



# REQUEST FOR PROPOSAL

FOR

Granville Island 2040 – A Vision for Arts & Culture

Date issued: May 9, 2016

Solicitation Closes: 2pm PDT May 25, 2016

Solicitation File Number:  
201601620

Originating Department: Granville Island

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Security Classification: PROTECTED

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## I SECTION I GENERAL INFORMATION

### I.1 Overview of Section I

The purpose of this section is to provide general information about Canada Mortgage and Housing Corporation (CMHC) and this Request for Proposal (RFP). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft agreement, or in certain cases, are terms that are in commonly usage at CMHC.

### I.2 Introduction and Scope

CMHC wishes to enter into an **Agreement** with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of creating a long term Vision for Arts & Culture for Granville Island located in Vancouver, British Columbia.

This Agreement will have an initial term of up to 8 months, subject to revision by CMHC, and is anticipated to range between \$75,000 - \$150,000.

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner. CMHC has no obligation to procure any services, or to compensate any proponent for work done other than as may be set out in a written contract with that proponent.

### I.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’s and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

CMHC has approximately 2,000 employees located at its National Office in Ottawa, and at five Business Centres throughout Canada: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

The administration, management and control of the revitalization of Granville Island was transferred to CMHC by Order-in-council in 1972, as CMHC was already deeply involved in as innovative housing development in the area and it had experience in urban renewal and the skilled resources necessary to carry out the challenge.

## About Granville Island

Granville Island is designed to provide the public with a place to meet, explore and experience a year-round variety of cultural, recreational, educational, commercial and industrial activities. It is recognized as one of the most successful waterfront developments in North America., and is a model for vibrant public spaces. Granville Island is comprised of 15.2 hectares (37.6 acres) of land area, and 2.1 hectares (5.3 acres) of tidal water area representing a major public land holding in close proximity to downtown Vancouver. Situated in False Creek, under the Granville Street Bridge, it is adjacent to the marinas and aquatic activities of both False Creek and English Bay. Granville Island is home to approximately 275 businesses as well as cultural and education facilities that employ over 2,500 people. Granville Island caters to businesses that provide a unique local blend of culture, commerce and crafts. It is also fundamentally, a “people place”, with many areas devoted to public use.

### Map of Granville Island:



## I.4 Purpose of Request for Proposal

CMHC uses an 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. By submitting a proposal, proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

In this RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing best value to CMHC with respect to its requirements.

### **I.5 Service Providers Database**

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC source list.

All proponents **must** be registered with **Public Works and Government Services Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If you are not registered, and you wish to do so, you may access (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148.

### **I.6 Schedule of Events**

The following schedule summarizes significant target dates for the RFP process. These dates are objectives only, and they may be changed by CMHC at its sole discretion. They shall not be considered terms or conditions under which the RFP will be conducted.

Date	Activities
May 9, 2016	Request for Proposal issued
May 16, 2016	Briefing Session
May 19, 2016	Submission of Questions Deadline
May 25, 2016	Submission Deadline
May 2016	Evaluation and Selection of lead proponent
June 2016	Agreement award and finalization with lead proponent
June 2016	Announcement of successful proponent
As requested	Debriefing to unsuccessful proponents

### **I.7 Mandatory Requirements**

Throughout this RFP, certain requirements are identified as mandatory. Compliance with mandatory requirements will be assessed by CMHC in its sole discretion.

A mandatory requirement is defined as:

- a minimum standard that a proposal must meet in order to be considered for further evaluation;
- a requirement that must be met in order for the proponent to substantially comply with the requirements of the RFP; and
- a term that must be included in any Agreement that results from the RFP

Mandatory requirements are identified in:

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

**Caution:** Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a mandatory requirement, all proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in section 2.4.

## **1.8 Procurement Policy Re: The Environment**

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP process to help 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 describes any environmental preferences associated with this procurement.

## **1.9 Proponent Feedback**

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether it be positive or negative. 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 an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as **Proponent Feedback RFP # 201601620 Granville Island 2040- A Vision for Arts & Culture** to the name and address provided in Section 2.4.

Any proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4.

### **1.10 Income Tax Reporting Requirement**

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The lead proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting agreement. Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

## **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 a Mandatory Compliance Checklist as Appendix C to the RFP. The Checklist is provided for the benefit of proponents prior to submission of their proposals, to help them ensure that they have complied with all mandatory requirements. Non-compliance with a mandatory requirement will result in the proposal being eliminated from further consideration.

### **2.2 Certificate of Submission**

### **MANDATORY**

The Certificate of Submission, attached as Appendix A, summarizes some of the mandatory requirements set out in the RFP. As noted in Section 1.7, it is also a mandatory requirement

that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent.

Should a proponent not include the signed Certificate of Submission with its proposal, the proponent will be notified by CMHC and will have 48 hours from the time of notification to meet this requirement.

### **2.3 Delivery Instructions and Deadline**

Timely and correct delivery of proposals to the specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of a failure to deliver a proposal as specified are borne by the proponent. CMHC will not assume those risks or responsibilities under any circumstances.

CMHC only assumes responsibility for proposals once it has received the proposals by means of the specified delivery method. For the purposes of this section, the time of delivery is deemed to be the time recorded by the CMHC representative receiving the proposal.

#### **Method of Delivery**

Proposals must be delivered by hand, registered mail or courier to the address set out below. **Proposals sent by facsimile machine or e-mail will not be accepted and will not be eligible for consideration.**

#### **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 be addressed exactly as follows:

**Canada Mortgage and Housing Corporation – Granville Island Office  
1661 Duranleau Street, 2<sup>nd</sup> Floor  
Vancouver, BC V6H 3S3  
PROPOSAL CALL: Granville Island 2040 – A Vision for Arts & Culture**

#### **Language of Proposal**

Proposals may be submitted in English or French.

#### **Number of copies**

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

### 2.3.1 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. PDT (local Vancouver time), on May 31, 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 contact person:

*Monika Morrison, Senior Advisor, Procurement*  
*Fax: 613-748-2079*  
*mmorriso@cmhc.ca*

Changes to this RFP document will only be effective if issued by CMHC in writing as described below. Proponents are therefore strongly cautioned to request that all clarification, direction and changes be provided in writing, as information given orally by any person within CMHC shall not be binding upon CMHC.

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all proponents, will be answered by CMHC in writing and distributed to all proponents by facsimile, e-mail or GETS. The identity of the proponent making the inquiry will not be included in the response. Any questions of a proprietary nature must be clearly marked as such.

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 proponents by e-mail or GETS.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received less than **five calendar days** prior to the closing date.

### 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, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only, and proponents will not be allowed to revise their proposal during this process.

### 2.6 Proponent Contact



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

## 2.7 Offering Period

## MANDATORY

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the proponent until such time as an Agreement is negotiated and executed, not to exceed sixty (60) days following the closing date.

## 2.8 Changes to Proposals

Changes to a proposal are permitted, provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted.

Any 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. Where the new proposal is intended to replace all or part of an earlier proposal, it must be accompanied by a clear statement specifying the sections of the earlier proposal that are replaced by the new proposal.

## 2.9 Multiple Proposals

Proponents interested in submitting more than one proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

## 2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted as an addendum to a proposal.

Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

## 2.11 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents

remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFP.

By submitting a proposal, proponents waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of wilful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This section is intended to be a complete waiver of the proponent's right to claim damages subject to the limited exception noted above.

## 2.12 Verification of Proposals

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

## 2.13 Ownership of Responses

All proposals and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to proponents. Proponents are not entitled to any compensation for any work related to, or materials supplied in the preparation of their proposals.

The proponent warrants that the proponent possesses all rights necessary to satisfy this requirement. The proponent hereby certifies that it has waived, or has obtained a waiver in favour of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright. The proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal which are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**". Proprietary and confidential markings shall be included beside **each item or at the top of each page containing information that the proponent wishes to protect from disclosure.**

CMHC will take steps to protect proponents' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to proponents based on the inadvertent or unintentional disclosure of proprietary information.

Proponents are further advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to

federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the proponent of the required disclosure prior to releasing the information.

## **2.14 Proprietary Information**

Information about CMHC that is contained in this RFP document is to be considered proprietary information of CMHC. It is made available for the sole purpose of providing proponents with sufficient information to prepare responses to the RFP. Proponents and other readers of this document may not make any other use of information contained in the RFP.

## **2.15 Corporation Identification**

Proponents agree that they will not make any use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

## **2.16 Declaration with respect to Gratuities**

By submitting a proposal, the proponent certifies that no representative of the proponent, or any individual or entity associated with the proponent has offered or given a gratuity (e.g. an entertainment or gift) or other benefit to any CMHC employee, Board member or Governor-in-Council appointee with the intention of obtaining favourable treatment from CMHC.

## **2.17 Conflict of Interest**

The proponent and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The proponent shall then, upon direction of CMHC, take steps to eliminate the conflict, potential conflict or perception that a conflict of interest exists.

The successful proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the proponent's duties to that third party and the proponent's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the proponent.

## **2.18 Declaration with respect to Bid Rigging and Collusion**

By 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 five working days, but may take longer, depending on the circumstances.

If they are not security cleared, the proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this RFP. The failure of an individual to obtain security clearance shall not relieve the successful proponent from any of its obligations under this RFP and any resulting agreement.

## **2.20 Briefing Session**

A proponents' conference will be held at CMHC's Office on Granville Island – 1661 Duranleau Street, Vancouver on May 16, 2016. The conference will begin at 2:00 pm in the Administration meeting room.

Proponent representatives are invited to attend this briefing session during which the requirements outlined in this RFP document will be reviewed and any questions will be answered.

The proponent is requested to confirm attendance with CMHC prior to the proponents' conference. Proponents are to provide CMHC, in writing, the names of the representatives of the proponent who will be attending and a list of questions that they wish to table, via email to Mark Hsu – [mhsu@cmhc-schl.gc.ca](mailto:mhsu@cmhc-schl.gc.ca) no later than 2 days prior to the proponents' conference.

Any clarifications or revisions to the RFP that result from the proponents' conference will be addressed by means of a communication to proponents or a formal amendment to the RFP document.

## **2.21 Joint Venture Responses**

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing and describe the proposed roles and responsibilities of each party.

The proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the proponent and CMHC will be directed through the contact person.

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

## **2.22 Non-Disclosure of CMHC Information**

Under this section, “CMHC Information” refers to any and all information of a confidential nature, including all personal information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of by CMHC in order to complete this RFP process and to fulfill the requirements of any resulting agreement. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the proponent.

The proponent understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive, unless otherwise specifically agreed to in writing by CMHC. The proponent agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the proponent’s response to this RFP, or perform the work or services under any resulting agreement.

The proponent further 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 proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Without limiting the generality of the foregoing, the proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the proponent 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 proponent 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 proponent 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, act in good faith 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 proponent with the information necessary to develop a responsive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied.

#### **3.2 Mandatory Requirements**

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

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

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

#### **3.3 Statement of Work**

CMHC Granville Island is seeking the services of a consultant with expertise in the development of comprehensive arts & culture visions and plans and public engagement to assist in the development of a *Vision of Arts and Culture* for Granville Island. Consortium bids will be considered.

The goal of this project is a Plan that sets out a bold vision for Granville Island in 2040, accompanied by a clear rationale and possible strategies for how this vision can be achieved. This work will be based on rigorous analysis of the specific conditions pertaining to Granville Island, a robust public engagement program, thoughtful and creative problem solving, and clear and persuasive writing and graphic design.

CMHC has engaged the services of Dr. Michael Stevenson, former President of Simon Fraser University, to oversee the successful completion of the Granville Island 2040 project. This includes overseeing the work of consultants, as well as an advisory committee made up of planning design experts, leaders in the arts & culture community, stakeholders, CMHC

representatives and others. In their proposals, proponents should plan to provide Dr. Stevenson with regular status updates, both written and in-person. The proponent should also contemplate potential presentations to be made to the Granville Island 2014 Advisory Committee.

## Granville Island 2040

Granville Island 2040 is a project to establish a long-range plan for Granville Island that will help guide how the Island develops and thrives over the next 25 years. It aims to ensure the long term sustainability of the Island – economically, socially and environmentally – and to preserve its identity and core values. The Granville Island 2040 visioning and planning project will look at: Land Use and Development; Transportation; Arts and Culture; and Governance.

### Granville Island's long-term goals

The Granville Island 2040 project has several foundational goals such as:

- Expanding the variety of land uses, activities and experiences for the enjoyment of the public
- Better attracting and accommodating people of all ages, incomes and backgrounds
- Creating a more vibrant and continuous streetscape
- Continuously improving the Island's environmental performance, including becoming a centre of excellence for sustainability

### Granville Island Planning Principles

Granville Island uses a set of planning principles to help guide all planning and development projects on the Island. These are:

- Ensure financial sustainability
- Retain and enhance the Granville Island 'experience' (e.g., unique, local, artistic, diverse, pedestrian-oriented, animated, 'a people place', etc.)
- Preserve and build on the historic character of Granville Island
- Maintain an accessible destination for a diverse range of people
- Encourage alternative forms of access
- Ensure barrier-free access
- Promote safety and security
- Support sustainable development initiatives – economic, social and environmental
- Take an incremental approach to change



## Granville Island 2040 – A Vision for Arts & Culture

Granville Island is one of the densest cultural districts in Canada. Home to six performance venues, more than 35 annual festivals and events, several resident theatre companies and a thriving artist and artisan community, Granville Island is at the centre of arts and culture in the City of Vancouver.

Granville Island is a dynamic place that constantly surprises, offering new experiences and opportunities for discovery with its lively combination of attractions, events and personalities. Education in the arts, for children, youth and adults, fosters new and emerging talent. Granville Island is at its core a creative and fun place to be.

The arts and cultural community makes a vital contribution to the Island's unique character and economic success by providing ongoing attractions for visitors and local residents. Major challenges for the local arts community include affordability, the need for new gallery and multi-purpose spaces and the ongoing challenge of both producing and selling works of art.

### 3.3.2 Key Deliverables

As the project must be complete on or before November 30, 2016, CMHC Granville Island will be seeking a consultant with a demonstrated capacity to deliver exceptional quality products under significant time pressure.

In order to ensure Granville Island retains its place at the heart of a thriving arts and cultural community Canada Mortgage & Housing Corporation – Granville Island (CMHC) is seeking proposals to develop a long term renewed vision of arts and culture for the Island. This vision will showcase the Island as a place for artistic and cultural activities in the broadest sense of the definition of culture i.e. – artistic, artisanal, performance, culinary, etc.

Proponents will be required to establish a vision of arts programming for all demographics including the Island's current customer base and desired future visitor profile.

An examination of existing indoor performance venues and outdoor public spaces forms part of this proposal to determine optimal use and animation opportunities.

Additionally, the vision will need to provide recommendations for the most effective administrative model for managing arts and culture on Granville Island.

Included in this work will be research into best practices in other similar venues, where applicable, to ensure Granville Island is seen as a leader in arts and cultural innovation and programming.

Proponents will also be required to evaluate the current level of financial and other support provided to arts and cultural activities on Granville Island and make recommendations for a sustainable funding model considering various potential revenue sources – keeping in mind that Granville Island operates on a self-sustaining financial model.



CMHC will be engaging a communications consultant to develop overarching goals and objectives for community consultation and communication for all projects related to the Granville Island 2040 project.

The successful proponent will be required to complete a consultation process as part of this project to determine best practices and develop recommendations. The proponent will need to coordinate any consultation process with the successful proponent of *the Granville Island 2040 – Land Use Vision & Strategy* and other consultants as necessary. In the response to this proposal, Proponents should provide a strategy to garner the input and support of key interest groups as well as recommended tactics and actions for a robust consultation plan. i.e. workshops, town halls, surveys etc.

## **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

<b>#</b>	<b>Item</b>
4.3	Covering Letter
4.4	Executive Summary
4.5	Proponent's Qualifications
4.6	Response to Statement of Work
4.7	Project Management Plan
4.8	Financial Information
4.9	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 1.7 for a description of mandatory requirements.

### **4.3 Covering Letter**

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

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

#### **4.4 Executive Summary**

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

- (a) Key features of the proposal, features that make the proposal advantageous for CMHC, innovative approaches to meeting the requirement and cost-saving opportunities.
- (b) A brief statement of the proponent's qualifications to meet CMHC's stated requirements.

#### **4.5 Proponent's Qualifications**

#### **MANDATORY**

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

- (a) The successful proponent must demonstrate their knowledge and experience as a leader in the Arts & Cultural Community including the development of long term visions and plans, and in holding public consultations with the capacity to deliver exceptional quality products under significant time pressure.
- (b) A description of the proponent's organization, its history, legal status, number of full-time employees and areas of specialization.
- (c) Résumés for all personnel who would be assigned to the project, including subcontractors, if any.
- (d) A list of references that includes five most recent contracts of a similar size and scope which the proponent currently holds or has held. References must include a brief description of the work performed under the contract, the name and address of the other party to the contract, and a contact person name and phone number. By providing this information, the proponent provides consent to CMHC to contact the contact persons for the purpose of collecting information relating to the quality of work provided by the proponent.
- (e) Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

#### **4.6 Response to Statement of Work**

#### **MANDATORY**

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

#### **4.7 Project Management Plan**

The proponent shall describe its project management plan including:

- (a) **Project Management Approach.** The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority. All work, including a final report with recommendations, associated with this RFP must be completed no later than November 30, 2016. The Proponent must submit a detailed preliminary schedule that clearly demonstrates their ability to meet the reporting deadline and that they are able to commence work immediately upon award of the contract.
- (b) **Quality Control.** The proponent shall describe its approach to quality control including:
  - details of the methods used in ensuring quality of the work, and
  - response mechanisms in the case of errors, omissions, delays, etc.
- (c) **Status Reporting to CMHC.** The proponent shall describe its status reporting methodology, including details of written and oral progress reporting methods. Proponents should plan for regular updates throughout the project especially at the key deliverable stages set out in the Statement of Work.
- (d) **Work Schedule.** The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) **Interface with CMHC & its representatives.** The proponent shall describe and explain
  - its intended interface points with CMHC & its representatives
  - all available interface mechanisms, and
  - how interface issues and difficulties will be resolved.
- (f) The proponent's plan for ensuring continuous improvement of its practices and procedures for delivering the services.

#### **4.8 Financial Information**

Proponents are not expected to submit confidential financial information with their proposal, however CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Once a lead proponent is selected following the RFP evaluation process, CMHC may request the financial information necessary to confirm the financial capacity of the proponent. This section details the review that may be conducted and the documents that are required of the lead proponent.

Failure to comply with the financial information submission requirements set out in 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).

##### **4.8.1 Financial Capacity Review**

### **Sole Proprietorships**

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required. Where financial statements are available, they should accompany the foregoing statement.

#### **4.9 Pricing Proposal**

#### **MANDATORY**

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 proponent must submit a fixed (firm) price for the services outlined in this RFP. In addition, the proponent must submit pricing information that indicates how the fixed price was calculated including the number of hours and charge out rates for each person that will work on the project.

## **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 an agreement.

CMHC commits to conducting the evaluation process in a fair and objective manner and treating all proponents equitably. To this end, it has set out detailed terms and conditions and evaluation criteria which will be applied uniformly to all proponents.

As per section 2.11, by submitting a proposal, proponents agree to relinquish all causes of action, claims, complaints or demands that they may have against CMHC arising out of its evaluation of proposals, the alteration of any terms and conditions, the failure to evaluate any proposal, the failure to sign an agreement with a proponent, or the termination of this RFP process.

**CMHC intends to conduct the RFP process such that the proposal that represents the best value to CMHC, based on its operational requirements, is selected. The lowest cost proposal will not necessarily be selected. CMHC reserves the right to reject any or all proposals in whole or in part on the basis of this principle.**

### **5.2 Limitation of Damages**

The proponent, by submitting a proposal and subject to section 2.11, agrees that under no circumstances will it claim damages in excess of the reasonable costs incurred by the proponent in preparing its proposal. The proponent waives any claim for loss of profits or other indirect or special damages.

### **5.3 Evaluation Table**

The Evaluation Table as provided in Appendix “B” lists 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 will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B". Once individual evaluations are complete, the Evaluation Committee members will discuss their scores 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 process.

Each compliant proposal that meets the minimum upset scores in each category shall then be evaluated using the greatest score evaluation process where the Proponent obtaining the highest overall score will be deemed the lead proponent.

### **5.5 Financial Evaluation**

Once a lead proponent is identified, CMHC may carry out a credit check and/or a financial capacity on the lead proponent. The financial evaluation will be based on the information that is requested as per Section 4.8 of this RFP.

The financial evaluation is a pass/fail evaluation to determine whether the lead proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the lead proponent passes the financial evaluation, CMHC is then in a position to begin contract negotiations. If the lead proponent fails the evaluation, it is disqualified from further consideration.

### **5.6 Proponent Selection**

Once a lead proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that proponent to incorporate some or all of its proposal into an agreement.

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.

By submitting a proposal, proponents agree that if they are selected as lead proponent, they will enter into contract negotiations in a timely manner and in good faith, and within the framework of the RFP and the proponent's response to the RFP.

Announcement of the successful proponent will be made to all proponents following the signing of an agreement.

## **6 SECTION 6 DRAFT AGREEMENT**

## 6.1 Overview of Section 6

Attached in Section 6.2 is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

Terms and conditions identified as “Mandatory” in the RFP or draft Agreement must be included in the agreement. The proponent’s proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting contract.

**Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent’s proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the proponent is selected by CMHC to enter into a contract.**

For the purposes of this section the term “Contractor” refers to the successful proponent with whom CMHC enters into an agreement.

## 6.2 Draft Agreement

## DRAFT AGREEMENT

CMHC FILE No. 201601620

### THIS AGREEMENT (the “Agreement”)

**BETWEEN CANADA MORTGAGE AND HOUSING CORPORATION**

Granville Island Office  
1661 Duranleau Street  
Vancouver, BC V6H 3S3  
(hereinafter referred to as "CMHC")

**AND [Click here to enter text.](#)**

(hereinafter referred to as "the Contractor")  
(individually a “Party”, collectively the “Parties”)

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

#### Article 1.0 - The Services

- 1.1 The Contractor covenants and agrees to provide consulting service related to creating a *Vision for Arts and Culture* for Granville Island in accordance with the Statement of Work attached as Appendix “A” (the “Services”). *{Provide general description of services.}*
- 1.2 The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.

#### Article 2.0 - Term of the Agreement

- 2.1 The term of the Agreement shall be for a period of 8 months commencing on the signing of this agreement. (the “Initial Term”)



## 2.2 Termination

### ***No fault termination***

Notwithstanding article 2.1 above, CMHC may terminate the Agreement for any reason with no penalty or charge by giving thirty (30) days written notice at any time during the Term.

### ***Termination for Default of Contractor***

CMHC may, by giving 10 days prior written notice to the Contractor, terminate this Agreement without penalty or charge for any of the following reasons:

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is 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 Agreement; or
4. 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.

CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

### ***CMHC's Obligations upon Termination***

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

### ***Contractor's Obligations upon Termination***

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor's standard rates.

### **2.4 Termination Assistance**

Commencing prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as 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.

## **Article 3.0 – Financial**

- 3.1** In consideration of the performance of the services, 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 the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ [Click here to enter text](#). for Services provided during the initial term of the Agreement. Pricing increases may be negotiated for each successive renewal term where applicable.
- 3.2** The amount payable to the Contractor by CMHC pursuant to article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each 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 or the appropriate provincial taxing authorities all taxes payable on the Services.
- 3.4 Invoicing**

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. 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.

All invoices must make reference to this Agreement by quoting CMHC file number [Click here to enter text.](#)

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

### **3.5.1 Method of Payment**

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor is responsible for providing CMHC with all the information set out in section 3.5.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

### **3.5.2 Direct Deposit and Income Tax Reporting Requirement**

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments 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 CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to

ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

### **3.6 Audit**

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. 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 CMHC'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 CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

## **Article 4.0 - General Terms and Conditions**

### **4.1 Intellectual Property Rights**

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright. Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

### **4.2. Confidentiality and Non-Disclosure of CMHC Information MANDATORY**

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained.

Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor.

**The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and**

**sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement.**

**In the event that a breach of confidentiality occurs, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.**

Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Contractor further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

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 other information by physical or electronic means. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity 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, or other competent authority, 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, take all reasonable steps 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.

#### **4.3. Contractor's Indemnification**

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. 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.

CMHC shall have the right to assume control of its own defense at any time, provided that it assumes the costs of its defense.

#### **4.4. Independent Contractor**

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

#### **4.5. 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 any way.

#### **4.6. Corporation Identification**

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

#### **4.7. Conflict of Interest**

**MANDATORY**

The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has 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.

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

#### 4.8. Insurance

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

- cross liability including severability of interest clause
- blanket contractual liability
- Canada Mortgage and Housing Corporation to be added as additional insured
- non-owned automobile
- employer's liability (or confirmation that all employees are covered by Worksafe BC)
- contractor's liability to include operations of independent contractors (if not provided then each subcontractor must provide a Certificate of Insurance confirming that they have liability insurance as detailed in the RFP)
- 30 days prior written notice of cancellation to CMHC Granville Island

b) The Contractor will provide and maintain Professional Liability insurance for a limit of not less than \$2,000,000. The policy will provide 30 days prior written notice of cancellation to CMHC Granville Island, 1661 Duranleau Street, Vancouver, BC V6H 3S3. Coverage is to include Contractor's employees and Contractor's Agreement



employees (if applicable) as named insureds.

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

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

#### **4.9. No Limitation**

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

#### **4.10. Non-Compliance**

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

#### **4.11. Force Majeure**

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

#### **4.12. Non-Waiver**



Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

#### **4.13. Laws Governing Agreement**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable. The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of British Columbia as appropriate in the circumstances.

The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the services or the performance of the Agreement.

#### **4.14. Final Report**

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 shall be attached as appendices; and
- (iii) the report shall stipulate that the copyright remains with CMHC.

Upon request, the Contractor will supply, an executive summary of the main findings and recommendations of the final report and a copy of the report in any standard format that CMHC may prescribe, in accordance with CMHC's information technology requirements.

#### **4.15. Publication**

In the case of a report that is in the nature of a research report, CMHC is under no obligation to publish all or part of the final report. CMHC has the right to edit or publish the final report, in part or in its entirety and shall be the sole judge of those parts of the final report, or those materials and reports, that it considers for publication. CMHC may, at its discretion, delete references to the Contractor in the edited version of the final report.

Where the Contractor wishes to publish the final report or its associated materials, the Contractor must request written permission from CMHC to publish all or part of the final reports. The Contractor must also acknowledge the ownership of copyright by 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). CMHC makes no representations as to the accuracy or fitness of the contents for any particular purpose.”

