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REQUEST FOR SUPPLY ARRANGEMENT (RFSA)

For

LEGAL SERVICES

Request for SA No.:	RFSA-000137
Issued:	January 31, 2020
Submission Deadline:	March 24, 2020 by 11:00 am Ottawa local time
Address Inquiries to RFSA Contact:	Daniela C. Michaud
Email RFSA Contact:	dcmichau@cmhc-schl.gc.ca

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PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFSA

Canada Mortgage and Housing Corporation (“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.

CMHC has approximately 2,000 employees located at its National Office in Ottawa, and at various business centres throughout Canada. The business centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

With this Request for Supply Arrangement (“RFSA”), CMHC is seeking prospective respondents to qualify in accordance with the evaluation process outlined in *Part 2 – Evaluation and Selection* for eligibility to provide legal services for various areas of law and as further described in Appendix C.

Respondents may submit responses for any or all of these categories, and depending on the results of the evaluation, respondents may be selected to be listed in more than one category:

- Category A. General Corporate and Commercial Advisory Services
- Category B. Employment and Labour and Pension and Benefits
- Category C. Litigation and Dispute Resolution
- Category D. Finance
- Category E. Real Estate
- Category F. Capital Markets
- Category G. Other

Following the completion of the RFSA process, CMHC may issue directed contracts and/or perform an invitational second stage competitive process amongst the SA Holders for individual requirements. Please refer to Sections 1.3 – *Master Retainer Agreement* and 1.4 *Contracting Process* below.

1.2 RFSA CONTACT

For the purposes of this procurement process, the “RFSA Contact” will be:

Daniela C. Michaud, Senior Officer Procurement
dcmichau@cmhc-schl.gc.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, appointed officials or other representatives of CMHC, other than the RFSA Contact, concerning matters regarding this RFSA. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

1.3 MASTER RETAINER AGREEMENT

Selected respondents (refer to Section 2.2 Ranking and Selection) will be invited to enter into a Supply Arrangement (“SA”) in the form set out in Appendix D (the “Master Retainer Agreement”), which will govern the potential subsequent provision of the scope of work and deliverables (collectively the “Deliverables”) pursuant to a directed contract and/or invitational second stage competitive process (“Contracting Process”). The term of the Master Retainer Agreement is to be

for a period of five (5) years. Selected respondents who have signed the Master Retainer Agreement are hereinafter referred to as the “SA Holder”.

1.4 CONTRACTING PROCESS

Contracts for specific Deliverables will be governed by the Master Retainer Agreement and will be issued to SA Holders by completing Annex A of the Master Retainer Agreement as per the following:

1. In accordance with Section 3.1.9, this RFSA does not provide the selected SA Holders with any exclusive rights to the provision of the Deliverables outlined herein or the right to provide any services whatsoever. CMHC reserves the right to contract with other firms to obtain services referenced herein, the same as or similar to the Deliverables or may obtain such goods and services internally.
2. CMHC reserves the right to issue a contract to any selected SA Holder, or to other firms as described in Section 1 above, based on their qualifications, experience, continuation of services (retaining knowledge on existing files), legal jurisdiction across Canada, expertise (specialized area of law), urgency and/or availability, costs and so on, at CMHC’s sole discretion.
3. As part of issuing a contract for specific Deliverables, CMHC reserves the right to negotiate the Deliverables and rates equal or lower than the SA Holder’s agreed upon ceiling rates.

1.5 RFSA TIMETABLE

Issue Date of RFSA	January 31, 2020
Deadline for Questions	February 17, 2020 by 02:00 pm Ottawa local time
Deadline for Issuing Addenda	February 28, 2020
Submission Deadline	March 24, 2020 at 11:00 am Ottawa local time
Anticipated Evaluation Deadline of Shortlisting Respondent’s (up to 40)	April/May 2020
Anticipated Execution of Master Retainer Agreements	May 2020

The RFSA timetable is tentative only and may be changed by CMHC at any time. Changes will be communicated in accordance with Section 3.2.2.

1.6 SUBMISSION OF RESPONSES

1.6.1 Procurement Business Number

CMHC utilizes the Supplier Registration Information (SRI) database maintained by Public Works and Government Services Canada as the Official CMHC source list. All respondents must be registered with Public Works and Government Services Canada prior to submitting a response. The Procurement Business Number (PBN) provided by this registration must be included with the respondent’s response. If respondents 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>

1.6.2 Responses to be submitted at the prescribed location

Response submissions must be emailed to CMHC's electronic bid submission system (EBID) to the address indicated below:

Email Address: EBID@cmhc-schl.gc.ca ("Submission Location")

Responses sent to any other e-mail address will be rejected.

Please be advised that EBID has a size limitation of 10 MB. Respondents may submit their response in multiple smaller files indicating the number of emails submitted (for example: email 1/3, 2/3, 3/3) in the body of the email.

Upon receipt of responses an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that respondents follow up with the RFSA Contact should they not receive said confirmation within thirty (30) minutes of submission.

1.6.3 Responses to be submitted on time

Responses must be submitted pursuant to Section 1.6.2 above and on or before the submission deadline: March 24, 2020 at 11:00 am **Ottawa local time** ("Submission Deadline")

Responses submitted after the Submission Deadline will be rejected. CMHC does not accept any responsibility for responses delivered to any other location or by any other means by the respondent. Respondents are advised to make submissions well before the Submission Deadline. Respondents making submissions near this deadline do so at their own risk. Responses will be deemed to be received when they enter into CMHC's systems and CMHC accepts no responsibility for responses sent prior to this deadline that fail to enter into CMHC's systems by the Submission Deadline. For the purposes of this section, the time of delivery is deemed to be the time recorded by CMHC's systems.

