



REQUEST FOR PROPOSAL

FOR

***ON RESERVE TECHNICAL SERVICE(S) PROVIDER(S) FOR THE PROVINCE OF
MANITOBA***

Date issued: May 14, 2019

Solicitation Closes: June 6, 2019

Solicitation File Number: RFP-000099

Originating Department: Commercial Operations

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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about 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.

1.2 Introduction and Scope

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a supplier(s) for the purpose of providing technical services in support of CMHC’s On-Reserve Non-Profit Housing Program and CMHC’s Renovation programs in the province of Manitoba.

This Agreement will have an initial term of up to one year, with two one-year renewal options, not to exceed a cumulative total of three years.

Preference will be given to firms that are willing and able to provide quality service in the whole province of Manitoba.

1.2.1 Procurement Policy Re: Aboriginal Procurements

CMHC has established a *Procurement Policy for Aboriginal Business*, an initiative to increase the representation of Aboriginal businesses in contract awards.

This procurement has been set aside under CMHC’s Aboriginal Procurement Policy. In order to be considered under this policy, firms must certify that they qualify as an Aboriginal business as defined in the Aboriginal Procurement Policy (see below) and that they will comply with all requirements of this policy. The successful proponent must agree to comply with eligibility auditing provisions regarding its status as an Aboriginal Business, as established by the Aboriginal Affairs Secretariat of Aboriginal Affairs and Northern Development Canada.

As of the date of closing of this RFP, any company wishing to declare itself to be an Aboriginal business must complete the Certification of Verification, located in Appendix B, remit this form as part of their bid proposal, declare its commitment to remain within this classification for the duration of the contract and agree to comply with eligibility auditing provisions regarding its status as an Aboriginal Business.

Definitions Relating to Aboriginal Procurement Policy

A) Business

A business can include a sole proprietorship, limited company, co-operative, partnership or not-for-profit organization.

B) Aboriginal Business

An Aboriginal business must meet the following criteria:

- at least 51 percent of the firm is owned and controlled by Aboriginal people, and

- at least one third of the firm's employees, if it has six or more full time staff, must be Aboriginal.

C) Joint Venture or Consortium

If the firm is a joint venture or consortium, it must meet the following criteria:

- at least 51 percent of the joint venture or consortium must be controlled and owned by an Aboriginal business or businesses, as defined above.

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 approximately 1,800 employees located at its National Office in Ottawa, and at five Business Centers throughout Canada: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

1.4 Purpose of Request for Proposal

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 Agreement with that Proponent.

CMHC uses an RFP to describe its requirements, ask Proponents 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 lead 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.

1.5 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 Proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

1.6 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 14, 2019	Issue Date of RFP
May 24, 2019	Deadline for Questions
May 29, 2019	Deadline for Response to Questions
June 6, 2019	Submission Deadline
July 2019	Evaluation - Lead Proponents
August 2019	Anticipated execution of Agreement

1.7 Mandatory Requirements

This RFP contains mandatory requirements as identified by using “must”, “shall” and “will” throughout this RFP which denote imperative (“mandatory”). In addition, this RFP contains mandatory submission requirements and mandatory technical requirements as outlined in Section 5 – Evaluation and Selection.

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. In the event that CMHC elects to waive or revise 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.

1.9 Direct Deposit and Income Tax Reporting Requirement

All payments and transfers of funds under any resulting contract will be made by means of EFT direct deposit, unless an exception is requested in the proposal and is approved prior to execution of a contract.

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 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.

1.10 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-000099 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.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

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

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

The time of delivery for the purposes of this section is deemed to be the time recorded by the CMHC system receiving the proposal, and not the time the proposal was sent by the proponent.

Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that Proponents submit larger proposals in multiple smaller files.

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

Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed, as they assume the risk of delays in transmission and receipt.

Address for Delivery

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

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: **CMHC RFP-000099 and company name.**

Please also indicate the number of emails submitted e.g. email 1/1 or 1/3, 2/3 and 3/3 as applicable.

Format

Proposals may be submitted in MS Word or Adobe Acrobat PDF.

Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC and will not be considered.

Proposal Opening and Verification Period

All EBID proposals received on or before the closing date and time specified in this RFP, will be opened for verification by CMHC. If at that time, CMHC is unable to open a proposal, the proponent will be so advised and provided an opportunity to resubmit a version that can be opened within 2 hours of notification.

