



REQUEST FOR PROPOSAL

FOR

Property Management Services

for

Six Corporate Owned Real Estate (CORE) Properties

Date issued: April 7, 2016

Solicitation File # :
201601080

Solicitation Closes: April 28, 2016
Originating Department: CMHC

Inquiries: Heather Forsyth

Tel: (613) 740-5466
Fax: (613) 748-2998
Email: hforsyth@cmhc-schl.gc.ca

Security Classification: PROTECTED

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Canada



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- Schedule A: PM Management Agreement
- Schedule B: Financial Reporting Templates
- Schedule C: Ventilation System Disclaimer
- Schedule D: PM Responsibilities
- Schedule E: Emergency Plan

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 providing Property Management Services for six Corporate Owned Real Estate (CORE) residential properties housing veterans, subsidized rent-geared-to-income (RGI) occupants, and others.

The term of this contract is expected to be for 5 years.

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 Families, Children and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

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

1.4 Purpose of Request for Proposal

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

1.4.1 All Non-Research Service Providers

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

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

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

1.5 Schedule of Events

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

Date	Activities
April 7, 2016	Request for Proposal issued
April 21, 2016	Submission of Questions Deadline
April 28, 2016	Submission Deadline
May, 2016	Evaluation and Selection of lead proponent
May, 2016	Finalize contract with lead proponent

1.6 Mandatory Requirements

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

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 3 Scope of Work
- 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 # 201601080* 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

Mandatory

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

Number of copies

One (1) signed original and Two (2) copies of the complete proposal are to be submitted.

Method of Sending

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

Packaging and Address

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

**Attention: Walter Sarafyn
Canada Mortgage and Housing Corporation
100 Sheppard Ave East, Suite 300,
Toronto ON M2N 6Z1**

PROPOSAL CALL:

Property Management Services for 6 CORE Properties, RFP 201601080

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 Toronto time, on April 28, 2016.

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

2.4 Inquiries

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

Heather Forsyth, Advisor
Fax: 613-748-2554
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 must 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 Shortlist

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

2.21 Proponents' Site Visit

It is strongly recommended that the proponents visit each site prior to submitting their proposal, to examine the scope of work and familiarize themselves with the existing site conditions. Arrangements can be made for a tour of the sites and/or vacant units. All requests for a tour must be made directly with the following CMHC representative:

Walter Sarafyn (Senior Analyst)
Tel: 416-250-3266
wsarafyn@cmhc-schl.gc.ca

2.22 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.

2.23 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.

2.24 Non-Disclosure of CMHC Information

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

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

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

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

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 General Scope of Work

Mandatory

The Manager must operate and manage, on behalf of the Corporation, six Rental Projects owned by CMHC, as described and in locations noted in Section 3.4, in accordance with terms of contract attached.

The Manager must be currently managing no less than 3,000 rental units in their current portfolio, not including condominium, commercial or industrial units.

3.4 Description Of The Properties

There are six rental properties. Five were built after the Second World War in the 1940's. These five properties are occupied by elderly veterans, rent geared to income (RGI) subsidized tenants (see Section 3.5), and/or occupants at market rents. However, Strasburg Square was built in 1975 and is occupied by market tenants. Outlined below are the special requirements of this property that need to be taken into consideration. There are 263 units in total located in Ajax, Lindsay, Waterloo, Kitchener and Toronto, Ontario as follows:

- Roosevelt Apartments (12 units)
32,33,36 Roosevelt Street
Ajax ON
This site consists of 3 two-storey walk up apartment buildings each containing 4 units. Each unit contains 2 bedrooms. There is surface parking for 12 cars.
- Howard Manor (52 units)
2-57 Howard Ave
44-46 Angeline Street South,

Lindsay ON

This property consists of 12 blocks of 2-storey row houses. There are 18 two bedroom, 28 three bedroom and 6 four bedroom units. Each unit has a driveway or other surface parking.

- Maple Court (50 units)
26-36 University Ave West
242-260 State Street
2-11 State Court
1-22 Maple Court
Waterloo ON

This project has 8 blocks of 2-storey row houses containing 42 units and 4 blocks of 2-storey semi-detached houses containing 8 units. There are 13 two bedroom, 35 three bedroom, and 2 four bedroom units. Each unit has driveway parking or other surface parking.

- Greenwood Court (36 units)
1328-1338 Queen Street East,
Toronto ON

This property contains 3 buildings each being a 3-storey walk up apartment. There are 24 two bedroom, and 12 three bedroom units. There is surface parking for approximately 28 cars.

- Danforth Court (32 units)
2375-2385 Danforth Ave,
Toronto ON

Danforth Court contains 2 two-storey buildings and 1 three-storey building. There are 12 two-bedroom and 20 three-bedroom units and surface parking for about 22 cars.

- Strasburg Square (81 Units)
400-440 Strasburg Road
Kitchener ON.

The property consists of 81 townhouse units on a site of approximately five acres. The site is comprised of 14 buildings on four blocks, with approximately 103 surface level parking spaces.

The subject property was constructed on a former municipal landfill in the early 1970's, and by the late 1980's methane gas was discovered at the property. The project was vacant until 1995 in order for CMHC to analyze the situation and find a remediation solution. In the early 1990's, CMHC's Housing Technology Department developed a methane gas monitoring system and a ventilation system which would release the methane gas into the atmosphere. The Ministry of Environment issued the Certificate of Approval for the Methane System in 1992, and CMHC has complied with the initial testing protocol and the follow-up monitoring protocol for the project. The measurement of the methane gas level is performed on a regular basis by OSB Services, Environmental Air Quality Specialists.

The property has been tenanted since 1995, in good condition, and has received adequate maintenance.

Table 1 below summarizes the features of each property.