1.6.4 Responses to be submitted in prescribed manner

Respondents must submit their response to the Submission Location provided under Section 1.6.2. Responses are to be prominently marked with the **RFSA title and number** (see RFSA cover) **in the subject line**, and with the full legal name and return address of the respondent in the body of the email.

Individual files are to be submitted in Microsoft Word, Excel or pdf format and named as follows, depending on which category the respondent is submitting a response to:

For example (if various categories):

Category 1 *respondent name*

Category 2 *respondent name*

Category 3 *respondent name*

Note: Rich Text formatted or compressed (zipped) documents cannot be opened by CMHC.

1.6.5 Amendment of responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment by email prominently marked with the RFSA title and number and the full legal name and return address of the respondent to the Submission Location. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

1.6.6 Withdrawal of responses

At any time throughout the RFSA process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSA Contact and must be signed by an authorized representative of the respondent. CMHC is under no obligation to return withdrawn responses.

1.6.7 Validity period of responses

It is a deemed condition of every response that the terms of the response including all terms relating to pricing, shall remain valid and binding on the respondent for the duration of the RFSA process.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 STAGES OF EVALUATION

CMHC will conduct the evaluation of responses and negotiations in the following three (3) stages:

2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. The mandatory submission requirements are set out in Section H of the RFSA Specifications (Appendix C). Only respondents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A.

2.1.2 STAGE II – EVALUATION

Stage II will consist of the following two sub-stages:

A. Mandatory technical requirements

CMHC will review the responses to determine whether the mandatory technical requirements set out in Section I of the RFSA Specifications (Appendix C) have been met. Questions or queries on the part of CMHC as to whether a response has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Only respondents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

B. Rated criteria

CMHC will evaluate each qualified response on the basis of the rated criteria as set out in Section K of the RFSA Specifications (Appendix C).

2.1.3 STAGE III – PRICING

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix B).

2.2 RANKING AND SELECTION

Based on the evaluation of the responses in Stage II and III, the up to forty (40) top-ranked qualified respondents, of which the number is determined at CMHC's sole discretion, will be selected to enter into a Master Retainer Agreement for inclusion on a prequalified supplier list for eligibility to participate in potential Contracting Processes.

Notwithstanding anything to the contrary in this RFSA and prior to awarding a Master Retainer Agreement, CMHC reserves the right in its sole and absolute discretion to exercise any or all of the following rights, alone or in combination with each other, to:

2.2.1. Evaluate or accept response(s):

- i. Which in CMHC's sole and absolute discretion substantially comply with the requirements of this RFSA; or
- ii. In whole or in part without negotiations.

2.2.2. Enter into negotiations with:

- i. Any or all respondents on any or all aspects of their response, to ensure CMHC's operational requirements are met and to promote best value;
- ii. Any or all respondents, or any prospective persons or entities capable of delivering the required services but who may not have submitted a response to this RFSA in the event, in CMHC's sole and absolute discretion, no or insufficient responses meet the requirements of this RFSA; or
- iii. Tied respondents in the event of a tie between two or more respondents.

2.2.3. Conduct a best and final offer process:

With any or all respondents in which respondents are invited to revise their financial offers in circumstances where CMHC deems it appropriate in CMHC's sole and absolute discretion.

2.3 NOTIFICATION OF TOP-RANKED RESPONDENTS

The qualified respondents selected by CMHC to enter into the Master Retainer Agreement in accordance with the process set out in *Part 2 – Evaluation and Selection* will be so notified by CMHC in writing. Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section J of the RFSA Specifications (Appendix C) and to enter into the Master Retainer Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

2.4 SCORING BY THE EVALUATION TEAM

The following scoring matrix has been developed to assist the Evaluation Team (a committee of CMHC employees with the right to vote) in the scoring process of the rated criteria detailed in Appendix C, Section K:

Score	Evaluation Conclusion	Description
10	<u>Complete and clear</u> description provided that <u>exceeds</u> the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the requirement.	Outstanding
9	<u>Complete and clear</u> description provided of the respondent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the requirement.	Excellent
7-8	<u>Above average description</u> provided of the respondent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Very Good
5-6	<u>Average description</u> provided of the respondent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Good

3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the respondent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the respondent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the requirement.	Unsatisfactory
0	<u>Little or no</u> information provided to assess the respondent's ability to meet the criteria.	No Response

Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing which will be evaluated as described in Appendix B.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSA PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 Respondents to follow instructions

Respondents should structure their responses in accordance with the instructions in this RFSA. Where information is requested in this RFSA, any response made in a response should reference the applicable section numbers of this RFSA.

3.1.2 Responses in either official language

The respondent's response may be submitted in English or French.

3.1.3 No incorporation by reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

3.1.4 References and past performance

In the evaluation process, CMHC may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with CMHC or other institutions.

3.1.5 Information in RFSA only an estimate

CMHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSA or issued by way of addenda. Any quantities shown or data contained in this RFSA or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSA.

3.1.6 Respondents to bear their own costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be retained by CMHC

All responses and related materials provided by the respondent shall, as of the Submission Deadline, become the sole property of CMHC and will not be returned to the respondent.

3.1.8 Trade agreements

Respondents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFSA.

3.1.9 No guarantee of volume of work or exclusivity of contract

This RFSA process will not result in any commitment by CMHC to purchase any goods or services from any respondent, and CMHC is under no obligation to proceed with any Contracting Process for the procurement of the Deliverables. CMHC makes no guarantee of the value or volume of the Deliverables that may be required over the term of the Master Retainer Agreement. Neither the Master Retainer Agreement, nor any agreement entered into pursuant to the Contracting Process, will be an exclusive contract for the provision of the Deliverables. CMHC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.10 Ongoing opportunity for qualification

At CMHC's discretion, a notice may be posted on the Government of Canada's tender site www.buyandsell.gc.ca to allow new firms to become qualified. Existing qualified respondents, who have been issued a Master Retainer Agreement, will not be required to submit a new response.

