



REQUEST FOR SUPPLY ARRANGEMENT

FOR

Asset Management and Property Management Services

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

This section provides general information about Canada Mortgage and Housing Corporation (CMHC) and in particular about this Request For Supply Arrangement (RFSA).

The Request For Supply Arrangement (RFSA) is the first stage of a two stage procurement process. Within this Stage 1, the procurement framework for any subsequent contracts will be detailed and offerors will be evaluated against mandatory criteria and Supply Arrangements (SAs) will be issued to those offerors who substantially comply with the mandatory criteria. At Stage 2, contracts may be awarded as requirements become known, based on the framework and process defined herein.

It should be noted that a maximum of 20 successful SAs will be awarded to Property Management offerors.

1.2 Introduction and Scope

CMHC wishes to enter into Supply Arrangements (SAs) with a selection of vendors (hereinafter referred to as "offerors") for the purpose of providing asset management services and/or property management services. This RFSA identifies two streams of service –

- Stream 1: Asset Management Services and,
- Stream 2: Property Management Services.

Offerors may respond to one or more streams but must indicate clearly in their offers the stream(s) to which they are responding. The duration of these Supply Arrangements will be for one (1) year with the possibility of two (2) optional one (1) year renewals, not to exceed a cumulative total of three (3) years. The total dollar value of resulting contracts from this Supply Arrangement (SA) will not exceed \$150,000.00 per year.

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

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 Service Centers throughout Canada. The Business Service Areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories. Offerors may visit CMHC’s Web site at: <http://www.cmhc-schl.gc.ca/>

1.4 Purpose of Request for Supply Arrangement (RFSA)

CMHC will use this Request for Supply Arrangement (RFSA) to retain a source list of qualified offerors to provide the services outlined herein on an “as-and-when requested” basis. In a RFSA process, offers and offerors are qualified in terms of ability to satisfy the stated mandatory criteria, while also providing evidence of their ability to provide services identified and meet the evaluation criteria as shown in Appendix B1 and B2.

The existence of these Supply Arrangements (SAs) does not provide the selected offerors with any exclusive rights to the provision of services outlined herein. CMHC reserves the right to contract with other offerors to obtain these services if required.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFSA process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any Supply Arrangements (SAs) which may be entered into by CMHC and the selected offerors.

Date	Activities
July 16, 2014	Request for Supply Arrangement (SA) issued
August 5, 2014	Submission of questions deadline
August 12, 2014	Offer Submission deadline
September, 2014	Evaluation and selection of Supply Arrangement (SA) offeror(s)
September, 2014	Announcement of successful SA offeror(s)
September, 2014	Debriefing of unsuccessful SA offerors as requested

1.6 Terms and Conditions of Offer and Any Resulting Contract

The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this offer solicitation and any resulting contract, as though expressly set out herein, subject to any other express terms and conditions herein contained. Terms and conditions of contracts resulting from this SA will be determined at contract award in consultation with CMHC Legal Division.

1.7 RFSA Potential Service Providers

CMHC’s contracting and procurement activities are decentralized among CMHC’s National Office in Ottawa and various Business Service 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.

1.8 Income Tax Reporting Requirement

As CMHC will not be receiving invoices directly for these services (i.e. services paid for from property operating account) this section has been intentionally left blank.

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

2 SECTION 2 INSTRUCTIONS, TERMS AND CONDITIONS FOR SUBMITTING AN OFFER IN RESPONSE TO THIS REQUEST FOR SUPPLY ARRANGEMENT (RFSA)

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Offeror about CMHC's offer submission requirements pertaining to this RFSA process.

2.2 Certificate of Submission

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFSA. All offeror offers Must include a Certificate of Submission (or an accurate reproduction) signed by the offeror.

Offerors Must submit a signed Certificate of Submission as part of their offer. Should an offeror not include the signed Certificate of Submission the offeror 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 offers to the exact specified proposal delivery address is the sole responsibility of the offeror. All risks and consequences of incorrect delivery of offers are the responsibility of the offeror. CMHC will not assume or have transferred to it those responsibilities. All registered times will be in accordance with the time CMHC computer servers receive the offer, not the time the offer was sent by the offerors.*

*** Please be advised that E-BID has a size limitation 10 MB. It is advisable and recommended that offerors submit their proposal in multiple smaller files.**

It is recommended that the Offeror send an e-mail as soon as possible after the E-BID offer has been sent, notifying the contact person named in Section 2.4 Inquiries, that an offer has been submitted to E-BID, including the company name and e-mail address, with the date and time the offer was sent.