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:

June 6, 2019 at 2:00 p.m. Eastern Time (Ottawa Time)

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 to the following contact person:

Tracy Rutherford, Procurement Officer

trutherf@cmhc-schl.gc.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 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 after the deadline for questions 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 during the RFP process and until such time as an Agreement is negotiated and executed.

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 and be received no later than the submission deadline.

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 (1) 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 willful 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 favorable 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 (5) 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 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.

2.21 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 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.

Consideration will be given to responses from proponents that can provide services throughout the province of Manitoba and each Proponent must clearly identify the area within the province of Manitoba for which they are capable of providing the required services. Should more than one Proponent be selected, CMHC reserves the right to divide the volume of work between Proponents in a way which best meets our business requirements.

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 Requirements.

The Mandatory Compliance Checklist is located at Appendix D.

3.3 Terms of Reference

Canada Mortgage and Housing Corporation is a federal government agency governed by the National Housing Act (NHA). The NHA sets out the programs that CMHC delivers to help Canadians meet their housing needs. CMHC has adapted some programs to meet First Nation on-reserve housing needs. The programs are:

1. On-Reserve Non Profit Housing Program (under Section 95 of the NHA)
2. Physical Condition Reviews
3. Renovation Programs (RRAP and SEP)(under Section 51 of the NHA)

Small firms are encouraged to cooperate with those firms that can provide quality service in more than one region within the province of Manitoba (“lead firms”). Lead firms submitting a proposal are responsible for and must arrange any subcontracting work and agreements with small firms which have local presence. The lead firm submitting a proposal, however, will be CMHC’s point of contact for every day service, quality and billing. More than one lead firm may be selected.

The Contractor is responsible for managing the requests from CMHC for these services to ensure adherence with the Statement of Work and associated turnaround times. The Contractor will have a plan in place to ensure that the distribution of the work is completed in an efficient and cost effective manner (i.e. multiple reviews completed during a visit to a Community or geographical area). The Contractor is also expected to have good hiring practices in place to

ensure qualified subcontractors are retained to complete the services requested under this Agreement.

There are three types of services that will be requested:

1. On-Reserve Non Profit Housing Program (Section 95) Progress Advance Validations
2. Physical Condition Reviews
3. Renovation Programs reviews

The proponents can anticipate that request for reviews will be for properties located in First Nation communities in Manitoba with the majority being located in rural areas.

CMHC does not guarantee a minimum or maximum number of service visits that will be assigned under this Agreement. However, to assist the proponent in preparing a response CMHC estimates that the approximate number of annual requests will be as indicated in the table below:

Estimated Annual Service Requests in Manitoba				
Year	Section 95 Progress Advance Validations (max 6 per unit)	Physical Condition Reviews (max 1 per unit)	Renovation Programs (max 2 per unit)	Total
2019	604	192	40	836
2020	592	196	40	828
2021	580	200	40	820

3.3.1 On-Reserve Non Profit Housing Program (Section 95)

This program assists First Nations in the construction, purchase and rehabilitation, and administration of suitable, adequate and affordable rental housing on-reserve. CMHC provides a subsidy to the project to assist with its financing and operation.

Eligible projects include new construction, acquisition and relocation of existing units, acquisition and improvement of existing units or a combination of these projects.

Technical Service Provider responsibilities:

The Technical Service Provider completes progress advance reviews to allow CMHC to advance funds for the project based on work completed. **It should be noted that this type of service is strictly for the purpose of progress advancing and does not include an inspection for building code compliance purposes.**

1. Travel to the site with the First Nation representative and complete a walk-through of the site or building.
2. During the walk-through, write the percentage completion of components.
3. Complete and sign the progress report and submit to CMHC for processing.

CMHC's requirement for Progress Advance Validations will be used to confirm the percentage of work completed for new and renovated housing projects of one or more units for financing purposes only. The reviews will be required at varying stages of completion or for other situations as deemed necessary by CMHC.

The number of service visits required will be determined by CMHC in consultation with the First Nation and/or builder. However, fees will only be paid up to a maximum of six visits.

3.3.2 Agreement Administration of the Social Housing Stock On-Reserve

Physical Condition Reviews (PCR)

Under the Section 95 program, CMHC and First Nations sign operating agreements that remain in place until the loans are fully repaid. The agreements identify key responsibilities under the terms of the program for CMHC and First Nations including but not limited to the amounts of the subsidy payments, the general maintenance and upkeep of the projects and the annual reporting.