Table 1 Property Summary

Name	Roosevelt Apartments	Howard Manor	Maple Court	Danforth Court	Greenwood Court	Strasburg Square	Total
	Roosevelt Apts.	Howard Manor	Maple Court	Danforth Court	Greenwood Court	Strasburg Square	
Location	Ajax ON	Lindsay ON	Waterloo ON	Toronto ON	Toronto ON	Kitchener ON	
Address	32-33-36 Roosevelt St	7 - 57 Howard Ave 2 - 48 Howard Ave 44 - 46 Angeline St S	26-36 University Ave W 242-260 State St 2-11 Sate Court 1-22 Maple Court	2375-2385 Danforth Ave	1328-1338 Queen St	400-440 Strasburg Rd	
Year built	1941	1946	1948	1946	1949	1975	
Site (Acres)	0.7	5.18	4.59	0.89	1.23	5.2	17.79
Type of building	4 plex 2 storey walk up	Row Houses 2 storey	Row Houses / Semi-detached 2 storey	Apartment 2 - 2 storey walk up 1 - 3 storey walk up	Apartment 3 storey walk up	Row Townhouse 2 storey	
# of Bldgs	3	12	12	3	3	14	47
# of units	12	52	50	32	36	81	263
# of Veterans (Dec.31, 2015)	4	0	12	3	2	0	21
# of RGI (Dec.31, 2015)	2	3	0	4	3	0	12
Unit Mix							
2 bdrm	12	18	13	12	24	21	100
3 bdrm		28	35	20	12	60	155
4 bdrm		6	2				8
Parking	12 Surface	Driveway	Driveway	22 Surface	28 Surface	103 Surface	
Heating	1 Forced air gas space heater per unit	1 forced air gas furnace per unit	1 forced air gas furnace per unit	3 hot water boilers shared by 3 buildings	1 hot water boiler per building	1 forced air gas furnace per unit	
Gross Rent Potential (Dec. 2015)	\$102,211	\$497,674	\$466,825	\$426,934	\$464,473	\$928,740	\$2,886,857
Vacancy loss: Actual 2015	\$403	\$5,180	\$34,010	\$996	\$581	\$29,791	\$70,961

3.5 Rent-Geared-To-Income Units

Rent Geared to Income (RGI) was a government program that provided financial assistance to prequalified low income families and individuals. Qualified occupants pay rent based on a percentage of household income. The balance of the market rent is subsidized. This program is no longer offered to new occupants however those who have been receiving RGI assistance will continue to receive assistance provided they continue to qualify. The manager must be familiar with the legislation, definitions of income, method of calculation, and administrative procedures for annual income verification, periodic rent adjustments and reporting requirements.

3.6 Management Basis

Although there will be only one management contract for all 6 locations, each location will be managed as a separate rental entity. Each location will include, but is not limited to, separate bank accounts , separate accounting, annual budgets, annual and monthly financial statements and reporting, rent and arrears collection, day to day maintenance, tenant file and subsidy administration, tenant maintenance requests, complaints and client service, lease and occupancy administration and all other rental management activity. All such activity is to be distinct and segregated from such activity at all other property locations

3.7 Mandatory Staff Compliment

Mandatory

It is mandatory that the Manager maintain a minimum staff compliment of 2 accounting professionals with an accredited accounting designation and 2 professionals with an accredited property management designation to oversee the financial and property operations at all times.

3.8 Superintendent

For the purpose of this agreement, a Building Superintendent is defined as a person employed by the Manager on his own behalf and not on behalf of the Corporation to perform the day-to-day maintenance for the rental project, and other services as designated by the Manager and agreed to between the Manager and the Building Superintendent (hereinafter called the "Superintendent").

(a) The Manager shall have full responsibility, power, authority and discretion in connection with its appointment to employ a Superintendent for the Rental Project and other individuals to assist the Superintendent in the carrying out of his duties. Any financial obligations of the Manager arising from the Manager's appointment of a building Superintendent or other individuals shall be satisfied by the Manager out of the rental or other receipts (excluding security deposits) from the Rental Project.

(b) The Manager agrees to incorporate into the Superintendent's contract of employment and the contracts of individuals employed by the Fee Manager to assist the Superintendent in the carrying out of his duties, an acknowledgement that the Superintendent or individual being engaged is engaged as an agent, servant or employee of the Manager and not of

the Corporation, or that the Superintendent or individual is engaged as an independent contractor for the Manager and is not an independent contractor for the Corporation

3.9 Duties of the Manager

Mandatory

The Manager must perform the following:

- a) Enter into, in the name of the Corporation or the Manager, all leases, renewals, and extensions thereof, and when deemed appropriate terminate any lease or other agreements, and advertise for rent, at the Corporations expense, the vacancies in the rental project subject to the Corporations approval of the advertising content.
- b) Collect and receive all income from the Rental Project due from tenants or others.
- c) Perform annual review of the status of all Rent-Geared-To-Income (RGI) Tenants. Collect and keep all necessary documents from the RGI Tenants which can include proof of income documents, notices of rent changes, all correspondence, and recalculation of rents.
- d) Institute, prosecute, evict with prior consent or other instruction from the Corporation and recover any arrears of rent, security deposits or other possessions of any part of the Rental Project.
- e) Purchase all necessary supplies for the efficient management and operation of the Rental Project.
- f) Pay all the bills, accounts and other obligations, incurred in connection with the Rental Project.
- g) Review the rent schedule every 90 days and provide designated representative with recommendations to increase, decrease or continue renting the project at its present rental structure.
- h) Make or cause to be made all emergency repairs, minor repairs, alterations and renovations. This includes the preparation of specifications and tender documents for routine maintenance and unit renovations. All expenditures for any such repair, alteration, renovation in excess of \$1,000 must have written approval of the Corporation. Significant capital work will be administered by CMHC Staff with some cooperation from the Property Manager.
- i) Negotiate and make on behalf of the Corporation supply, service or maintenance contracts, as the Manager deems advisable for the efficient management and operation of the Rental Project other than those services provided by the Superintendent or those engaged to assist the superintendent. Such contracts to be obtained on a competitive basis provided that no contract shall be for a term of more than 1 year without the written prior approval of the Corporation.