3.2 COMMUNICATION AFTER ISSUANCE OF RFSA

3.2.1 Respondents to review RFSA

Respondents should promptly examine all of the documents comprising this RFSA, and may direct questions or seek additional information in writing by email to the RFSA Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFSA Contact. CMHC is under no obligation to provide additional information, and CMHC will not be responsible for any information provided by or obtained from any source other than the RFSA Contact. It is the responsibility of the respondent to seek clarification from the RFSA Contact on any matter it considers to be unclear. CMHC will not be responsible for any misunderstanding on the part of the respondent concerning this RFSA or its process.

3.2.2 All new information to respondents by way of addenda

This RFSA may be amended only by addendum in accordance with this section. If CMHC, for any reason, determines that it is necessary to provide additional information relating to this RFSA, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSA and may contain important information, including significant changes to this RFSA. Respondents are responsible for obtaining all addenda publicly issued by CMHC. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-deadline addenda and extension of Submission Deadline

If CMHC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CMHC may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, clarify and supplement

When evaluating responses, CMHC may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section I of the RFSA Specifications (Appendix C). CMHC may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

3.3 Notification and debriefing

3.3.1 Notification to other respondents

Once the selected respondents and CMHC have entered into a Master Retainer Agreement, the other respondents will be notified of the outcome of the RFSA process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSA process. All requests must be in writing to the RFSA Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFSA process or its outcome.

Debriefings will be provided in writing.

3.3.3 Procurement protest procedure

If a respondent wishes to challenge the RFSA process, it should provide written notice to the RFSA Contact. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 Conflict of Interest

CMHC may disqualify a respondent for any conduct, situation or circumstances determined by CMHC, in its sole and absolute discretion, that constitute a "Conflict of Interest", as defined in the Submission Form (Appendix A).

3.4.2 Disqualification for prohibited conduct

CMHC may disqualify a respondent or terminate any contract subsequently entered into if CMHC determines that the respondent has engaged in any conduct prohibited by this RFSA.

3.4.3 Prohibited respondent communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 Respondent not to communicate with media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSA or selection of respondents pursuant to this RFSA without first obtaining the written permission of the RFSA Contact.

3.4.5 No lobbying

Respondents must not, in relation to this RFSA or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful respondent(s).

3.4.6 Illegal or unethical conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other representatives of CMHC; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7 Past performance or past conduct

CMHC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process with CMHC or any other organization, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 CONFIDENTIAL INFORMATION

3.5.1 Confidential information of respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CMHC. The confidentiality of such information will be maintained by CMHC, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that as a Crown Corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation. Respondents are also advised that their responses may, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFSA process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSA, questions are to be submitted to the RFSA Contact.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 No Contract A and no claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the principles of law applicable to commercial negotiations. For greater certainty and without limitation:

- (a) this RFSA will not give rise to any Contract A-based concept or any other similar legal concepts or principles that may be applicable to the procurement process; and
- (b) neither the respondent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

Notwithstanding the foregoing or anything to the contrary herein, CMHC's total liability to respondent for any cause of action arising out of or in relation to this RFSA process, giving rise to liability, whether in contract or in tort, shall be limited to the reasonable costs incurred by respondent in preparing its response for matters relating to this RFSA process. In no event, whether in contract or in tort shall CMHC be liable for any indirect, consequential, exemplary, punitive, incidental, or special damages or lost profits, even if CMHC has been advised of the possibility of such damages in advance.

3.6.2 No legal relationship or obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and CMHC by this RFSA process.

3.6.3 Cancellation

CMHC may cancel or amend the RFSA process without liability at any time.

3.7 GOVERNING LAW AND INTERPRETATION

The Terms and Conditions of RFSA Process

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. Respondent information

Please fill out the following form, naming one person to be the contact for this RFSA response and for any clarifications or communication that might be necessary.	
Procurement Business Number (PBN):	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Respondent Submission of Responses

The respondent acknowledges submitting a response for the following categories:

(Please fill out the following form: y = response n = no response)

Category	Response
Category A	
Category B	
Category C	
Category D	
Category E	
Category F	
Category G	

3. Acknowledgment of non-binding procurement process

The respondent acknowledges that this RFSA process will be governed by the terms and conditions of the RFSA and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between CMHC and the respondent unless and until CMHC and the respondent execute a written agreement for the Deliverables pursuant to the Contracting Process.

4. Ability to provide Deliverables

The respondent has carefully examined the RFSA documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSA.

5. Addenda

The respondent has read and accepted all addenda issued by CMHC prior to the deadline for issuing addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No prohibited conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFSA.

7. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSA process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSA process (including but not

limited to the lobbying of decision makers involved in the RFSA process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSA process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section 7(a)(i) above, respondents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1) participated in the preparation of the response; **AND** (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFSA.

If the box below is left blank, the respondent will be deemed to declare that (1) there was no Conflict of Interest in preparing its response; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSA.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSA.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of information

The respondent warrants that neither the respondent nor one or more of the respondent's directors, officers or employees have been convicted or sanctioned for an offence involving bribery, corruption or workplace safety at any time. If such convictions exist, the details of such convictions or sanctions are to be disclosed in the respondent's proposal.

