



REQUEST FOR PROPOSAL

FOR

*Strasburg Court, Kitchener, Supplemental Phase 1 & 2 ESAs, Risk Assessment, and
Filing the Record of Site Condition*

Date issued: *March 7th, 2014*

Solicitation File # : **201400289**

Contracting Authority: *CMHC*

Solicitation Closes: *March 28th, 2014*

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for Real Estate and Default Management

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Canada



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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about CMHC and this Request for Proposal.

1.2 Introduction and Scope

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of completing Supplemental Phase 1 & 2 ESAs, Risk Assessment, and Filing the Record of Site Condition.

The value of this service is expected to range from \$70,000.00 to \$113,000.00 CDN, including all applicable taxes.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal.

More detailed specifications can be found in Section 3, “Statement of Work”.

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Employment and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jason Kenney.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead proponent, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC in terms of price.

1.4.1 All Non-Research Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Centres throughout Canada.

The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148. Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Date	Activities
March 7, 2014	Request for Proposal issued
March 19, 2014	Site visit available
March 21, 2014	Deadline for submission of questions
March 28, 2014	Submission Deadline
March, 2014	Evaluation and Selection of lead proponent
April, 2014	Finalize contract with lead proponent
April, 2014	Contract award and Announcement of successful proponent

1.6 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 4 Proposal Requirements
- Section 6 Proposed Contract, and
- Appendix A The Certificate of Submission.

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

1.7 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

The Contracting Authority may authorize preferential pricing of up to ten percent for the purchase of more environmentally sound commodities.

The evaluation methodology in section 5 fully describes any environmental preferences associated with this procurement.

1.8 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Proponents may submit comments labelled as *Proponent Feedback RFP 201400289* to the name and address provided in Section 2.4.

As CMHC does not wish to be perceived as influenced by such feedback in the award decision, proponents are requested to submit their feedback after the contract award has been announced.

Any proponent who notes a material flaw in the RFP that could affect the outcome should report it as specified in Section 2.4

1.9 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the proponent about CMHC's procedures and rules pertaining to this RFP process.

Proponents are advised that CMHC has provided as Appendix C a Mandatory Compliance Checklist for your benefit to complete prior to submission. This is to assist you in ensuring that you comply with all Mandatory criteria as non-compliance will result in disqualification.

2.2 Certificate of Submission Mandatory

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent. Refer to Section 1.6 Mandatory Requirements.

Proponents must submit a signed Certificate of Submission as part of their proposal. Should a proponent not include the signed Certificate of Submission the proponent will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. Proposals may be submitted in English or in French.

Number of copies

One (1) signed original and 3 copies of the complete proposal are to be submitted.

Method of Sending

Proposals sent by facsimile machine or e-mail will not be accepted.

Packaging and Address

Proposals, including all supporting documentation, are to be sealed. The outermost packaging of the proposal, including any courier or delivery packaging, must indicate all of the following information and be addressed exactly as follows:

Canada Mortgage and Housing Corporation
100 Sheppard Avenue East, Suite 300
Toronto, Ontario M2N 6Z1

Attention: Larry Doraty

PROPOSAL CALL:

Solicitation # P-201400289

Strasburg Court, Kitchener, Supplemental Phase 1 & 2 ESAs, Risk Assessment, and Filing the Record of Site Condition

Proposals arriving late will be automatically rejected and returned, unopened, to the proponent.

Submission Deadline

Mandatory

Your proposal must be **received** at the exact location as specified above on or before the submission deadline set as:

2:00 p.m. EDT, on March 28, 2014

Proposals arriving late will be automatically rejected, and the sender will be so notified by e-mail.

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail or facsimile to the following:

Heather Forsyth, Advisor, Procurement

Contact fax number: (613) 748-2998

E-mail: hforsyth@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

All written questions submitted, which in the opinion of CMHC affect all proponents, will be answered by CMHC in writing and distributed to all proponents by facsimile, e-mail or GETS. All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to each proponent to whom CMHC has issued this RFP by facsimile, e-mail or GETS.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A proponent will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all proponents for this purpose.

2.6 Proponent Contact

2.13 Ownership of Responses

All responses and related materials become the property of CMHC and will not be returned. CMHC will not reimburse the proponent for any work related to, or materials supplied in the preparation of the RFP response.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at **each item** or at the **top of each page**. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, 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.

2.14 Proprietary Information

Information contained in this RFP is to be considered "Proprietary Information" and the proponent is not to disclose this information to any party other than the proponent's employees or agents participating in the response to this RFP.

2.15 Corporation Identification

The proponent agrees not to make any use whatsoever of CMHC's name, logo or initials, including public advertisement, without the express written consent of CMHC.

2.16 Declaration re: Gratuities

In submitting its proposal, the proponent certifies that no representative for the proponent has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

2.17 Conflict of Interest

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of

termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

- (d) 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 (2006) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

- (a) prices as submitted in its proposal have been arrived at independently from those of any other proponent;
- (b) the prices as submitted have not been knowingly disclosed by the proponent, and will not knowingly be disclosed by the proponent prior to award, directly or indirectly, to any other proponent or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

2.19 Security Clearance

CMHC requires employees of the selected proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately 5 working days. If they are not security cleared, the proponent or its employees will require an escort by a CMHC employee while in CMHC premises and will not be granted access to CMHC information and systems.

2.20 Bid and Contract Security

The submission must be accompanied by bid security in the amount equal to ten per cent (10%) of the submission price in one of the following forms:

- (a) surety (bid) bond, or
- (b) a certified cheque drawn on a bank to which the Bank Act or Quebec savings Banks Act applies
- (c) Bearer or negotiable bonds issued or guaranteed by the Government of Canada
- (d) irrevocable letter of credit, or
- (e) money order or bank draft.

Any bond submitted with this proposal must be obtained from the list of Treasury Board approved bonding companies. This list is located at the following Web site:

<http://publiservice.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol_1_e.html>

Immediately following advice of award, the successful proponent must provide contract security by replacing or supplementing the bid security to provide:

(a)

- a labour and material payment bond, and
 - a performance bond,
- each in the amount of fifty per cent (50%) of the contract price,

or

(b)

- a labour and material payment bond in the amount of fifty per cent (50%) of the contract price, and
- the security outlined in either (b), (c), (d) or (e) of the first paragraph,

or

(c) the security outlined in either (b), (c), (d) or (e) of the first paragraph, converted to contract security plus an additional amount equal to ten per cent (10%) of the contract price in the negotiable bonds.

