



REQUEST FOR PROPOSAL

FOR

2011 National Energy Code for Buildings - Illustrative Examples for
Affordable Housing Projects

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Originating Department: CMHC
Housing Research

Contracting Authority: *CMHC*

Inquiries: Heather Forsyth
Procurement Advisor

Tel: (613) 740-5466

Fax: (613) 748-2079

Email: hforsyth@cmhc-schl.gc.ca

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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 developing illustrative examples of affordable housing buildings that meet the requirements of the 2011 National Energy Code for Buildings (2011NECB). The consultant will assess the extent of the changes needed to advance 3 archetype multi-unit residential buildings (low-, mid- and high- rise buildings) from 2010 National Building Code compliance to 2011 NECB compliance, using the prescriptive and trade-off compliance paths. The project will inform affordable housing stakeholders of the general characteristics of NECB compliant designs that can form a benchmark for energy efficient projects that offer lower annual operating energy costs.

The value of this service is expected to range from \$20,000.00 to \$25,000.00 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 Centers 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 Research Service Providers Database

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
July 28, 2014	Request for Proposal issued
August 15, 2014	Submission Deadline
August, 2014	Evaluation and Selection of lead proponent
September 2014	Finalize contract with lead proponent
September 2014	Contract award
September 2014	Announcement of successful proponent
September 2014	Debriefing to unsuccessful proponents as requested
January 2015	Project Completion

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 201402431* 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. All registered times will be in accordance with the time CMHC computer servers **receive** the submission, not the time the proposal was sent by the proponent.*

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

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

Upon receipt of proposals, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that proponents 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. Proponents should ensure that sufficient delivery time is allowed for proposals to be received.**

Address for Delivery

Proposals, 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: RFP, file # 201402431

Format

Proposals 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.

Proposal Opening and Verification Period

All EBID proposals 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 a proposal, the proponent will be so advised and provided an opportunity to resubmit an openable version within 2 hours from notification.

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. local Ottawa time, on August 15, 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
Procurement Advisor
CMHC-SCHL
Fax: 613-748-2079
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

The proponent 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 Mandatory

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent for a period of sixty (60) days following the closing date.

2.8 Changes to Submission

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

2.9 Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing that each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted and must be in a separate addendum to the proposal.

An acceptable alternative is one which CMHC considers satisfactory in meeting a mandatory requirement. CMHC at its sole discretion will determine if a proposed alternative meets the intent of the original mandatory requirement.

2.11 Liability for Errors

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

2.12 Verification of Proponent's Response

The proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proponent's response.

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 (2012) 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 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.

2.21 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.

2.22 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.

Select A or B depending on Contract

A. If Information to remain in Canada

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.

B. If information not to remain in Canada or can be accessed elsewhere

The Contractor agrees that if any CMHC Information is to be located outside of Canada for any period of time, it shall do the following:

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;
- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

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

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

Background

The development of the National Energy Code for Buildings (NECB) was initiated by the Canadian Commission for Building and Fire Codes (CCBFC) in response to stakeholder requests. In the fall of 2011, the NECB 2011 was released. The NECB provides minimum requirements for the design and construction of energy-efficient buildings and covers the building envelope, systems and equipment for heating, ventilating and air-conditioning, service water heating, lighting, and the provision of electrical power systems and motors. It applies to new buildings and additions.

A key characteristic of the NECB is its overall performance improvement compared with the 1997 Model National Energy Code for Buildings (MNECB). The goal underlying the development of its technical requirements was for a 25% improvement (energy savings) over the 1997 MNECB. The actual target achieved will be 26.2%, as determined in an external consultant's evaluation. This result is a weighted average for the whole country and is based on many factors, including the energy performance level from which a region started.

The NECB is in an objective-based code format in which all requirements are linked to a new sub-objective, Excessive Use of Energy, under a new principal objective, Environment. The drafting of the NECB 2011 was based on several principles, among them that the document would be energy source neutral, would not differentiate requirements based on building construction type and occupancy, and would not codify economics

Provincial codes often reference industry recognized energy standards such as ASHRAE 90.1 2004, ASHRAE 90.1 2007 and ASHRAE 90.1 2010 in guiding the design and construction of buildings in their jurisdiction. In comparison with these standards, the NECB provides energy savings (improvements) of approximately 27%, 21% and 18%, respectively.