It is understood that CMHC will have the sole discretion to determine whether such convictions are grounds for removing the respondent from further consideration in the RFSA process or requiring that the respondent exclude certain employees from involvement in the provision of goods and/or services contemplated herein.

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by CMHC to the advisers retained by CMHC to advise or assist with the RFSA process, including with respect to the evaluation of this response.

9. Security Clearance

The respondent agrees that it and any of its employees or subcontractors, if applicable, will, at the request of CMHC comply with security screening as outlined in Section E. Security of the RFSA Specifications (Appendix C).

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX B – PRICING FORM

1. Instructions on how to complete pricing form

- a. R. 3: Respondents must provide firm ceiling rates for each resource. A ceiling rate is the maximum unit rate (e.g. hourly) to be paid to the selected SA Holder as established in a Master Retainer Agreement. As part of the solicitation or Contracting Process, a selected SA Holder may offer a rate that is equal to or lower than the ceiling rate.
- b. R. 4: Respondents are encouraged to provide alternative rate models such as discount and/or pro bono models.
- c. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST or PST/GST, which should be itemized separately.
- d. Rates quoted by the respondent shall be all-inclusive and shall include all labour and material costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- e. Rates shall be applicable during the five (5) year term of the resulting Master Retainer Agreement.
- f. Travel expenses are considered separate expenses and will be reimbursed in accordance with CMHC's Travel Policy outlined in the Master Retainer Agreement of Appendix D.

2. Evaluation of pricing

R. 3 Pricing – Hourly Rates (25%)

Pricing is worth 25% of the total score in each category under rated criteria R.3.

Respondents are requested to provide hourly rates for each of the resource levels in each category they are responding to. The resource levels shall be broken down into three (3) sections:

1. Partners: Managing/Senior Partners and Partners;
2. Associates: Senior Associates (5+ years experience), Mid-Level Associates (3-5 years experience) and Junior Associates (0-2 years experience); and
3. Articling Students, Paralegals and Clerks.

The hourly rates for each section shall be averaged and then multiplied by the assigned weighting for each category, as seen below, to determine an overall weighted average hourly rate. The percentage-weighting reflects the area of which most of the work is anticipated. Please refer to the tables in the Pricing Form below for the breakdown of resource titles within each level.

- | | |
|--------------------------------------|-----|
| 1. Partners | 50% |
| 2. Associates | 40% |
| 3. Articling Students and Paralegals | 10% |

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest Overall Weighted Average Hourly Rate/the Respondents Overall Weighted Average Hourly Rate x the Overall Weighting 25%

R.4 Pricing – Alternative rate model (10%)

The alternative rate model is worth 10% of the total score in each category under rated criteria R.4.

This rated criteria will be scored based on creativity and value-add to CMHC as per the scoring methodology set out in *Section 2.4 Scoring by the Evaluation Team*.

3. Pricing Form(s)

R. 3 Pricing – Hourly Rates – Pricing Form(s)

Category	Resource Level	Resource Title	Hourly Rate
Category A. General Corporate and Commercial Advisory Services	1. Partners (50%)		
		1. Managing/Senior Partner	
		2. Partner	
		Average Hourly Rate	
	2. Associates (40%)		
		1. Senior Associate	
		2. Mid-Level Associate	
		3. Junior Associate	
		Average Hourly Rate	
	3. Articling Students and Paralegals (10%)		
		1. Articling Students	
		2. Paralegal	
		3. Clerks	
		Average Hourly Rate	
		Overall Weighted Average Hourly Rate	

Category	Resource Level	Resource Title	Hourly Rate
Category B. Employment and Labour and Pension and Benefits	1. Partners (50%)		
		1. Managing/Senior Partner	
		2. Partner	
		Average Hourly Rate	
	2. Associates (40%)		
		1. Senior Associate	
		2. Mid-Level Associate	
		3. Junior Associate	
		Average Hourly Rate	
	3. Articling Students and Paralegals (10%)		
		1. Articling Students	
		2. Paralegal	

	3. Clerks	
	Average Hourly Rate	
	Overall Weighted Average Hourly Rate	

Category	Resource Level	Resource Title	Hourly Rate
Category C. Litigation and Dispute Resolutions	1. Partners (50%)		
		1. Managing/Senior Partner	
		2. Partner	
		Average Hourly Rate	
	2. Associates (40%)		
		1. Senior Associate	
		2. Mid-Level Associate	
		3. Junior Associate	
		Average Hourly Rate	
	3. Articling Students and Paralegals (10%)		
		1. Articling Students	
		2. Paralegal	
		3. Clerks	
		Average Hourly Rate	
		Overall Weighted Average Hourly Rate	

Category	Resource Level	Resource Title	Hourly Rate
Category D. Finance	1. Partners (50%)		
		1. Managing/Senior Partner	
		2. Partner	
		Average Hourly Rate	
	2. Associates (40%)		
		1. Senior Associate	
		2. Mid-Level Associate	
		3. Junior Associate	
		Average Hourly Rate	
	3. Articling Students and Paralegals (10%)		
		1. Articling Students	
		2. Paralegal	
		3. Clerks	
		Average Hourly Rate	
		Overall Weighted Average Hourly Rate	

Category	Resource Level	Resource Title	Hourly Rate
Category E. Real Estate	1. Partners (50%)		
		1. Managing/Senior Partner	
		2. Partner	
		Average Hourly Rate	
	2. Associates (40%)		
		1. Senior Associate	
		2. Mid-Level Associate	
		3. Junior Associate	
		Average Hourly Rate	
	3. Articling Students and Paralegals (10%)		
		1. Articling Students	
		2. Paralegal	
		3. Clerks	
		Average Hourly Rate	
Overall Weighted Average Hourly Rate			