Certified cheques provided as contract security shall be cashed and deposited in a trust account and will be returned to the contractor once the contract has been properly executed or expires. Interest accumulated in the trust account shall be returned to the contractor, as per CMHC policy.

2.21 Shortlist

The evaluation procedure may include a shortlist based on the stated criteria. The shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders who are shortlisted.

2.22 Proponents' Conference Not applicable

2.23 Proponents' Site Visit Optional

The proponent has the opportunity to visit the site and examine the scope of the work required and the existing conditions.

Arrangements have been made for a tour of the work site. The site visit will be held on *March 19, 2014 at 10:30 AM*. The site is located at *400-440 Strasburg Road, Kitchener*. If attending, the proponent must send confirmation of attendance, including the name(s) of the person(s) who will be attending, via email or fax to the inquiry person provided in Section 2.4 not later than 5:00pm, March 17, 2014.

2.24 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed participation and responsibilities of each company in the joint venture, and must provide a description of the proposed joint venture business arrangement which would be entered into by all parties upon

receipt of a contract. The description must list the companies involved, indicate how long the business arrangement has been in existence, indicate the service(s) each respective party would be providing and describe the proposed participation and responsibility of each party.

The proponent shall designate one of the partners as the contact person through whom any communication between the proponent and CMHC will be channelled during the RFP process.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating company. Refer to Section 2.2.

2.25 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

2.26 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Contract, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, any subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Contractor acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times.

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those person who have a need to know this information in order to perform the Work under the Contract.

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person

including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective proponent with the information necessary to develop a competitive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied.

Note: The Statement of Work was compiled by an external professional engineering consultant who may to bid on this contract.

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Work are clearly identified in Section 4 - Proposal Requirement.

The Mandatory Compliance Checklist is located at Appendix C (7.3).

3.3 Statement of Work

The scope of work for this RFP is to re-do the risk assessment for submission to the MOE and file a Record of Site Condition for the Site. Included in the scope of work is completion of the necessary supporting reports (i.e. updated Phase One and Phase Two ESAs) required for RSC submission.

The proponent shall inform himself of all necessary facts to achieve the project goal, i.e. obtain a Record of Site Condition. For the purposes of obtaining comparable proposals and bids, a preliminary scope of work has been developed and proponents are to base their proposals and bids on the suggested scope. The proponent may propose alternatives to the suggested scope of work, but any alternatives must be provided as options, i.e. in addition to the proposal and bid on the mandatory scope outlined below.

The recommended approach is to continue with the existing risk assessment (i.e. re-submit the risk assessment) while updating the Phase One and Phase Two ESA's for the Site. Specifically, the scope of work will need to include the following tasks:

- Complete an O.Reg. 153/04 compliant Phase One ESA;
- Payment Draw #1 – See Section 3.6
- Complete an O.Reg. 153/04 compliant Phase Two ESA;
- Payment Draw #2 – See Section 3.7
- Review the existing risk assessment, prepare a revised risk assessment (taking into account the updated Phase One and Two ESAs), prepare responses to the MOE's comments, and re-submit the revised risk assessment to the MOE which will include a revised risk management plan;
- Payment Draw #3 – See Section 3.8

- Following approval of the risk assessment, liaise with CMHC and the MOE to finalize the CPU for the Site;
- Payment Draw #4 – See Section 3.10
- Obtain all documents necessary for filing a RSC (plan of survey, lawyers letter, status certificates etc);
- File a RSC for the Site.
- Payment Draw # 5 – See Sections 3.11 & 3.12

Approximate Timeframe

- Complete an O.Reg. 153/04 compliant Phase One ESA – 1 month
- Complete an O.Reg. 153/04 compliant Phase Two ESA –1 month
- Review the existing risk assessment, prepare a revised risk assessment (taking into account the updated Phase One and Two ESAs), prepare responses to the MOE’s comments, and re-submit the revised risk assessment to the MOE which will include a revised risk management plan – 1month
- Following approval of the risk assessment, liaise with CMHC and the MOE to finalize the CPU for the Site – 6 months
- Obtain all documents necessary for filing a RSC (plan of survey, lawyers letter, status certificates etc);
- File a RSC for the Site. – 1 month

3.4 Site Background

The Site is located at 400 – 440 Strasburg Road in Kitchener, Ontario. The Site is currently zoned for residential use. The Site is owned by the CMHC and is currently a residential townhouse complex. The Site is made up of 14 buildings containing 81 residential units, two sheds, landscaped areas and tenant and visitor parking areas on approximately 4 acres of land. The Site buildings were built in 1975 and feature two-storey two bedroom and three bedroom units with basements. Surrounding land uses include:

- North: Bank of Montreal, Tim Horton’s, Sunoco Gas Station;
- Northeast: Petro Canada Gas Station and automotive service centre;
- East: Residential homes;
- Southeast: Residential homes;
- South: Residential homes;
- Southwest: McLennan Park (former landfill);
- West and northwest: McLennan Park (former landfill);

Due to the presence of a former landfill adjacent to the Site, a methane collection system is present underneath the building foundations.

The applicable SCS at the Site are the Table 2 SCS for residential/parkland/institutional land use. However, due to the presence of shallow ground water, the risk assessment will need to be completed using the Table 6 SCS for residential land use.

Previous environmental investigations completed at the Site have identified soils exceeding the Table 6 SCS for series of PAHs (in total, 9 compounds), PHCs F1 to F4, several chlorinated and bromated VOCs (1,1,1,2-tetrachloroethane, 1,1,2,2-tetrachloroethane, 1,1,2-trichloroethane, TCE, vinyl chloride, ethylene dibromide) and zinc. Delineation has not been achieved for any parameters in soil. Note that issues with the chlorinated and bromated VOCs is a detection limit issue, i.e. they were not detected, but the laboratory's detection limit exceeded the applicable SCS.

Soils comply with pesticides and PCBs. Soils also comply with electrical conductivity (EC), but there are only two samples and they are closely spaced and from a location at the western boundary. There is no Sodium Adsorption Ratio (SAR) data. This lack of EC/SAR data is a data gap.

Groundwater exceeds the Table 6 SCS for a series of PAHs (in total, 6 compounds), PHC F2, benzene, 1,4-dichlorobenzene, 1,4-dioxane, cobalt and chloride. In addition, the detection limits for several chlorinated and bromated VOCs exceeded the Table 6 SCS. Delineation has not been achieved for most parameters in ground water. No vertical delineation of ground water impacts was completed.