Upon receipt of offers, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that offerors follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

*** Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Offerors should ensure that sufficient delivery time is allowed for offers to be received.**

Address for Delivery

Offers, including all supporting documentation, are to be sent electronically to the following e-mail address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFSA Asset Management and Property Management Services, File 201401571

Format

Offers may be submitted in MS Word or Adobe Acrobat PDF in English or in French.

NOTE: In certain email programs the “Send” format may need to be specified as either “HTML” or “Plain Text”. Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC.

Offer Opening and Verification Period

All EBID offers received on or before the closing date and time specified in this RFP, will be opened for evaluation purposes and verified by CMHC. If at that time, CMHC is unable to open an offer, the offeror will be so advised and provided an opportunity to resubmit an openable version within 2 hours from notification.

Offer Submission Deadline

Mandatory

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

2:00 p.m. local Ottawa time, on August 12, 2014

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

2.4 Inquiries

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

*Heather Forsyth, Procurement Advisor
Fax: 613-748-2079
hforysth@cmhc.ca*

Information given verbally by any person within CMHC shall not be binding upon CMHC. Offerors must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFSA. CMHC cannot guarantee a reply to inquiries received less than seven (7) days prior to the closing date.

All written questions submitted, which in the opinion of CMHC affect all offerors, will be answered by CMHC in writing and distributed to all offerors 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 RFSA as a result of any inquiry or for any other reason, an addendum to this RFSA will be provided to each offeror to

whom CMHC has issued this RFSA by facsimile, e-mail or Government Electronic Tendering System (GETS).

2.5 Communication

During offer evaluations, CMHC reserves the right to contact or meet with any individual offeror in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. An Offeror 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 offerors for this purpose.

2.6 Offeror Contact

The Offeror shall name a person in their proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period

All responses must provide that the terms of the response shall remain valid and binding on the Offeror for a period of **90 Days** following the closing date.

2.8 Changes to Offer

Changes to the submitted offer can be made, if required, provided they are received as an addendum to, or clarification of, a previously submitted offer, or as a complete new offer to cancel and supersede the earlier offer. The addendum, clarification, or new offer must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **“REVISION”** and received no later than the submission deadline. In addition, the revised offer must include a description of the degree to which the contents are in substitution for the earlier offer.

2.9 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFSA, the information contained in this RFSA is supplied solely as a guideline for offerors. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFSA is intended to relieve offerors from forming their own opinions and conclusions in respect of the matters addressed in this RFSA.

2.10 Verification of Offeror’s Offer

The Offeror authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Offeror’s offer.

2.11 Ownership of Offers

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

All information regarding the terms and conditions, financial and/or technical aspects of the Offeror's offer, 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**. Offerors' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, Offerors 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.

2.12 Proprietary Information

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

2.13 Corporation Identification

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

2.14 Declaration re: Gratuities

In submitting its offer, the Offeror certifies that no representative for the Offeror 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.

2.15 Conflict of Interest

- (a) The Supply Arrangement (SA) Holder and its principals, employees and agents shall avoid any conflict of interest during the term of this Supply Arrangement 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 SA Holder 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 SA Holder's duties to that third party and the SA Holder'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 Supply

Arrangement and any outstanding contracts resulting from the SA. All portions of the Services which have been completed at the date of termination of any contract resulting from the SA shall be forwarded to CMHC and CMHC shall be liable for payment to the SA Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the SA Holder's obligations under the contract. Upon such payment, CMHC shall have no further obligation of any nature or kind to the SA Holder.

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 Supply Arrangement.

2.16 Declaration re: Bid Rigging and Collusion

In submitting its offer, the Offeror certifies that:

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

2.17 Shortlist

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2.18 Intellectual Property Rights

All information and materials produced under any contracts resulting from this Supply Arrangement shall be the exclusive property of the Offeror and the Offeror shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Offeror hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any contracts resulting from this Supply Arrangement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Supply Arrangement.

2.19 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 fulfill the requirements of the Supply Arrangement, 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 Supply Arrangement (SA) Holder, reseller, agent or any other person engaged to perform the Services under the Supply Arrangement.

The SA Holder 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 SA Holder further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The SA Holder shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services under any contract awarded as a result of the Supply Arrangement.

The SA Holder 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 SA Holder shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the SA Holder or subcontractors without the prior written consent of CMHC.

2.20 Offeror's Procurement Business Number (PBN)

As a potential supplier to CMHC, an important feature is the Procurement Business Number (PBN) created using the Canada Revenue Agency Business Number to uniquely identify a company and its branches, division, or offices, where appropriate.

All Canadian companies MUST have a PBN prior to the award of any Supply Arrangement as a result of this RFSA. Non-Canadian companies are strongly encouraged to obtain a PBN.

