporated herein by reference, the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) this Agreement as amended from time to time; (2) any Schedules, work orders, to this Agreement that are duly executed by the Parties, as amended from time to time, to the extent of the inconsistencies between the terms.

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

[SERVICE PROVIDER NAME]

CANADA MORTGAGE AND HOUSING CORPORATION

Name:

Name:

Title:

Title:

I have the authority to bind the Service Provider.

SCHEDULE [A]: SERVICES

SCHEDULE [B]: MANNER OF PAYMENT

Successful proponent's rates.

Vendor Information Form to be attached under SCHEDULE [B]

SCHEDULE C – INSURANCE REQUIREMENTS

Insurance

The Service Provider 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 Service Provider shall be issued by financially sound and responsible regulated insurance companies and shall have an A.M. Best Company, Inc. rating of "A-" or better (or such other debt rating agencies and/or rating as approved at the sole discretion of Canada Mortgage and Housing Corporation)

Commercial General Liability

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

Automobile Liability

The Service Provider shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Service Provider Where the policy has been issued pursuant to a government-operated automobile insurance system, the Service Provider shall provide CMHC with confirmation of automobile insurance coverage for all automobiles registered in the name of the Service Provider.

Professional Liability Errors & Omissions

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

Cyber Liability

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the vendor, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the vendor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

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

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

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

If this insurance is provided on a claims-made basis, the vendor shall maintain continuous insurance coverage during the term of this 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-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
3. 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. coverage is maintained.

Workers Compensation

Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed.

Other Conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Proponent. All insurance policies required to be maintained by Proponent pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Proponent insurance and shall not contribute to it. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition, Proponent shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Proponent agrees that it shall contractually obligate any sub-contractor 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 sub-contractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such sub-contractor or independent contractor. It shall be the sole responsibility of the Proponent to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract.

APPENDIX E – PRIVACY AND SECURITY QUESTIONNAIRE

	PRIVACY PRINCIPLE	PRIVACY / SECURITY CONTROLS	RESPONSE/CONFIRMATION OF EXISTING CONTROLS <i>***Please provide detailed responses***</i>
	Accountability	<p>1.1 Designated Privacy team:</p> <p>Responsibility and accountability are assigned to a person or group for developing, documenting, implementing, enforcing, monitoring, and updating the organization's privacy policies and procedures. Demonstrate adherence to leading industry frameworks such as PIPEDA</p>	
<p>1.2 Internal Oversight:</p> <p>Describe your internal processes for monitoring adherence to your privacy policies and procedures.</p>			
<p>1.3 Training & Awareness:</p> <p>Describe your privacy and security training and privacy awareness / upskilling programs for staff.</p>			
<p>1.4 Third-Party / Vendor Management:</p> <p>How do you oversee third-party / vendors or subcontractors for privacy adherence and ensure compliance to CMHC's terms, agreements, and requirements?</p>			
<p>1.5 Communicate Changes:</p> <p>Is there a process for notifying CMHC if there are new or changed arrangements</p>			

		with third parties or sub-contractors accessing Personal Information?	
		<p>1.6 History of Sharing:</p> <p>How do you maintain a history of Personal information sharing – including dates and categories of information transferred, to whom and where it was transferred, and the purpose?</p>	
		<p>1.7 Global Compliance:</p> <p>Do you adhere to other jurisdictional privacy laws (e.g., GDPR, CCPA)? Provide evidence or certifications of compliance.</p>	
2.	Identifying Purposes	<p>2.1 Purpose Determination & Documentation:</p> <p>Describe the processes and criteria your organization uses to determine and document the purposes for which personal information is collected, used, or disclosed.</p>	
3.	Consent	<p>3.1 Obtaining Consent:</p> <p>Describe how you obtain consent for the collection, use, or disclosure of personal information. Include processes for both implicit and explicit consents.</p>	
4.	Limiting Collection	<p>4.1 Data Minimization:</p> <p>Describe your measures to ensure that only the necessary personal information is collected.</p>	
5.		5.1 Use & Disclosure:	