Category	Resource Level	Resource Title	Hourly Rate
Category F. Capital Markets	1. Partners (50%)		
		1. Managing/Senior Partner	
		2. Partner	
		Average Hourly Rate	
	2. Associates (40%)		
		1. Senior Associate	
		2. Mid-Level Associate	
		3. Junior Associate	
		Average Hourly Rate	
	3. Articling Students and Paralegals (10%)		
		1. Articling Students	
		2. Paralegal	
		3. Clerks	
		Average Hourly Rate	
Overall Weighted Average Hourly Rate			

Category	Resource Level	Resource Title	Hourly Rate
Category G. Other	1. Partners (50%)		
		1. Managing/Senior Partner	
		2. Partner	
		Average Hourly Rate	
	2. Associates (40%)		

	1. Senior Associate	
	2. Mid-Level Associate	
	3. Junior Associate	
	Average Hourly Rate	
3. Articling Students and Paralegals (10%)		
	1. Articling Students	
	2. Paralegal	
	3. Clerks	
	Average Hourly Rate	
	Overall Weighted Average Hourly Rate	

Non-rated:

Describe in detail all fees to be charged, for example travel, telephone calls, and any other expenses to be separately billed. Indicate how billings are specific for each area/case. Also identify billing increments (e.g. 1/10 hour, ¼ hour, etc.)

R.4 Pricing – Alternative rate model – Pricing Form

Please describe any alternative rate models such as any discounts and/or pro bono models within a one (1) single page limit. It is not required to follow a specific form.

APPENDIX C – RFSA SPECIFICATIONS

A. BACKGROUND

In order for CMHC’s internal Legal Services to succeed in its mandate to deliver on complex and time-sensitive initiatives for work that cannot be performed in-house, CMHC is seeking to establish a list of pre-qualified legal firms of various areas of law through this public tendering process.

B. THE DELIVERABLES

Category A. General Corporate and Commercial Advisory Services

- Advise, assist and represent CMHC on a wide range of complex matters, including the following:
 - access to information, privacy, information management and data governance, and other related matters;
 - complex information technology (IT) outsourcing and procurement arrangements;
 - the drafting, negotiation and interpretation of complex commercial agreements, including for the purchase and licensing of technology-related products and services;
 - intellectual property rights, including the registration of intellectual property rights, ownership of technology, licensing and development arrangements, and infringement/enforcement;
 - matters that raise considerations under specialized areas of practice (e.g. Competition law and Indigenous law); and
 - corporate governance, including governance standards and conflict of interest matters.

Category B. Employment and Labour and Pension and Benefits

- Advise, assist and represent CMHC on the full range of employment and employment-related issues, including matters pertaining to the following:
 - Requirements and standards under the Canada Labour Code;
 - Human Rights matters
 - Employment Contracts
 - Occupational Health and Safety
 - Workplace Safety and Insurance
- Advise and represent CMHC on employment-related issues with respect to its unionized staff on Granville Island.
- Advise and represent CMHC in relation to the full range of pension and benefits-related matters.

Category C. Litigation and Dispute Resolution

- Represent CMHC in any claims, demands, or causes of action by or against it in any court or other tribunal;
- Advise and assist CMHC on alternative dispute resolution options, and participate in such dispute resolution procedures

Category D. Finance

- Advise, assist and represent CMHC on a range of complex financing arrangements, including
 - low-cost loans for the construction of rental housing across Canada (Rental Construction Financing Initiative); and
 - partnerships between governments, non-profits, and the private sector for low-cost loans and/or financial contributions to develop mixed-income, mixed-tenure and mixed-use affordable housing uses across Canada (Co-Investment Initiative)

Category E. Real Estate

- Advise, assist and represent CMHC on a range of matters related to real estate (e.g. transfers, closings, etc.) throughout Canada.
- Advise, assist and represent CMHC on matters related to mortgage and judgment enforcement.

Category F. Capital Markets

- Advise, assist and represent CMHC in relation to the following matters:
 - CMHC's securitization guarantee programs (National Housing Act Mortgage-Backed Securities and Canada Mortgage Bonds);
 - CMHC's administration of the legal framework for Canadian covered bonds on behalf of the Government of Canada;
 - investment transactions for CMHC's reserve and pension funds; and
 - financial institution regulation and resolution.

Category G. Other

- Advise, assist and represent CMHC, as required, with any other matter or any other area not specifically covered by this RFSA.

C. WORK LOCATION

Work is expected to be performed remotely from the selected SA Holder's office location.

D. TRAVEL

If travel is required in the execution of the Deliverables, such travel will require written pre-approval by CMHC and will be reimbursed in accordance with CMHC's Travel Policy as outlined in Appendix E.

E. SECURITY

Employees of the respondent and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to commencement of any work under the Master Retainer Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the Master Retainer Agreement on the basis of the results of the criminal records check/security clearance. Each of the respondent's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

F. CMHC DATA

The selected SA Holders must be able to comply with the following: In the event CMHC must share documents containing sensitive and/or protected and/or secret information (including personal information) with the selected SA Holder, the selected SA Holder must be able to comply with applicable privacy legislation and the applicable Canadian Security Acts and Standards and will be required to ensure that such CMHC data resides in Canada.

G. INSURANCE

The selected SA Holders must procure and maintain or cause to be procured and maintained in force for the duration of the Master Retainer Agreement (Appendix D) the following policy coverages:

- Professional Errors and Omissions Liability insurance, with an insurer licensed to do business in Canada with a limit of not less than ten million \$10,000,000 per claim. Coverage is to include, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts, any breach of network security, any privacy breach or transmission of malicious code committed by the SA Holder, its agents or employees in the performance of the services. The SA Holder 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.
- The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.
- A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon request.
- It shall be the sole responsibility of the SA Holder to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation for work performed under the Master Retainer Agreement.

H. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

2. Other Mandatory Submission Requirements

Each response must include the completed Pricing Form (Appendix B).

I. MANDATORY TECHNICAL REQUIREMENTS (MTR)

The following will be assessed on a pass/fail basis:

MTR 1 Respondents must be able to comply with the following: In the event CMHC must share documents containing sensitive and/or protected and/or secret information (including personal information) with the selected SA Holder, the selected SA Holder must be able to comply with applicable privacy legislation and the applicable Canadian Security Acts and Standards and will be required to ensure that such CMHC data resides in Canada.

J. PRE-CONDITIONS OF AWARD

1. Security Measures Assessment

Under rated criteria R.1.7 in *Section K. Rated Criteria* below, respondents are asked to provide proof its firm's systems meets security controls to handle CMHC data classified up to and including Protected B.

Protected B is defined as information where unauthorized disclosure could cause serious injury to an individual, organization or government. Examples include: medical information, information protected by solicitor-client or litigation privilege, and information received in confidence from other government departments and agencies.

If rated criteria R.1.7 has not been responded to or does not demonstrate the required capabilities to safeguard data that is classified up to Protected B information, the respondent must provide to CMHC any or all of the following information, within an agreed upon timeframe, to permit an analysis of the respondent's security measures prior to being awarded a Master Retainer Agreement:

- Provide proof that they have the controls in place to meet Protected B safeguards based on ISA27001:2013, ITSG-33 or equivalent;
- Provide initial proof that a threat and risk assessment has been complete and actioned and provide independent audit reports stating that they are compliant with risk management practices;
- Conduct a 3rd party threat and risk assessment on their network on a yearly basis for the duration of the agreement and provide documented proof of completion;
- Provide proof of a network vulnerability scan that has been conducted in the last year and recommendations were actioned
- Provide proof of application vulnerability scans that have been conducted on all applications that will process CMHC information;
- Conduct a 3rd party network vulnerability scan on network on a yearly basis for the duration of the agreement and provide documented proof of completion. Scans must be conducted for patch/updates of applications or hardware changes; and
- Provide proof that physical security requirements are in place to meet RCMP standards for the safeguarding of Protected B data.

The assessment of the security measures is a pass/fail evaluation to determine whether the selected respondent has the measures required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into a Master Retainer Agreement with CMHC. If the selected respondent passes the assessment of the security measures, CMHC is then in a position to begin contract negotiations. If the selected respondent fails the evaluation, it will not be awarded a Master Retainer Agreement until they are able to comply

Upon request from CMHC's IT Security Risk Management during the term of the Master Retainer Agreement, the SA Holder will provide assurance that security controls are being managed in accordance with a Reliability Status Level Environment both physical and electronic throughout the life of the ensuing Master Retainer Agreement.

2. References

The references provided under rated criteria R.1.3.2 must be deemed successful by CMHC. If the respondent fails such reference check it may be disqualified from further consideration.

K. RATED CRITERIA

The following tables sets out the categories, weightings and descriptions of the rated criteria of the RFSA.

Rated criteria category	Weighting
R.1 Experience and Qualifications of the Firm	40 %
R.2 Experience and Qualifications of the Team	25 %
R.3 Pricing – Hourly Rates (See Appendix B for details)	25 %
R.4 Pricing – Alternative rate models (See Appendix B for details)	10 %
Total	100 %

Response for rated criteria

Each respondent should provide the following in its response in the same order as listed below for each applicable category.

Note: Page limitations are per single-sided pages, minimum font size 11.

R. 1 Experience and Qualifications of the Firm

Note: You must provide the following information only once, regardless of the number of Legal Services categories to which you are submitting a response to.

R.1.1 Firm profile. The firm profile should include:

- Organization name, mailing address, and website;
- Contact name, contact title, email, phone number, alternate contact;
- An overview and history of your firm, including organization history, number of employees, head office and branches;
- Description of key practice areas and services provided, including any particular areas of expertise; and
- A list of the Legal Services categories to which your organization is applying.

R.1.2 Describe your ability to provide services across multiple Legal Services categories, and across multiple jurisdictions within Canada.

R.1.3 Specific Expertise.

Please provide the following information pertaining to your organization's demonstrated expertise for **each** Legal Services category to which you are responding.

R.1.3.1 Describe any prior successfully completed work with CMHC and/or other comparable entities, including federal Crown corporations and financial institutions.

R.1.3.2 Project example per category, as applicable.

Please provide one (1) category-specific project example, per category to which you are responding, for work done by your organization in the past three (3) years that is similar in nature, complexity and size to the requirements specified in this RFSA.

Please include as reference the company name, contact name, company organizational title and email address.

R.1.4 Reputation.

Please highlight the areas your organization is known for, including your key practitioners.

R.1.5 Please describe your approach to delivering the Services to CMHC efficiently, on time and within budget.

R.1.6 Demonstrate your understanding of CMHC's activities and the statutory and regulatory framework within which CMHC operates.

R.1.7 Please provide proof your company's systems meet security controls to handle CMHC data classified up to and including Protected B. Such proof may be one or more of the following example reports or equivalent:

- ISO27001:2013
- ITSG-33
- SOC 1 Report
- SOC 2 Report
- CSEA 3416
- SSAE 18

R.1.8 Please describe your firm's diversity and inclusion vision and strategy.

R.1.9 Please describe your firm's ability to provide services in Canada's both official languages, English and French.

R. 2 Experience and Qualifications of the Team

R.2.1 Provide resumes with qualifications of key lawyers and staff comprising the proposed legal service delivery team.

R.2.2 Please describe the key personnel's level of involvement in performing related work cited in R.1 *Experience of the Firm* above, logic of firm organization and adequacy of labour commitment.

R.2.3 Please include your procedures for delegating work and the types of work given to paralegals, associates and partners in order to provide cost-effective services to CMHC.

L. REFERENCES

CMHC may contact the references provided under R.1.3.2 above and as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFSA Process) and/or as per Section J. Pre-conditions of Award (Appendix C – RFSA Specifications).

APPENDIX D – MASTER RETAINER AGREEMENT

The purpose of this Master Retainer Agreement is to set out the full terms and conditions applicable to your retainer pursuant to Request for Supply Arrangement RFSA-000137 (the “**RFSA**”).

1. **Scope of Services**

On the basis of the RFSA process, Canada Mortgage and Housing Corporation (“**CMHC**”) has retained your law firm to provide legal advice and services in connection with the matters described in **Annex A** (the “**Services**”).

2. **Term**

The term of the Master Retainer Agreement shall be for a period of five (5) years commencing on May __, 2020 (the “**Term**”).

3. **Instructions**

The name of the CMHC Legal Services Division lawyer responsible for day-to-day management of this matter and for providing you with instructions appears in **Annex A**. You will work closely with the CMHC responsible lawyer throughout and seek his/her concurrence in relation to any significant step or decision. You shall not look to personnel outside CMHC’s Legal Division to obtain instructions, or otherwise contact CMHC personnel outside the Legal Division without the prior concurrence of the instructing CMHC responsible lawyer.

4. **Efficient Allocation of Resources**

When engaging legal services, CMHC seeks to achieve the best possible result at the lowest practical cost. Accordingly, CMHC expects that you will manage time carefully both in budgeting for and conducting legal work in order to achieve cost-effective results. This includes, but is not limited to, ensuring a cost-efficient allocation of resources. While CMHC expects that you will be directly involved in all significant decisions, tasks and responsibilities should be assigned to junior lawyers or legal assistants as appropriate to ensure efficient and cost-effective service. We also expect you to consider potential efficiencies on an ongoing basis and advise CMHC of any opportunities to resolve the matter in a more timely manner.

5. **Communication and Reporting**

You will communicate regularly with the CMHC responsible lawyer to provide updates and obtain instructions. You will prepare written status reports at regular intervals and will include details of any activity on the file and an estimated timeframe for concluding the matter. You may be required to complete reports using a template or form established by CMHC in its discretion.

Copies of all substantive correspondence, legal research or other important documents prepared, sent or received in connection with the matter will be provided to CMHC on a timely basis. You will respond to CMHC correspondence, telephone calls and e-mails within one business day or sooner as circumstances require.

6. **Fees and Disbursements**

Unless otherwise agreed, the Services shall be billed on an hourly rate and shall not exceed the rates established for your firm through the RFSA process as follows:

[To be inserted once agreed upon with the selected SA Holder.]

Disbursements will only be charged if necessary for the sole purpose of providing efficient service to CMHC. You will obtain approval from CMHC in advance of making any significant disbursements. All disbursements will be charged at cost or approximate cost without any element of profit. CMHC will not reimburse meals for lawyers and staff (unless in accordance with the CMHC travel policy as outlined below) or overhead costs such as staff overtime, charges for opening files or access to electronic or print resources. For appearances before courts or administrative tribunals, CMHC shall be charged for the appearance of only one lawyer, unless the matter is of a level of importance that the attendance of more than one lawyer is required and CMHC has provided prior approval.

Invoices should be submitted electronically to the attention of accountspayable@cmhc-schl.gc.ca and the responsible lawyer, and in the manner, format and according to such process as may be established by CMHC from time to time.

You cannot invoice prior to performance of the service. CMHC will issue a Purchase Order (PO) for every purchase under this Master Services Agreement. Invoices must make reference to the PO number.

Invoices must allow at least thirty (30) days from delivery of invoice for payment without interest charges. All statements of account are subject to review and approval by CMHC. CMHC will not pay for services rendered or significant disbursements made without instruction or approval.

7. Audit

You shall maintain proper records and accounts during the Term of the Master Retainer Agreement and for a period of three (3) years following the end of the Term and any renewals thereof. You agree 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.

8. Travel Expenses

If travel is necessary in the course of your retainer, you are responsible for becoming familiar with CMHC travel policy. Travel must be planned to maximize cost effectiveness. CMHC will only reimburse any expenses that are approved by the CMHC responsible lawyer in advance and incurred in accordance with its Travel Policy.

9. Conflict of Interest

You have confirmed that you and your firm have no conflict in acting for CMHC in providing the Services. If you become aware of any conflict of interest, whether actual, apparent or potential, you must advise us immediately, and ensure that full confidentiality and privilege are maintained.

10. Termination

Notwithstanding any other provision of this Master Retainer Agreement, CMHC may terminate this Master Retainer Agreement for any reason with no penalty or charge at any time during the Term. This includes, but is not limited to, circumstances in which CMHC concludes, in its sole and absolute discretion, that the Services are not being provided on a cost-efficient and effective basis.

Upon termination or notice of termination of this Master Retainer Agreement, you shall promptly review all work in progress and forward it to CMHC, and take appropriate steps to

ensure a smooth, cost-effective and appropriate transition of the file to such law firm and/or lawyer as CMHC may direct.

11. Insurance

You confirm that the minimum insurance coverage requirements identified through the RFSA process are in place and will be maintained throughout the term of this Master Retainer Agreement, and that you will provide evidence of such coverage to CMHC promptly upon request.

12. No Limitation

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

13. Intellectual Property Rights

All material, reports and other work product produced under this Master Retainer Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. Nothing in this Master Retainer Agreement is intended to affect the pre-existing intellectual property rights of the parties.

14. Personal Information

You agree that in no event shall the offices and personnel of your law firm located outside of Canada be permitted to provide any legal services involving Protected or CMHC Personal Information unless approved by CMHC in writing. You further agree that your law firm will not transfer CMHC personal information to any entity or person carrying on business outside of Canada for any purpose unless approved by CMHC in writing.

15. Security

You agree to provide all legal services in accordance with CMHC's security policies and requirements, as amended from time to time.

16. Corporation Identification

You will make no use whatsoever of CMHC's name, logo or the marks without the express written consent of CMHC.

17. Privilege

All information obtained or received by you in connection with this Master Retainer Agreement is subject to solicitor-client privilege.

18. Assignment

This Agreement does not contemplate, and should not be taken to impliedly authorize, your retaining another law firm or other outside party as an agent or consultant. This Agreement cannot be assigned or otherwise transferred by you without CMHC's prior written consent. However, this Agreement will enure to the benefit of and bind your successors and any permitted assigns.

19. Entire Agreement

This Master Retainer Agreement contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out in the RFSA and your response to the RFSA or herein attached as schedules. In case of conflicts between your documents and CMHC's documents, the latter shall govern.

20. Laws Governing Agreement

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

Agreement and Acceptance

The undersigned has reviewed, understands and accepts the terms and conditions of the Master Retainer Agreement.

[Insert Name of Law Firm]

By: _____
Name:
Title:
Date:

Annex A under Master Retainer Agreement # >tbd<

PARTICULARS

<u>Date</u>	[, 2020]
<u>CMHC instructing Counsel</u>	
<u>Attention:</u>	[Address Block]
<u>Matter</u>	[Title of the matter]
<u>The Services</u>	[Detailed description]
<u>Rates and Aggregate Fees</u>	<p>[Note that maximum (i.e. ceiling) hourly rates have been determined under the RFSA process.]</p> <p>The hourly rates are:</p> <p>\$X/hr</p> <p>The flat rates are:</p> <p>The alternative fee arrangements are:</p> <p>Aggregate fees on this file (including disbursements and applicable taxes) are not to exceed: \$[X].</p>
<u>Completion timelines</u>	

APPENDIX E – CMHC TRAVEL POLICY

Note: Listed amounts are an example and are adjusted quarterly based on the Government of Canada Treasury Board Travel Policy.

1. **Air** – most economical airfare available must be selected at the time of reservation. Business class permitted for international travel 9 hours or more continuous flying time.
2. **Car and Hotel** – Some suppliers have agreed to extend their government rates to contractors, consultants or advisors working under contract to CMHC and traveling on official CMHC business in performance of that contract. CMHC will provide contractors, consultants or advisors with a letter, specifying the duration of their contract or specifying that they are on travel status on behalf of CMHC and their destination. Government rates for car rentals and hotel accommodations can be found on the following website - <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/index-eng.aspx>. If not selecting a supplier from the list on that website, travellers must choose alternate suppliers with rates similar to those published government rates.
3. **Meal and Incidental Allowance** - A traveller shall be paid the applicable meal allowance, as described below, for each breakfast, lunch and dinner while on travel status. A meal allowance shall not be paid to a traveller with respect to a meal that has been provided or is claimed as a hospitality expense. A traveller shall be paid an incidental expense allowance that covers a number of miscellaneous expenses not otherwise provided for in this directive for each day or part day in travel status as per information posted below. Incidentals may be claimed by a traveller only when there is at least one overnight stay involved in travel.

Meal Allowance for Canada and USA (effective April 1st, 2019)				
Private non-commercial accommodation allowance	Breakfast	Lunch	Dinner	Daily Totals – Meals
\$50.00	\$20.25	\$19.85	\$50.00	\$90.10

4. **Privately-owned vehicle and applicable Kilometre Rates** - The traveller shall be reimbursed the lesser of the CMHC's rates or the cost (net of taxes) of the mileage to the contractor. The CMHC's kilometric rates payable for the use of privately owned vehicles driven on authorized corporate business, effective April 1, 2019 55.0¢/km for vehicles registered in Ontario and 52.5¢/km for vehicles registered in Quebec, as of April 1, 2019 (rates include tax). The traveller shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on business travel.

Traveller may use a privately owned vehicle for business purposes when its use is economical and practical as compared to renting a vehicle, commercial travel by airline carrier, train, taxi, etc. The following requirements must be adhered to when using a privately owned motor vehicle while travelling on Corporation business:

Any person (employee, contract employee, consultant) using a private vehicle on Corporation business, must ensure that the vehicle is protected by a minimum \$1,000,000 Public Liability and Property Damage Insurance. When use of a private vehicle is required for an individual to perform his or her job functions, CMHC will pay the additional premium cost, if any, for Supplementary Business Insurance coverage, if required by the individual's insurer.

TRAVEL ESTIMATES FORM FOR SA HOLDERS

SA HOLDER INFORMATION

Company Name		Number of travellers
CMHC Contracting Authority	Division	RC

TRAVEL INFORMATION

Region of travel	Contract Start Date	Contract End Date
Purpose of Trip / Objective		
Explain why virtual presence or other remote meeting solutions were not used.		
Provide rationale for the mode of transportation selected.		

TOTAL ESTIMATED COST BEFORE TAXES

	\$ CAD
Transportation Type (Air, Rail or Car)	
Accommodation	
Meals	
Miscellaneous (Detail required)	
Total	

Approved by: (CMHC financial authority signature)