Companies may register for a PBN in the Supplier Registration Information (SRI) Service online at the Business Access Canada Internet site at: (<https://buyandsell.gc.ca/>) In order for companies to be sourced by CMHC, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, please contact the Business Access Canada InfoLine at 1-800-811-1148, to obtain the telephone number of the Supplier Registration Agent nearest you.

2.21 Costs Associated with the Preparation of Offers

No payment shall be made for costs incurred in the preparation or submission of an offer in response to this RFSA for any reason whatsoever, including cancellation of this pre-qualification instrument at any time by CMHC.

No payment shall be made for costs incurred before receipt of a signed Contract under any resultant SA.

3 SECTION 3 STATEMENT OF SERVICES TO BE COVERED UNDER THIS SUPPLY ARRANGEMENT (SA)

3.1 Overview of Section 3

This section of the RFSAs is intended to provide Offerors with the information necessary to develop a qualifying offer. The Statement of Services is a general description of the services that may be required under this SA.

3.2 Statement of Services

Stream 1 - Asset Management Services

In general, the functions sought from asset managers in the overall administration of commercial real estate assets (office, retail, industrial, and/or land holdings) for CMHC and the CMHC Pension Fund (“CMHC”) are:

1. Development of long-term strategies for properties
2. Oversight of property leasing
3. Provision of local market intelligence; and
4. Coordination between property management, leasing, and ownership

The asset manager, as an independent contractor, shall advise on the best manner to manage any matters regarding commercial real estate assets and assist with and supervise the implementation of the business strategy.

Mandatory eligibility criteria include:

- (i) a minimum of 5 years experience in the industry with demonstrated ability to locate, acquire, finance, and lease commercial properties on a sustained basis;
- (ii) at least \$50 million of commercial real estate assets currently under management.

At minimum, the asset manager represents to have the facilities, personnel, and expertise to provide the following services in an institutional investment setting:

- Recommend and assist in the implementation of a business strategy
- Assist and supervise the property manager on the establishment of annual budgets
- Assist on the establishment and supervise the implementation of a cash management plan, including distributions and required project contributions
- Recommend leasing plan marketing strategy
- Assist on the confirmation of insurance coverage
- Coordinate and advise on monthly and quarterly financial reports
- Advise quarterly on budgets in accordance with market conditions and the business strategy
- Supervise and assist in the evaluation of the performance of the respective obligations by the property manager and leasing agents
- Assist in the monitoring of capital expenditures

- Advise on necessary recommendations for CMHC approval
- Advise on financing on assets, as required
- Assist in the oversight of all construction efforts
- Advise on inspection of physical condition of assets on a regular basis
- Oversee the preparation and recommendation of plans for major capital retrofit/repair replacement programs with details, costs, and analysis for approval by CMHC
- Assist in any litigation, regulatory proceedings and disputes with third parties
- Assist in the arrangement of external appraisals
- Assist in the selection of auditors

NOTE: The above list of services represents a summary of services required. The asset manager and CMHC will enter into a formal asset management agreement which will serve as the guiding document for both parties.

Stream 2 - Property Management Services

In general, the functions sought from property managers in the overall administration of commercial real estate assets (office, retail, industrial, and/or land holdings) for CMHC and the CMHC Pension Fund (“CMHC”) are:

1. Responsibility of day-to-day operations
2. On-site building supervision and tenant relations
3. Financial reporting, including mandatory audited financial statements annually

Mandatory eligibility criteria include:

- (i) a minimum of 5 years experience in the industry with demonstrated property management commensurate with commercial real estate properties greater than \$3 million in value;
- (ii) at least \$25 million of commercial real estate assets currently under property management.

The Property Manager, as an independent contractor, shall manage the operation and leasing of commercial real estate assets and represents to have the facilities, personnel, and expertise to provide at minimum the following services in an institutional investment setting:

- Formulate an annual operating and capital budget
- Prepare monthly operating reports
- Prepare written quarterly report on operations
- Formulate and recommend leasing guidelines
- Obtain and evaluate information with respect to the creditworthiness and business history of prospective tenants
- Maintain good tenant relationships
- Rent collection

- Handle all banking necessary in conjunction with the performance of the accounting and administrative functions of the property
- Establish and maintain suitable records and systems to handle all billings to tenants
- Assist in legal proceedings against tenants
- Ensure compliance by CMHC and the tenants with the terms and conditions of all leases and all contractual, statutory or municipal obligations with respect to the property
- Pay all operating costs and carrying charges relating to the operation of the property
- Tender and negotiate all contracts in accordance with approved budgets
- Coordinate tenant fit-up work
- Review property taxes and assessments and, if necessary, take steps to contest or appeal such assessments in a timely manner
- Promptly give notice to CMHC of any damage to the property and copies of any notices given to any insurer of the property with respect to any claim against the property
- Carry out such advertising and promotional activities with respect to the property as may be provided for in the budget and strategic plan
- Provide all services required in order for CMHC to comply with applicable statutes, rules and regulations surrounding the administration of HST/QST.