- j) All persons engaged pursuant to paragraphs 3.9(h) and 3.9(i) shall be engaged as independent contractors and not as agents, servants or employees of the Corporation. The Manager agrees to incorporate into all contracts for services an acknowledgement from the person whose services are being acquired that the person is not engaged as an agent, servant or employee of the Corporation and is engaged as an independent contractor providing services to the Corporation.
- k) To be responsible for security and care of units to ensure protection and marketability of the asset.
- l) To do and take all such other acts, steps, matters and things as may be reasonable, requisite and necessary for the efficient, proper and due operation and management of the Rental Project.

3.10 Management Fee

Mandatory

The Corporation agrees to pay the Manager as full consideration for services rendered under this Agreement, a percent (___%) of Gross Monthly Rental Receipts, (as quoted or otherwise negotiated), which the Manager may retain monthly out of the Operating Account of the Rental Project as long as this Agreement remains in full force and effect. Security Deposits, if applicable, are not to be included in Gross Monthly Rental Receipts until the month in which they are credited against rent payable by the tenant(s).

The Management Fee must be inclusive of all disbursement fees and travel cost and any fees associated with administering maintenance, repairs and capital work. (Note: Significant Capital Work will be administered by CMHC staff with some cooperation from the Property Manager).

For the purposes of this Agreement, Gross Monthly Rental Receipts are defined as being specifically the total rental revenues for the Rental Project for one month. The total rental revenue is based on the market rents for all RGI units along with actual rents received from all non-RGI units. It excludes uncollected rental arrears, maintenance recoveries, vacancies and security deposits (except as specified above); also excluded are all other revenues from concessionaire or Corporation-owned equipment and appliances).

3.11 Security Deposits, Accounts and Records

The Manager must maintain proper accounts and records in respect of the Security Deposits in which shall be recorded all receipts and disbursements and other proper accounting entries in respect of the Security Deposits and such accounts and records shall be available for inspection at all reasonable times by the Corporation and its representatives, who may make extracts therefrom or may make copies thereof as they may require. The Manager shall reconcile the General Ledger with the Bank Statements, prepare and send to the Corporation a monthly statement of receipts and disbursements and such other financial and other information concerning the Security Deposits as the Corporation considers relevant on or before the 10th day of each calendar month.

This statement will be accompanied by the remittance of funds to the Corporation, including accumulated interest, received during the month for which the statement is being submitted. Such statement shall be substantially in the form prescribed by the Corporation

3.12 Operating Account

Mandatory

- a) The Manager must hold all rents, Security Deposits and other funds received by it in respect of the Rental Project, in trust for the Corporation, and shall deposit the same, when received, into a separate operating trust account ("Operating Account") for the Corporation which shall be maintained in a chartered bank, loan or trust company.
- b) Where the said rents and other funds exceed the budgeted monthly current expenses in connection with the operation and management of the Rental Project, payments of the balance are to be remitted to the Corporation by the Manager on or before the 10th day of each calendar month.
- c) In the event that the rents and other funds, other than the Security Deposits, in the hands of the Manager at any time are not sufficient to meet all current expenses in connection with the operation and management of the Rental Project, the Corporation will remit to the Manager the necessary funds to meet such deficiency upon request thereof by the Manager. Any working capital, including revolving cash fund, shall be provided by the Manager, not the Corporation. In circumstances where the deficiency is less than \$1,000 and is supported by statements evidencing such deficiencies, the Manager may but shall not be bound to advance moneys in respect of the operation and management of the Rental Project over and above the rents and other funds, other than the Security Deposits, actually received by the Manager. If the Manager should, in his discretion, make any such advances from his own funds, the Manager shall be entitled to interest at the current prime lending rate payable by the Corporation's Banker, less three and one-half percent (3½%), and the Manager shall be reimbursed therefore by the Corporation or he may reimburse himself out of the rents or other funds, other than the Security Deposits, when subsequently available.
- d) Such Operating Account shall have, as signing officers, two employees of the Manager, both of whom are insured or bonded under the requirements of clause 17(a) as applicable.
- e) Create separate bank accounts for each of the 6 different properties.
- f) Perform annual review of RGI tenants' income, recalculation of rents and record necessary data pertaining to RGI units.

3.13 Budget

Mandatory

- a) On or before the 1st day of October in each calendar year, the Manager must furnish the Corporation in writing a budget for the next succeeding calendar year, setting forth by categories the Manager's best estimate of the revenue and expenses of the operation of the Rental Project for such year, including, without limiting the generality of the foregoing, all taxes and local improvement rates, water and electricity rates, advertising costs and costs of

repairs and maintenance, all in a form provided by the Corporation. The budget will be subject to the approval of the Corporation.

- b) The Manager shall at all times operate and administer the Rental Project within the budget approved by the Corporation. The Manager will at all times be available for consultation with the Corporation for the purpose of revising any such budget

3.14 Monthly Operating Statements

Mandatory

- a) The Manager covenants and agrees to submit to the Corporation on or before the 10th day of each calendar month, a statement of all money received and all expenditures made by the Manager hereunder during the immediate preceding calendar month. This statement must be accompanied by the remittance of funds in excess of requirements for the month for which the statement is being submitted. Such statements must be substantially in the forms prescribed or revised, from time to time, by the Corporation. See Schedule "B", Reference 1 attached to this document. Copies of all invoices for supplies/services will accompany the statements.
- b) The Manager shall provide to the Corporation at the end of business on the first working day of each month the following information:
- (i) Report of Vacancies at end of first working day of month:
 - by number and type of unit,
 - number vacant 3 months or less,
 - number vacant in excess of 3 months;
 - (ii) Number of Tenants who vacated during the previous month;
 - (iii) Rental arrears on last day of previous month showing:
 - tenant's name,
 - tenant's address,
 - number of months in arrears,
 - amount of arrears;

Such statements shall be substantially in the form prescribed or revised from time to time by the Corporation. See Schedule "B", Reference 2 attached to this document.