#### **4.16. Official Languages**

#### **MANDATORY**

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the Act. The Contractor further understands and agrees to ensure that services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

#### **4.17. Access to CMHC Property**

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement 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 for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

#### **4.18. Suspension of Services and Changes in Specifications**

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Section 3.1 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.

#### **4.19. Extras**

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

#### **4.20. Assignment of the Agreement**

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all

times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

#### **4.21. Closure of CMHC Offices or Suspension of Operations**

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where 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, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

#### **4.22. Severability**

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

#### **4.23. Scope of Agreement**

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

#### **4.24. Binding**

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

### **Article 5.0 - Agreement Administration**

#### **5.1 Contract Administrator**

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in section 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC

representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

## 5.2 Notices

All invoices and notices issued under the Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

To CMHC at the following address:

### **Canada Mortgage and Housing Corporation**

Name Janet Flowers  
Title General Manager  
1661 Duranleau Street, 2<sup>nd</sup> Floor  
Vancouver, BC V6H 3S3

Phone: 604-666-8160  
Fax: 604-666-7376  
Email: [jflowers@cmhc.ca](mailto:jflowers@cmhc.ca)

To the Contractor at the following address:

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

Phone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#)

E-mail: [Click here to enter text.](#)

## Article 6.0 - Documents comprising the Agreement

6.1 The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- (a) This form of Agreement as executed [Click here to enter text.](#);
- (b) CMHC's Request for Proposal dated [Click here to enter text.](#);
- (c) The Contractor's submitted Proposal dated [Click here to enter text.](#); 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 documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

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

**THE CONTRACTOR**

**CANADA MORTGAGE AND HOUSING CORPORATION**

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **SCHEDULE "A"**

### **TERMS OF REFERENCE**

To be completed upon contract negotiations.

**SCHEDULE "B"**

**MANNER OF PAYMENT**

To be completed upon contract negotiation.

## 7 SECTION 7 APPENDICES

### APPENDIX A

### MANDATORY

#### 7.1 Certificate of Submission

\_\_\_\_\_ hereby:  
Company Name Procurement Business Number (PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
- II. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
- III. 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;
- IV. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2 of the RFP;
- V. 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;
- VI. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
- VII. 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;
- VIII. certifies that this proposal was independently arrived at, without collusion;
- IX. 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 an Agreement or favourable treatment under an Agreement;
- X. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- XI. 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;
- XII. (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).
- XIII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
- XIV. 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.
- XV. 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 \_\_\_\_\_, 20\_\_\_\_ 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 0 to 5	UPSET SCORE	SCORE AxB
<b>Proponent’s Qualifications (Section 4.5)</b>  a) knowledge and experience b) description of the proponent’s organization c) Résumés d) References e) Information about office location(s)	25		100	
<b>Response to Statement of Work (Section 4.6)</b>  In this section, the proponent should provide detailed information relative to the specifications listed in Section 3, The Statement of Work.	40		160	
<b>Project Management Plan (Section 4.7)</b>  a) Project Management Approach b) Quality Control c) Status Reporting to CMHC d) Work Schedule e) Interface with CMHC f) Plan for continuous improvement	20		80	
<b>Pricing Proposal (Section 4.9)</b>  In this Section, the proponent must provide a response relative to the pricing of its proposed solution.	15			
<b>TOTALS</b>	100			

## APPENDIX C

### 7.3 Mandatory Compliance Checklist

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Submission Deadline           | Section 2.3.1                         |
| <input type="checkbox"/> Offering Period               | Section 2.7                           |
| <input type="checkbox"/> Proponent's Qualifications    | Section 4.5                           |
| <input type="checkbox"/> Response to Statement of Work | Section 4.6                           |
| <input type="checkbox"/> Project Management Plan       | Section 4.7                           |
| <input type="checkbox"/> Pricing Proposal              | Section 4.9                           |
| <input type="checkbox"/> 7.1 Certificate of Submission | (Section 7 Appendices,<br>Appendix A) |