While compliance with the NECB will help affordable housing providers better manage the operating costs of their buildings, there is currently some uncertainty as to how the NECB, where adopted, would necessitate changes in the design of the building over current building codes. Illustrative examples of how common forms of affordable housing projects could be adapted to meet the requirements of the NECB would be useful for affordable housing providers; the illustrations would allow them to better plan and budget for their projects. The examples could also inform housing providers of how the different approaches to meeting the NECB (i.e.; prescriptive versus trade-off paths) can result in different requirements for thermal insulation levels and system efficiencies. All such information would be useful when the providers engage their design professionals and contractors in discussions and planning of their affordable housing projects.

Project Objective

To provide affordable housing providers with illustrative examples of the extent of design changes to buildings that are compliant with the 2010 NBC in order to comply with the new energy saving requirements of the 2011 NECB.

Statement of Work

The consultant will undertake the following tasks:

1. Affordable Housing Archetype Development

The consultant will develop (or identify) three multi-unit residential building affordable housing archetypes designed to the 2010 National Building Code of Canada (2010 NBC). This will include:

- a. A wood framed building (>600m² or >3 storeys in height)
- b. A six storey mid-rise building
- c. A 12 storey high-rise building

2. The archetype buildings will incorporate typically found design features, systems, assemblies and characteristics associated with each archetype building including building envelope assemblies, mechanical heating and ventilation systems, service water heating, lighting systems, etc. To the extent possible, the archetypes should be representative of common features and approaches to designing affordable housing projects.

The consultant will provide examples of base-case (reference) building envelope assemblies, for each archetype building. Each assembly will be represented in graphical manner (that is, wall section, 3D cut-out or 3D built-up detail, etc) to give affordable housing providers a visual reference regarding the wall/roof/foundation assembly details, Examples of mechanical and electrical systems that comply with 2010 NBC could be detailed in chart form.

3. Development of NECB Compliant Designs:

Using the “Prescriptive Path” in the 2011 NECB, identify upgrades or changes to the design of the archetype buildings that would be necessary to achieve compliance in climate zones 5, 6 and 7A for each part of the code for: Building Envelope, Lighting, HVAC, Service Water Heating,

Electrical Power. Provide alternative compliance solutions where several options may exist. The 2011 NECB compliant building envelope assemblies for each building archetype will also be represented in a graphical manner (wall section, 3D cut-out or 3D built-up detail, etc) to highlight differences in the assembly compared with the reference (base-case) scenario. The upgraded requirements for mechanical and electrical system could be detailed in chart format.

For each building archetype, use the 2011 NECB “Trade-off” compliance path for buildings located in for climate zones 5, 6 and 7A for the Building Envelope and HVAC systems only. The objective is to demonstrate how the different compliance paths can result in different solution sets. As above, the 2011 NECB compliant building envelope assemblies for each building archetype will be graphically represented to highlight differences in the assembly compared with the reference (base-case) scenario,

4. Reporting:

The consultant will prepare a detailed draft report, summarizing the work undertaken in Tasks 1 to 3 and submit it to CMHC for its review and approval. The report will detail the methodology for the study, the archetypes and NECB solution sets. The solutions sets (especially for the building envelope components) will be graphical in nature to illustrate differences between the 2010 NBC compliant scenario to that meeting the 2011 NECB.

Based on comments received from CMHC, prepare and submit to CMHC an approved Final Report.

5. Research Highlight:

Prepare and submit to CMHC a four-page Research Highlight based on the Final CMHC-approved research report, summarizing key findings from the study.

Project Schedule

The following are the expected key deliverables project milestones and dates:

- | | |
|---|--------------------|
| 1. Contract Commencement | September 12, 2014 |
| 2. Submission of Draft Report | December 12, 2014 |
| 3. Submission of Draft Research Highlight | January 9, 2015 |
| 4. Submission of Final Report | January 30, 2015 |
| 5. Submission of Final Research Highlight | January 30, 2015 |

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 outlined in (a) through (d) below. The Proponent must also clearly identify and demonstrate in the proposal, its' qualifications in the following distinct aspects of this RFP;

- (i) Knowledge and understanding of the 2011 National Energy Code for Buildings (NECB) as outlined in the SOW,
 - (ii) Knowledge and understanding of the design and construction of low-, mid-, and high-rise multi-unit residential buildings (MURBs),
 - (iii) Demonstrated experience in the design of affordable MURB housing projects.
 - (iv) Demonstrated experience in applying 2011 NECB energy performance requirements to affordable MURB projects.
 - (v) Demonstrated ability to create and present information in graphical formats.
- (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.