An existing risk assessment for the Site was submitted (2nd re-submission, i.e. total 3 submissions) to the MOE in November, 2012. The risk assessment was initiated under the previous Ontario Regulation (O. Reg.) 153/04 prior to the O. Reg. 511/09 amendments in July, 2011. The RA was submitted under a Transition Notice. The Transition Notice allowed for a Record of Site Condition (RSC) to be filed by applying the former 2004 Soil, Groundwater and Sediment Standards up until December 31, 2012. The Transition Notice has since expired and the risk assessment needs to be updated to meet the current requirements of O.Reg. 153/04 (as amended).

3.5 Report Review

The successful proponent will review the following documents:

- DST Consulting Engineers, Phase I Environmental Site Assessment, 400 – 440 Strasburg Road, Kitchener, Ontario. January 2010.
- DST Consulting Engineers, Phase II Environmental Site Assessment, 400 – 440 Strasburg Road, Kitchener Ontario. January 2010.
- NovaTox. Risk Assessment for 400-440 Strasburg Road, Kitchener Ontario. December 2010.
- DST Consulting Engineers, Additional Soil and Groundwater Investigation, 400 – 440 Strasburg Road, Kitchener, Ontario. February 2011.
- NovaTox. Risk Assessment for 400-440 Strasburg Road, Kitchener Ontario. Revised July 2011.
- DST Consulting Engineers, Horizontal and Vertical Delineation Assessment, 400 – 440 Strasburg Road, Kitchener, Ontario. October 2012.
- NovaTox. Risk Assessment for 400-440 Strasburg Road, Kitchener Ontario. Revised November 2012.

The responsible QP-ESA will confer with the responsible QP-RA to determine all data gaps and to design the Phase One and Phase Two work program to address all such data gaps for the

purposes of completing a risk assessment under O.Reg. 153/04 (as amended) and to file a RSC for the Site.

3.6 Phase One ESA

The proponent will be required to complete an updated Phase One ESA compliant with O.Reg. 153/04 (as amended) for the Site. The Phase One ESA is to include all of the standard components of a Phase One ESA which include, but are not limited to, a records review, site visit and interview program as required by O.Reg. 153/04 (as amended). A previous Phase 1 ESA has been completed however it does not meet the requirements of O.Reg. 153/04 (as amended) and will need to be re-done. For the purposes of costing the phase one ESA, assume that all records will need to be re-ordered.

The successful proponent will be required to prepare a Phase One ESA report that meets the requirements of O.Reg. 153/04 (as amended) and contains all the mandatory headings in Table 1 of Schedule D, and also includes all the mandatory appendices to a Phase One ESA Report as required by O.Reg. 153/04.

As required by O.Reg. 153/04, the work must be conducted under the supervision of a QP-ESA who will sign off on the Phase One ESA report.

Upon completion and acceptance of the Phase One ESA – Payment Draw #1

3.7 Phase Two ESA

The successful proponent will be required to complete a Phase Two ESA that meets all of the requirements of O.Reg. 153/04 (as amended). The historical soil and ground water data can be used as part of the updated Phase Two, however there are a number of data gaps that are present in previous investigations that will need to be addressed in order to make the Phase Two ESA compliant with O.Reg. 153/04 (as amended).

It is understood that there are 10 existing monitoring wells on the Site that are accessible for sampling.

Based on the existing soil and ground water data, the following scope of work for the Phase Two ESA is recommended, as a minimum, but is not limited to the following tasks:

- Drilling of 10 shallow boreholes (6 m depth) and collection of soil samples from each borehole.
- Drilling of 4 deep boreholes (12 m depth) and collection of soil samples from the deeper boreholes. Each of the four deep boreholes will be completed as a monitoring well.
- Development of the four new monitoring wells.
- One round of ground water sampling including re-sampling of the 4 new (deep) monitoring wells and the 10 existing monitoring wells (total of 14 monitoring wells sampled [include costs of additional QA/QC samples]).
- Submission of soil and ground water samples to a CALA or SCC accredited analytical laboratory.
- Elevation surveying of new monitoring wells relative to the same benchmark as existing monitoring wells.
- Water level monitoring in new and existing ground water monitoring wells to determine ground water flow directions.

- Hydraulic conductivity testing.
- Completion of a draft Phase Two ESA report.
- Address comments on the draft Phase Two ESA and completion of a final Phase Two ESA report.

A suggested lab analysis program, not including QA/QC samples, is as follows:

- Soil:
 - 5 x grain size (including sieve and hydrometer);
 - 2 x PHCs/BTEX;
 - 10 x PAHs;
 - 12 x VOCs;
 - 10 x metals (incl. pH, EC, SAR)
- Groundwater:
 - 14 x PAHs/BTEX, PAHs, VOCs, metals & inorganics

Proponents should also include costs for any additional fraction organic carbon (foc) and grain size analysis necessary for the purposes of the risk assessment.

The successful proponent will be required to prepare a Phase Two ESA report that meets the requirements of O.Reg 153/04 (as amended) and contains all the mandatory headings in Table 1 of Schedule E, and also includes all the mandatory appendices to a Phase Two ESA Report as required by O.Reg 153/04.

As required by O.Reg. 153/04, the work must be conducted under the supervision of a QP-ESA who will sign off on the Phase Two ESA report.

Upon completion and acceptance of the Phase Two ESA – Payment Draw #2

3.8 Pre-submission form, risk assessment and risk management plan

Following the completion of the supplemental Phase Two ESA, the proponent will be required to complete a revised Tier 3 Risk Assessment for the Site. Based on recent communication with the MOE, the risk assessment will need to be completed as a Tier 3 risk assessment as the existing methane management system will need to be included as a Risk Management Measure in order to control vapour intrusion for contaminants other than methane. The risk assessment submission must include all the required documentation as required by O.Reg. 153/04. The revised risk assessment must incorporate the existing soil and ground water data as well as the data collected as part of the updated Phase Two ESA.

The risk assessment will require a risk management plan (RMP). Based on the existing soil and ground water data available for the Site, the anticipated RMMs include (to be independently confirmed by the QP-RA via the revised risk assessment):

- A vapour intrusion control system is required for on-site contaminants. Several VOCs exceeded indoor air pathway specific components in either soil or groundwater or both (benzene, xylenes, PHC F1 & F2, 1,4-dichlorobenzene). Existing buildings have a methane control system that may be used as or modified to function as vapour intrusion control systems, and any new building construction would have to be fitted with a vapour barrier and/or vapour control system.