NOTE: The above list of services represents a summary of services required. The property manager and CMHC will enter into a formal property management agreement which will serve as the guiding document for both parties.

4 SECTION 4 OFFER REQUIREMENTS

4.1 Overview of Section 4

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

Response #

- 4.2 Covering Letter
- 4.3 Table of Contents
- 4.4 Offeror's Qualifications
- 4.5 Response to Statement of Services
- 4.7 Financial Information

Elaborate or unnecessarily voluminous offers are not desired. Offerors are encouraged to take care in completely answering questions and offer requirements and to avoid submitting extraneous materials that do not show how the offeror is able to meet SA requirements.

Requirements for each Response Item are detailed below.

4.2 Covering Letter

A covering letter on the offeror'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 RFSA: 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 any contracts issued from this SA.

4.3 Table of Contents

The offeror shall include a Table of Contents using the response item headings and numbering system identified in 4.1 of this section of the RFSA. The response should be paginated for easy referencing by the evaluation committee.

4.4 Offeror's Qualifications

The offeror's offer shall include information about the offeror's qualifications as follows:

- a) A description of the firm and service delivery specialization. **Mandatory**
- b) Resumés - CMHC reserves the right to request resumés for all project personnel who would be assigned to the CMHC account.
- c) References - CMHC reserves the right to request references. If requested, CMHC will expect the offeror to provide a list of three (3) contracts of commercial real estate projects which the offeror currently holds or has held over the past 24 months. For each contract,

the following information is required: company name and address; contact person name and phone number. CMHC may approach any such contact person for information relating to the quality of services provided by the offeror.

4.5 Response to Statement of Services

In this section, the offeror **MUST** provide detailed information relative to the specifications listed in Section 3, the Statement of Services to be covered under this Supply Arrangement (SA).

4.6 Project Management Plan

Intentionally Left Blank

4.7 Financial Information

4.7.1 Credit Check

CMHC reserves the right to perform a credit check on sole proprietorships and partnerships. These entities must provide a statement contained within their offer giving written permission for CMHC to perform a credit check as required.

4.7.2 Financial Capacity

CMHC reserves the right to conduct an assessment of the potential Supply Arrangement Holder(s) financial capacity. Should the offeror be selected as a Supply Arrangement Holder following the RFSA evaluation and qualification process, CMHC may request the necessary financial statements to confirm the financial capacity of the offeror. At that time, the potential SA Holder 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 Offeror(s) at which time no further consideration will be provided to the respective offer(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC may request the provision of the financial statements for the analysis of financial capacity. If requested, 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 sole proprietorships, 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, as required.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate offers and qualify Supply Arrangement Holders. All offerors that meet all of the mandatory criteria will be awarded a Supply Arrangement. Receipt of a Supply Arrangement does NOT automatically mean that an offeror will receive subsequent Contracts.

CMHC reserves the right to accept or reject any or all offers in whole or in part.

CMHC shall conduct the RFSA process in a visibly fair manner and will treat all offerors equitably. To this end, it has established objective RFSA standards and evaluation criteria which will be applied uniformly to all offerors. Therefore, no offeror shall have any cause of action against CMHC arising out of a failure to award a Supply Arrangement, the failure to evaluate any offer, or the methods by which an offer is qualified.

5.2 Limitation of Damages

The offeror, by submitting an offer, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the offeror in preparing its offer for matters relating to the Supply Arrangement in respect of the SA process, and the offeror, by submitting an offer, waives any claim for loss of profits if no SA is made with the offeror.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix “B1” and “B2” lists all the criteria upon which each offer will be evaluated. The criteria are based on the requirements as provided in this RFSA.

5.4 Evaluation Methodology

Each offer will be examined to determine substantial compliance with each mandatory requirement identified in this RFSA. Offerors who respond to more than one stream will be evaluated on each stream individually. The Offerors’ submissions will be evaluated and considered separately for each service Stream. An offer must substantially comply with all of the mandatory requirements in order to proceed in the evaluation process. An offer which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration for that specific service stream. An offer which meets all the mandatory requirements will be deemed substantially compliant and will proceed in the evaluation process.

Each substantially compliant offer shall be evaluated by an Evaluation Committee made up of qualified personnel. Each Committee member shall evaluate and numerically score each offer in accordance with the evaluation criteria as shown in the Evaluation Tables, Appendix B1 and B2.