In order for the Proponent to clearly demonstrate that they have the ability (knowledge and experience) to perform the tasks in the Statement of Work, the proponent shall do the following:

- a) Provide descriptions of the three MURB archetype buildings, representative of common features and approaches of affordable housing projects, that will be used in the analysis.
- b) Identify the building envelope assemblies, for each archetype building, that will be subject to the analysis.
- c) Identify what graphical representation will be used to display all building envelope assemblies

-
- d) Identify mechanical/electrical/lighting/water-heating systems, for each archetype MURB building, representative of systems typically used in affordable housing projects that will be included in the analysis.

4.8 Project Management Plan

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 if 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.

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:

- a) Expected date of completion of each task
- b) Number of days worked by each project team member on each task times pay rate
- c) Meetings and teleconferences/videoconferences
- d) Disbursements (printing, ftp sites, etc.,)

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.

A proposal must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation.

Each compliant proposal that meets the minimum upset scores in each category shall then be evaluated using the “greatest benefit per dollar” evaluation process. The overall score will be divided by their proposal price in order to arrive at a “greatest benefit per dollar” score. The proponent with the highest score will be named the lead proponent.

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.

CMHC File No. 201402431

THIS AGREEMENT dated this _____ day of September, 2014 (the “Agreement”)

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION (“CMHC”)

- and -

CONTRACTOR NAME (the “Contractor”)

Whereas the Contractor and CMHC, in consideration of the mutual covenants set out in this Agreement, agree with each other as follows (the “Agreement”):

CMHC – Signing Authority

Name, Title (of person authorized to sign)

Date

CMHC – For Internal CMHC Use

Planning, Finance and Business Systems
Policy and Research

Date

CONTRACTOR NAME

Name, Title (of person authorized to sign)

Date

If a corporate entity: I am authorized to bind the Contractor

GST Registration Number (if applicable)

CMHC Representative

Representative Name

Canada Mortgage and Housing Corporation
700 Montreal Road, Ottawa, Ontario K1A 0P7

Phone: 613-

Fax: 613-

Email:

Contractor Representative

Representative Name

Contractor Name

Address

Phone:

Fax:

Email :

I. The Work

The Contractor covenants and agrees to undertake and complete the project entitled 2011 National Energy Code for Buildings - Illustrative Examples for Affordable Housing Projects, in accordance with the terms of reference set out in Schedule "A" ("the Work").

2. Term

The Term of this Agreement shall be from, 2014 to, 2015 unless terminated earlier in accordance with the terms of this Agreement (the "Term")

3. Termination

3.1. It is understood and agreed that CMHC may at any time, and for any reason terminate this Agreement and require the Contractor to discontinue the Work by giving the Contractor 20 days written notice. Upon delivery of such notice, the Contractor shall deliver to CMHC, in the manner directed by CMHC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-progress which the Contractor has produced. In the event of termination under this provision, the liability of CMHC for payment to the Contractor shall be limited to and shall not exceed payment of an amount which, in the opinion of CMHC, is reasonable payment for the partial performance of Work completed at the date notice of termination is delivered.

-OPTIONAL- Clauses 3.2 to 3.3

3.2. In a case of default by the Contractor, CMHC may, by giving five (5) days written notice to the Contractor, terminate this Agreement without charge with respect to all or any part of this Agreement. The following will constitute events of default:

3.2.1. The Contractor commits a material breach of its duties under this Agreement, unless, in the case of such breach, the Contractor, within ten (10) 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 or takes reasonable steps to cure such breach, and (b) indemnifies CMHC for any resulting damage or loss;

3.2.2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;

3.2.3. The Contractor commits fraud or gross misconduct; or

3.2.4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor.

3.3. In the event that CMHC terminates this Agreement under any section in clause 3, CMHC may arrange, upon such terms and conditions, and in such manner as CMHC deems appropriate for the Work to be completed, and the Contractor shall be liable to CMHC for any excess costs relating to the completion of the Work.

4. Financial

4.1. CMHC's financial liability under the terms and conditions of this Agreement shall not exceed \$..... (before applicable taxes).