3.15 Physical Inspection

The Manager agrees to conduct bi-weekly routine inspections and a comprehensive semi-annual inspection of the Rental Project and to provide the Corporation with a detailed written report containing recommendations for any capital/replacement work to be performed, along with estimates of cost for such work.

3.16 Indemnification, Insurance

Mandatory

a) Manager's Responsibilities:

- i) The Manager agrees to indemnify and save harmless the Corporation from all liability, damage or suits that arise from the criminal or tortious activity of the Manager, its agents, its employees or its contractors and for any such liability, damage or suit arising out of matters which are the responsibility of the Manager as established in this Agreement.
- ii) The Manager shall be responsible for the loss through theft, crime, destruction, disappearance, forgery, dishonesty, fraud or other similar or dissimilar criminal or tortious activity for moneys paid to, handled or held by it on behalf of the Corporation.
- iii) The Manager shall obtain, at its own expense, insurance coverage as follows:

A) Commercial General Liability Insurance

The Proponent will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 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
- broad form property damage
- blanket contractual liability
- employer's 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 CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- 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)..

B) Property Managers Errors & Omissions

The Proponent will provide and maintain Property Managers Errors & Omissions Liability insurance for a limit not less than \$5,000,000. Coverage is to include Proponents employees and Proponents contract employees (if applicable) as named insured (if not provided then each subcontractor must carry the same insurance as detailed in the RFP.) The policy will provide 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7.

C) Automobile Insurance

The Proponent 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 (crime insurance)

The Proponent shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada.

Comprehensive Dishonesty Disappearance and Destruction Coverage's shall include: Employee Dishonesty Bond (including third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract); Broad Form Money and Securities (both inside and outside); and Depositors Forgery Coverage.

Such insurance coverage shall apply to the Manager (if a corporation) and to all Manager employees that handle, deposit, sign for or, in any manner deal with the funds, moneys and accounts ("the funds") that are the subject of this Agreement. In particular, any person who is not covered by the insurance under this clause shall not handle, deposit sign for nor in any manner deal with the said funds, moneys and accounts. It is understood that all funds received shall be deposited on the same day and no funds are to be kept on premises overnight; however, night deposits may also be made, although retaining funds at home is unacceptable.

Employee Dishonesty coverage shall be in the amount of one month's gross rental revenues as determined by the Corporation); and may have a deductible of five hundred dollars (\$500). Loss Inside and Loss Outside the Premises Coverage shall be (20%) of the foregoing coverage. Depositors Forgery coverage shall be for a limit of not less than one month's gross rental revenues.

E) Property Floater

The Proponent shall insure all property brought onto the premises or otherwise in their care, custody, and control against direct physical loss or damage. The property insured shall include but not be limited to any stock, inventory, goods for sale, contents, equipment, displays, and kiosks in an amount not less than the actual cash value of the goods.

F) 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 Proponent pursuant to this Section (whatever section it refers to) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Proponent'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 Section (whatever section it refers to). In addition Proponent shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section (whatever section it refers to) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section (whatever section it refers to).

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 direction to grant or withhold its consent to a request to subcontract pursuant to Section (whatever section it refers to), 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 Proponent to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Proponents at its own expense.

CERTIFICATE OF INSURANCE

a) Certificate of Insurance

The Manager will provide a Certificate of Insurance five (5) days after this Contract is signed, and annually thereafter confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

It shall be the sole responsibility of the manager 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 fulfil its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

b) The Corporation's Responsibilities:

The Corporation shall be responsible for insuring its own goods and chattels (except as otherwise provided herein) and may at its own expense maintain theft insurance for any such goods and chattels of the Corporation located on or about the project. The Corporation agrees to obtain and carry at its own expense necessary public liability and property insurance coverage. Managers are added to CMHC's liability policy as additional insured with respect to the negligence of CMHC, its employees or its agents.

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	Advertising
4.10	Financial Information
4.11	Other Information
4.12	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.
- (e) BPN (Business Procurement Number) provided by Business Access Canada (section 1.4.1)

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 must include information about the proponent's qualifications as follows:

- (a) A description of the firm, its age, years of residential rental property experience, organization, number of full-time employees and service specialization.
- (b) Résumés for all project personnel, highlighting professional designations and years of experience in residential rental property management.
- (c) References: A list of all property management 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, vacancy rate, level of arrears and bad debt. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (d) Information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.7 Response to Statement of Work

Mandatory

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

4.8 Project Management Plan

Mandatory

The proponent shall describe its project management plan including;

- (a) Property Management Approach. The proponent shall describe its property management approach and the property management organizational structure including reporting levels and lines of authority. Include a description of how CPM staff, superintendents, and financial staff will be deployed to service all 6 locations (section 3.4) at all times especially in emergencies, during vacations or illness.
- (b) Management and Financial control. The proponent shall identify the accounting software used for property management and describe the systems, procedures and mechanisms used as they pertain to financial safe guards and controls for budgeting and budgetary control, work orders, purchase orders, payments, management and collection of arrears, leasing procedures, vacancy control (include a sample of advertising mandatory), RGI subsidy administration, revenue collection, deposits, cash flow , banking, and reconciliation with particular attention to separation of duties with respect to entries, approvals and signing authority for the above systems, procedures and mechanisms.

- (c) 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, tenant enquiries etc.
- (d) Status Reporting to CMHC. The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods.
- (e) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (f) 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
- (g) Operations and Capital Works. Proponent should describe its Property Operations and describe expertise with respect to preparing specifications, tendering and supervision for capital projects.
- (h) Maintenance. The proponent shall present procedures used for hiring maintenance trades for repairs or service to the projects that ensures quality workmanship and good value.

4.9 Advertising

Mandatory

The proponent's proposal should include a sample advertising which is currently used along with any other information which best represents your firm's portfolio and past business performances.

4.10 Financial Information

Mandatory

4.10.1 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.

4.10.2 Financial Capacity

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

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Lead

Proponent(s) at which time no further consideration will be provided to the respective submission(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

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

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

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

4.11 Other

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

4.12 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:

The Management Fee must be expressed as a percentage of receipts collected. The Management Fee must be inclusive of all disbursement fees and travel cost and any fees associated with

administering maintenance, repairs and capital work. (Note: Significant Capital Work will be administered by CMHC staff with some cooperation from the Property Manager).

For the purposes of this Agreement, Gross Monthly Rental Receipts are defined as being specifically the total rental revenues for the Rental Project for one month. The total rental revenue is based on the market rents for all RGI units along with actual rents received from all non-RGI units. It excludes uncollected rental arrears, maintenance recoveries, vacancies and security deposits (except as specified above); also excluded are all other revenues from concessionaire or Corporation-owned equipment and appliances).

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 Technology Security Evaluation

When applicable and at CMHC’s sole discretion, CMHC shall have the right to conduct an assessment of the contractor’s security controls and frameworks (the “**Security Measures**”), which assessments may be carried out by CMHC itself or by a third party on behalf of CMHC. Should a lead proponent be identified, CMHC may request the following information, within an agreed upon timeframe, to permit an analysis of the contractor’s Security Measures:

1. Provide proof, to the satisfaction of CMHC of the contractor’s implementation of one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent guideline for a [**To be determined based on Statement of Sensitivity results**];
2. Provide proof, to the satisfaction of CMHC that an enhanced Threat and Risk Assessment has been conducted on the contractor’s technology/infrastructure;
3. Provide proof, to the satisfaction of CMHC that an internal and external Network Vulnerability Assessment has been conducted on the contractor’s technology/infrastructure;
4. Provide CMHC with a “Security Controls Checklist” as detailed within one of the following security control guidelines: (i) ISO 27001, (ii) ITSG-33 or (iii) equivalent. The contractor will be required to document how they have met or exceed the baseline safeguards.

The contractor may refine Security Measures as part of this process to ensure a sufficient amount of detail for their allocation of high-level design specification. CMHC will review and potentially approve any refinements implemented by the contractor as part of CMHC’s review and change disposition. Upon request from CMHC I&T Security Risk Management the lead contractor will provide assurance that security controls are being managed in accordance with a [**Sensitivity Level to be determined**] environment throughout the life of the Agreement. The contractor will be required to ensure that any additional safeguards have been implemented to address any risks residual risks identified by it or by CMHC.

5.6 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 4.10 of this RFP.

5.7 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 Schedule "A" attached proposed PM Management Agreement forms Section 6.3 of this RFP

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 _____, 2016 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 to5	UPSET SCORE	SCORE A x B
Section 3 Statement of Work <ul style="list-style-type: none"> • Manages each location as a separate entity • Superintendent employed by Manager • Frequency of routine physical evaluations 	30		90	
Section 4.6 - Proponent's Qualifications <ul style="list-style-type: none"> • Years of rental property experience • Number of employees • Service specialization • Number of properties and units managed • RGI experience • Value added by subcontractors • Quality of resumes and designations • Quality of vacancy rate, arrears, bad debt • Completeness of reference contacts • Office location 	15		38	
Section 4.8 (a) Property Management Operational Plan <ul style="list-style-type: none"> • Lines of authority • Deployment of staff • Deployment of superintendents • Vacation coverage, overlap of duties 	15		38	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 1 to5	UPSET SCORE	SCORE A x B
Section 4.8 (b) (c) (d) (e) (f) Financial / Management Procedures and Controls <ul style="list-style-type: none"> • Quality accounting software and systems • Procedure, control , separation of duties • Vacancy, bad debt, arrears management • RGI management • Banking procedures, deposits, reconciliation • Quality control • Progress reporting • Work schedule compliance • CMHC interface, communication 	25		63	
Section 4.8 (g) (h) Operations, Capital Works and Maintenance <ul style="list-style-type: none"> • Management of capital works, specs, tender, supervision • Management of trades and services, workmanship, value 	15		38	
TOTALS	100			
PRICING				

Rating	Description	
5	Excellent	Exceeds the requirements of the criterion in ways which add significant additional value to CMHC's stated requirements.
4	Very Good	Meets <u>all</u> the requirements of the criterion and may add some additional value to stated requirements.
3	Good	Meets <u>most</u> of the requirements of the criterion.
2	Poor	Meets <u>some</u> of the requirements of the criterion.
1	Very Poor	Does not meet most of the requirements of the criterion.
0	Unsatisfactory	Does not meet any of the requirements of the criterion.

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) |

ATTACHMENTS

SCHEDULE "A"

PROPOSED CONTRACT

CMHC FILE No. _____

THIS AGREEMENT made this ____ day of _____, _____.

BETWEEN CANADA MORTGAGE AND HOUSING CORPORATION

100 Sheppard Ave E. Suite 300
Toronto ON M2N 6Z1

(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")

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

Article 1.0 - The Work

1.1 The Contractor covenants and agrees to provide _____

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

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of 5 (FIVE years) commencing on June 1, 2016 and ending on May 30, 2021.

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

Article 3.0 - Financial

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

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

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

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

Version I

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

Version II

Notwithstanding article 3.2 above, any payments made to the Contractor by CMHC pursuant to article 3.1 in respect of services rendered in Canada will be subject to a 15% withholding tax as

required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall

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

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

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

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

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

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

Canada Mortgage and Housing Corporation

Name _____

Title _____

Room _____

**100 Sheppard Ave. E. Suite 300
Toronto ON M2N 6Z1**

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

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

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

4.2 Contract Administrator

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

4.3 Contract Renewal

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

4.4 Assignment of the Contract Mandatory

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

4.5 Contractor's Indemnification

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

4.6 Liquidated Damages

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

4.7 Termination for Default of Contractor

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

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

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

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

4. The Contractor commits fraud or gross misconduct; or

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

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

4.8 Procedures on Termination

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

4.9 Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the agreement, or is in default in any other manner under the Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default,

including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to this Contract, which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

4.10 Force Majeure

In the event that the Contractor is prevented from fulfilling its obligations under the terms of this agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Contractor shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control.

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

4.11 Compliance With Laws

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

4.12 Provincial Laws Governing Agreement

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

4.13 Independent Contractor

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

4.14 Contractor's Authority

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

4.15 Corporation Identification

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

4.16 Intellectual Property Rights

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

4.17 Non-Disclosure of CMHC Information

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

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

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

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.

4.18 Confidentiality

Mandatory

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

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

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

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

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

4.19 House of Commons

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

4.20 Binding

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

4.21 Scope of Agreement

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

4.22 Income Tax Reporting Requirement

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

4.23 Conflict of Interest

Mandatory

- (a) The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

- (b) The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.
- (c) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.
- (d) Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

4.24 Final Report

- (a) Where a final report is to be prepared, it shall be in a form acceptable to CMHC and suitable for reproduction or publication. More particularly,
 - (i) the body of the report shall include the main factual and analytical information and policy recommendations shall be separated to minimize potential restriction;
 - (ii) policy recommendations and supporting materials (bibliographies, data, etc.) shall be attached as appendices or separate monographs; and
 - (iii) the report shall stipulate that the copyright remains with CMHC.
- (b) The Contractor will supply,
 - (i) the unbound original manuscript from which the copies of the final report were made, in a form suitable for reproduction (215 x 280 mm, preferred size);
 - (ii) an executive summary of the main findings and recommendations of the final report;
 - (iii) an abstract describing the contents of the final report and the nature of the study in a form suitable for distribution to interested members of the housing field;
 - (iv) Six copies of the final report and of the executive summary, unless otherwise directed by CMHC;

- (v) a computer disk or other media which CMHC may prescribe, in accordance with CMHC's computer installation standards; and
- (vi) one copy of all material of which CMHC has ownership and publication rights in the form in which it was used by the author

4.25 Publication

(a) CMHC

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

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

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

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

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

4.26 Approval of Work

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the work was performed to the satisfaction of

CMHC. The method of approving the work done will be in writing through electronic courier, fax or traditional mail as described in Schedule A attached herein.

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

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

4.27 Ownership

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

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

4.28 Insurance

b) Manager's Responsibilities:

- i) The Manager agrees to indemnify and save harmless the Corporation from all liability, damage or suits that arise from the criminal or tortious activity of the Manager, its agents, its employees or its contractors and for any such liability, damage or suit arising out of matters which are the responsibility of the Manager as established in this Agreement.
- ii) The Manager shall be responsible for the loss through theft, crime, destruction, disappearance, forgery, dishonesty, fraud or other similar or dissimilar criminal or tortious activity for moneys paid to, handled or held by it on behalf of the Corporation.
- iii) The Manager shall obtain, at its own expense, insurance coverage as follows:

A) Commercial General Liability Insurance

The Proponent will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 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
- broad form property damage
- blanket contractual liability
- employer's 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 CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- 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)..

B) Property Managers Errors & Omissions

The Proponent will provide and maintain Property Managers Errors & Omissions Liability insurance for a limit not less than \$5,000,000. Coverage is to include Proponents employees and Proponents contract employees (if applicable) as named insured (if not provided then each subcontractor must carry the same insurance as detailed in the RFP.) The policy will provide 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7.

C) Automobile Insurance

The Proponent 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 (crime insurance)

The Proponent shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada.

Comprehensive Dishonesty Disappearance and Destruction Coverage's shall include: Employee Dishonesty Bond (including third party extension (client coverage) citing CMHC as a beneficiary

with respect to services performed under the contract); Broad Form Money and Securities (both inside and outside); and Depositors Forgery Coverage.

Such insurance coverage shall apply to the Manager (if a corporation) and to all Manager employees that handle, deposit, sign for or, in any manner deal with the funds, moneys and accounts (“the funds”) that are the subject of this Agreement. In particular, any person who is not covered by the insurance under this clause shall not handle, deposit sign for nor in any manner deal with the said funds, moneys and accounts. It is understood that all funds received shall be deposited on the same day and no funds are to be kept on premises overnight; however, night deposits may also be made, although retaining funds at home is unacceptable.

Employee Dishonesty coverage shall be in the amount of one month's gross rental revenues as determined by the Corporation); and may have a deductible of five hundred dollars (\$500). Loss Inside and Loss Outside the Premises Coverage shall be (20%) of the foregoing coverage. Depositors Forgery coverage shall be for a limit of not less than one month's gross rental revenues.

E) Property Floater

The Proponent shall insure all property brought onto the premises or otherwise in their care, custody, and control against direct physical loss or damage. The property insured shall include but not be limited to any stock, inventory, goods for sale, contents, equipment, displays, and kiosks in an amount not less than the actual cash value of the goods.

F) 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 Proponent pursuant to this Section (whatever section it refers to) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Proponent’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 Section (whatever section it refers to). In addition Proponent shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section (whatever section it refers to) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section (whatever section it refers to).

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 direction to grant or withhold its consent to a request to subcontract pursuant to Section (whatever section it refers to), 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 Proponent to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Proponents at its own expense

CERTIFICATE OF INSURANCE

a) Certificate of Insurance

The Manager will provide a Certificate of Insurance five (5) days after this Contract is signed, and annually thereafter confirming the above insurance policies and evidencing that coverage has been placed with an Insurer licensed to do business in Canada.

It shall be the sole responsibility of the manager 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 fulfil its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

b) The Corporation's Responsibilities:

The Corporation shall be responsible for insuring its own goods and chattels (except as otherwise provided herein) and may at its own expense maintain theft insurance for any such goods and chattels of the Corporation located on or about the project. The Corporation agrees to obtain and carry at its own expense necessary public liability and property insurance coverage. Managers are added to CMHC's liability policy as additional insured with respect to the negligence of CMHC, its employees or its agents.

4.29 Access to CMHC Property

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

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

4.30 Suspension of Work and Changes in Specifications

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

4.31 Extras

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

4.32 Closure of CMHC Offices

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

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

Article 5.0 - Contract Administration

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

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

for CMHC;

**Canada Mortgage and Housing Corporation
100 Sheppard Ave E Suite 300
Toronto ON M2N 6Z1**

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

e-mail: _____

for Contractor; _____

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

E-mail: _____

Article 6.0 - Contract Documents

6.1 The Contract documents consist of the following:

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

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

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

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

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

SCHEDULE "B"

REPORTING TEMPLATES

1. Reports due on the 10th of every month

- Balance Sheet
- Bank Reconciliation
- Monthly Statement of Cashflow
- Montly Rent Potential (schedule 1)
- Vacancy Loss (schedule 2)
- Free Rent Promotions (schedule 3)
- Prepaid Rents Applied (schedule 4)
- Arrears Collected (schedule 5)
- Security Deposits/Interest applied or refunded (schedule 6)
- Schedule of Net Arrears/Prepaid (schedule 7)
- Transfer to Bad Debts (schedule 8)
- Sundry Income (schedule 9)
- Security Deposits collected/Refunded or applied to arrears (schedule 10)
- Cash Expenses (schedule 11)
- Management Fee (schedule 12)

2. Reports due on the 1st of every month

- CMHC Form 1619 – Vacancy Report
- Bad Debts and Arrears Schedule

Schedule "C"
Strasburg Square
400-440 Strasburg Road, Kitchener
VENTILATION SYSTEM DISCLAIMER
"Basement Sub-slab Ventilation System"

A ventilation system has been installed in the basement of your home. This system uses a fan to draw air that may include small amounts of methane gas from under the basement floor and avert its entry into the basement. A ventilation pipe that penetrates the basement floor is not to be disturbed. A gas detector has been installed in the basement. It is intended to activate should the level of gas reach a certain minimum level. The detector must not be unplugged or disarmed. If the detector should sound, follow the emergency plan procedures ('Schedule B') provided to you.

Located on the project grounds but outside of the individual units are a number of locked boxes containing an exhaust fan and controls that operate the sub-slab ventilation system. The tenant is to ensure that all occupants of the leased premises are to keep away from these boxes and children are strictly prohibited from climbing on the boxes or otherwise playing with them.

These precautionary measures are intended to control potential underground migration of gases and to render the effect of any presence of such gases negligible. It is essential that these precautionary measures be adhered to. The tenant acknowledges on behalf of himself and all other occupants of the leased premises, as well as guests and invitees, that he has been made aware of and understands the purposes of the precautionary measures in accordance with the aforementioned and agrees to observe and comply fully with them. Any tampering with the system will result in the termination of the lease for impairing the safety of others and damaging the premises.

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TOWNHOUSE NUMBER

TOWNHOUSE NUMBER

DATE

DATE

Schedule D
Strasburg Square
400-440 Strasburg Road, Kitchener

Section 26 – PM Responsibilities

CMHC has taken remedial measures to avert or control the seepage of methane gas into the subject property. This included the installation of a sub-slab ventilation system in the basement of the leased premises. This system uses a fan to draw air that may include small amounts of methane gas from under the basement floor and avert its entry into the basement. A ventilation pipe that penetrates the basement floor is not to be disturbed. A gas detector has been installed in the basement. It is intended to activate should the level of gas reach a certain minimum level. The detector must not be unplugged or disarmed. If the detector should sound, follow the emergency plan procedures outlined in Schedule B enclosed herein.

It is the Property Manager's responsibilities to ensure each existing and prospective tenant fully understands the remedial measures which have been taken for the purpose of alleviating any concerns that the tenant may have with respect to the presence of the methane. The Property Manager shall also specifically draw the tenant's attention to the part of the lease regarding the methane gas. The Property Manager shall advise the tenant of the tenant's responsibility for informing all guests and their invitees or any person lawfully on the leased premises of the precautionary provisions referred to in the lease.

The Property Manager shall immediately report to the Corporation or such other person as the Corporation may designate, any problem or other issue which may occur or develop in respect of the remedial measure taken to avert the entry of methane gas into the individual leased premises.

In the actual tenant lease agreement, the enclosed Schedule A or the Ventilation System Disclaimer, and Schedule B or the Emergency plan should be included and acknowledged by the tenants. All existing and new tenants are required to sign Schedule A and B as proof that they have been informed of and they fully understand the pre-cautionary provisions regarding the methane gas that are contained in these documents. Signed copies of the above noted documents are to be kept in the tenant files at all times and the Corporation may request to review them from time to time. Please also laminate the emergency plan and post it beside the methane gas sensor in each basement.

It is the responsibilities of the Property Manager and the Superintendent that the Methane Gas Ventilation System is being closely monitored at all times. It is also imperative that the Property Manager and the Superintendent fully understand their duties and responsibilities, and the procedures required during an emergency as outlined in Schedule E.

Schedule E

Strasburg Square **400-440 Strasburg Road, Kitchener**

Emergency Plan

The project has been equipped with a Methane Gas Venting System. The Methane Gas Venting System is connected throughout the site and monitors the basement air for any methane gas continuously. Each unit has its own gas sensor/alarm in the basement which is connected to a central monitoring system.

These sensors are very sensitive and must not be opened, covered up or tampered with in any way. Chemical Sprays, i.e., air fresheners, bug sprays, furniture finishes, varnish, model making glues and other vapour producing products are not to be used in the vicinity of the sensor, as they could produce false alarms. The installation of partitions in the basement is also prohibited as they prevent the continuous free flow of air required for efficient monitoring by the sensor.

Each sensor is equipped with a green light which indicates that the unit is working and which should remain on at all time.

The sensors are set at a very low level. There are three levels of alarm which are set at well below the safe gas-to-air concentration levels set by the Ministry of Environment.

All alarms should be taken seriously. The first alarm should be muted and the area vented, but any subsequent alarms should be reported to the Superintendent. However, as the detection level is set so low, there is no need to panic or evacuate the building unless so directed by the Superintendent or the Property Manager.

The Superintendent and the Property Manager are familiar with the working of the monitoring system and are fully prepared to implement emergency procedures should they become necessary.

Strasburg Square
400-440 Strasburg Road, Kitchener

EMERGENCY ORGANIZATIONS

SITE SUPERINTENDENT:

NAME: _____ **TELEPHONE NO.:** _____

IS RESPONSIBLE FOR:

1. establishing liaison with the Property Management Company;
2. **CONDUCTING REGULAR MONTHLY CHECKS TO ENSURE SENSORS ARE WORKING AND HAVE NOT BEEN TAMPERED WITH;**
3. reporting all emergency occurrences, including false alarms to the Property Management;
4. connecting up emergency generators to venting systems sensors in the event of a power failure.

PROPERTY MANAGER:

NAME: _____ **TELEPHONE NO.:** _____

IS RESPONSIBLE FOR:

1. establishing and keeping current a complete rent list of all occupants and contact telephone numbers, with special emphasis on disabled or elderly tenants who may require assistance;
2. establishing liaison with the Gas Venting Systems Monitoring Agency;
3. providing leadership in the event of an emergency. Supervising in search procedures and/or evacuation;
4. establishing liaison with the project owner in order that mutual assistance can be planned;
5. ensuring that Site Superintendent is kept aware of any changes to the following:
 - 5.1 the tenant List

- 5.2 gas venting system.
- 5.3 monitoring process

- 6. ensuring that all tenants are made aware of and understand emergency procedures prior to move-in;

- 7. deciding if outside assistance, i.e. Police, Fire, and Ambulance, is required and calling same;

- 8. supervising hook-up of emergency generators in the event of a power failure.

DUTIES

1. THE TENANT:

If Gas Sensor Alarm Button changes from Green to Yellow, alarm will sound. Tenant to ensure that there is no obvious reason such as chemical fumes from the following:

- varnish,
- furniture stains and finishing products,
- spray air freshener,
- spray insect killer.

If these types of substances have or are being used, follow the following procedures:

- press mute button;
- stop the use;
- vent area by opening windows, etc. and;
- wait.

IF ALARM CONTINUES TO RING, CALL SUPERINTENDENT.

2. SUPERINTENDENT:

When contacted by tenant, re-check unit to ensure all the above procedures have been carried out. In addition, also perform the following procedures:

- contact Property Management Company;
- be prepared to assist with evacuation with particular attention to disabled or elderly tenants;

3. PROPERTY MANAGER:

When contacted by Superintendent, **WILL ON AN AS NEEDED BASIS**, carry out the following procedures:

- ensure all safety procedures have been carried out;
- contact monitoring company for readings;
- be prepared to take control of emergency procedures;
- evacuate tenants;
- contact emergency services;
- care for evacuated tenants;
- assist re-occupation of units when it is deemed to be safe;
- contact C.M.H.C. Representative – Name: Carl Lawrence
Telephone No.: 416-218-3339; report emergency and for consultations if necessary;
- prepare report of incident for C.M.H.C..

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IN THE EVENT THAT EVACUATION OF A UNIT BECOMES NECESSARY, USE THE FOLLOWING PROCEDURES.

The Property Manager, on behalf of the owner, will be Emergency Control Officer.

1. TENANT

- Lock up or take with you all money and/or important documents.
- Lock up unit.
- Proceed to safe location as directed by Emergency Control Officer.
- **DO NOT CONTACT** emergency services unless requested to do so by the Emergency Control Officer.
- Do not return to the unit until instructed by Emergency Control Officer.

2. SUPERINTENDENT

Under the direction of the Emergency Control Officer, will carry out the following procedures:

- Be prepared to assist with evacuation of unit occupants.
- Provide assistance to disabled or elderly evacuees.
- Follow instruction of Emergency Control Officer.
- Connect up emergency generators in the event of power failure.
- Assist in keeping affected areas clear until emergency is over.
- Assist in re-establishing occupancy when emergency is over.

3. PROPERTY MANAGER

In its capacity as Emergency Control Officer and in conjunction with owner, will carry out the following procedures:

- Assess situation.
- Be prepared to assume Emergency Control Officer duties.
- Keep in contact with Monitoring Service to re-assess situation as it progresses.
- Allocate emergency duties to Superintendent if required.
- Call Emergency Services if required.
- Establish safe location for evacuees.
- Ensure that any evacuated units are secure but keys and access are available to emergency services if required.
- Assist Emergency Services as requested.
- Take a Roll call of evacuated tenants.
- Re-establish occupancy when emergency is over.
- Contact C.M.H.C. Representative noted in the above; report emergency and for consultations if necessary;

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TOWNHOUSE NUMBER

TOWNHOUSE NUMBER

DATE

DATE