5.5 Offeror Selection

Acceptance of an offer does not oblige CMHC to incorporate any or all of the accepted offers into a Supply Arrangement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at satisfactory Supply Arrangements with one or more parties. CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate offer included in any offeror's offer.

Without changing the intent of this RFSA or the qualifying offerors' offer, CMHC will enter into discussions with the qualifying offerors for the purpose of finalizing Supply Arrangements. If at any time CMHC decides that any qualified offeror cannot satisfy CMHC's requirements, CMHC may terminate negotiations.

Announcement of the successful offerors will be made to all offerors following the notification of the Supply Arrangement offerors.

It should be noted that a maximum of 20 successful SAs will be awarded to Property Management offerors.

6 SECTION 6 TERMS AND CONDITIONS - SUPPLY ARRANGEMENT AND ANY RESULTING CONTRACTS FROM THIS SA

6.1 Overview of Section 6

A Supply Arrangement (SA) is an agreement between a Supply Arrangement Holder (Offeror) and CMHC detailing the procurement process, clauses, terms and conditions and technical requirements for any resulting procurements by CMHC. CMHC reserves the right to issue Request for Proposals (RFPs) or Request for Quotations (RFQs) to all Supply Arrangement Holders or issue RFPs or RFQs to a limited number of Supply Arrangement Holders in accordance with the terms set out in this Supply Arrangement. The terms and conditions in this Supply Arrangement will be incorporated into any resulting contracts from this RFSA. CMHC reserves the right to add or remove terms and conditions during contract negotiations.

The Supply Arrangement is not in itself a contract, but rather a base document that forms part of any resulting RFPs, RFQs, and contracts. When being issued a Supply Arrangement, the Supply Arrangement Holder accepts the obligation to provide the specified services in accordance with the Supply Arrangement, under any resulting contracts that may be awarded.

The offer and all associated correspondence from the Offeror, where relevant, shall to the extent desired by CMHC form part of the final Supply Arrangement and the Offeror must accept that the final Supply Arrangement will be in a format acceptable to CMHC.

Submission of an offer constitutes acknowledgment that the Offeror has read and, unless otherwise stated in the offer, agrees to be bound by the terms and conditions in this Supply Arrangement in section 6.2 in the event that the Offeror is selected by CMHC to enter into a Supply Arrangement or a resulting contract.

For the purposes of this section the term “Supply Arrangement Holder” refers to the successful Offeror with whom CMHC enters into a Supply Arrangement.

6.2 Supply Arrangement Terms & Conditions

The attached Supply Arrangement and Resulting Contract Terms & Conditions forms section 6.2 of this RFSA.

SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES, TERMS & CONDITIONS FOR ANY CONTRACTS AWARDED UNDER THE SA

Article 1.0 - The Services

1.1 The Supply Arrangement Holder covenants and agrees to provide any requested Services as described in Section 3 - Statement of Services and confirmed at contract negotiation.

1.2 CMHC reserves the right to issue a RFQ or RFP for asset and or property management services as and when required. The Supply Arrangement Holder acknowledges that this Supply Arrangement by itself is not a Contract.

Article 2.0 - Terms of the Supply Arrangement

2.1 This SA shall be for a period of three years commencing in September 2014 and ending in September 2017.

2.2 Notwithstanding Article 2.1 above, CMHC shall conduct an assessment of the Supply Arrangement Holder's Work performed for past assignments and based on this assessment, at no less than sixty (60) days prior to the anniversary date of signing this Supply Arrangement, CMHC will advise the Supply Arrangement Holder in writing of their willingness to extend for one additional year or decision to terminate this Supply Arrangement.

2.3 The Supply Arrangement Holder shall provide services to CMHC in accordance with the terms and conditions as stated within the RFSA.

Article 3.0 - Financial

3.1 The amount payable to the Contractor by CMHC is exclusive of all taxes, rates or other levies payable by the Contractor, including any goods and services tax or retail sales tax. Upon request, the Contractor shall provide CMHC with satisfactory evidence of the payment of all such taxes, rates or levies as is the case with any disbursement the Contractor has made.

GST, HST or PST, to the extent applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which GST, HST, or PST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due pursuant to this Arrangement. The Contractor agrees to remit to the appropriate Provincial Government any amounts of PST paid or due pursuant to this Arrangement.

3.2 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(s) as outlined in any resulting Contract.

3.3 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.