4.2. The amount payable to the Contractor by CMHC pursuant to clause 4.1 is exclusive of all taxes and duties that may be payable to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes or duties shall be payable to the Contractor in addition to the amount payable pursuant to clause 4.1 unless specifically agreed to between the Contractor and CMHC.

4.3. GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the amounts payable pursuant to this Agreement and shown as a separate item on an invoice. Where the Contractor is required to collect the GST/HST and/or the Quebec Sales Tax (QST), the invoice issued by the Contractor shall show the Contractor's GST/HST and/or QST number. The Contractor shall duly remit to the Canada Revenue Agency and/or provincial authorities any amounts of GST/HST and/or QST collected on the amounts payable pursuant to this Agreement.

4.4. Payment to the Contractor shall be made in accordance with and subject to the terms and conditions specified in Schedule "B".

4.5. 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. 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;

4.5.1. Directing the contractor to redo the Work or part of the Work which was not completed to CMHC's satisfaction;

4.5.2. Withholding payment due or accrued due to the Contractor for services rendered pursuant to this Agreement;

4.5.3. Executing the Work, or arranging for the execution of the Work by a third party and setting off all costs associated with such execution against the amount payable to the Contractor; and

4.5.4. Terminating this Agreement for default in accordance with clause 3.

OPTIONAL – This clause must be included with contracting for services with a non-resident of Canada as required pursuant to the Income Tax Act regulations.

- 4.6. Any payments made to the Contractor by CMHC pursuant to article [XXX](#) in respect of services rendered in Canada will be subject to a 15% withholding as required by the Income Tax Act regulations. 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.

5. Invoices, Notices and Requests for Payment

- 5.1. All invoices, notices and requests for payment must make reference to this Agreement by quoting the CMHC file No. 201402431 and be forwarded to the CMHC Representative identified on page 1 of this Agreement.
- 5.2. At a minimum, invoices shall be submitted on a ([determine frequency](#)) basis, and shall contain the following information: Contractor's name and address, description of the services provided, rate, total amount claimed, GST, PST or HST as applicable.
- 5.3. 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.

6. Audit

The Contractor shall keep proper and detailed records and statements relating to this Agreement during the Term and for a period of three (3) years following the end of the Term and any renewals thereof. The Contractor shall at all reasonable times, in the event of an audit, permit inspection of such records and statements by CMHC's internal or external auditors. The Contractor shall provide CMHC's auditors with sufficient original documents in order to conduct the audit. An audit may be conducted without prior notice, however CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations.

7. Final Report

Where the Contractor is to prepare a final report, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. The content and form of the report will be consistent with the specifications as outlined in the terms of reference in Schedule "A".

8. Intellectual Property

- 8.1. For the purpose of this Agreement, Intellectual Property shall include any documents, reports, information and materials in any form.
- 8.2. CMHC shall retain all rights which it holds in any pre-existing Intellectual Property and shall be the sole owner of all rights in any Intellectual Property developed in the course of the Work, irrespective of the manner in which the Intellectual Property comes into existence (hereinafter referred to as « CMHC Intellectual Property»). The Contractor agrees to acknowledge CMHC's rights in the CMHC Intellectual Property upon request by CMHC.
- 8.3. The Contractor shall have no right in the CMHC Intellectual Property except as may be granted in writing by CMHC. The Contractor shall not divulge, release, copy, modify or publish the CMHC Intellectual Property without the prior written consent of CMHC.
- 8.4. Nothing in this Agreement shall affect the ownership of any pre-existing Intellectual Property rights in any tools, methodologies, databases and materials used to produce the CMHC Intellectual Property.
- 8.5. Where a Subcontractor may create CMHC Intellectual Property in the course of the Work, the Contractor is solely responsible for ensuring that all rights in the Intellectual Property are transferred to CMHC in compliance with clause 8.2 above.
- 8.6. In the event the Contractor intends to incorporate intellectual property belonging to a third party, or derivatives thereof, into the Work, the Contractor represents and warrants that it has secured all necessary rights to grant CMHC the right to (copy, publish, modify, create derivatives) of the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this Agreement.