Under the agreement, the First Nations must ensure that the units are kept in a satisfactory state of repair. Therefore, CMHC undertakes physical condition reviews of each project on a five year cycle.

Purpose of the PCRs

- To monitor the condition of housing projects.
- To help assess the adequacy of replacement reserve funding.
- To help assess maintenance practices.

CMHC First Nations Housing staff are the main clients for Physical Condition Reviews. The Officers review the reports and uses the review information captured by the Technical Service Providers to help monitor the ongoing financial and physical health of the projects. CMHC may share the results of the PCR's with the First Nation.

CMHC will provide to the Technical Service Provider a full list of the PCRs to be completed at the beginning of the contract and each year thereafter, no later than March 15th.

Technical Service Provider responsibilities

The Technical Service Provider completes a physical condition review of the dwelling unit, establishes a list of necessary repairs/deficiencies, completes a report and enters the information into CMHC's shared database.

Physical Conditions Reviews are to be completed in fair weather conditions when the Technical Service Provider is able to view the complete interior and exterior condition of the dwelling.

The report shall be completed in the Physical Condition Review database and will include the following:

- Identify any major building components that are found to be in unsatisfactory condition from a performance point of view and/or safety concern
- Assess the priority level of the deficiency and give a priority rating of 1 to 5 years
- Describe the cause when possible or recommend further investigation
- Identify the most cost-effective means to correct
- Provide a cost estimate
- Identify whether the work is considered to be a maintenance or capital replacement item and
- Provide photos (max of 5) of the property and store in the PCR database

All completed Physical Condition Reviews are to be returned to CMHC in a fully automated format, via CMHC's Physical Condition Reviews database. To access the database the proponent is required to connect to the internet using a current internet browser such as Google Chrome, Firefox, Internet Explorer.

3.3.3 Renovation Programs On-Reserve

CMHC renovation programs, such as Residential Rehabilitation Assistance Program (RRAP) and Shelter Enhancement Program (SEP), offer financial assistance to repair substandard homes to a minimum level of health and safety and to improve the accessibility of housing for persons with disabilities.

How the program works

- The First Nation determines the priority of homes to be repaired.
- An initial review is undertaken to determine if the property qualifies for assistance in accordance with Program Guidelines and the RRAP Standards for Rehabilitation.
- A Work Description report identifying all the eligible repairs is completed based on the RRAP Standards for Rehabilitation.
- Upon approval of the contractor's estimates by CMHC and completion of the work thereafter, funds are released by CMHC to the First Nation.
- Funding is advanced based on the final progress review confirming that the work has been completed as per the Work Description approved by CMHC.

Eligibility

- Household income is at or below the income limit established by CMHC for the geographic area in which the First Nation is located. CMHC is responsible for confirming.
- Units must be at least five years old.
- There must be at least one qualifying repair from one of the following: structural, electrical, plumbing, heating, fire safety or overcrowding according to the RRAP Standards for Rehabilitation.
- In the case of RRAP for Persons with disabilities, accessibility work must be directly related to the persons' disability, related to housing and/or shall provide access to permanently installed basic facilities within the dwelling.

- SEP projects must be emergency and second-stage housing for victims of family violence requiring major repair.

Work that starts before loan approval by CMHC does not qualify.

Technical Service Provider responsibilities

The Technical Service Provider's role in the Renovation programs involves:

1. Being familiar with the Residential Rehabilitation Assistance Program (RRAP) Standards for Rehabilitation (Homeowner and Rental/Rooming House) and Eligible Modifications for RRAP for Persons with Disabilities.
2. Conducting preliminary site review of the property for repairs or modifications that qualify for program assistance. Being able to identify building performance problems, the cause of the problems and determining the appropriate corrective measure to address the problems.
3. Preparing detailed work specifications for each eligible repair item in a clear and concise manner to allow the program officers and contractors to understand the work that is being recommended.
4. Providing a cost estimate for each work item including all material, labour and any applicable taxes.
5. When requested, reviewing contractors' estimates.
6. Visiting the property to confirm that the work was fully carried out as per the detailed work specifications, preparing a final or progress review report and sending it to CMHC or its representative.

3.4 Insurance

The Service Provider shall, at its own expense, procure and maintain **or cause to be procured** and maintained in force for the duration of this Agreement, the following insurance requirements;

A) Commercial General Liability Insurance

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal injury
- broad form property damage
- products and completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability

- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).