	Limiting Use, Disclosure, and Retention:	How do you ensure personal information is only used or disclosed for the purposes initially intended?	
		<p>5.2 Retention and Storage:</p> <p>Explain your retention policies, processes, schedule, and monitoring.</p>	
		<p>5.3 Secure Disposition:</p> <p>How do you securely return, dispose of, destroy or de-identify personal information that is no longer required?</p>	
6.	Accuracy	<p>6.1 Data Quality:</p> <p>Describe how you ensure the personal information you hold is accurate, complete, and up-to-date.</p>	
7.	Safeguards	<p>7.1 Security in Privacy Policies:</p> <p>The organization's privacy policies (including any relevant security policies), address the security of Personal Information.</p>	
		<p>7.2 Protection Measures:</p> <p>Describe the technical, physical, and administrative security measures protecting personal information. Please detail mechanisms such as:</p> <ul style="list-style-type: none"> - Biometrics - Firewalls & Intrusion detection systems - VPNs 	

	<ul style="list-style-type: none"> - Session time-out securities - Data encryption methods - Audit trails 	
	<p>7.3 Security Assessments:</p> <p>Explain how you meet security controls for up to and including Protected A or B as per Government of Canada standards, such as or equivalent to:</p> <ul style="list-style-type: none"> - ISO27001:2013 - ITSG-33 - SOC 1 Report - SOC 2 Report - CSEA 3416 - SSAE 18 <p>Alternatively, if you are using a third-party provider to manage your network (such as Bell Canada or Rogers or Microsoft), SOC reports are available through your provider and will satisfy this requirement.</p>	
	<p>7.4 Logical Access to Personal Information:</p> <p>Explain how Logical access to Personal Information is restricted by procedures that address the following matters:</p> <ul style="list-style-type: none"> a) Authorizing and registering internal personnel and individuals; b) Identifying and authenticating internal personnel and individuals; 	

		<p>c) Making changes and updating access profiles;</p> <p>d) Granting privileges and permissions for access to IT infrastructure components and Personal Information;</p> <p>e) Preventing individuals from accessing anything other than their own personal or sensitive information;</p> <p>f) Limiting access to Personal Information to only authorized internal personnel based upon their assigned roles and responsibilities using techniques such as access management, de-identification ;</p> <p>g) Distributing output only to authorized internal personnel;</p> <p>h) Restricting logical access to offline storage, backup data, systems, and media;</p> <p>i) Restricting access to system configurations, super user functionality, master passwords, powerful utilities, and security devices (for example, firewalls); and</p> <p>j) Preventing the introduction of viruses, malicious code, and unauthorized software.</p> <p>k) Preventing co-mingling of personal information collected from this initiative with that of other organizations.</p>	
		<p>7.5 Physical Access Controls:</p> <p>How physical access to Protected A or B information is restricted</p>	
		<p>7.6 Environmental Safeguards:</p>	

		<p>Explain how personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p>	
		<p>7.7 Incident Management:</p> <p>Does your organization have an incident management policy and process that includes defined processes for problem identification, risk mitigation, remediation, and timely notification to CMHC upon discovery?</p> <p>Have you had any data breaches (material breaches with a risk of harm and that were reported to TBS/ <u>or</u> OPC) in the past 24 months? If so, provide details on the incident and corrective measures taken.</p>	
		<p>7.8 Data Residency</p> <p>Do you have the infrastructure to store Personal Information collected as part of the CMHC initiative inside Canada? Protected Information must reside in Canada at all times.</p>	
		<p>7.9 Testing Security Safeguards</p> <p>How do you test the effectiveness of the key administrative, technical, and physical safeguards protecting Personal Information are conducted periodically including a Threat and Risk assessment (TRA) Penetration testing, or similar security assessment.</p>	
<p>8.</p>	<p>Openness</p>	<p>8.1 Policy Availability:</p> <p>Can you ensure that information about an organization's privacy policies and</p>	

		<p>procedures, including the name of the Privacy Officer and their responsibilities, are user-friendly, communicated and made readily available to the public, internal personnel and third parties who need them. Please share them with CMHC.</p>	
9.	Individual Access	<p>9.1 Access & Correction:</p> <p>Describe the process for individuals to access their personal information in your organization and correct inaccuracies.</p>	
10.	Challenging Compliance	<p>10.1 Complaints Process:</p> <p>Describe the process in place for individuals to challenge your organization's compliance with privacy principles.</p>	