9. Publication

9.1. CMHC

- 9.1.1. Is under no obligation to publish all or part of the final report or its associated materials, reports, maps and other documents;
- 9.1.2. Has the right to edit or publish the final report, in part or in its entirety;
- 9.1.3. Shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication; and
- 9.1.4. May, at its discretion, or shall, if directed to do so by the Contractor, delete references to the Contractor in any edited version of the final report

10. Photographs and Graphics

- OPTIONAL – Clause 10

- 10.1. All images included in the text of the report, either photographs, diagrams or other graphics, must also be provided separately on a CD as PDFs, TIFFs, JPEGs, or EPSs with a minimum resolution of 300dpi. The Contractor acknowledges that images embedded in the text are not suitable for CMHC's publication process, but may include such images to indicate suggested image placement in the report.
- 10.2. The Contractor is responsible for obtaining all necessary rights to allow for the unrestricted publication of photographs, technical drawings, diagrams, charts and tables by CMHC and shall advise CMHC where acknowledgement of the photographer or author is required. Upon request by CMHC, the Contractor shall provide a sworn representation that it has obtained the required rights.

11. Confidentiality

The Contractor or its agents will treat as confidential during, as well as after the Term of this Agreement, all information relating to the affairs of CMHC and all personal information of which it acquires knowledge in consequence of or incidental to the performance of its obligations under this Agreement. The Contractor acknowledges that CMHC is subject to federal Access to Information and Privacy legislation and agrees that it will take all measures necessary to facilitate CMHC's compliance with its obligations and to protect the information from disclosure, whether inadvertent or intentional.

12. Indemnification

- 12.1. The Contractor agrees to indemnify and save harmless CMHC and its directors, officers, employees and agents from and against all loss, damages, costs, expenses, claims, demands, actions or other proceedings of any nature and kind, arising from or in consequence of an act or omission of the Contractor or its employees or agents. This indemnity shall be applicable whether such claims, actions or proceedings are brought in the name of CMHC, or the Contractor or any directors, officers, employees or agents thereof.
- 12.2. CMHC retains the right to approve or refuse any proposed settlement of a claim, action or proceedings, and to assume control over its defence at any time provided that it assumes the costs of defending the claim incurred from the time at which it assumes control.
- 12.3. This clause shall survive the termination of the Agreement.

13. Insurance

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

Commercial General Liability

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

- cross liability including severability of interest clause
- blanket contractual liability
- personal injury
- 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 workers' compensation legislation)
- 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 or modification to the CMHC Representative

13.3. The Contractor will provide a Certificate of Insurance at least five (5) days prior to the Agreement commencement date confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

Professional Liability

13.4. The Contractor will provide and maintain Professional Liability insurance for 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 Montreal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Contractors employees and Contractor's contract employees (if applicable) as insured.

13.5. The Contractor will provide a Certificate of Insurance at least five (5) days prior to the Agreement commencement date confirming the above insurance policies and

evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

14. Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this Agreement. 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.

15. Replacement of Personnel

- 15.1. It is agreed that the following individual(s) will perform the Work (or provide the Services) and shall exercise active control over all aspects of the Work (Services) and shall be directly involved in all major decisions:

Insert names of individuals

CMHC's selection of a Contractor to perform the Work (Services) shall be considered as the engagement of the named individual(s) personally, even though CMHC may be engaging the services of a firm. Major roles in the performance of the Work (Services) may not be assigned to other individuals without obtaining the prior written consent of CMHC.

- 15.2. In the event that the individuals named in this clause are unable to perform all of the Work (Services) for any reason and CMHC does not accept any replacements proposed by the Contractor, CMHC may terminate this Agreement immediately with no further obligation of any kind to the Contractor.
- 15.3. To request CMHC's consent to replace an individual assigned to all or part of the Work (Services), the Contractor shall provide CMHC with a description of the qualifications, experience and competencies of the individual being proposed as the replacement. CMHC shall have full discretion to consent or to refuse to consent to the assignment of the Work (Services). All other obligations of the Contractor, including timing requirements, will not be affected by a request under this clause and will remain in full force and effect.

16. Assignment

This Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC.

17. 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 provide immediate written notice by registered mail describing the event(s) that constitute(s) a force majeure or an act of God. Without limiting 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. In the event it receives notice of a force majeure or act of God CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

18. Conflict of Interest

- 18.1. 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.
- 18.2. 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.
- 18.3. 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 this Agreement. All portions of the Work which have been completed at the date of termination shall be delivered to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under this Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- 18.4. 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 benefit from this Agreement.