B) Professional (Errors & Omissions) Liability

Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000. The policy will provide 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Service Provider and Service Providers employees and contract employees (if applicable) as named insured. The Service Provider shall ensure that the policy is renewed continuously for a minimum period of **five (5) years** following the expiration or early termination of this Agreement.

C) Automobile Insurance

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)

Fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with a limit of not less than \$*tbc* for any one loss. The policy shall extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract.

E) Workers Compensation

The Service Provider shall abide by the rules and regulations pursuant to the workmen's compensation laws of the province where the work is performed and shall ensure permitted subcontractors abide by same.

Other conditions

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

All insurance policies required to be maintained by Service Provider pursuant to this Section 3.4 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 Certificates 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 3.4.

In addition, the Service Provider shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 3.4 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 3.4 .

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 3.4, the Service Provider 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 Service Provider 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 Service Provider at its own expense.

3.5 Turnaround Time Requirements

The successful proponent will be required to complete each request within the allotted turnaround time as specified below. It should be noted that a request is only deemed complete once the actual on-site review has been carried out and a complete report is received by CMHC or entered in the shared database.

Turnaround times for each service required are as follows:

Service Required	Required Turnaround Time
Section 95 - Progress Advance Validation	Within 10 business days following CMHC’s request
Section 95 - Physical Condition Review	50% of assigned properties to be completed by July 31 st ; 75% of assigned properties to be completed by September 30 th ; 100% of assigned properties to be completed by December 1 st . (Note that list of PCRs required annually will be provided by March 15 th of each year)
Renovation Program - Initial Review/Work Description	Within 20 business days following CMHC’s request
Renovation Program – Progress/Final Review	Within 10 business days following CMHC’s request

3.6 Quality Assurance Reporting Requirements

The proponent must have a process, product or service to ensure the quality, accuracy, and reliability of Progress Advance Validation reports, PCRs and for the Renovation Program reports. The proposal **must** provide a detailed description of the quality assurance validation checks and/or procedures performed and the frequency with which they take place.

As a minimum, CMHC will require the successful proponent to provide quality assurance reports on a quarterly basis, however monthly reports are preferred. The quality assurance reports should include a detailed account of any deficient or inaccurate reports as well as a description of the corrective actions being taken.

The proposal must include a sample quality assurance report form, along with any other quality assurance products or services. The proposal must also include a detailed description of the quality assurance validation checks and/or procedures that will be used by the Selected Contractor when preparing the quality assurance reports.

CMHC also requires the proponent to cooperate with CMHC's quality assurance practices in the review and validation of the proponent's product or service quality.

3.7 Performance Management

The successful proponent will send a monthly performance status report indicating the number of service visits, by type and by geographic region. The report will show the percentage of reviews with turnaround times at or below the performance standard as well as above the performance standard, by type and by geographic region (based on business days from the time CMHC's initial request was sent to the proponent to the time completed).

The successful proponent will also send regular reports of the results of quality control procedures performed, as described by the proponent in Section 3.6 Quality Assurance Reporting Requirements. These reports are preferred to be provided monthly and must not be provided less frequently than quarterly.

3.8 Security Clearance

The proponent shall ensure that any and all of its employees, consultants, contractors and any other individual required to have access to protected or confidential information shall hold a reliability status clearance in accordance with CMHC policy. CMHC will be responsible for the processing of security screenings in accordance with the Government Standard on Security Screening.

3.9 Innovation and Added Value

CMHC values and welcomes innovative initiatives from proponents. Innovation can be demonstrated by seeking opportunities to make effective decisions and improve organizational performance or in finding other innovative ways to provide added value to our mutual clients.

The proposal should identify such opportunities and demonstrate how these services and/or actions could qualify as an innovative solution to CMHC.

Examples of innovation are, but not limited to, new or improved methods of communication allowing for better turnaround time, new mechanisms that would better identify misrepresentation and possibly avoid fraud, a quality-assurance process enabling better results and better performance for CMHC.

3.10 Invoicing

The successful proponent will be required to provide electronic monthly invoices, in Microsoft Excel format, for each of the Progress Advance Validations, Physical Condition Reviews and Renovation Program reviews completed.