APPENDIX F – INVOICE TEMPLATE

Company:		Your Company Name
Date:		DD/MM/YYYY
Invoice #:		99999
Period:		May 01, 2013 - May 31, 2013
PO#		POxxxxxx
Term:		Net 99 Days

Appraisal ID	Inspection Date	CMHCAccount Nu	LoanAdvan	Order ID	Property Address	Legal Description	Province Code	NoOfUnit	InspectionType	Total Cost	Inspection Price	AdminCode	Other Expense	GST	HST	QST
01	2013-05-02	11111111	0	0000001	1035 JACQUES-CARTIER RUE, GATINEAU, QC J8T	4 647 023	QC	3	01	281.69	245.00		0.00	12.25	0.00	24.44
02	2013-05-07	22222222	0	0000002	518 HENRI-LAMOUREUX RUE, SAINT-JEAN-SUR-RI	LOT 246-135	QC	4	01	281.69	245.00		0.00	12.25	0.00	24.44
03	2013-05-07	33333333	2	0000003	G.-A. BOULET , ST-TITE, QC G0X 3H0	4443277	QC	1	03	258.23	155.00	01, 04	69.60	11.23	0.00	22.40
04	2013-05-01	44444444	0	0000004	517 LAMONTAGNE RUE, ST-PRIME, QC G8J 0A3	4087649	QC	1	03	178.21	155.00		0.00	7.75	0.00	15.46

Total:

Grand Total

Invoice Approved By:

Authorized spending authority

Print Name

Signature

Date

Financial Certification

Print Name

Signature

Date

HST Registration No: 99999 9999

QST Registration No: 999999999999

APPENDIX G – PROGRESS ADVANCE VALIDATIONS REPORT TEMPLATE

Property Address / Adresse de la propriété	CMHC Account No. N° de compte de la SCHL	
Date of Report / Date du rapport		
<p>Guide to Percentage Completion of Single Storey, 1 ½ Storey, Split Level, 2 Storey and bi-Level Houses, Detached or Semi-Detached</p> <p>Guide – Degré d’achèvement des maisons individuelles et jumelées à un étage, un étage et demi, à mi- étages, à deux étages et à deux paliers.</p>		
Actual / Réel		
Excavation, Foundation Excavation, fondation		
Dampproof, Drain, Backfill Étanchement, drain, remblayage		
Frame, Sheathing, Roof Charpente, revêtement mural intermédiaire, toit		
Door, Windows Portes, fenêtres		
Rough Electrical Installation électronique primaire		
Rough Plumbing Plomberie primaire		
Insulation, Air-Vapour Barrier Isolation, pare air-vapeur		
Basement Floor Plancher de sous-sol		
Exterior Finish Finition extérieure		
Interior Wall / Ceiling Finish Revêtement du plafond et des murs		
Heat Equipment Installation de chauffage		
Complete Electrical Toute l’installation électrique		
Complete Plumbing Toute l’installation de plomberie		

Kitchen Cabinets, Vanity Armoires de cuisine et vanité		
Finish Carpentry Menuiserie de finition		
Interior Painting Peinture intérieure		
Flooring Revêtement de plancher		
Site Works, Improvements Aménagement extérieur		
TOTAL PERCENTAGE COMPLETE POURCENTAGE TOTAL D'ACHÈVEMENT		

NOTE: This progress advance report has been prepared solely for Canada Mortgage and Housing Corporation's internal purposes, as a guide estimating the level of completion of the above referenced property for loan advance purposes. It does not constitute a report of a technical inspection of the subject property to ensure compliance with any building or property standards and is not to be interpreted as such. CMHC does not assume any responsibility for any loss or damage to the present or any future owner of the subject property as a result of the preparation of this report.

NOTE : Ce rapport d'étape ne répond qu'aux besoins de la Société canadienne d'hypothèques et de logement. Il lui sert de guide pour estimer le degré d'achèvement de la propriété susmentionnée aux fins d'avance sur prêt. Il ne doit donc pas être considéré comme un rapport d'inspection technique de la propriété visant à déterminer si elle répond aux normes touchant les bâtiments ou la propriété. La SCHL ne saurait être tenue responsable de toute perte ou de tout dommage que pourrait subir le propriétaire actuel ou subséquent par suite de la rédaction de ce rapport.

Comments / Observations:

Signature :
Position Title / Titre du poste :
Date:

APPENDIX H – APPRAISAL REPORT REQUIREMENTS FULL APPRAISAL REPORT REQUIREMENTS

Reports must include the following information:

- Front and rear elevations photos, and interior and street scene photos (where appropriate) of the subject property.
- Exterior and, when available, interior photos for all three comparable properties.
- MLS number for all three comparable properties.
- Explanation of any adjustments made to comparable properties.
- Summary of market conditions and value trends relative to the property being appraised.
- Brief description of the neighbourhood and surroundings.
- Map showing locations of the subject property and comparables used.
- Highest and best use of the land.
- Property description including built-ins and chattels.
- Current year assessment and taxes.
- Comments on marketability of the subject property and exposure time, based on the historical marketing or listing period for similar properties linked to the estimate, in addition to the appraiser’s opinion on any trends that might impact the estimate of value.
- Electronic custom report, where available, to CMHC (specification to be given to successful proponent(s)).
- Identification if appraisal is for new construction, existing property or renovation.

DRIVE-BY AND DESK APPRAISAL REPORT REQUIREMENTS

Reports must include the following information:

Drive-By and Desk Appraisal Report Requirements (items to be verified)		
Data Elements	Establishes Property Being Evaluated	Items to Verify
Apt. Number		
Street Number		
Street Name		
Street Type		
Street Direction		
City Name (Canada Post)		

Postal Code		
Livable Floor Area*		
Dwelling Style		
Lot Size		
Dwelling Type		
Property Age		
Garage Size		
Garage Type		
Property Market Value		
Property Market Value After Improvements**		
Corner Lot (yes or no)		
Lot Shape (regular, irregular)		
Lot Width		
Lot Depth		
Waterfront Property (yes or no)		
Negative Influences in Neighbourhood		

*Full appraisals are normally indicated for condominium properties.

**Information about improvements to be provided.

APPENDIX I – VENDOR CODE OF CONDUCT

CMHC's Vendor Code of Conduct is hereby incorporated by reference: [vendor-code-conduct-en.pdf \(cmhc-schl.gc.ca\)](https://www.cmhc-schl.gc.ca/en/pdf/vendor-code-conduct-en.pdf)

APPENDIX J – PAIR TEMPLATES

PROGRESS ADVANCE REPORT FOR NEW CONSTRUCTION - HOMEOWNERSHIP LOAN
RAPPORT SUR LES AVANCES ÉCHELONNÉES POUR NOUVELLE CONSTRUCTION - PRÊT POUR PROPRIÉTAIRE-OCCUPANT

Order Number / Numéro de commande		CMHC Account Number / Numéro de référence SCHL	
Property Address / Adresse de la propriété		Advance Number / Nombre d'avances	
Unit Number / App.	Street Number / Numéro civique	Date of Report /Date du rapport	
Street Name / Rue		Firm / Firme	
Street Type / Type de rue	Street Direction / Direction	Name / Nom	
Municipality / Municipalité		Inspector / Inspecteur(euse)	
Province Québec	Postal Code / Code Postal	First Name / Prénom	Last Name / Nom
Legal Description / Désignation cadastrale		Area Code / Ind. rég.	Phone Num. / Num. de téléphone Extension / Poste

New construction / Nouvelle construction Inspection Components / Éléments de l'inspection	Inspectors Estimate of Completion / Estimation de l'achèvement par l'évaluateur %	Weighting / Pondération %	Percentage Complete / Pourcentage d'achèvement
Excavation, Foundation / Excavation, fondation			
Damproof, Drain, Backfill / Étanchement, drain, remblayage			
Frame, Sheeting, Roof / Charpente, revêtement mural intermédiaire, toit			
Door, Windows / Portes, fenêtres			
Rough Electrical / Installation électrique primaire			
Rough Plumbing / Plomberie primaire			
Insulation, Air-Vapour Barrier / Isolation, pare air-vapeur			
Basement Floor / Plancher de sous-sol			
Exterior Finish / Finition extérieure			
Interior Wall, Ceiling Finish / Revêtement du plafond et des murs			
Heat Equipment / Installation de chauffage			
Complete Electrical / Toute l'installation électrique			
Complete Plumbing / Toute l'installation de plomberie			
Kitchen Cabinets, Vanity / Armoires de cuisine et « meuble-lavabo »			
Finish Carpentry / Menuiserie de finition			
Interior Painting / Peinture intérieure			
Flooring / Revêtement de plancher			
Site Works, Improvements / Aménagement extérieur			
Total Percentage Complete / Pourcentage total d'achèvement	X	100	

For New Manufactured Home without Foundation: Please document inspection components: Pour maison usinée neuve sans fondation: Veuillez documenter les éléments de l'inspection	Inspectors Estimate of Completion / Estimation de l'achèvement par l'évaluateur %	Weighting / Pondération %	Percentage Complete / Pourcentage d'achèvement
Total Percentage Complete / Pourcentage total d'achèvement	X	100	

Comments / Observations

**PROGRESS ADVANCE REPORT FOR NEW CONSTRUCTION - HOMEOWNERSHIP LOAN
RAPPORT SUR LES AVANCES ÉCHELONNÉES POUR NOUVELLE CONSTRUCTION - PRÊT POUR PROPRIÉTAIRE-OCCUPANT**

By accepting to provide the inspection services requested in respect to the above-referenced property and in consideration of the fees/paid to you, you agree to the following:

1. Communications with the property owner(s), builder, contractors, and other third parties.

If asked for your findings or about providing a copy of your notes or your loan progress advance inspection report, the inspecting person/company is to decline and explain that the information provided in the report is for the sole use of Canada Mortgage and Housing (CMHC). You can also explain that the inspection is of a non-invasive nature and that the inspection and advancing of a loan amount thereafter is not to be relied upon by the property owner(s) or any other party as evidencing actual completion of any stage of construction or compliance with Provincial/territorial construction laws or any building or property laws standards or codes. It remains the property owner(s) responsibility to determine the condition of the property and any construction, the price are willing to pay and the amount they are willing to borrow. For your protection and ours, you are not to make the property owner(s) or contractor(s) any representation as to present or future condition or value of the property, or that the property is in conformance with any building or property standards or codes and nothing in the report shall be construed as such.

2. Confidentiality

You are to keep your report and findings and the request for services and information conveyed to you from "Name of inspection firm" and/or CMHC in the strictest confidence. You will only disclose this confidential and proprietary information "Name of inspection firm". (which will store it and convey it to CMHC) and those of your business' officers, to CMHC (which will own it), to employees or agents to whom disclosure is necessary for the purposes of performing the services for CMHC, provided that such officers, employees and agents are informed of confidential nature of the information and have agreed to be bound by the terms of this confidentiality. No other disclosures are permitted, except where compelled by law.

En acceptant de fournir les services d'inspection demandés à l'égard du bâtiment susmentionné, et en contrepartie des honoraires qui vous sont versés, vous acceptez les conditions suivantes:

1. Communications avec le propriétaire, le constructeur, les entrepreneurs et les tiers.

Si l'on vous demande de divulguer vos conclusions ou de fournir une copie de vos notes ou de votre rapport d'inspection pour avances échelonnées, la personne ou l'entreprise responsable de l'inspection doit refuser de le faire et expliquer que l'information contenue dans le rapport est réservée à l'usage exclusif de la Société canadienne d'hypothèques et de logement (SCHL). La personne ou l'entreprise responsable de l'inspection peut également expliquer que l'inspection n'est pas de nature intrusive, et que le propriétaire ou toute autre personne ne peut se fonder sur l'inspection et sur le versement éventuel du prêt comme preuve de l'achèvement réel d'une étape de la construction ni de la conformité à toute loi provinciale ou territoriale sur les privilèges du constructeur ni à toute loi en matière de propriété ou encore toutes normes ou tout code en matière de bâtiment. Le propriétaire a la responsabilité de déterminer l'état de la propriété et des travaux de construction, le prix qu'il est disposé à payer ainsi que le montant qu'il désire emprunter. Pour la protection de l'évaluateur/inspecteur et pour celle de la SCHL, la personne ou l'entreprise responsable de l'inspection ne peut faire aucune déclaration aux propriétaires ni aux entrepreneurs quant à la valeur ou à l'état actuel ou futur de la propriété, ni faire aucune déclaration quant à la conformité de celle-ci à toutes normes ou à tout code bâtiment, et le rapport ne peut aucunement être interprété comme comprenant de telles déclarations.

2. Confidentialité

Votre rapport et vos conclusions, ainsi que la demande de services et les renseignements qui vous ont été fournis par la SCHL et/ou "Nom de la firme en inspection" doivent demeurer strictement confidentiels. La personne ou l'entreprise responsable de l'inspection ne peut divulguer ces renseignements confidentiels et exclusifs qu'à la SCHL, à et aux dirigeants, employés et représentants de votre entreprise qui doivent "Nom de la firme en inspection". (qui les conservera et les transmettra à la SCHL) en prendre connaissance aux fins de la prestation des services à la SCHL, à condition que lesdits dirigeants, employés et représentants soient avisés de la nature confidentielle des renseignements et qu'ils acceptent d'être liés par les modalités de la présente clause de confidentialité. Aucune autre divulgation n'est permise, sous réserve des exigences de la loi.

I ACCEPT AND AGREE THAT THIS FORM, ONCE COMPLETED AND SIGNED BY ME PHYSICALLY/ELECTRONICALLY WILL BE A BINDING WRITTEN REPRESENTATION
Je, la personne ou l'entreprise responsable de l'inspection du bâtiment susmentionné, conviens qu'une fois signé, de ma main ou électroniquement, le présent formulaire devient une déclaration écrite exécutoire.

Inspected by / inspecté par:

Signature	Designation / Désignation	Date Signed / Date de signature

Reviewed by (if applicable) / révisé par (si applicable):

Signature	Designation / Désignation	Date Signed / Date de signature

ADDENDA - PHOTOS DE LA PROPRIÉTÉ

N° de référence de la firme _____

N° de commande _____

Client: SCHL _____

Adresse: _____ Ville: _____ Province: Québec _____ Code postal: _____

**PROGRESS ADVANCE REPORT FOR RENOVATIONS- HOMEOWNERSHIP LOAN
RAPPORT SUR LES AVANCES ÉCHELONNÉES POUR RÉNOVATIONS - PRÊT POUR PROPRIÉTAIRE-OCCUPANT**

Order Number / Numéro de commande		CMHC Account Number / Numéro de référence SCHL	
Property Address / Adresse de la propriété		Advance Number / Nombre d'avances	
Unit Number / App.	Street Number / Numéro civique	Date of Report /Date du rapport	
Street Name / Rue		Inspector Firm / Entreprise d'inspecteurs	
Street Type / Type de rue	Street Direction / Direction	Name / Nom	
Municipality / Municipalité		Inspector / Inspecteur	
Province Québec	Postal Code / Code Postal	First Name / Prénom	Last Name / Nom
Legal Description / Désignation cadastrale		Area Code / Ind. rég.	Phone Num. / Num. de téléphone Extension / Poste

For Renovations or Manufactured Home without Foundation: Please document inspection components Pour rénovations ou maison usinée sans fondation: Veuillez documenter les éléments de l'inspection	Inspectors Estimate of Completion / Estimation de l'achèvement par l'évaluateur %	Weighting / Pondération %	Percentage Complete / Pourcentage d'achèvement %
Total Percentage Complete / Pourcentage total d'achèvement			

Comments / Observations

**PROGRESS ADVANCE REPORT FOR RENOVATIONS- HOMEOWNERSHIP LOAN
RAPPORT SUR LES AVANCES ÉCHELONNÉES POUR RÉNOVATIONS - PRÊT POUR PROPRIÉTAIRE-OCCUPANT**

By accepting to provide the inspection services requested in respect to the above-referenced property and in consideration of the fees/paid to you, you agree to the following:

1. Communications with the property owner(s), builder, contractors, and other third parties.

If asked for your findings or about providing a copy of your notes or your loan progress advance inspection report, the inspecting person/company is to decline and explain that the information provided in the report is for the sole use of Canada Mortgage and Housing (CMHC). You can also explain that the inspection is of a non-invasive nature and that the inspection and advancing of a loan amount thereafter is not to be relied upon by the property owner(s) or any other party as evidencing actual completion of any stage of construction or compliance with Provincial/territorial construction liens law or any building or property laws standards or codes. It remains the property owner(s) responsibility to determine the condition of the property and any construction, the price are willing to pay and the amount they are willing to borrow. For your protection and ours, you are not to make the property owner(s) or contractor(s) any representation as to present or future condition or value of the property, or that the property is in conformance with any building or property standards or codes and nothing in the report shall be construed as such.

2. Confidentiality

You are to keep your report and findings and the request for services and information conveyed to your from "Name of Inspection Firm". and/or CMHC in the strictest confidence. You will only disclose this confidential and proprietary information to CMHC (which will own it), to "Name of Inspection Firm". (which will store it and convey it to CMHC) and those of your business' officers, employees or agents to whom disclosure is necessary for the purposes of performing the services for CMHC, provided that such officers, employees and agents are informed of confidential nature of the information and have agreed to be bound by the terms of this confidentiality. No other disclosures are permitted, except where compelled by law.

En acceptant de fournir les services d'inspection demandés à l'égard du bâtiment susmentionné, et en contrepartie des honoraires qui vous sont versés, vous acceptez les conditions suivantes:

1. Communications avec le propriétaire, le constructeur, les entrepreneurs et les tiers.

Si l'on vous demande de divulguer vos conclusions ou de fournir une copie de vos notes ou de votre rapport d'inspection pour avances échelonnées, la personne ou l'entreprise responsable de l'inspection doit refuser de le faire et expliquer que l'information contenue dans le rapport est réservée à l'usage exclusif de la Société canadienne d'hypothèques et de logement (SCHL). La personne ou l'entreprise responsable de l'inspection peut également expliquer que l'inspection n'est pas de nature intrusive, et que le propriétaire ou toute autre personne ne peut se fonder sur l'inspection et sur le versement éventuel du prêt comme preuve de l'achèvement réel d'une étape de la construction ni de la conformité à toute loi provinciale ou territoriale sur les privilèges du constructeur ni à toute loi en matière de propriété ou encore toutes normes ou tout code en matière de bâtiment. Le propriétaire a la responsabilité de déterminer l'état de la propriété et des travaux de construction, le prix qu'il est disposé à payer ainsi que le montant qu'il désire emprunter. Pour la protection de l'évaluateur/inspecteur et pour celle de la SCHL, la personne ou l'entreprise responsable de l'inspection ne peut faire aucune déclaration aux propriétaires ni aux entrepreneurs quant à la valeur ou à l'état actuel ou futur de la propriété, ni faire aucune déclaration quant à la conformité de celle-ci à toutes normes ou à tout code en matière de bâtiment, et le rapport ne peut aucunement être interprété comme comprenant de telles déclarations.

2. Confidentialité

Votre rapport et vos conclusions, ainsi que la demande de services et les renseignements qui vous ont été fournis par la SCHL et/ou « Nom du firme d'inspection ». doivent demeurer strictement confidentiels. La personne ou l'entreprise responsable de l'inspection ne peut divulguer ces renseignements confidentiels et exclusifs qu'à la SCHL, à « Nom du firme d'inspection » (qui les conservera et les transmettra à la SCHL) et aux dirigeants, employés et représentants de votre entreprise qui doivent en prendre connaissance aux fins de la prestation des services à la SCHL, à condition que lesdits dirigeants, employés et représentants soient avisés de la nature confidentielle des renseignements et qu'ils acceptent d'être liés par les modalités de la présente clause de confidentialité. Aucune autre divulgation n'est permise, sous réserve des exigences de la loi.

I ACCEPT AND AGREE THAT THIS FORM, ONCE COMPLETED AND SIGNED BY ME PHYSICALLY/ELECTRONICALLY WILL BE A BINDING WRITTEN REPRESENTATION
Je, la personne ou l'entreprise responsable de l'inspection du bâtiment susmentionné, conviens qu'une fois signé, de ma main ou électroniquement, le présent formulaire devient une déclaration écrite exécutoire.

Inspected by / inspecté par:

Signature	Designation / Désignation	Date Signed / Date de signature

Reviewed by (if applicable) / révisé par (si applicable):

Signature	Designation / Désignation	Date Signed / Date de signature