19. House of Commons

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

20. Metric Measurement

All reports or other information and material to be furnished to CMHC in accordance with the requirements of the work which contain written statements, reference to or tabulations of measured quantities shall be submitted by the Contractor in metric (SI) units.

21. Binding Agreement

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

22. Guarantee / Warranty

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

23. Corporation Identification

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

24. 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. Attached as Schedule C to this Agreement is a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) which the Contractor must complete and sign prior to execution of this Agreement.

25. Scope of Agreement

It is agreed that this instrument embodies the entire agreement of the parties hereto with regards to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

SCHEDULE "A"

TERMS OF REFERENCE

1. Statement of Work

(Clearly and fully describe and enumerate the deliverables which the Contractor will have to supply and the dates by which it will need to complete the deliverable in order to fulfill its obligations under this Agreement and receive payment. The Term of this Agreement, as set out in clause 2, should be reiterated.)

(If the work and payment are to be in phases, the dates for completion of each phase must be specified, and the work and deliverable required at each phase completion date must be specified.)

(If specific individuals are to perform/supervise the work on behalf of the Contractor, they should be set out here.)

2. Project Management (Optional, if necessary for administrative purposes)

3. Schedule of Tasks and Allocation of Staff by Phases (optional, if necessary for administrative purposes)

SCHEDULE "B"

MANNER OF PAYMENT

If the Contractor is not in breach of any of its obligations under this Agreement, the Contractor will be paid in accordance with the following schedule:

(All payments are contingent upon the Work being performed to the satisfaction of CMHC. CMHC shall retain full discretion to accept or reject the Work.)

(The phases should follow the phases set out in Schedule "A".)

1. Upon the contractor having completed (work, e.g. "Phase 1 of the work as set out in Schedule "A") by (insert date) and upon submission and issuance of written acceptance of (insert deliverable) by CMHC.....\$

SCHEDULE "C"

Supplier - Direct Deposit and Tax Information Form

**Please disregard this form if you have already provided this information to CMHC,
if not previously provided, please complete the next page.**

Pursuant to paragraph 221 (1)(d.1) of the Income Tax Act, CMHC must issue T1204 supplementary slips indicating all service contract payments (including contracts for mixed goods and services) for the calendar year.

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 (No. of Days) 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

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
Executive Summary Does the Proposal: <ul style="list-style-type: none"> • Organize and present all information in a concise, logical and easily understood manner? • Include an Executive Summary that explains how the Proponent will satisfy the requirements in the Statement of Work (SOW) 	5		35	
Proponents Qualifications Has the Proponent: <ul style="list-style-type: none"> • Demonstrates how team members have the education, knowledge and experience necessary to satisfy all SOW tasks: <ul style="list-style-type: none"> ○ 2011NECB ○ Design and construction of affordable MURB buildings ○ Graphics capability • Reported recent experience similar in scope and subject-matter to the tasks described in the SOW • Provided complete references for recent projects of similar size and scope done by the Proponent members. • Described the firm, its age, number of full-time employees and service specialisation and provided résumés of all Proponent team members 	20		140	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to 10	UPSET SCORE	SCORE AxB
<p>Response to Statement of Work Has the Proponent:</p> <ul style="list-style-type: none"> • Clearly explained how each task described in the SOW will be performed, including <ul style="list-style-type: none"> ○ Number, type & extent of building envelope assemblies to be analyzed ○ Number, type and extent of mechanical electrical, lighting and water-heating systems to be analyzed ○ Number and format of graphics to be provided • Assigned tasks to project members who have the qualifications and experience needed to undertake these tasks • Described additional work that might be required beyond that which is described in the SOW and identified potential challenges that could arise in completing the Work and proposed solutions for addressing them 	50		350	
<p>Project Management Plan Has the Proponent:</p> <ul style="list-style-type: none"> • Provided Project schedule showing tasks & personnel & time <p>Has the Proponent:</p> <ul style="list-style-type: none"> • Described how the project will be managed and its organizational structure • Explained how he/she will control quality and deal with errors, omissions and delays • Described how project status will be reported • Explained how he/she will comply with the work schedule • Explained how he/she will interface with CMHC 	25		175	
TOTALS	100		700	
<p><i>Greatest benefit per dollar (overall score divided by proposal cost)</i></p>				

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) |