3.4 All financial communication must make reference to this Supply Arrangement and resulting Contract number by quoting **CMHC file number 201401571** and be forwarded to CMHC at the following address:

Canada Mortgage and Housing Corporation

Name ___David Fitzpatrick_____

Title ___Senior Investment Officer, Real Estate_____

Room ___C5-120_____

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Article 4.0 - General Terms and Conditions

4.1 Supply Arrangement Termination

Notwithstanding Articles 2.1 and 2.2 above, CMHC may terminate this Supply Arrangement and any resulting Contract for any reason with no penalty by giving thirty (60) days written notice, at any time during the Supply Arrangement period.

4.2 Supply Arrangement Administrator

CMHC has assigned a Supply Arrangement Administrator to oversee this Supply Arrangement. The Supply Arrangement Holder shall be expected to name a counterpart representative. The Supply Arrangement Holder's representative will be responsible for providing scheduled status reports to the Supply Arrangement Administrator or a designate.

4.3 Supply Arrangement Renewal

The Supply Arrangement may be renewed within 30 days of the expiry of the Supply Arrangement, at the sole discretion of CMHC, for an additional one year period, not to exceed a cumulative total of three (3) years, including the initial term of one years. Upon receipt of such a request, the Supply Arrangement Holder may agree to such an extension by signing

and returning the request, negotiating amendments with CMHC or withdrawing from the Supply Arrangement.

4.4 Assignment of the Supply Arrangement

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

4.5 Supply Arrangement Holder's Indemnification

The Supply Arrangement Holder agrees to indemnify CMHC, its officers and employees 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 Supply Arrangement whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Supply Arrangement Holder.

4.6 No Limitation

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

4.7 Termination For Default of Supply Arrangement Holder

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

1. The Supply Arrangement Holder commits a material breach of its duties under this Supply Arrangement, unless, in the case of such breach, the Supply Arrangement Holder, 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 CMHC for any resulting damage or loss;

2. The Supply Arrangement Holder commits numerous breaches of its duties under this Supply Arrangement that collectively constitutes a material breach;

3. A change in control of the Supply Arrangement Holder 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 Supply Arrangement Holder are acquired, by any entity, or the Supply Arrangement Holder is merged with or into another entity to form a new entity, unless the Supply Arrangement Holder demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Supply Arrangement;

4. The Supply Arrangement Holder commits fraud or gross misconduct; or

5. The Supply Arrangement Holder becomes bankrupt or insolvent, or a receiving order is made against the Supply Arrangement Holder, 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 Supply Arrangement Holder, or if the Supply Arrangement Holder 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 Supply Arrangement Holder arising out of a Contract awarded from this Supply Arrangement or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Supply Arrangement Holder for the value of all finished services delivered and accepted by CMHC, such value to be determined in accordance with the rate(s) specified in the current contract.

4.8 Non-Compliance or Default by SA Holder

If the Supply Arrangement Holder fails to comply with a direction or decision of CMHC properly given relating to a Contract under the terms of the Supply Arrangement, or is in default in any other manner under a resulting Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Supply Arrangement Holder's default, including without limitation the withholding of payment due or accrued due to the SA Holder for Services rendered, 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.

4.9 Force Majeure

In the event that the Supply Arrangement Holder is prevented from fulfilling its resulting Contractual obligations under the terms of this Supply Arrangement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Supply Arrangement Holder 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 Supply Arrangement Holder has no reasonable control.

The Supply Arrangement Holder shall take all reasonable means to resume fulfillment of any contractual obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of any qualified supplier without compensation or obligation to the Supply Arrangement Holder.

4.10 Compliance With Laws

The Supply Arrangement Holder shall give all the notices and obtain all the licenses and permits required to perform the services. The Supply Arrangement Holder shall comply with all the laws applicable to the services or the performance of the contract.

4.11 Laws Governing Agreement

This Supply Arrangement and any subsequent contract shall be governed by and construed in accordance with 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.

4.12 Independent Contractor

The Supply Arrangement Holder shall act as an independent Contractor for the purposes of this supply arrangement. It and its employees, officers and agents are not engaged as employees of CMHC. The Supply Arrangement Holder agrees to so advise its employees, officers, and agents. Without limiting the generality of the foregoing, the Supply Arrangement Holder shall retain complete control of and accountability for its employees and agents. The Supply Arrangement Holder 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 Supply Arrangement Holder.

4.13 Supply Arrangement Holder's Authority

The Supply Arrangement Holder agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way unless stated otherwise in the negotiated management contract.

4.14 Corporation Identification

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

4.15 Intellectual Property Rights

The Supply Arrangement Holder warrants that the Supply Arrangement Holder is the only person who has or will have moral rights in the material created by the Supply Arrangement

Holder and supplied under this Supply Arrangement and the Supply Arrangement Holder hereby waives in favour of CMHC all of the Supply Arrangement Holder's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Supply Arrangement Holder agrees to execute any document requested by CMHC acknowledging the waiver of the Supply Arrangement Holder's moral rights in the material.

4.16 House of Commons

No member of the House of Commons shall be admitted to any share or part of any Contract resulting from this Agreement or to any benefit arising therefrom.

4.17 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 offerors of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from offerors (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip.

4.18 Conflict of Interest

- (a) The Supply Arrangement Holder 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 Supply Arrangement Holder 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 Supply Arrangement Holder's duties to that third party and the Supply Arrangement Holder'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 Services which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Supply Arrangement Holder of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Supply Arrangement Holder's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Supply Arrangement Holder.

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 Supply Arrangement.

4.19 Publication

CMHC

- (i) is under no obligation to publish all or part of the work produced or its associated materials, reports, maps and other documents;
- (ii) has the right to edit or publish the work, in part or in its entirety;
- (iii) shall be the sole judge of those parts of the work, or those materials and reports, that it considers for publication.

4.20 Approval of Services

Before advancing any amount of payment to the Supply Arrangement Holder, CMHC reserves the right to determine, in its sole and absolute discretion, whether the resulting Contract for Services has been performed to the satisfaction of CMHC. The method of approving the Services done will be in writing through electronic courier, fax or traditional mail.

In the event the Services are not acceptable to CMHC, CMHC may take such action as it deems necessary to correct the Supply Arrangement Holder's default, including, without limitation, the following:

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

4.21 Confidentiality

Offers: Offers will be held in strict confidence. Notwithstanding the foregoing, Offerors are advised that as a Crown Corporation, CMHC is subject to the provisions of the Access to Information Act ("the Act"). Information submitted by offerors 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 Offeror agrees that all records and information obtained by the Offeror on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation of provincial law.

1. The Offeror or its servants or agents will treat as confidential during, as well as after completion of, any subsequent contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.
2. The Offeror shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the service, in a form prescribed by CMHC.
3. Any documents provided to the Offeror in performance of the service described herein shall be returned, uncopied to CMHC or destroyed by the Offeror within 6 months of the termination of any subsequent contract. For documents not returned to CMHC, the Offeror shall provide specific proof under oath of their destruction.

4.22 Ownership

(a) Any quarterly reports or 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.

4.23 Insurance

A) Commercial General Liability Insurance

The Supply Arrangement Holder will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 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
- personal Injury
- broad form completed operations
- blanket contractual
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non Owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.

- 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- **contractors 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 RFSA).**

B) Professional (Errors & Omissions) Liability

The Supply Arrangement Holder will provide and maintain Asset Management Errors & Omissions Liability and/or Property Management Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$1,000,000. The policy will provide 30 days prior written notice of cancellation to Risk Management Consultant, 700 Montréal Road, Ottawa, Ontario K1A 0P7 Coverage is to include Supply Arrangement Holder, its employees and contract employees (if applicable) as insured. The Supply Arrangement Holder shall ensure that the policy is renewed continuously for a minimum period of one (1) year following the expiration or early termination of this Agreement.

C) Automobile Insurance

The Supply Arrangement Holder will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000. Third Party Liability for all motor vehicles used by the Proponent in the performance of this Contract.

D) Fidelity Bond/Employee Dishonesty Insurance

The Supply Arrangement Holder shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada the policy shall extend to include a third party extension (client coverage). Insurance is to include a third party extension for a limit of not less than \$1,000,000.

Other Conditions:

If there are material changes in the scope of Services provided under this Agreement, CMHC may, via the Service Level Change Procedures, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by the Supply Arrangement Holder pursuant to this Article 4.23 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Supply Arrangement Holder's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Article 4.23. In addition the Supply Arrangement Holder shall provide written notice to CMHC forthwith upon learning that an insurer described in this Article 4.23 intends to cancel, or

intends to make or has made a material change to, any insurance referred to in this Article 4.23. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract, the Proponent agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Supply Arrangement Holder 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. All insurance policies shall be provided and maintained by the Supply Arrangement Holder at its own expense.

4.24 Non-waiver

The failure of CMHC to insist on strict compliance with one or more of the terms of the Supply Arrangement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Supply Arrangement shall be deemed to have been waived as a result of a breach by either party of the provision, unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach of any provision of the Supply Arrangement by the other party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Supply Arrangement.

4.25 Severability

If any provision of the Supply Arrangement is held by competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Supply Arrangement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Supply Arrangement shall be either renegotiated or terminated by the parties.

4.26 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of any resulting Contracted Services 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 Supply Arrangement Holder. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the services, the contract price shall be adjusted accordingly provided that the Supply Arrangement Holder 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.