The format is included in Appendix F and must include at a minimum, the following data:

- Supplier Name (including address, contact number, email address)
- GST/HST/QST number or Business number
- Purchase Order number will be provided by CMHC
- CMHC account number and phase number
- Property address or lot number
- Description of Service
- Date of Service
- Service Type (less than 250kms, greater than 250kms, or remote)
- Invoice number
- Invoice date
- Order ID
- Service Price
- GST
- HST
- QST
- Total Cost

Invoices will not be processed for payment until complete service reports are received.

3.11 Technical Requirements

The Contractor is required to electronically access CMHC's PCR database to input data and manage the access of their subcontractors. To access the database it is recommended that device minimum requirements are those that are JAVA compatible (e.g. Java 7.0 or Java 8.0):

Windows

- Windows 8 (Desktop)

- Windows 7
- Windows Vista SP2
- RAM: 128 MB
- Disk space: 124 MB for JRE; 2 MB for Java Update
- Processor: Minimum Pentium 2, 266 MHz processor
- Browsers: Internet Explorer 9 and above, Firefox, Chrome

Mac OS X

- Intel-based Mac running Mac OS X 10.8.3+, 10.9+
- Administrator privileges for installation
- A 64-bit browser (Safari, Firefox, or Chrome for example) is required to run Oracle Java on Mac OS X.

Linux

- Oracle Linux 5.5+1
- Oracle Linux 6.x (32-bit), 6.x (64-bit)2
- Oracle Linux 7.x (64-bit)2
- Red Hat Enterprise Linux 5.5+1, 6.x (32-bit), 6.x (64-bit)2
- Ubuntu Linux 12.04 LTS, 13.x
- Suse Linux Enterprise Server 10 SP2+, 11.x
- Browsers: Firefox

Solaris System Requirements

- See supported Java 8 System Configurations for information about supported platforms, operating systems, desktop managers, and browsers.

Please Note: Java software installation and support is available at java.com.

The Contractor will have an administrator who will provide IT support as required. (I.e. issuing user names, passwords, dealing with the IT process etc.)

3.11.1 IT Security Requirement

Once identified as a successful proponent, the supplier must:

- Provide initial proof that a Threat and Risk Assessment has been completed and actioned
- Conduct 3rd party Threat and Risk assessment on their network for the life of the contract and provide documented proof of completion
- Provide proof a network vulnerability scan has been conducted in the last year and actioned
- Conduct 3rd party Network Vulnerability Scan on network for the life of the contract and provide documented proof of completion.

3.12 Verification as an Aboriginal Business

If the Proponent has been certified as an Aboriginal Business, the successful proponent must agree to comply with eligibility auditing provisions regarding its status as an Aboriginal Business, as established by the Aboriginal Affairs Secretariat of Aboriginal Affairs and Northern Development Canada.

The successful proponent agrees to immediately furnish to CMHC, such evidence as may be requested by CMHC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of CMHC, who may make copies and take extracts from the evidence. The business agrees to provide all facilities for audits and to furnish information requested by CMHC with respect to the certification.

3.13 Additional Responsibilities

The successful proponent will agree to:

- Ensure that all involved parties work as a team;
- Work in partnership with CMHC to make the planning, management and operation of services cost-effective and efficient;
- Provide official notification to CMHC prior to the occurrence of significant changes of their organization which may have an impact on services delivered;
- Operate in accordance with government security policies, standards, guidelines, etc.;
- Monitor performance against Service Level Reports to ensure services are delivered;
- CMHC reserves the right to audit the proponent and conduct its own monitoring.

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
4.3	Covering Letter
4.4	Proponent's Qualifications
4.5	Response to Statement of Work
4.6	Quality Control Process
4.7	Financial Information
4.8	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 principals.
- (c) The primary contact person with respect to this RFP: the individual's name, address, contact number by phone, and contact e-mail address.
- (d) The locations of primary and all other offices that would be servicing the contract.

4.4 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 organization, its history, legal status, number of full-time employees and service specialization.
- (b) Résumés for all personnel who would be assigned to the project, including IT administrator and subcontractors, if any.
- (c) A description of the proponent's experience in managing technical requests such as described in the Statement of Work, Section 3.

- (d) Two recent references that includes contracts of a similar size and scope which the proponent currently holds or has held. For each contract, the following information must be provided: company name and address; contact person name and phone number and a brief description of the nature of the work completed under contract. CMHC may approach any such contact person for information relating to the quality of work provided by the proponent.
- (e) Information about office location(s): Which office would provide support services? How many personnel are located in this office and what is their specific experience?