- The previous RMP stipulated a RMM that precluded the construction of any new buildings. This RMM is not acceptable and alternative RMMs must be developed to block the offending risk pathway and to achieve the required risk mitigation.
- A surface cap is required. The cap can be existing building foundations and slabs, pavement, or soil that is compliant with the applicable SCS (i.e. clean soil).
- A soil and ground water management plan is required. The ground water and deep soils exceed applicable SCS for several contaminants, and it must be ensured that these media are not brought to surface.
- A potable water well restriction is required as several PAHs, benzene, 1,4-dioxane, cobalt, 1,4-dichlorobenzene exceed the drinking water component concentrations.
- There are no requirements for Personal Protective Equipment for on-site construction workers. However, this requires re-evaluation in the risk assessment.
- Upon completion and acceptance of the pre-submission form, risk assessment and risk management plan – Payment Draw #3

3.9 Response to MOE Comments

The successful proponent will be required to respond to the MOE comments, liaise with the MOE as necessary and re-submit the risk assessment to the MOE as required to address the MOE comments. The proponent must take into account that RAs often require multiple submissions before they are approved by the MOE.

3.10 Certificate of Property Use (CPU)

The proponent will be required to liaise with CMHC and the MOE to prepare draft and final CPU wording. The proponents are advised that it will likely be necessary to provide a survey of where the RMMs are required (cap, vapour intrusion control).

Upon completion and acceptance of the CPU – Payment Draw #4

3.11 Obtain RSC documentation

The proponent will be required to obtain all documentation necessary for filing a Record of Site Condition with the MOE. Documents that the proponent will need to obtain will include, but will not be limited to:

- A plan of survey for the RA property;
- A lawyers letter confirming legal description, Site address, property identifier number (PIN), assessment roll numbers and property owners after reviewing a plan of survey for the property;
- Any other documentation that may be required (e.g. status certificates).

3.12 RSC filing/Acceptance

The proponent will be required to file a record of site condition for the RA property through the Environmental Registry.

Upon completion and acceptance of the RSC filing – Payment Draw #5

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

Proposal responses are to be organized and submitted in accordance with the instructions in this section. Responses should be organized into the following Response Item sections.

Response Item

#	Item
4.3	Covering Letter
4.4	Table of Contents
4.5	Executive Summary
4.6	Proponent's Qualifications
4.7	Response to Statement of Work
4.8	Project Management Plan
4.9	Financial Information
4.10	Other Information
4.11	Pricing Proposal

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements.

4.3 Covering Letter

A covering letter on the proponent's letterhead shall be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

The proponent shall include a table of contents using the response item headings and numbering system identified in this section of the RFP. The response should be paginated for easy referencing by the evaluation committee.

4.5 Executive Summary

The proponent's proposal should include an executive summary highlighting the following:

- (a) A summary of the proponent's proposal, including key features of the proposal, features that make the proposal superior, innovations or cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet the need of CMHC.

4.6 Proponent's Qualifications

Mandatory

The proponent's proposal should include information about the proponent's qualifications as follows:

- (a) A description of the firm, its age, organization, number of full-time employees and service specialization.
- (b) Resumés for all project personnel, including subcontractors, if any.
- (c) References: A list of all contracts of a similar size and scope which the proponent currently holds or has held over the past 24 months. For each contract, the following information: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (d) Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.7 Response to Statement of Work

Mandatory

In this section, the proponent should provide detailed information relative to the specifications listed in Section 3, The Statement of Work.

4.8 Project Management Plan

Mandatory

The proponent shall describe its project management plan including;

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponent shall describe and explain
 - its interface points with CMHC
 - all interface mechanisms, and
 - how interface issues and difficulties will be resolved.

4.9 Financial Information**Mandatory****4.9.1 Credit Check**

Sole proprietorships and partnerships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required.

4.9.2 Financial Capacity

CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Should the proponent be selected as the lead proponent following the RFP evaluation process, CMHC will request the necessary financial statements to confirm the financial capacity of the proponent. At that time, the Lead Proponent(s) must provide to CMHC the following information, as appropriate upon 72 hours of CMHC's request:

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

1. Auditor's Report (or Review Engagement Report),
2. Balance Sheet,
3. Income Statement,
4. Cash Flow Statement,
5. The Notes to the Financial Statements, and

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for partnerships or corporations. For partnerships of individuals (as opposed to partnerships of corporations), each individual must provide written permission for CMHC to perform a credit check on them as individuals.

4.10 Other

The Proponent may provide other relevant information here, but is not obligated to.

4.11 Pricing Proposal

Mandatory

The proponent must provide a response relative to the pricing of its proposed solution.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

The GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor and will be paid by CMHC.

The proponent must submit a fixed (firm) price. In addition, the proponent must submit pricing information that indicates how the fixed price was calculated, referencing the following:

- Complete an O.Reg. 153/04 compliant Phase One ESA;
- Pricing Information #1 – See Section 3.6
- Complete an O.Reg. 153/04 compliant Phase Two ESA;
- Pricing Information #2 – See Section 3.7
- Review the existing risk assessment, prepare a revised risk assessment (taking into account the updated Phase One and Two ESAs), prepare responses to the MOE's comments, and re-submit the revised risk assessment to the MOE which will include a revised risk management plan;
- Pricing Information #3 – See Section 3.8
- Following approval of the risk assessment, liaise with CMHC and the MOE to finalize the CPU for the Site;
- Pricing Information #4 – See Section 3.10
- Obtain all documents necessary for filing a RSC (plan of survey, lawyers letter, status certificates etc);
- File a RSC for the Site.
- Pricing Information # 5 – See Sections 3.11 & 3.12
- Total Price including HST

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead proponent and finalize and sign a contract.

The lowest cost or any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all proponents. Therefore, no proponent shall have any cause of action against CMHC arising out of a failure to award a contract, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.2 Limitation of Damages

The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" lists all the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B". Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

Each compliant proposal that pass all mandatory criteria shall then be evaluated using the Evaluation Criteria table located in Appendix B.