4.27 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 fulfill the requirements of the Supply Arrangement, 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 Supply Arrangement Holder, reseller, agent or any other person engaged to perform the Services under the Supply Arrangement.

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

The Supply Arrangement Holder 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 SA Holder shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Supply Arrangement Holder or subcontractors without the prior written consent of CMHC.

4.28 Extras

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

Article 5.0 - Supply Arrangement Administration

5.1 The SA Holder shall be notified in writing by CMHC's Supply Arrangement Administrator, of the names of CMHC representatives authorized, from time to time, to assign work and approve payments with respect to the services carried out under this Supply Arrangement.

IN WITNESS WHEREOF this Offer has been signed by the Supply Arrangement Offeror by their duly authorized signing officers. By signing, the Supply Arrangement Offeror agrees to the Terms & Conditions contained herein.

Supply Arrangement Offeror; _____

Phone: () _____ **Fax:** () _____

E-mail: _____

**Supply Arrangement Offeror
Authorized Officer**

Date

Witness

Date

7 SECTION 7 APPENDICES

APPENDIX A

7.1 Certificate of Submission

_____ hereby:
Company Name Procurement Business Number (PBN)

- 1) agrees to provide Services to CMHC, as described in this Offer, on an if, as and when required basis, all in accordance with the Request for Supply Arrangement;
- 2) agrees to the terms as set out in this Offer, for the period of the Supply Arrangement (SA) as specified in this RFSA;
- 3) certifies that, at the time of submitting this Offer, 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;
- 4) and warrants that in submitting the Offer or performing any Services awarded from a Supply Arrangement, there is no actual or perceived conflict of interest; or identifies the following conflict of interest:
_____.
- 5) represents and warrants that in preparing the Offer, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFSA that was not made available to other Offerors;
- 6) certifies that this Offer was independently arrived at, without collusion;
- 7) 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 Supply Arrangement;
- 8) authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the offer;
- 9) agrees to comply with all of the section 6 MANDATORY Terms and Conditions in an unaltered form as stated for any Contract awarded as a result of this RFSA;
- 10) agrees that, in the event of acceptance of its Offer, it will enter Supply Arrangement negotiations in accordance with the RFSA, and, upon successful entry into any resulting Contract with CMHC, it will commit to providing the full scope of Services identified in any resulting Contract.
- 11) agrees that, all the materials produced under the terms of any Contract resulting from this RFSA shall be the exclusive property of CMHC, that CMHC shall have copyright therein; and will not reimburse the offeror for costs associated with the services, travel or documents produced in response to this RFSA;
- 12) agrees that it and any other persons for which it is responsible, who are to perform the Services as stated in this RFSA, at the request of CMHC will comply with security screening as deemed appropriate;
- 13) authorizes CMHC to perform a credit check and/or financial evaluation, as required.

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

Corporations are not required to provide a corporate seal.

Corporation/Individual:

Signature of Signing Authority

Name & Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B1

7.2 Evaluation Table – Asset Management Services

EVALUATION CRITERIA	
	POINTS 1 to 10
<p><i>Criteria 1</i></p> <p>A minimum of 5 years experience in the industry with demonstrated ability to locate, acquire, finance, and lease commercial properties on a sustained basis.</p>	
<p><i>Criteria 2</i></p> <p>At least \$50 million of commercial real estate assets currently under management.</p>	
<p><i>Criteria 3</i></p> <p>Demonstrated ability to provide detailed reporting (i.e. financial, property operations, market conditions) at an institutional level.</p>	
TOTALS	

APPENDIX B2

7.3 Evaluation Table – Property Management Services

EVALUATION CRITERIA	
	POINTS 1 to 10
<p><i>Criteria 1</i></p> <p>A minimum of 5 years experience in the industry with demonstrated property management commensurate with commercial real estate properties greater than \$3 million in value.</p>	
<p><i>Criteria 2</i></p> <p>At least \$25 million of commercial real estate assets currently under management.</p>	
<p><i>Criteria 3</i></p> <p>Demonstrated ability to provide detailed financial reporting at an institutional level.</p>	
TOTALS	

APPENDIX C

7.4 Mandatory Compliance Checklist

- | | | |
|--------------------------|------------------------------------|-------------|
| <input type="checkbox"/> | Delivery Instructions and Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |
| <input type="checkbox"/> | Offeror's Qualifications | Section 4.4 |
| <input type="checkbox"/> | Response to Statement of Services | Section 4.5 |
| <input type="checkbox"/> | Financial Information | Section 4.7 |
| <input type="checkbox"/> | Certificate of Submission | Appendix A |

*** Offerors must return this original signed Request For Supply Arrangement (RFSA) document, including all requested signatures, as part of an offer to become a Supply Arrangement Holder.**