4.5 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.

4.6 Quality Control Process MANDATORY

- a) Quality Control: The proponent shall describe its approach to quality control including:
 - i. details of the methods used in ensuring quality of the work;
 - ii. accuracy of the information in the reports;
 - iii. sample report as described in Section 3.6, provide the form of quality assurance reporting that will be used and shared; and the response mechanisms in the case of errors, omissions, and delays.
- b) Staffing process: The proponent shall describe its hiring practices to ensure qualified subcontractors are retained to complete the services requested.
- c) Status Reporting to CMHC: The proponent shall describe its status reporting methodology, including details of written and oral progress reporting methods.
- d) Interface with CMHC: The proponent shall describe and explain:
 - i. its intended interface points with CMHC
 - ii. all available interface mechanisms
 - iii. how interface issues and difficulties will be resolved
- e) The proponent's plan for ensuring continuous improvement of its practices and procedures for delivering the services.

4.7 Financial Information MANDATORY

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 (such as a credit check or balance sheet etc.) to confirm the financial capacity of the lead Proponent and the lead Proponent must provide the information within seventy two (72) hours of the request.

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 Pricing Proposal MANDATORY

A pricing schedule that includes firm fixed prices is to be provided by the Proponent. The pricing schedule must be submitted as per the table format provided in Appendix E.

The Proponent's pricing must be inclusive of any applicable per diem rates, hourly rates, and any other pre-determined rates associated with the delivery of the services described in this RFP.

Any unusual charges (i.e. charges in addition to those listed above) and/or fee increases will only be allowed on an exceptional basis and will need the prior authorization and approval of CMHC. It is expected that the percentage of unusual charges/fee increases will be at or near 0%.

In Section A of Appendix E, the Proponent must indicate their firm fixed price for each type of service. In Section B, the Proponent must indicate their firm fixed price for travel expenses when travelling less than 250 kms and more than 250 kms. When scheduling service visits the proponent will use the most efficient approach possible. An example would be scheduling multiple reviews within a given community or for communities within the same vicinity.

For remote areas, CMHC will request quotes from the proponent when required. The proponent will submit a quote to CMHC for review and acceptance prior to any remote areas being visited. The quote will include all expenses related to the service provided, including the fee for the service and associated travel expenses. Remote areas include those communities in Manitoba with a population <2,500, which do not have year-round road, rail or ferry access.

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.

Any estimated volumes specified in this RFP are approximations of requirements given in good faith. By submitting a proposal, Proponents acknowledge that any quantities provided are estimates only, and testify to their ability to accommodate increase or decreases in workload as they occur. There is no guarantee on the volumes of service visits which will be requested by CMHC.

Note: CMHC will not reimburse the Proponent for any work related to, or materials supplied in the preparation of the RFP response, or for programming or developmental costs and/or system upgrades or testing that may be required to deliver the requested services to CMHC. All such costs are the sole responsibility of the Proponent and in no event shall CMHC be responsible for paying any amounts in excess of the Proponent's prices quoted in its response.

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.

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 to be evaluated will then 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 C. 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 “lowest compliant bid” evaluation process. The compliant proponent with the lowest pricing shall be named the lead proponent(s).

In the event of two or more compliant proposals with identical pricing the lead proponent would be chosen based on the proposal servicing the greatest number of provinces. If there are two or more compliant proposals with identical pricing and selection of provinces the lead proponent would be chosen based on the highest score in the technical sections.

Special consideration will be given to responses that can provide services for the entire province of Manitoba. As such, each Proponent submitting a proposal, must clearly identify the regions capable of providing the Services in Section C of Appendix E.

5.5 Financial Evaluation

Once a lead proponent(s) 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 outlined in Section 4.7 of this RFP.

The financial evaluation is a pass/fail evaluation to determine whether the lead proponent(s) 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(s) passes the financial evaluation, CMHC is then in a position to begin contract negotiations. If the lead proponent(s) fails the evaluation, it is disqualified from further consideration.

5.6 Proponent Selection

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

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

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

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 XXXXXXXX

THIS AGREEMENT (the “Agreement”)

BETWEEN **CANADA MORTGAGE AND HOUSING CORPORATION**
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7
(hereinafter referred to as "CMHC")

AND _____

(hereinafter referred to as "the Contractor")
(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 technical services on-reserve in accordance with the Statement of Work attached as Appendix A (the “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.
- 1.3** A complete list of CMHC sites to be serviced is provided in the RFP and shall form part of this Agreement.