5.5 Financial Evaluation

CMHC will carry out a credit check and/or a financial capacity on the lead proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent may not enter into contract discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent as per Section 4.9 of this RFP.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the lead proponent's proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6

Attached in Section 6.3 is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.

For the purposes of this section the term "Contractor" refers to the successful proponent with whom CMHC enters into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.3 that are labelled mandatory must be accepted by the proponent without alteration.

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

PROPOSED CONTRACT

CMHC FILE No. _____

THIS AGREEMENT made this ____ day of _____, _____.

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7

(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")

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

Article 1.0 - The Work

1.1 The Contractor covenants and agrees to provide _____

1.2 All CMHC office sites are to be serviced. A complete list is provided in the RFP and shall form part of this Agreement.

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of ____ (months / years) commencing on _____ and ending on _____.

2.2 Notwithstanding article 2.1 above, CMHC shall conduct on an annual basis, an assessment of the Contractor's work performed for the past year and based on this assessment, at no less than sixty (60) days prior to each year's anniversary date of signing the agreement, CMHC will advise the Contractor in writing of their decision to continue or terminate the Agreement.

Article 3.0 - Financial

3.1 In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Notwithstanding this however, CMHC's total financial liability under the terms and conditions of the agreement shall not exceed \$ _____ for the first year of the contract. Proponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for one year from contract award. Price increases may be negotiated for each successive renewal term.

3.2 The amount payable to the Contractor by CMHC pursuant to article 3.1 is exclusive of all taxes, assessments, duties or other levies that may be payable under this Contract to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Contractor in addition to the amount payable pursuant to article 3.1 unless specifically agreed to between the Contractor and CMHC.

3.3 Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the consideration due and shown as a separate item on an invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Contract. The Contractor shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Contractor from CMHC pursuant to this Contract.

Contracting party to choose version I or version II when contracting for services with a non-resident of Canada.

Version I

Any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

Version II

Notwithstanding article 3.2 above, any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall

- (i) make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency; and

(ii) record as a credit note the additional amounts to the Contractor so that the net amount received by the Contractor after such withholdings will not be less than the amount the Contractor would have received had such withholding taxes not been withheld.

3.4 Invoicing - The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the service or delivery of the goods.

3.5 Audit - The Contractor shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any renewals thereof. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein

The Contractor agrees to provide the Corporation's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice, however the Corporation agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and not to break confidentiality.

3.6 All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number** _____ and be forwarded to CMHC at the following address:

Canada Mortgage and Housing Corporation

Name _____

Title _____

Room _____

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate the contract for any reason with no penalty by giving thirty (30) days written notice, at any time during the contract period.

Upon termination of this Contract or upon delivery of notice of intent to terminate this Contract, the Contractor shall promptly review all work in progress and, if this Contract is terminated prior to the expiry of the term, the Contractor shall nevertheless complete or arrange for the completion of any and all work in process at the time of termination.

4.2 Contract Administrator

CMHC has assigned a contract administrator to oversee the contract (see article 5.1). The Contractor shall be expected to name a counterpart representative. The Contractor's representative will be responsible for providing scheduled status reports to the contract administrator or a designate.

4.3 Contract Renewal

This Contract may be renewed, at the sole discretion of CMHC, for additional one year periods, not to exceed a cumulative total of 2 years, including the initial term. At its discretion, CMHC shall within thirty (30) days prior to contract termination, advise the Contractor in writing of CMHC's wish to either extend or terminate the Agreement.

4.4 Assignment of the Contract

Mandatory

The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which consent may be withheld by CMHC for any reason. It is understood and agreed that the Contractor may engage other entities to assist the Contractor in providing any of the Services, provided that the Contractor shall at all times remain responsible for the provision and quality of the Services in a manner which fully recognizes and respects the confidential nature of the Services. The Contractor undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of CMHC. No assignment of the contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon CMHC.

4.5 Contractor's Indemnification

The Contractor agrees to indemnify CMHC, and its officers for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this agreement, provided such loss, damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of CMHC or its officers or employees, and whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor.

4.6 Liquidated Damages

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

4.7 Termination for Default of Contractor

Notwithstanding anything to the contrary in this document, CMHC may, by giving 10 days prior written notice to the Contractor, terminate this contract without charge with respect to all or any part of the contract for any of the following reasons:

1. The Contractor commits a material breach of its duties under this contract, unless, in the case of such breach, the Contractor, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach and (b) indemnifies for any resulting damage or loss;

2. The Contractor commits numerous breaches of its duties under this contract that collectively constitutes a material breach;

3. A change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this contract;

4. The Contractor commits fraud or gross misconduct; or

5. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the contract or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Contractor for the value of all finished work delivered and accepted by CMHC, such value to be determined in accordance with the rate (s) specified in the contract.

4.8 Procedures on Termination

Commencing six (6) months prior to expiration of this contract or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this contract, the Contractor shall provide to CMHC, the reasonable termination /expiration assistance requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

4.9 Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the agreement, or is in default in any other manner under the Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to this Contract, which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

4.10 Force Majeure

In the event that the Contractor 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 Contractor shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control.

The Contractor shall take all reasonable means to resume fulfillment of its obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

4.11 Compliance With Laws

The Contractor shall give all the notices and obtain all the licenses and permits required to perform the work. The Contractor shall comply with all the laws applicable to the work or the performance of the contract.

4.12 Provincial Laws Governing Agreement

This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Failure by either party to assert any of its rights under the agreement shall not be construed as a waiver thereof.

4.13 Independent Contractor

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

4.14 Contractor's Authority

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

4.15 Corporation Identification

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

4.16 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

4.17 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Contract, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Contractor acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control of all times.

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those person who have a need to know this information in order to perform the Work under the Contract.

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

4.18 Confidentiality

Mandatory

Proposals: Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, CMHC is subject to the provisions of the Access to Information Act ("the Act"). Information submitted by proponents or third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the Act.

Contracts: The Contractor agrees that all records and information obtained by the Contractor on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation or provincial law.

1. The Contractor or its servants or agents will treat as confidential during, as well as after completion of, the contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.

2. The Contractor shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the work, in a form prescribed by CMHC.

3. Any documents provided to the Contractor in the performance of the work described herein shall be returned, uncopied to CMHC or destroyed by the Contractor within 6 months of the termination of this contract. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

4.19 House of Commons

No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit arising there from.

4.20 Binding

This contract shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

4.21 Scope of Agreement

This contract contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out herein or attached as Specifications, Conditions and Addendum. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s)

will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

4.23 Conflict of Interest

Mandatory

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.
- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) 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 request for proposal.

4.24 Final Report

- (a) Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,
 - (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
 - (ii) policy recommendations and supporting materials (bibliographies, data, etc.) shall be attached as appendices or separate monographs; and
 - (iii) the report shall stipulate that the copyright remains with CMHC.
- (b) The Contractor will supply,
 - (i) the unbound original manuscript from which the copies of the final report were made, in a form suitable for reproduction (215 x 280 mm, preferred size);

- (ii) an executive summary of the main findings and recommendations of the final report;
- (iii) an abstract describing the contents of the final report and the nature of the study in a form suitable for distribution to interested members of the housing field;
- (iv) Six copies of the final report and of the executive summary, unless otherwise directed by CMHC;
- (v) a computer disk or other media which CMHC may prescribe, in accordance with CMHC's computer installation standards; and
- (vi) one copy of all material of which CMHC has ownership and publication rights in the form in which it was used by the author

4.25 Publication

(a) CMHC

- (i) is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
- (ii) has the right to edit or publish the final report, in part or in its entirety;
- (iii) shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
- (iv) may, at its discretion, delete references to the Contractor in the edited version of the final report.

(b) Where the Contractor wishes to publish the final report or its associated materials, the Contractor

- (i) must request written permission from CMHC to publish all or part of the final report;
- (ii) must request written permission from CMHC to use any materials, publications and reports associated with the final report;
- (iii) must acknowledge the assistance of CMHC and, if requested by CMHC must include the following disclaimer:

“This project was funded (or: partially funded) by Canada Mortgage and Housing Corporation (CMHC), but the views expressed are the personal views of the author(s) and CMHC accepts no responsibility for them”; and

- (iv) must clearly indicate on the published material that copyright remains with CMHC.

4.26 Approval of Work

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the work was performed to the satisfaction of CMHC. The method of approving the work done will be in writing through electronic courier, fax or traditional mail as described in Schedule A attached herein.

In the event the work is not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Contractor’s default, including, without limitation, the following:

- a) direct Contractor to redo the work or part of the section which was not completed to CMHC’s satisfaction;
- b) withhold payment due or accrued due to the Contractor for services rendered pursuant to this Contract;
- c) set off any expenses incurred by CMHC in remedying the default or failures of Contractor against payment for payment due or accrued due to the Contractor;
- d) terminate this Contract for default and /or seek indemnification from the Contractor for losses suffered by CMHC as a result of such default.

4.27 Ownership

(a) The quarterly reports and any other reports prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.

(b) Any and all other information relating to the Corporation and obtained by the Contractor during the course of execution of its duties under this Agreement shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

4.28 Insurance

a) The Contractor will provide and maintain Commercial General Liability insurance for a limit of \$2,000,000 per occurrence for bodily injury, or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest clause
- blanket contractual liability
- Canada Mortgage and Housing Corporation to be added as additional insured
- broad form completed operations (required if contractor is doing physical work, e.g. painting, welding, flooring, etc.)
- non-owned automobile
- employer's liability (or confirmation that all employees are covered by WSIB)
- contractor's liability to include operations of independent contractors (if not provided then each subcontractor must provide a Certificate of Insurance confirming that they have liability insurance as detailed in the RFP)
- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7

b) The Contractor will provide and maintain Professional Liability insurance for a limit of not less than \$5,000,000. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montreal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Contractors employees and Contractors contract employees (if applicable) as named insureds.

c) The Contractor will provide a Certificate of Insurance at least 5 days prior to the contract commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada. Upon receipt of the Certificate of Insurance CMHC reserves the right to request a Certified copy of the contractors policy for review.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

4.29 Access to CMHC Property

CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel in cases of emergencies. CMHC also will have the right at any time to remove from and/or refuse entry to the work site any incompetent or intemperate employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

4.30 Suspension of Work and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the work in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the work, the contract price shall be adjusted accordingly provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.31 Extras

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

4.32 Closure of CMHC Offices

(a) Where services are being provided by the Contractor pursuant to this Agreement on CMHC premises and the premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, and where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, payment to the contractor hereunder may be suspended or modified. Payment will be suspended in full after 48 hours written notice unless the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations. Based on such evidence and the extent to which the Contractor is able to mitigate, CMHC may continue payment in full (subject to clause (b) below), or at a reduced amount, or suspend payment completely.

(b) Notwithstanding clause (a) above, if closure is continued beyond one calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the services to continue.

Article 5.0 - Contract Administration

5.1 The Contractor shall be notified in writing by CMHC's contract administrator, of the names of CMHC representatives authorized, from time to time, to assign jobs and approve payments with respect to the work carried out under this contract.

5.2 Changes and/or additions to the terms and conditions of this contract shall be transmitted either by fax, e-mail or postal service to the party's authorized representative as follows:

for CMHC;

Canada Mortgage and Housing Corporation

**700 Montreal Road
Ottawa, Ontario K1A 0P7**

Phone: () _____ **Fax:** () _____
e-mail: _____

for Contractor; _____

Phone: () _____ **Fax:** () _____
E-mail: _____

Article 6.0 - Contract Documents

6.1 The Contract documents consist of the following:

- (a) This form of Agreement as executed _____;
- (b) CMHC's Request for Proposal dated _____;
- (c) The Contractor's submitted Proposal dated _____; and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 The contract documents are complementary and what is called for in any one shall be binding as if called for by all. The contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the contract documents shall have precedence among themselves in the order as listed above.

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

SCHEDULE "A"

TERMS OF REFERENCE

1. Statement of Work

Report Review

The successful proponent will review the following documents:

- DST Consulting Engineers, Phase I Environmental Site Assessment, 400 – 440 Strasburg Road, Kitchener, Ontario. January 2010.
- DST Consulting Engineers, Phase II Environmental Site Assessment, 400 – 440 Strasburg Road, Kitchener Ontario. January 2010.
- NovaTox. Risk Assessment for 400-440 Strasburg Road, Kitchener Ontario. December 2010.
- DST Consulting Engineers, Additional Soil and Groundwater Investigation, 400 – 440 Strasburg Road, Kitchener, Ontario. February 2011.
- NovaTox. Risk Assessment for 400-440 Strasburg Road, Kitchener Ontario. Revised July 2011.
- DST Consulting Engineers, Horizontal and Vertical Delineation Assessment, 400 – 440 Strasburg Road, Kitchener, Ontario. October 2012.
- NovaTox. Risk Assessment for 400-440 Strasburg Road, Kitchener Ontario. Revised November 2012.

The responsible QP-ESA will confer with the responsible QP-RA to determine all data gaps and to design the Phase One and Phase Two work program to address all such data gaps for the purposes of completing a risk assessment under O.Reg. 153/04 (as amended) and to file a RSC for the Site.

Phase One ESA

The proponent will be required to complete an updated Phase One ESA compliant with O.Reg. 153/04 (as amended) for the Site. The Phase One ESA is to include all of the standard components of a Phase One ESA which include, but are not limited to, a records review, site visit and interview program as required by O.Reg. 153/04 (as amended). A previous Phase 1 ESA has been completed however it does not meet the requirements of O.Reg 153/04 (as amended) and will need to be re-done. For the purposes of costing the phase one ESA, assume that all records will need to be re-ordered.

The successful proponent will be required to prepare a Phase One ESA report that meets the requirements of O.Reg 153/04 (as amended) and contains all the mandatory headings in Table 1 of Schedule D, and also includes all the mandatory appendices to a Phase One ESA Report as required by O.Reg 153/04.

As required by O.Reg. 153/04, the work must be conducted under the supervision of a QP-ESA who will sign off on the Phase One ESA report.

Upon completion and acceptance of the Phase One ESA – Payment Draw #1

Phase 2

Phase Two ESA

The successful proponent will be required to complete a Phase Two ESA that meets all of the requirements of O.Reg. 153/04 (as amended). The historical soil and ground water data can be used as part of the updated Phase Two, however there are a number of data gaps that are present in previous investigations that will need to be addressed in order to make the Phase Two ESA compliant with O.Reg. 153/04 (as amended).

It is understood that there are 10 existing monitoring wells on the Site that are accessible for sampling.

Based on the existing soil and ground water data, the following scope of work for the Phase Two ESA is recommended, as a minimum, but is not limited to the following tasks:

- Drilling of 10 shallow boreholes (6 m depth) and collection of soil samples from each borehole.
- Drilling of 4 deep boreholes (12 m depth) and collection of soil samples from the deeper boreholes. Each of the four deep boreholes will be completed as a monitoring well.
- Development of the four new monitoring wells.
- One round of ground water sampling including re-sampling of the 4 new (deep) monitoring wells and the 10 existing monitoring wells (total of 14 monitoring wells sampled [include costs of additional QA/QC samples]).
- Submission of soil and ground water samples to a CALA or SCC accredited analytical laboratory.
- Elevation surveying of new monitoring wells relative to the same benchmark as existing monitoring wells.
- Water level monitoring in new and existing ground water monitoring wells to determine ground water flow directions.
- Hydraulic conductivity testing.
- Completion of a draft Phase Two ESA report.
- Address comments on the draft Phase Two ESA and completion of a final Phase Two ESA report.

A suggested lab analysis program, not including QA/QC samples, is as follows:

- Soil:
 - 5 x grain size (including sieve and hydrometer);
 - 2 x PHCs/BTEX;
 - 10 x PAHs;
 - 12 x VOCs;
 - 10 x metals (incl. pH, EC, SAR)
- Groundwater:

-
- 14 x PAHs/BTEX, PAHs, VOCs, metals & inorganics

Proponents should also include costs for any additional fraction organic carbon (foc) and grain size analysis necessary for the purposes of the risk assessment.

The successful proponent will be required to prepare a Phase Two ESA report that meets the requirements of O.Reg 153/04 (as amended) and contains all the mandatory headings in Table 1 of Schedule E, and also includes all the mandatory appendices to a Phase Two ESA Report as required by O.Reg 153/04.

As required by O.Reg. 153/04, the work must be conducted under the supervision of a QP-ESA who will sign off on the Phase Two ESA report.

Upon completion and acceptance of the Phase Two ESA – Payment Draw #2

Phase 3

Pre-submission form, risk assessment and risk management plan

Following the completion of the supplemental Phase Two ESA, the proponent will be required to complete a revised Tier 3 Risk Assessment for the Site. Based on recent communication with the MOE, the risk assessment will need to be completed as a Tier 3 risk assessment as the existing methane management system will need to be included as a Risk Management Measure in order to control vapour intrusion for contaminants other than methane. The risk assessment submission must include all the required documentation as required by O.Reg. 153/04. The revised risk assessment must incorporate the existing soil and ground water data as well as the data collected as part of the updated Phase Two ESA.

The risk assessment will require a risk management plan (RMP). Based on the existing soil and ground water data available for the Site, the anticipated RMMs include (to be independently confirmed by the QP-RA via the revised risk assessment):

- A vapour intrusion control system is required for on-site contaminants. Several VOCs exceeded indoor air pathway specific components in either soil or groundwater or both (benzene, xylenes, PHC F1 & F2, 1,4-dichlorobenzene). Existing buildings have a methane control system that may be used as or modified to function as vapour intrusion control systems, and any new building construction would have to be fitted with a vapour barrier and/or vapour control system.
- The previous RMP stipulated a RMM that precluded the construction of any new buildings. This RMM is not acceptable and alternative RMMs must be developed to block the offending risk pathway and to achieve the required risk mitigation.
- A surface cap is required. The cap can be existing building foundations and slabs, pavement, or soil that is compliant with the applicable SCS (i.e. clean soil).
- A soil and ground water management plan is required. The ground water and deep soils exceed applicable SCS for several contaminants, and it must be ensured that these media are not brought to surface.
- A potable water well restriction is required as several PAHs, benzene, 1,4-dioxane, cobalt, 1,4-dichlorobenzene exceed the drinking water component concentrations.

- There are no requirements for Personal Protective Equipment for on-site construction workers. However, this requires re-evaluation in the risk assessment.
- Upon completion and acceptance of the pre-submission form, risk assessment and risk management plan – Payment Draw #3

Phase 4

Response to MOE Comments

The successful proponent will be required to respond to the MOE comments, liaise with the MOE as necessary and re-submit the risk assessment to the MOE as required to address the MOE comments. The proponent must take into account that RAs often require multiple submissions before they are approved by the MOE.

Certificate of Property Use (CPU)

The proponent will be required to liaise with CMHC and the MOE to prepare draft and final CPU wording. The proponents are advised that it will likely be necessary to provide a survey of where the RMMs are required (cap, vapour intrusion control).

Upon completion and acceptance of the CPU – Payment Draw #4

Phase 5

Obtain RSC documentation

The proponent will be required to obtain all documentation necessary for filing a Record of Site Condition with the MOE. Documents that the proponent will need to obtain will include, but will not be limited to:

- A plan of survey for the RA property;
- A lawyers letter confirming legal description, Site address, property identifier number (PIN), assessment roll numbers and property owners after reviewing a plan of survey for the property;
- Any other documentation that may be required (e.g. status certificates).

RSC filing/Acceptance

The proponent will be required to file a record of site condition for the RA property through the Environmental Registry.

Upon completion and acceptance of the RSC filing – Payment Draw #5

Project Management

The proponent shall describe its project management plan including;

- (c) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (d) Quality Control. The proponent shall describe its approach to quality control including:
- details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponent shall describe and explain
- its interface points with CMHC
 - all interface mechanisms, and
 - how interface issues and difficulties will be resolved.

Schedule of Tasks and Allocation of Staff by Phases

- Complete an O.Reg. 153/04 compliant Phase One ESA;
- Payment Draw #1 – See Section 3.6
- Complete an O.Reg. 153/04 compliant Phase Two ESA;
- Payment Draw #2 – See Section 3.7
- Review the existing risk assessment, prepare a revised risk assessment (taking into account the updated Phase One and Two ESAs), prepare responses to the MOE's comments, and re-submit the revised risk assessment to the MOE which will include a revised risk management plan;
- Payment Draw #3 – See Section 3.8
- Following approval of the risk assessment, liaise with CMHC and the MOE to finalize the CPU for the Site;
- Payment Draw #4 – See Section 3.10
- Obtain all documents necessary for filing a RSC (plan of survey, lawyers letter, status certificates etc);
- File a RSC for the Site.
- Payment Draw # 5 – See Sections 3.11 & 3.12
- **Approximate Timeframe**
- Complete an O.Reg. 153/04 compliant Phase One ESA – 1 month
- Complete an O.Reg. 153/04 compliant Phase Two ESA –1 month
- Review the existing risk assessment, prepare a revised risk assessment (taking into account the updated Phase One and Two ESAs), prepare responses to the MOE's comments, and re-submit the revised risk assessment to the MOE which will include a revised risk management plan – 1month
- Following approval of the risk assessment, liaise with CMHC and the MOE to finalize the CPU for the Site – 6 months

SCHEDULE "B"

MANNER OF PAYMENT

If the Contractor is not in breach of any of its (his, her) obligations under this contract, the Contractor will be paid in accordance with the following schedule:

1. Upon the contractor having completed **Phase 1 of the work as set out in Schedule "A"** and upon submission and acceptance to the full satisfaction of CMHC of the **Phase One ESA** by (date)
..... \$
2. Upon the contractor having completed **Phase 2 of the work as set out in Schedule "A"** and upon submission and acceptance to the full satisfaction of CMHC of the **Phase Two ESA** by (date)
..... \$
3. Upon the contractor having completed **Phase 3 of the work as set out in Schedule "A"** and upon submission and acceptance to the full satisfaction of CMHC of the Pre-Submission Form, Risk Assessment and Risk Management Plan by (date)
..... \$
4. Upon the contractor having completed **Phase 4 of the work as set out in Schedule "A"** and upon submission and acceptance to the full satisfaction of CMHC of the **Certificate of Property Use** by (date)
..... \$
5. Upon the contractor having completed **Phase 5 of the work as set out in Schedule "A"** and upon submission and acceptance to the full satisfaction of CMHC of **Record of Site Condition** by (date)
..... \$

7 SECTION 7 APPENDICES

APPENDIX A

MANDATORY

7.1 Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal for a period 90 as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIII. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XIV. 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 deemed appropriate;

Signed this ____ day of _____, 2014 at _____, Canada.

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

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B

7.2 Evaluation Table

MANDATORY CRITERIA –

The Mandatory Criteria are a PASS/FAIL. If any one of the mandatory criteria is not satisfied, the bid is disqualified.

- 1 The proposed QP-ESA, QP-RA, and P.Eng. are available and will be responsibility holders for the project
- 2 The proponent firm will agree to CMHC’s insurance requirements (professional liability insurance of \$5 million is in place and CMHC is named as additional insured etc) See Section 6, Article 4.28
- 3 The proponent firm has achieved MOE acceptance for at least one “Tier 3” RA since January 2013
- 4 The proponent firm has achieved MOE acceptance for at least three RAs since January 2013

EVALUATION CRITERIA		SCORE	
	Maximum Points	1-10	
<i>Criteria 1</i> Proposal demonstrates understanding of scope of work and technical requirements	20		
<i>Criteria 2</i> Proposed QP-ESA has demonstrated experience with Phase One and Two ESAs with metals, petroleum hydrocarbons, PAHs, and VOCs as (all contaminants are required to score points) as potential contaminants of concern and fully compliant with the amended Reg. 153/04	10		
<i>Criteria 3</i> Proposed QP-RA has demonstrated experience with RAs under Reg. 153/04	10		
<i>Criteria 4</i> Proposed QP-RA is also qualified as QP-ESA under Reg. 153/04	10		
<i>Criteria 5</i> Proposed P.Eng. has experience with risk management measures (RMMs) for vapour intrusion under Reg. 153/04	10		
<i>Criteria 6</i> Proposed Project Manager has experience in contaminated site assessment, risk assessment, or remediation	10		
<i>Criteria 7</i> Proponent has QP-ESAs on staff in-house (QP-ESA must have filed at least one RSC to qualify here)	10		
<i>Criteria 8</i> Proponent has QP-RAs on staff in-house (QP-RA must have achieved at least one accepted RA to qualify here)	10		
<i>Criteria 9</i> Proponent has P.Eng. licensed in Ontario on staff in-house (P.Eng. must specialize in contaminated sites remediation or management to qualify here)	10		
TOTALS	100		

APPENDIX C

7.3 Mandatory Compliance Checklist

- | | | |
|--------------------------|-------------------------------|------------------------------------|
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Proponent's Qualifications | Section 4.6 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> | Financial Information | Section 4.9 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.11 |
| <input type="checkbox"/> | Proposed Contract | Section 6 |
| <input type="checkbox"/> | 7.1 Certificate of Submission | (Section 7 Appendices, Appendix A) |