Article 2.0 - Term of the Agreement

- 2.1** The term of the Agreement shall be for a period of one year commencing on _____ and terminating on _____. (the “Initial Term”)

2.2 Renewal

The Agreement may be renewed at CMHC's sole discretion for two additional, one year terms, not to exceed a cumulative total of three years.

2.3 Termination

No fault termination

Notwithstanding articles 2.1 and 2.2 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 six (6) months 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 \$ **tbd** 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.

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 amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC at the end of each month 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 ****td****.

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 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 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 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 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

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) Commercial General Liability Insurance

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal injury
- broad form property damage
- products and completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Specialist, 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) Professional (Errors & Omissions) Liability

Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000. The policy will provide 30 days prior written notice of cancellation to CMHC's Specialist, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Service Provider and Service Providers employees and contract employees (if applicable) as named insured. The Service Provider shall ensure that the policy is renewed continuously for a minimum period of **five (5) years** following the expiration or early termination of this Agreement.

C) Automobile Insurance

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)

Fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with a limit of not less than \$_____ for any one loss. The policy shall extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract.

E) Workers Compensation

The Service Provider shall abide by the rules and regulations pursuant to the workmen's compensation laws of the province where the work is performed and shall ensure permitted subcontractors abide by same.

Other conditions

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

All insurance policies required to be maintained by Service Provider pursuant to this Section 3.4 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 Certificates 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 3.4. In addition, the Service Provider shall provide written notice to CMHC

forthwith upon learning that an insurer described in this Section 3.4 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 3.4.

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 3.4, Service Provider 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 Service Provider 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 Service Provider 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 Manitoba and the laws of Canada as applicable. The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Manitoba 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. Access to CMHC Property and Security Clearance

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.

CMHC may require employees of the Contractor to be security cleared in order to permit them access to CMHC premises when and if required. If they are not security cleared, the Contractor 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 Agreement.

4.17. 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.

4.18. 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.

4.19. 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.

4.20. Key Persons and Assigns

If specific individuals are identified in the Agreement to perform the Services or any part thereof, the Contractor shall provide the Services of those individuals unless the Contractor is unable to do so for reasons beyond its reasonable control.

If the Contractor is unable to provide the Services of any specific individual identified in the Agreement, it shall, as soon as possible, give notice to CMHC of the reason rendering it is unable to do so and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval.

The Contractor shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in the Agreement to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the Contractor shall immediately comply with the order and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval. The fact that CMHC does not order that any individual stop performing the Services does not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

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: _____

Title: _____

Address: _____

Phone: _____

Email: _____

To the Contractor at the following address:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

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 _____;
- (b) CMHC's Request for Proposal dated May 14, 2019;
- (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.

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**

Name

Name

Title

Title

Date: _____

Date: _____

Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK

To be completed and agreed upon with successful Proponent.

Draft Agreement - SCHEDULE "B" - FEES

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, CMHC shall pay the Contractor the fees identified below (plus applicable taxes).

To be completed and agreed upon with successful Proponent.

7 SECTION 7 APPENDICES

7.1 APPENDIX A

MANDATORY

Certificate of Submission

Company Name

Procurement Business Number (PBN)

hereby:

1. 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;
2. agrees to comply with all of the draft Agreement mandatory clauses in an unaltered form as stated;
3. 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;
4. 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;
5. 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;
6. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
7. 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;
8. certifies that this proposal was independently arrived at, without collusion;
9. 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 Agreement or favourable treatment under an Agreement;
10. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
11. 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;
12. (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).
13. 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.
14. 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.
15. 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 _____, 2019 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.

7.2 APPENDIX B

Certification of Verification as an Aboriginal Business

MANDATORY

1. I, _____
[Name of duly authorized representative of business] hereby certify that I/we meet, and shall continue to meet throughout the duration of the contract, the requirements qualify as an Aboriginal business as set out in the following definition, which I have read and understand.

A business may include a sole proprietorship, limited company, co-operative, partnership or not-for-profit organization.

An Aboriginal business must meet the following criteria:

- at least 51 percent of the firm is owned and controlled by Aboriginal people, and
- at least one third of the firm's employees, if it has six or more full time staff, must be Aboriginal.

If the firm is a joint venture or consortium, at least 51 percent of the joint venture or consortium must be controlled and owned by an Aboriginal business or businesses, as defined above.

Please check the applicable boxes in 2 and 3 below.

2. The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,

OR

The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.

3. The Aboriginal business or businesses have fewer than six full-time employees.

OR

The Aboriginal business or businesses have six or more full-time employees.

4. The aforementioned business agrees to immediately furnish to CMHC, such evidence as may be requested by CMHC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of CMHC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by CMHC with respect to the certification.

5. It is understood that the civil consequences of making an untrue statement in the solicitation documents, or of not complying with the requirements of section 1 above or failing to produce satisfactory evidence to CMHC regarding the requirements of section 1 above, may include: forfeiture of the security; retention of the holdback; disqualification of the business from participating in future contracts under the CMHC Aboriginal Procurement Policy; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of section 1 above, CMHC may engage another contractor to complete the performance of the contract and any additional costs incurred by CMHC shall, upon the request of CMHC, be borne by the aforementioned business.

6. Date _____ Signature _____

Title (Duly authorized representative of business) For: _____
(Name of Business)

7.3 APPENDIX C

Evaluation Criteria

	A	B	C	D
EVALUATION CRITERIA	WEIGHT 100 Total	POINTS 0 to 5	UPSET SCORE	SCORE AxB
Has the Proponent provided the Certification of Verification declaring itself to be an Aboriginal Business?	YES		NO	
Proponent’s Qualifications (4.4) (a) Description of the firm (b) Qualifications of personnel and subcontractors – training of personnel & subcontractors (c) Experience (d) Location of Office	30		90	
Response to Statement of Work (4.5) Does the proposal demonstrate that the Proponent will comply with CMHC business service standards as specified in the RFP, including turnaround times, and geographic coverage?	40		120	
Quality Control Process (4.6) (a) Quality Control measures (b) Staffing Process (c) Status Reporting to CMHC (d) Interface with CMHC (e) Plan for continuous improvement of practices and procedures (f) Sample quality assurance report form (g) Proof of network vulnerability scan has been conducted in the last year and actioned	25		75	

	A	B	C	D
EVALUATION CRITERIA	WEIGHT 100 Total	POINTS 0 to 5	UPSET SCORE	SCORE AxB
Innovation and Value Added (3.9) Does the proposal demonstrate innovative solutions that improve CMHC organizational performance and provide better quality products	5		N/A	
TOTALS	100			
All proponents must meet upset score in each of the above criteria to proceed to the Pricing evaluation below.				
Did the proponent meet the upset scores in each of the above criteria?			YES	NO
The proponent, meeting all of the above upset scores and submitting the lowest price proposal will be deemed the lead proponent.				
Criteria 5 – Pricing (Section 4.8) Lowest Priced Proposal meeting upset score?		YES	NO	

7.4 APPENDIX D

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 4.4 |
| <input type="checkbox"/> Response to Statement of Work | Section 4.5 |
| <input type="checkbox"/> Quality Control Process | Section 4.6 |
| <input type="checkbox"/> Financial Information | Section 4.7 |
| <input type="checkbox"/> Pricing Proposal | Section 4.8 |
| <input type="checkbox"/> Certificate of Submission | Section 7 Appendices, Appendix A |
| <input type="checkbox"/> Certification of Verification as an
Aboriginal Business (if applicable) | Section 7 Appendices, Appendix B |
| <input type="checkbox"/> Pricing Response | Section 7 Appendices, Appendix E |

7.5 APPENDIX E

MANDATORY

Pricing Response

In responding to the RFP the Proponent should complete all sections. The Proponent is expected to make all efforts to reduce travel costs associated with the service visits.

A. Cost of each service by type (fees provided are exclusive of all applicable taxes):

RFP Section	Service Type	Maximum number of visits	Fee per service
3.3.1	On-Reserve Non Profit Housing Program (Section 95)	6	
3.3.2	Agreement Administration of the Social Housing Stock On-Reserve (Physical Condition Reviews)	1	
3.3.3	Renovation Programs On-Reserve		
	Initial Review	1	
	Progress/Final Review	1	

B. All inclusive rate for travel related expenses:

Distance	Fee
Up to 250kms	
More than 250 kms	

C. Areas for which proponent can provide services (please check all applicable boxes):

The whole province of Manitoba:

Certain regions of Manitoba:

Please list regions and include postal code:
