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# **REQUEST FOR PROPOSAL (RFP)**

**For**

## **Multi-Unit Property Management Services**

Request for Proposal (RFP) No.:	<b>RFP Number 000678</b>
Issued:	<b>August 11, 2021</b>
Submission Deadline:	<b>September 13, 2021 at 2:00PM Ottawa local time</b>
Address Inquiries to RFP Contact:	<b>Djamel Djouaher</b>
<b>Email:</b>	<b>ddjouahe@cmhc-schl.gc.ca</b>



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## PART 1 – SUBMISSION INSTRUCTIONS

### 1.1 OBJECTIVE OF THIS RFP

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 variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development.

CMHC has 2,000 employees located at its 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.

The objective of this RFP is to seek proposals from capable companies for the purpose of delivering Property Management Services for **multi-unit rental properties (5+ units)** for all provinces and territories across Canada. The service provider is to manage the properties in a professional manner, in accordance with industry rules, standards, and practices. The selected proponent will be the main point of contact for CMHC, tenants and any designated parties.

It is CMHC’s intention to enter into an agreement on a non-exclusive basis with one (1) successful proponent. The term of the agreement resulting from this RFP is to be for an initial term of three (3) years with two (2) one-year options to extend, for up to a total period of five (5) years.

More details can be found in RFP Specifications (Appendix C).

### 1.2 RFP CONTACT

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

Djamel Djouaher

[ddjouahe@cmhc-schl.gc.ca](mailto:ddjouahe@cmhc-schl.gc.ca)

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

### 1.3 TYPE OF CONTRACT FOR DELIVERABLES

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with CMHC for the provision of the scope of work and deliverables (collectively the “Deliverables”). The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for the agreement between CMHC and the selected proponent.

### 1.4 RFP PROCESS TIMETABLE

Issue Date of RFP	August 11, 2021
Deadline for Questions	August 18, 2021
Deadline for Issuing Addendum	August 25, 2021
Submission Deadline of proposals	September 13, 2021
Evaluation Deadline	September 28, 2021

Anticipated Contract Negotiation Period	November 2021
Anticipated Execution of Agreement	December 1, 2021

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

## 1.5 SUBMISSION OF PROPOSALS

### 1.5.1 PROCUREMENT BUSINESS NUMBER

CMHC utilizes the Supplier Registration Information (“SRI”) database maintained by Public Services and Procurement Canada (“PSPC”) as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business Number (“PBN”) provided by this registration must be included with the proponent’s 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>

### 1.5.2 PROPOSALS TO BE SUBMITTED AT THE PRESCRIBED LOCATION IN PRESCRIBED MANNER

Proposal submissions must be emailed to CMHC’s electronic bid submission system (“EBID”) to the address indicated below:

Email Address: [EBID@cmhc-schl.gc.ca](mailto:EBID@cmhc-schl.gc.ca) (“Submission Address”)

Proposals sent to any other e-mail address will not be considered.

Please be advised that EBID has a size limitation of 10 MB. Proponents may submit their proposal 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. Individual files are to be submitted in pdf format.

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

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 RFP Contact should they not receive said confirmation within thirty (30) minutes of their submission.

### 1.5.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: **September 13, 2021 at 2:00 pm Ottawa local time** (“Submission Deadline”)

Proposals submitted after the Submission Deadline will be rejected. CMHC does not accept any responsibility for proposals delivered to any other location or by any other means by the proponent. Proponents are advised to make submissions well before the Submission Deadline. Proponents making submissions near this deadline do so at their own risk. Proponents will be deemed to be received when they enter into CMHC’s systems and CMHC accepts no responsibility for proposals 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.

#### **1.5.4 AMENDMENT OF PROPOSALS**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by email prominently marked with the RFP title and number and the full legal name and return address of the proponent to the email address set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. CMHC will assess the proposal “as is” and CMHC will not correct or accept any responsibility for errors submitted by the proponent.

#### **1.5.5 WITHDRAWAL OF PROPOSALS**

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

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 STAGES OF EVALUATION AND NEGOTIATION**

CMHC will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements due at time of submitting the proposal, such as licences or certificates, and detailed in Section 8 of the RFP Specifications (Appendix C). Should a proponent not include a submission requirement with its proposal, the proponent will be notified by CMHC and will have forty-eight (48) hours from the time of notification to meet this requirement. Only proponents 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 (2) sub-stages:

##### **A. MANDATORY TECHNICAL REQUIREMENTS**

CMHC will review the proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in Section 9 of the RFP Specifications (Appendix C), have been met. The mandatory technical requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. Questions or queries on the part of CMHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 of Part 3. Only proponents 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 proposal on the basis of the rated criteria as set out in Section 11 of the RFP Specifications (Appendix C).

#### **2.1.3 STAGE III – PRICING**

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

## 2.2 RANKING AND CONTRACT NEGOTIATIONS

### 2.2.1 SCORING BY THE EVALUATION TEAM

The following scoring matrix has been developed to assist the Evaluation Team in the scoring process of the rated criteria detailed in Section 11 of the RFP Specifications (Appendix C)

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 proponent's ability to satisfy the requirement.	Outstanding
9	<u>Complete and clear</u> description provided of the proponent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the to the proponent's ability to satisfy the requirement.	Excellent
7-8	<u>Above average description</u> provided of the proponent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Very Good
5-6	<u>Average description</u> provided of the proponent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Good
3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the proponent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the proponent's ability to satisfy the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the proponent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the proponent's ability to satisfy the requirement.	Unsatisfactory
0	<u>Little or no</u> information provided to assess the proponent's ability to meet the criteria.	No Response

Partial scores (for example 1.5, 2.5, 3.5 and so on) may be assigned. Individual proponent 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 – Pricing Form.

### 2.2.2 RANKING OF PROPONENTS

After the completion of Stage III, all scores from Stage II (B) and Stage III will be added together, and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with CMHC. In the event of a tie, the successful proponent will be the proponent selected by way of negotiations, requiring proponents to answer additional questions, provide supplementary information or make additional presentations such that CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information in an effort to select a top-ranked proponent.

### 2.2.3 CONTRACT NEGOTIATION PROCESS

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (Part 3). The negotiation process will not constitute a legally binding offer to enter into a contract on the part of CMHC or the proponent and there will be no legally binding

relationship created with any proponent prior to the execution by both CMHC and the proponent of a written agreement. The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for commencing negotiations between CMHC and the selected proponent. As a part of the negotiation process, CMHC may request supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and CMHC may include requests for improved pricing or performance terms from the proponent.

#### **2.2.4 TIME PERIOD FOR NEGOTIATIONS**

CMHC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, in accordance with the timeframe outlined under Section 1.4 of this RFP. A proponent invited to enter into direct contract negotiations should therefore be prepared to: (i) satisfy the pre-conditions of award listed in Section 10 of the RFP Specifications (Appendix C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

#### **2.2.5 FAILURE TO ENTER INTO AGREEMENT**

If the pre-conditions of award listed in Section 10 of the RFP Specifications (Appendix C) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the contemplated Contract Negotiation Period, pursuant to 1.4 of this RFP, then CMHC may discontinue negotiations with the top-ranked proponent and invite the next-best-ranked proponent to enter into negotiations. This process will continue until: (i) an agreement is finalized, (ii) there are no more proponents remaining that are eligible for negotiations or (iii) CMHC elects to cancel the RFP process.

#### **2.2.6 NOTIFICATION OF NEGOTIATION STATUS**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 GENERAL INFORMATION AND INSTRUCTIONS**

#### **3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 PROPOSALS IN ENGLISH OR FRENCH**

Proponents may submit their proposals in either of Canada's Official Languages, English or French.

#### **3.1.3 NO INCORPORATION BY REFERENCE**

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

#### **3.1.4 REFERENCES AND PAST PERFORMANCE**

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

#### **3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE**

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

#### **3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS**

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

#### **3.1.7 PROPOSAL TO BE RETAINED BY CMHC**

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

#### **3.1.8 TRADE AGREEMENTS**

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive

Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

### **3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT**

CMHC makes no guarantee of the value or volume of Deliverables to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. In its sole discretion, CMHC may contract with others for goods and services that are the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 COMMUNICATION AFTER ISSUANCE OF RFP**

### **3.2.1 PROPONENTS TO REVIEW RFP**

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions, pursuant to Section 1.4 of this RFP. No such communications are to be directed to anyone other than the RFP Contact. CMHC is under no obligation to provide additional information, and CMHC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CMHC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA**

This RFP 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 RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix A), proponents 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 proposals, CMHC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section 8 of the RFP Specifications (Appendix C). CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information.

### **3.3 NOTIFICATION AND DEBRIEFING**

#### **3.3.1 NOTIFICATION TO OTHER PROPONENTS**

Once an agreement is executed by CMHC and a proponent, the other proponents will be notified of the outcome of the procurement process.

#### **3.3.2 DEBRIEFING**

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

#### **3.3.3 PROCUREMENT PROTEST PROCEDURE**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the applicable trade agreement. The notice must provide a detailed explanation of the proponent'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 proponent for any conduct, situation or circumstances, determined by CMHC, in its sole and absolute discretion, to constitute a "Conflict of Interest", as defined in the Submission Form (Appendix A).

#### **3.4.2 DISQUALIFICATION FOR PROHIBITED CONDUCT**

CMHC may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if CMHC determines that the proponent has engaged in any conduct prohibited by this RFP.

#### **3.4.3 PROHIBITED PROPONENT COMMUNICATIONS**

Proponents 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 PROPONENT NOT TO COMMUNICATE WITH MEDIA**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.5 NO LOBBYING**

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

### **3.4.6 ILLEGAL OR UNETHICAL CONDUCT**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents 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 proposals 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 its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 CONFIDENTIAL INFORMATION**

### **3.5.1 CONFIDENTIAL INFORMATION OF CMHC**

All information provided by or obtained from CMHC in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of CMHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed to third parties without prior written authorization from the RFP Contact; and
- (d) must be returned by the proponent to CMHC immediately upon the request of CMHC.

### **3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT**

A proponent should identify any information in its proposal 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. Proponents are advised that as a Crown Corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by

third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation. Proponents are also advised that their proposals may, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP 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 law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP 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 proponent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of proponents, a decision to reject a proposal or disqualify a proponent, or a decision of the proponent to withdraw its proposal.

**Notwithstanding the foregoing or anything to the contrary herein, CMHC's total liability to proponents for any cause of action arising out of or in relation to this RFP process, giving rise to liability, whether in contract or in tort, shall be limited to the reasonable costs incurred by proponents in preparing its proposal for matters relating to this RFP 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 CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or services will be created between the proponent and CMHC through this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 NON-BINDING PRICE ESTIMATES**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely affect the evaluation or ranking or the decision of CMHC to enter into an agreement with the proponent for the Deliverables.

#### **3.6.4 CANCELLATION**

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

### **3.7 GOVERNING LAW AND INTERPRETATION**

These Terms and Conditions of the RFP Process:

- (a) are intended to be interpreted broadly and independently (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. PROPONENT INFORMATION

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

### 2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 goods or services will be created between CMHC and the proponent unless and until CMHC and the proponent execute a written agreement for the Deliverables.

### 3. ABILITY TO PROVIDE DELIVERABLES

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

### 4. NON-BINDING PRICING

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix B). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with CMHC.

### 5. ADDENDA

The proponent is deemed to have read and taken into account all addenda issued by CMHC prior to the Deadline for Issuing Addenda. The proponent 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: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

### 6. NO PROHIBITED CONDUCT

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

### 7. CONFLICT OF INTEREST

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

- (a) in relation to the RFP process, the proponent 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 proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP 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 proponent'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, proponents 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 proposal; **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 RFP.

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

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

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

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

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**8. DISCLOSURE OF INFORMATION**

The proponent warrants that neither the proponent nor one or more of the proponent'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 proponent's proposal.

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

The proponent hereby agrees that any information provided in this proposal, 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 proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CMHC to the advisers retained by CMHC to advise or assist with the RFP process, including with respect to the evaluation this proposal.

**9. SECURITY CLEARANCE**

The proponent 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 outlined in Section 5 of the RFP Specifications (Appendix C).

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX B – PRICING FORM

### 1. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

- (a) Rates must be provided in Canadian funds, exclusive of all applicable duties and taxes, which must be itemized separately.
- (b) Rates quoted by the proponent must include any salaries or wages for dedicated employees including superintendents, all travel and carriage costs, all insurance costs, all costs of delivery (including any on-boarding/training costs, if not listed separately in the pricing form), all costs of installation and set-up, including any pre-delivery inspection charges, all disbursement fees, all other overhead, including any fees associated with administering maintenance, repairs and capital work, or other charges required by law.
- (c) Rates do not include utilities. The proponents will pay for all repairs, maintenance and utility cost out of revenues collected and submit the net remaining revenues to CMHC monthly. CMHC allows the manager to retain \$1,000/unit up to a maximum of \$50,000 per property as an operating fund. Any excess must be sent to CMHC with monthly reporting. Upon the sale of a property any remaining operating funds must be transferred to CMHC.
- (d) For the purposes of this agreement, Effective Gross Income (EGI) is defined as the total rental revenues for the rental property for one month. The total rental revenue is based on the market rents for all subsidized housing units along with actual rents received from all non-subsidized housing units. It excludes uncollected rental arrears, vacancies and security deposits (except as specified above); also excluded are revenues from laundry machines and any other miscellaneous revenue.
- (e) For any completely vacant properties that are meant to remain vacant the proponent will be paid as per the EGI formula above with one change - CMHC will substitute potential rent revenue for total rent revenue. CMHC will determine the potential rent revenue value by completing a market analysis. This applies only to properties that are completely vacant and where CMHC has instructed the manager to keep the properties vacant.

### 2. EVALUATION OF PRICING

Pricing is worth 15 % of the total score.

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

$$\text{Lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

**3. PRICING FORM**

<b>Property Type</b>	<b>Fee Structure (before applicable sales taxes)</b>	<b>Proponent Bid (before applicable sales taxes)</b>
Standard multi-unit rental properties Co-operative housing Independent or assisted living senior housing	% of Effective Gross Income (EGI) paid monthly (as defined in the pricing form section above)	_____% (no additional admin fee allowed)
Transitional and/or supportive housing Shelters	Fixed monthly fee (per property)	\$ _____
<b>Partially constructed</b> standard multi-unit rental properties, independent or assisted living senior housing, transitional and/or supportive housing and shelters	Fixed monthly fee (per property)	\$ _____

## APPENDIX C – RFP SPECIFICATIONS

### 1. BACKGROUND

CMHC owns multi-unit rental properties and manages loans in default for other multi-unit properties, social housing co-ops, non-profits and properties under the National Housing Strategy (NHS) program of which CMHC is the lender.

The above noted properties may be fully or partially occupied; fully or partially constructed; include a commercial space; be in default or owned by CMHC; have subsidized tenants and/or veterans; and located in any province or territory across Canada.

The above noted properties are classified as:

- a) Standard multi-unit rental properties
- b) Social housing: co-operative housing
- c) Independent or assisted living senior housing
- d) Transitional and/or supportive housing and shelters (can be partially or fully subsidized)

For reference purposes to assist in preparation of a response, CMHC's current portfolio of properties to be included in this agreement is as follows:

#### **Standard multi-unit rental properties owned by CMHC – Ontario – 5 properties – 251 units**

The current portfolio is composed of properties in the following cities:

Kitchener – 1 property – 81 blocks of 2 storey row-houses – 81 units

Lindsay – 1 property – 12 blocks of 2 storey row-houses – 52 units

Toronto – 2 properties – 6 blocks of 2-3 storey apartments – 68 units

Waterloo – 1 property – 8 blocks of 2 storey row-houses – 50 units

Note: The number of multi-unit properties in the portfolio will reduce over the next 5 years due to disposal. However, this does not prevent other multi-unit properties from being added to the portfolio.

#### **Social housing: Co-operative housing in default – Quebec – 10 properties – 112 units**

The current portfolio is composed of properties in the following cities:

Grande-Rivière Ouest – 1 property – 1 block of 2 storey apartments – 12 units

Montreal – 5 properties – 6 blocks of 2-3 storey apartments – 69 units

St-Charles de Bourget – 1 property – 1 block of 2 storey apartments – 12 units

Theftord-Mines – 1 property – 2 blocks of 2-3 storey apartments – 8 units

The following properties are completely vacant and the intention is for them to remain vacant until disposal:

Montreal – 1 property – 1 block of 2 storey apartments – 5 units

Sorel-Tracy – 1 property – 1 block of 3 storey apartments – 6 units

Note: The number of co-operative housing properties in the portfolio will reduce over the next 5 years due to disposal. However, this does not prevent other co-operative housing from being added to the portfolio.

For reference purposes to assist in preparation of a response, **forecasted volumes** of properties to be included in this agreement over the next 5 years are provided in the table below. These properties may be fully or partially constructed.

Property Type	Projected Volume (Properties)				
	2022	2023	2024	2025	2026
Standard multi-unit rental housing Forecasted average units per property: 74	14	8	3	4	5
Independent or assisted living senior housing Forecasted average units per property: 35	1	1	1	1	1
Transitional or supportive housing and shelters Forecasted average units per property: 42	1	2	3	4	5

These numbers are based on forecasts. Properties will have a minimum of 5 units. Some properties may be non-profit.

Properties may be located in any province or territory across the country. The majority of properties are presently located in British Columbia, Alberta, Ontario, Quebec and Nova Scotia.

## 2. THE DELIVERABLES

CMHC wishes to enter into an agreement with one selected proponent for the purpose of delivering property management services for various types of properties described above.

The selected proponent is to manage the properties in a professional manner, in accordance with industry rules, standards, and practices. The selected proponent will be the main point of contact for CMHC, tenants and any designated parties. CMHC acknowledges that the selected proponent may hire sub-contractors to provide services.

Specific property management services will be determined for each property assigned under the agreement, which will include the following services at a minimum:

- A. Initial assessment and management plan
- B. Building maintenance, repairs and oversight
- C. Property monitoring
- D. Tenant management
- E. Financial management
- F. Reporting

**A. INITIAL ASSESSMENT AND MANAGEMENT PLAN**

Upon notification from CMHC, the service provider shall coordinate with the existing service provider or owner and obtain the keys.

Within five (5) calendar days of the notification, the service provider shall complete the takeover inspection and accept the keys from the existing service provider or owner.

The service provider must notify the existing service provider or group in writing immediately upon the takeover of the property that the keys have been accepted, and copy CMHC on the notification.

The service provider must prepare and submit to CMHC a management plan within 30 days of assignment of a new property. The management plan must be based on the management objectives provided by CMHC at the time of contract negotiation, including the need for a superintendent. The management plan will assist CMHC in determining the specific scope of services required for each property as well as assist in budgeting and planning for repairs and maintenance items. In addition, the plan shall indicate the actions and steps to take to make the property profitable and facilitate its marketing and sale.

**B. BUILDING MAINTENANCE, REPAIRS AND OVERSIGHT**

Note: CMHC prioritizes urgent repairs and those relating to immediate health and safety.

The service provider must perform all aspects of property management, ensuring properties are always kept safe, secure and presentable, which includes but it not limited to the following:

1. Manage and operate the properties in a professional manner, in accordance with industry rules, standards, and practices, depending on the use and purpose of each property.
2. Ensure that exterior maintenance of the property is maintained as specified by CMHC.
3. Manage and supervise the progress of the work determined by CMHC. The service provider must ensure that construction standards and applicable building codes are respected at all times.

4. Obtain and maintain the validity of all certificates, permits and authorizations required under applicable legislation and regulations governing the purpose and current use of all or part of any property, including if the property is operated as a seniors' residence.
5. As required, the service provider shall provide and deliver all necessary equipment, services and supplies for the sound management and operation of the rental property (including, but not limited to key boxes, rental signs, leases, photocopies, shipping costs, photography fees, etc.). These expenses must be included in the management fees.
6. Pay all invoices, balances owing and other obligations, incurred in connection with the rental property.
7. Take all steps to resolve all matters as may be reasonable, requisite and necessary for the efficient, proper and due operation and management of the rental property.
8. Coordinate repairs authorized by CMHC, including obtaining estimates:
  - a. Emergency repairs must be completed immediately but no later than 24 hours.
  - b. Non-urgent repairs/maintenance items must be acknowledged within one (1) business day and completed within a reasonable timeframe, as determined by CMHC.
  - c. The service provider shall ensure that written copies of contracts for all work and purchases of goods or services related to the property remain on file and provide an overview to CMHC in monthly reporting.
  - d. CMHC approval is required on the purchase of goods or services, repairs and construction costs over \$10,000 per unit, per occurrence, for each type of expense (unless otherwise specified by CMHC or in case of emergency).
  - e. Procure contracts as follows:

<b>Contract Type</b>	<b>\$10,001 to \$50,000</b>	<b>\$50,001 to \$400,000</b>	<b>\$400,001 and over</b>
Goods, services and construction work	By invitation, two suppliers	By invitation, three suppliers	By public tender

**NOTE: The amounts indicated in the table above include the goods and services tax (GST) and province/territory sales tax (if applicable).**

- f. For any call for tenders, the preparation of tender documents (plans, specifications, type of materials, quantities, selection criteria, etc.) is the sole responsibility of the service provider. The service provider is responsible for opening and analyzing bids and submitting its recommendations to CMHC. CMHC reserves the right, always, to require additional preparatory materials to complete the analysis.
- g. The service provider shall ensure that each contract provides for the following:
  - i. The term of the contract must allow the possibility of terminating the contract by providing thirty (30) days' notice, the possibility of terminating the contract relating to a specific property at the time of its sale and the possibility of terminating the contract without notice at the time of the termination of this agreement; and



- ii. A provision specifying the absence of any relationship between CMHC, the supplier and its employees.
- 9. CMHC expects a need for a superintendent for any property of 50 units or more. The service provider should address this within the management plan.
  - a. The service provider shall have full responsibility, power, authority and discretion in connection with its appointment to employ a superintendent for the rental property and any other individuals to assist the superintendent in the carrying out of their duties.
  - b. The service provider agrees to incorporate into the superintendent's contract of employment and the contracts of individuals employed by the service provider to assist the superintendent in the carrying out of their duties, an acknowledgement that the superintendent or individual being engaged is engaged as an agent, servant or employee, or as an independent contractor, of the service provider and not of CMHC. This expense must be included in the management fees.
- 10. In case of a **property under construction**, CMHC will determine at their own discretion if any property is added to the service provider's portfolio. Should CMHC request the service provider's assistance it will be limited to a coordinator role, in order to oversee the completion of the construction project. The role of the coordinator is to supervise the progress and the quality of the work as indicated in the schedule. The provider must assist in the development of the progress reports, and ensure the security of the premises at all times. The service provider is in place to protect CMHC's interests. The service provider must attend site construction meetings, receive and forward invoices as required to CMHC.
- 11. For transitional and/or supportive housing, shelters and independent or assisted living senior housing there is no requirement for the service provider to manage operations. There will be a director on site to manage the operation of the property and any associated programming.

### C. PROPERTY MONITORING

The service provider must perform all aspects of property monitoring, as directed by CMHC which includes but is not limited to the following:

- 1. The service provider is solely responsible for property security and shall perform all monitoring normally required to ensure the integrity of the property and marketability of the asset.
- 2. The service provider shall secure the premises, to prevent garbage dumping and unauthorized vehicle access in the parking lots. The service provider may give certain stakeholders access to the property, with CMHC's authorization.
- 3. The service provider must ensure that all vacant units are heated appropriately if there is a risk of damage from frost or moisture. This includes securing and winterizing all vacant units within 24 hours of vacancy, as required.
- 4. The service provider shall conduct regular interior and exterior inspections on all properties including all vacant units/properties. The scope of inspections will be determined by CMHC and will be location specific. At a minimum, the provider is expected to ensure an inspection:

- a. of all properties at least bi-weekly
  - b. immediately after a tenant moves out;
  - c. in all cases of emergency; and
  - d. as requested by CMHC
5. **For properties under construction** entrusted to the service provider for management, it is expected that the service provider:
- a. Is available if needed, and as directed to act as coordinator of the property until completion.
  - b. Must ensure the construction site is kept secure at all times.
  - c. Must ensure the construction site operates safely at all times.
  - d. Must assist engineer in ensuring that construction standards and the applicable building code are adhered to at all times. Main accountability will remain with the engineer.
  - e. Must attend site meetings, submit periodic reports and any other reports/updates upon request.
6. For co-op properties and non-profit organizations only, the service provider could be asked to participate in the annual and special meetings of the boards of directors. The service provider shall notify CMHC prior to the meetings, submit the relevant documents, and seek the necessary approvals from CMHC, if any, to take a position or vote at the meetings.

#### **D. TENANT MANAGEMENT**

The service provider must perform all aspects of tenant management, as directed by CMHC which includes but is not limited to the following:

##### **1. Operation of Rental Units**

- a. The service provider will provide CMHC with a detailed rental information report (calls received, number of visits, comments, etc.) by the 10<sup>th</sup> of every month, for all properties in the portfolio.
- b. The service provider shall market units available for rent in accordance with CMHC's instructions. It is expected that vacant units are filled within 2 months of vacancy.
- c. The service provider must provide, a minimum of once a year, and at other times as may be required by CMHC, recommendations to increase rental rates, or continue renting the property at the same rental rate. Recommendations on the inclusion of any lease incentives are also expected. CMHC will approve the list a minimum of once a year. Based on these adjustments, the service provider will forward any required notices to applicable tenants and obtain their approval for the rent adjustment, in accordance with CMHC's instructions. The standard rent review procedure shall be followed in accordance with provincial guidelines and regulations.
- d. The service provider shall prepare leases and renewal notices indicating the appropriate lessor. Upon acceptance of the renewal notice, the service provider shall have the tenant sign a new lease as per provincial guidelines and regulations.

##### **2. Collection of Rent/Arrears**

The service provider shall:

- a. Collect rental revenue on the first day of each month and receive all income from the rental property due from tenants or others.
- b. Pursue the collection of rental arrears and evict the tenant, as a last resort, with prior consent from CMHC or other instruction from CMHC and recover any arrears of rent, security deposits or other possessions of any part of the rental property.
- c. Represent CMHC before the body governing residential tenancies in the applicable province or territory. All arrears should be pursued in accordance with the applicable residential tenancy legislation.

### **3. Management of Subsidized Units**

There are a limited number of subsidized units included in this portfolio.

For properties with subsidized units, the service provider shall manage and perform an annual review of subsidies provided to certain tenants by CMHC: subsidies may be in the form of rent-geared-to-income or may be paid by the province, by the government of Canada and/or by CMHC in the form of rent supplements.

## **E. FINANCIAL MANAGEMENT**

The service provider must perform all aspects of financial management, as directed by CMHC which includes but is not limited to the following:

### **1. Account Management**

- a. Each property must be managed as a separate rental entity. Each property will have separate bank accounts, accounting, annual budgets, monthly financial statements and reporting, rent and arrears collection, day to day maintenance, tenant file and subsidy administration, tenant maintenance requests, complaints and client service, lease and occupancy administration and all other rental management activity. All such activity is to be distinct and segregated from such activity at all other property locations.
- b. If there was an existing or potential replacement reserve, those monies must be deposited in a separate account in the form of a guaranteed investment. The service provider may not consolidate or combine any amounts received in connection with the portfolio's management and administration with its own funds.
- c. Each account shall remain open until the sale of the property or the termination of this Agreement, whichever comes first.

### **2. Staffing Requirements**

- a. It is mandatory that the service provider maintain a minimum staff complement of at least 1 accounting professional with an accredited accounting designation and at least 1 professional with an accredited property management designation to oversee financial and property operations.

- b. It is mandatory that the service provider maintain a minimum staff compliment of at least 2 signing officers, both of whom are insured or bonded in accordance with CMHC’s insurance requirements (see Section 4.8 of the draft Form of Agreement at Appendix D).

**3. Taxation**

- a. The service provider will be responsible to account for sales taxes that will need to be collected or paid, for ensuring compliance with all applicable sales taxes and ensuring that sales taxes are collected and tax information is transmitted to CMHC as part of monthly reports as follows:
  - Sales tax GST, HST or QST collected on rents (e.g. a commercial area in a multi-unit property or sales tax on vacant land rented as parking, etc.).
  - Sales taxes paid on properties under construction
  - Sales taxes paid on property management expenses on CMHC’s behalf

**F. REPORTING**

The service provider will submit operational reporting, performance reporting, financial reporting and quality assurance reporting as indicated in the sections below.

**1. Operational Reporting**

The service provider will be required to submit operational reporting. A sample of the reporting required and corresponding deadlines are indicated below.

<b>Administration</b>	
<b>Report</b>	<b>Deadline</b>
<p><b>Overview of Managed Properties</b></p> <ul style="list-style-type: none"> <li>• Number of currently managed standard multi-unit rental properties</li> <li>• Number of currently managed independent or assisted living senior housing properties</li> <li>• Number of currently managed transitional or supportive housing properties</li> <li>• Number of currently managed partially constructed properties</li> </ul>	10th day of each month
Vacancy Report	10th day of each month
<p><b>Maintenance Issues Log:</b></p> <ul style="list-style-type: none"> <li>• Date issue reported</li> <li>• Date resolved</li> <li>• Action taken</li> <li>• Current status</li> </ul>	10th day of each month

Arrears Report	10th day of each month
Number of units requiring repairs over \$10k	10th day of each month
Rental Information Report	10th day of each month
Annual Income Review Report	Review completed minimum of once/year on all subsidized units
Lease Schedule Updates	Lease schedules updated annually as per provincial regulations
Non-Profit/Co-op Annual/Special Meeting Minutes sent to CMHC	Within 5 calendar days of meeting
Management Activity Report – Detailing the rental situation of each property	Quarterly - 10th day of the following months (January, April, July, October)

**2. Performance Reporting**

The service provider will submit performance reporting on the 10th day of every month, or the next business day. The report will detail the achieved performance for each activity, calculate the average turn-around time for the entire portfolio, highlight any areas where turnaround times are not being achieved and what corrective actions are being taken. Reports must be submitted in Microsoft Excel format. CMHC may request changes to service provider’s reporting format at any time. CMHC is open to work with the successful service provider on enhancing the reporting. Below is a sample of what is required.

<b>Requirement</b>	<b>Performance Standard</b>
Secure vacant units (and winterize if required)	Within 24 hours of vacancy
Re-occupy vacant units	Within 60 days of vacancy
Complete takeover inspection	Within 5 business days of assignment
Complete management plan	Within 30 days of assignment
Provide a budget for the following fiscal year	By, or before January 10 <sup>th</sup> of each year

<p>Provision of reports:</p> <ul style="list-style-type: none"> <li>a) Invoice and all backup</li> <li>b) Rental information report</li> <li>c) Collection of rent/arrears report</li> <li>d) Performance report</li> <li>e) Quality assurance report</li> </ul>	<p>10th day of each month</p>
<p>Provision of reports:</p> <p>Management activity report</p>	<p>Quarterly - 10th day of the following months (January, April, July, October)</p>

The service provider will arrange regular (timing to be determined with CMHC) conference calls to discuss management reports, contractual operations and delivery of the services.

### 3. Financial and Tax Reporting

The service provider will be required to submit financial and tax reporting. A sample of the reporting required, corresponding deadlines and any documentation required are indicated below.

<b>Report</b>	<b>Deadline</b>	<b>Documentation Required</b>
<p>Revenues Report: For each operating account - amounts received and disbursed, by property and property type including security deposits for previous month. The report will include the rollover amount and show the total net revenues to be submitted to CMHC or the requested cash advances. YTD amounts must be included on all monthly reporting.</p> <p>*Revenues and expenses to be calculated as directed by CMHC</p>	<p>By the 10<sup>th</sup> of each month</p>	<p>(including copies of paid invoices &amp; CMHC approval where required)</p> <p>Bank statements showing all deposits.</p>
<p>Sales tax reporting: Sales tax – GST, HST or QST collected on rents, Sales taxes paid on properties under construction, Sales taxes paid on property management expenses on CMHC's behalf</p>	<p>By the 10<sup>th</sup> of each month</p>	<p>Supporting tax payment/collection records</p>
<p>Provide a list of upcoming renewals - 6 months in advance</p>	<p>By the 10<sup>th</sup> of each month (as applicable)</p>	
<p>Operational budget, detailing best estimate of revenue and expenses of operation.</p>	<p>By the 10<sup>th</sup> of January each year</p>	
<p>For properties under NHS: Program criteria compliance report is required to provide additional information on the affordability of the rents, the accessibility, and the composition of the clientele and detail of on-site support services</p>	<p>By the 10<sup>th</sup> of January each year</p>	
<p>Any additional reports</p>	<p>By required deadline</p>	

Electronic funds transfers with supporting data are the required method for processing remittances between the service provider and CMHC.

CMHC will only cover basic banking fees for operating accounts, excluding, for example, excessive bank charges, overdraft fees, etc.

**4. Quality Assurance Reporting**

The service provider must have a process, product or service to ensure the quality, accuracy, and reliability of the services completed by their subcontractors. The service provider's quality assurance plan will include measures for the Deliverables as

described in Section 2 of the RFP Specifications (Appendix C), where the activities are being completed by subcontractors.

As a minimum, the service provider will provide quality assurance reports on the second Tuesday of each quarter, which will indicate the validation checks completed for each activity, a summary of the results, a detailed account of any deficiencies and a description of the corrective actions being taken.

## **G. INVOICING**

The service provider will take the appropriate measures to ensure that the electronic monthly invoice in PDF format is error-free in accordance to standard finance and accounting practices prior to submitting to CMHC. The service provider will invoice CMHC on a monthly basis by the tenth (10th) business day of the following month. The invoice shall grant an interest-free payment period of thirty (30) days from the date of the invoice issued. No invoice shall be submitted by the service provider before the services have been fully rendered. The format for the invoice and required data are included in Appendix G – Invoice Templates.

### **Reimbursable Property Expenses**

If the service provider subcontracts portions of this scope of work, the service provider is responsible to reimburse the subcontractors and add these expenses to the monthly invoice submitted to CMHC. These expenses shall be reimbursed to the service provider by CMHC upon receipt of paid invoices and any supporting documents (e.g. CMHC approval for repairs, cleaning, invoices, etc.). The service provider will ensure all expenses pertaining to the normal operations of the property including but not limited to utility bills, condo fees, lot rents, rental equipment costs, repair costs, property tax bills, etc. are paid in a timely manner in order to avoid penalties. If any penalties occur, it will be at the sole expense of the service provider.

## **3. WORK LOCATION**

The work will be performed at the selected proponent's place of business but they will be expected to travel to the properties.

## **4. TRAVEL**

Travel is required in the course of the contract and no compensation will be awarded to the selected proponent(s) for any travel cost incurred

## **5. SECURITY**

Employees of the proponent and, if applicable, subcontractors will be required to undergo a Government of Canada security screening, unless already possessing one at the level of Reliability Status, prior to commencement of any work under the Agreement and must provide the results of the check to CMHC's corporate security department. This means, the selected



proponent’s proposed resources, who have an existing security clearance, will need to provide the security clearance number and granting authority to CMHC for vetting purposes.

CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the security screening. Each of the proponent’s proposed staff or subcontractors, who do not hold a valid clearance, will be required to complete a “Personnel Screening, Consent and Authorization Form” (TBS/SCT 330-23E) upon request from CMHC.

**6. CMHC DATA**

The purpose of this section is to set out the proponent's obligations in respect of the technology, the property, CMHC intellectual property rights, CMHC developments and/or CMHC confidential information (“CMHC Data”) residing on the proponent’s network or for which the proponent has access, custody or control. The proponent shall:

- Ensure all CMHC Data will reside in Canada.

**7. MATERIAL DISCLOSURES**

N/A

**8. MANDATORY SUBMISSION REQUIREMENTS**

**SUBMISSION FORM (APPENDIX A)**

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

**PRICING FORM (APPENDIX B)**

Each proposal must include a Pricing Form (Appendix B) completed according to the instructions contained in the form.

**OTHER MANDATORY SUBMISSION REQUIREMENTS**

The proponent must complete and provide to CMHC with its proposal the following:

- Appendix E – Privacy/Security Controls Questionnaire; and
- Appendix F – IT Requirements

**9. MANDATORY TECHNICAL REQUIREMENTS**

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

<b>Mandatory Technical Requirement (MTR)</b>	<b>MTR Description</b>	<b>Response</b> <i>***Please provide detailed responses – a YES or NO is not sufficient***</i>

MTR. 1	The proponent must have the ability to provide services in both official languages.	
MTR. 2	All data must remain in Canada in the proponent’s hosting environment. All data stored in the proponent’s hosting environment can only be accessed (including access for the purpose of technical and operational support) by individuals residing in countries where Canada has a bilateral agreement on security.	
MTR. 3	The proponent must ensure employee/subcontractor access to CMHC information is limited to a “Need to Know” and “Need to Have” basis. Access must be reviewed regularly to ensure it is managed accordingly.	

Proponents must provide a statement per each MTR as to how the proponent is in compliance with the mandatory technical requirement(s) outlined above.

**10. PRE-CONDITIONS OF AWARD**

**FINANCIAL ASSESSMENT**

Once the proponent has been selected, CMHC reserves the right to conduct a credit and/or a financial capacity check (the "Financial Assessment") on such proponent. The selected proponent is not expected to submit confidential financial information with their proposal. Once the proponent is selected following the RFP evaluation process, CMHC will request the financial information necessary (the "Financial Information") to confirm the financial capacity of the selected proponent and the selected proponent must provide the information within seventy two (72) hours of the request.

The following Financial Information must be provided:

- Proponent’s detailed organizational diagram (including portraying ownership of all subsidiaries and/or related companies)
- Signed Auditor’s Report with audited financial statements from the past three (3) fiscal years to include:
  - Balance Sheet;
  - Income Statement;
  - Cash Flow Statement;
  - The Notes to the Financial Statements
  - In-house statements for the previous year with comparative figures for the year prior (e.g. in house – 2020, comparative – 2019)
  - In-house cash-flow projections for the next 12 months starting from RFP issuance date

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the required Financial Information. Partnerships of individuals (as opposed to partnerships of corporations) must provide written permission from each partner allowing CMHC to perform a credit check on them, if deemed necessary.

Proponents that are organized as sole proprietorships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required. Where financial statements are available, they should accompany the foregoing statement. The proponent may provide other relevant Financial Information but is not obligated to do so.

CMHC may request additional information from the proponent during this Financial Assessment.

Failure to comply with the requirements set out in this section may result in disqualification of the selected proponent(s) at which time no further consideration will be provided to the respective submission(s).

The Financial Assessment is a pass/fail evaluation to determine whether the selected proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the selected proponent passes the Financial Assessment, CMHC is then in a position to i) enter into the Information Security Assessment. If the selected proponent fails the evaluation of the Financial Assessment, it is disqualified from further consideration.

**INFORMATION SECURITY ASSESSMENT OF PROPONENT'S IT INFRASTRUCTURE FOR PROTECTED B AND PERSONAL INFORMATION**

Proponents(s) must demonstrate that they have the required IT infrastructure in place to safeguard third-party personal information and any CMHC data.

**The proponent must complete and provide to CMHC with its proposal** the questionnaires in Appendix E – Privacy/Security Controls Questionnaire and Appendix F – IT Requirements.

The assessment of the security measures is a pass/fail evaluation to determine whether the selected proponent has the measures 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 selected proponent passes the assessment of the security measures and IT requirements, CMHC is then in a position to proceed with the agreement award. If the selected proponent fails this assessment, it will not be awarded an agreement until the proponent is able to comply.

**11. RATED CRITERIA**

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

Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (%)</b>	<b>Minimum Threshold</b>
R.1 Experience and Qualifications of the organization	20%	5/10
R.2 Approach and Methodology	25%	5/10
R.3 Project Management Plan	30%	5/10
R.4 Financial Ability	10%	5/10
<b>Stage III - Pricing</b> (See Appendix B for details)	15%	N/A
<b>Total</b>	100%	

**Submission requirements (proposal content) for each rated criteria category**

**Note:**

Each proponent should provide the following in its proposal in the same order as listed below. Page limitations are per single-sided pages, minimum font size 11.

**R. 1 EXPERIENCE AND QUALIFICATIONS OF THE ORGANIZATION (PAGE LIMIT: 6)**

- R.1.1 Provide a brief description of your organization and office locations (overview and history) indicate which office(s) would provide support services.
- R.1.2 Provide an organizational diagram including reporting levels and lines of authority.
- R.1.3 Outline your experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate).
- R.1.4 Please provide a brief bio, qualifications, designations and specific experience (one page per resource) of the resources assigned to applicable areas of expertise in the related fields.

**R. 2 APPROACH AND METHODOLOGY (PAGE LIMIT: 7)**

- R.2.1 Describe why your organization is ideally suited to provide the Deliverables to CMHC;
- R.2.2 Outline how CMHC’s account would be handled by your organization to ensure that it receives cost-effective, prompt, personal, efficient and high quality service;
- R.2.3 Describe your experience with and your approach to delivering the services in Canada’s Official Languages.
- R.2.4 Please provide three (3) examples of work performed for other clients similar to the requirements set out in the Deliverables of the RFP.
- R.2.5 Outline your organization’s approach to a management plan to ensure all key components are covered, including: budgeting, approach to repairs and determining need for a superintendent.

**R. 3 PROJECT MANAGEMENT PLAN (PAGE LIMIT: 15)**

- R.3.1 Please describe the project management and operations approach and provide the proposed workflow. Provide information regarding the system that would be used for management, operations and reporting.

- R.3.2. Provide the years of experience of the project manager(s). If there is more than one project manager for the agreement, describe how the work will be disbursed. Provide the years of experience with coordinating and managing work schedules, deployment of staff, vacation coverages and overlap of duties.
- R.3.3 Provide a comprehensive detailed plan for property management services and tenant management describing the strategies in handling all property types managed under this agreement. Provide the firm's existing or proposed field representatives who will be directly involved. Please indicate the location of each representative.
- R.3.4 Please describe the method used for all reporting processes (e.g. Performance, Quality Assurance and Invoicing) and provide sample reports.
- R.3.5 Please describe the process to assess the quality of the work being completed by the subcontractor(s). Describe the process to identify and address any gaps and deficiencies in the work and the reporting process to CMHC. Include sample reports.
- R.3.6 Please describe the escalation approach for any issues including but not limited to non-performing subcontractors, tenant complaints etc.
- R.3.7 Please provide a plan for ensuring continuous improvement.

**R. 4 FINANCIAL ABILITY (PAGE LIMIT: 4)**

- R.4.1 Provide a description of the accounting software and systems to be used during this contract.
- R.4.2 Please detail financial procedures, including deposits and reconciliation controls, rent collection, security deposit, payment of invoices and separation of duties.

**12. REFERENCES**

Each proponent is requested to provide references from clients referred to in R.2.4.

CMHC may contact these references as per Section 3.1.4 References and past performance (Part 3 – Terms and Conditions of the RFP Process) and/or in Section 10 of the RFP Specifications (Appendix C).

**APPENDIX D – FORM OF AGREEMENT**



**CMHC SERVICES PURCHASE AGREEMENT**

CMHC FILE No.

**THIS AGREEMENT (“Agreement”) is executed**

**BETWEEN:**

CANADA MORTGAGE AND HOUSING CORPORATION

[ADDRESS]

(hereinafter called "CMHC")

**- and -**

XXXXXXXX

[ADDRESS]

(hereinafter called the "Service Provider")

(Each individually a “Party” and collectively the “Parties”)

**WITNESSES THAT** in consideration of the respective covenants and agreements of the Parties, CMHC and the Service Provider mutually covenant and agree as follows:

## **Article 1.0 - The Services**

- 1.1 The Service Provider covenants and agrees to provide property management services in any province or territory across Canada and in accordance with the Statement of Work attached as Schedule "A" (the "Services")
- 1.2 The Service Provider represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Service Provider warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.

## **Article 2.0 - Term of the Agreement**

- 2.1 The term of the Agreement shall be for a period of three (3) years commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ (the "Term")

### **2.2 Renewal**

The Agreement may be renewed at CMHC's sole discretion for one (1) additional, two (2) year term, not to exceed a cumulative total of five 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 Service Provider***

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

1. The Service Provider commits a material breach of its duties under this Agreement, unless the Service Provider 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 Service Provider commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Service Provider 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 Service Provider are acquired by any entity, or the Service Provider is merged with or into another entity to form a new entity, unless the Service Provider 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 Service Provider becomes bankrupt or insolvent, or a receiving order is made against the Service Provider, 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 Service Provider.

CMHC may terminate this Agreement without notice if the Service Provider 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 Service Provider 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 Service Provider, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Service Provider.

***Service provider's Obligations upon Termination***

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Service provider shall promptly review all work in progress and forward it to CMHC. The Service provider shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the Service Provider'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 Service provider 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 Service Provider an amount based on the Service Provider'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 (including applicable sales taxes). The Service Provider agrees that the Service Provider's rates attached as Schedule B shall remain fixed for the term of this Agreement, including any option years.

**3.2** The amount payable to the Service Provider 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), QST or retail sales tax (RST). No other taxes, assessments, duties or other levies shall be payable to the Service Provider unless specifically agreed in writing by the Service Provider and CMHC.



- 3.3** Notwithstanding article 3.2 above, GST/HST, QST or RST, to the extent applicable and required to be collected, shall be collected by the Service Provider and shown as a separate item on each invoice. Where the Service Provider is required to collect the GST/HST, the invoice issued by the Service Provider shall show the Service Provider's GST/HST number. Where the Service Provider is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Service Provider shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

### **3.4 Invoicing**

The Service Provider shall submit detailed invoices to CMHC at regular intervals during the Term, describing the Services provided during the period covered by the invoice. The Service Provider must allow 30 days from delivery of invoice for payment without interest charges. The Service Provider cannot invoice prior to performance of the Service.

All invoices must make reference to this Agreement by quoting CMHC File Number **\*\*TBD\*\***.

Before advancing any amount to the Service Provider, 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 Service Provider's default, including, without limitation, the following:

- a) directing the Service Provider 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 Service Provider against payment for payment due to the Service Provider; and/or
- 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 Service Provider 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 Service Provider 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 Service Provider's Business Number issued by Canada Revenue Agency, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Service Provider is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Service Provider is required to ensure that the information provided remains accurate and up to date. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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.

### **3.7 Business Continuity and Disaster Recovery Plan**

The Service Provider shall maintain a business continuity/disaster recovery plan and procedures that outlines measures for ensuring the continuation of the Services in the event of circumstances that may affect the Service Provider's operations including systems breakdown and natural disasters and other reasonably foreseeable events. The Service Provider shall not perform any Services under this Agreement until it has submitted a completed CMHC Business Continuity Management Attestation Form to CMHC. In addition to the foregoing, the Service Provider must notify CMHC if the Service Provider makes any significant changes to its business continuity and disaster recovery plan within thirty (30) days of the changes.

## **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 Service Provider 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 Service Provider 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

- a) "CMHC Information" refers to any and all information or data of a confidential nature that is transferred, directly or indirectly, to the Service Provider or for which access is provided to the Service Provider including all Personal Information (as defined in section 4.2.2, below), 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, whether or not it is marked as confidential.
- b) The Service Provider 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.
- c) The Service Provider 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 provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. Where the Services are sensitive in nature, CMHC may require that the Service Provider provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.
- d) In the event that the Service Provider experiences a breach of confidentiality with respect to the CMHC Information, the Service Provider will immediately notify CMHC and cooperate with CMHC to the extent required to remedy the breach.
- e) The Service Provider 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.
- f) The Service Provider shall, at all times, ensure to transmit information between the Service Provider and CMHC through secure means of transmission.
- g) In addition, when CMHC Information is stored, the Service Provider will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in Schedule "C" ("Privacy and Security Requirements") attached hereto. The Service Provider will also implement information management and governance tools and controls, as further described in Schedule C. The requirements of Schedule C will be binding on any third party to whom the Service Provider outsources any of its IT or information management functions or who is managing such functions on behalf of the Service Provider. In addition to the requirements set forth in Schedule C, the Service Provider shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy laws.
- h) The Service Provider shall execute any further actions to enhance the security controls as may be reasonably required by CMHC.

- i) The Service Provider shall conduct regular security assessments to ensure safeguards are working effectively.
- j) The Service Provider shall ensure all CMHC Information is encrypted while in transit and at rest at a minimum 128 bit encryption throughout the Term.
- k) Any CMHC Information provided to the Service Provider in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Service Provider immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Service Provider shall proceed to the destruction, at its expense, of such documents in accordance with CMHC's reasonable instructions and provide specific proof under oath of their destruction. Notwithstanding the foregoing, the Service Provider shall be permitted to maintain copies of such documentation as it reasonably requires in accordance with records retention or other regulatory requirements, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.
- l) Without limiting the generality of the foregoing, the Service Provider shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Service Provider or subcontractors without the prior written consent of CMHC.
- m) The Service Provider may disclose CMHC Information where required to do so pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority. When the Service Provider discovers that it may potentially be required to disclose CMHC Information for the reasons described in the immediately foregoing sentence, the Service Provider shall: (a) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.
- n) Employees of the Service Provider may be required to undergo a criminal records check or hold a valid personnel security screening at the level of Enhanced Reliability prior to commencement of any Services 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 Agreement on the basis of the results of the criminal records check/security clearance. Each of the Service Provider's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

#### **4.2.1 Information Security Requirements**

- a) The Service Provider shall, at all times, ensure to transmit information between the Service Provider and CMHC through secure means of transmission. In addition, when CMHC Information, including Personal Information (as defined in section 4.2.2, below), is stored, the Service Provider will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where

applicable, and that the information is not lost or otherwise accessed without authority, as further described in Schedule C to this Agreement. The Service Provider will also implement information management and governance tools and controls, as further described in Schedule C. The requirements of Schedule C will be binding on any third party to whom the Service Provider outsources any of its IT or information management functions or who is managing such functions on behalf of the Service Provider.

b) The Service Provider represents and warrants that it has the controls in place to meet Protected B data (as defined in Schedule C) safeguards based on ISO27001:2013, ITSG-33 or equivalent security framework.

c) The Service Provider shall conduct regular security assessments, at a minimum on a yearly basis, to ensure safeguards are working effectively (e.g. Threat and Risk Assessments, Vulnerability Assessments, etc.). Upon request from CMHC, Service Provider shall provide proof that such assessments have been conducted.

d) The Service Provider shall ensure that CMHC Information shall remain in Canada and be accessed from/within Canada and by individuals who have obtained the appropriate security screening as per Government of Canada security screening classification and expressly agrees to logically segregate CMHC Information in electronic format and physically segregate physical documents.

#### **4.2.2 Privacy**

“Personal Information” means information about an identifiable individual or other information managed, accessed, collected, used, disclosed, retained, received, or disposed of in relation to the provision of the Services that is subject to any Canadian privacy laws.

The Service Provider acknowledges and agrees that all Personal Information collected or accessible to the Service Provider in the course of providing the Services, including Personal Information constitutes Confidential Information of CMHC to which the provisions of section 4.2.1 apply, except to the extent such provisions are inconsistent with this section 4.2.2, which prevails with respect to Personal Information. In addition to the foregoing obligations, the Service Provider will:

- a) handle all Personal Information in accordance with Canadian privacy laws;
- b) perform its obligations under this Agreement in a manner that will facilitate CMHC’s compliance with Canadian privacy laws;
- c) if requested by CMHC, within five (5) business days from the date upon which the request was made by CMHC, to the extent Service Provider has possession or control of Personal Information, either: (i) update, correct or delete Personal Information or modify the individual’s choices with respect to the permitted use by CMHC of such Personal Information; or (ii) provide access to CMHC or to its other service providers to enable it to perform the activities described in clause (i) itself;
- d) if Service Provider receives a request for access to Personal Information that is under the possession or control of Service Provider, it will immediately refer such request to CMHC, and respond to any such request only by making reference to such referral; and,

if CMHC is required by any Canadian privacy laws to provide Personal Information to an individual that is in Service Provider's possession or control, at CMHC's request, provide such Personal Information to CMHC on or before the deadlines for such provision required to enable CMHC to comply with any deadlines applicable under such Canadian privacy laws to the provision of such Personal Information, provided that CMHC has given Service Provider sufficient notice to meet such deadlines;

e) if not legally prohibited from doing so, notify CMHC of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by a governmental or regulatory authority for the disclosure of Personal Information, and, to the maximum extent permitted by applicable law, reasonably cooperate with CMHC in its efforts to oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request;

f) immediately notify CMHC if the Service Provider receives notice from any governmental or regulatory authority alleging that CMHC or the Service Provider has failed to comply with Canadian privacy laws in connection with the performance of this Agreement, or if the Service Provider otherwise becomes aware and reasonably believes that the Service Provider or CMHC may have failed or may in the future fail to comply with Canadian privacy laws in connection with the performance of this Agreement;

g) at CMHC's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to CMHC or Personal Information;

h) provide reasonable assistance to CMHC in responding to and addressing any complaint relating to the handling of Personal Information in the course of the performance of the Services; and

i) upon CMHC's written request, provide CMHC with an updated list of all Service Provider personnel that have handled Personal Information.

#### **4.2.3 Privacy Breach Notification**

a) Upon becoming aware of the occurrence of any security breach or privacy breach, the Service Provider will do the following, subject to applicable law:

- i. immediately, but in any event not later than two (2) business days from the date Service Provider becomes aware of the occurrence of such security breach or privacy breach, notify CMHC by telephone and in writing;
- ii. take all steps necessary to enforce against any person that is or may be engaging in such unauthorized handling any rights that Service Provider has to require such person to comply with any obligation of confidence to Service Provider and to cease such unauthorized activities;
- iii. do all things, execute all documents and give all assistance reasonably required by CMHC to enable CMHC to enforce against any person that is or may be engaging in such unauthorized handling any rights that CMHC has to require such person to comply with any obligation of confidence to CMHC and to cease such unauthorized activities; and

- iv. if the security breach involves Personal Information, then, if requested by CMHC, reasonably cooperate with and assist CMHC in CMHC's communication with the media, any affected persons (by press release, telephone, letter, call centre, website or any other method of communication) and any governmental or regulatory authorities to explain the occurrence of the security breach and the remedial efforts being undertaken. The content and method of any such communications will be determined by CMHC and the Service Provider; to the extent such content refers to the Service Provider, acting reasonably.

b) Additionally, the Service Provider shall assist CMHC in mitigating any potential damage and take such steps as are directed by CMHC to assist in the investigation, mitigation and remediation of each such security breach.

c) As soon as reasonably practicable after any such security breach, the Service Provider shall conduct a root cause analysis and, upon request, will share summaries of the results of its analysis and its remediation plan with CMHC. The Service Provider shall provide updated information to CMHC should additional details be discovered regarding the cause, nature, consequences, or extent of the security breach.

#### **4.2.4 Access to Information**

a) The Service Provider acknowledges that the *Access to Information Act* applies to CMHC and may require the disclosure of information. The Parties will comply with the provisions of the *Access to Information Act*, including in connection with a request under the *Access to Information Act* by a third party for access to information ("Access to Information Act Request").

b) If an Access to Information Act Request is made to the Service Provider (rather than to CMHC) for access to any CMHC Information, the Service Provider shall: (i) not communicate with or respond to the person making the Access to Information Act Request, except as directed by CMHC in writing; (ii) promptly, but in any event within seven (7) days (or such other period of time as may be agreed by the Parties) of the receipt of such Access to Information Act Request, forward that Access to Information Act Request to CMHC; and (iii) without detracting from CMHC's responsibilities and Service Provider's rights under the *Access to Information Act*, reasonably cooperate with CMHC as necessary to enable CMHC to respond to each Access to Information Act Request or otherwise comply with the *Access to Information Act*.

#### **4.3 Service Provider's Indemnification**

The Service Provider 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 Service Provider 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 Service Provider. The Service Provider 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 Service Provider.

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 Service Provider**

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

Without limiting the generality of the foregoing, the Service Provider shall retain complete control of and accountability for its employees, agents and Service Providers. The Service Provider 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 Service Provider at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Service Provider.

#### **4.5 Service Provider's Authority**

The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The Service Provider must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Service Provider's duties to that third party and the Service Provider'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 Service Provider of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Service Provider's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Service Provider.



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**

The Service Provider shall procure, supply and maintain, at its own expense, the designated insurance, or cause to be procured and maintained such insurance in force for the duration of this Agreement. As of the date of this Agreement, all insurance coverage(s) of Service Provider shall be issued by financially sound and responsible regulated insurance companies and shall have an Alfred M. Best Company, Inc. rating of "A-" or better (or such other debt rating agencies and/or rating as approved at the sole discretion of CMHC).

##### **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 inclusive for personal injury, bodily injury (including death) and property damage including loss of use for any one occurrence or series of occurrences arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Service Provider, liability for products and completed operations, broad form coverage, Service Provider's liability, non-owned automobile, contingent employer's liability, employees and contract employees as insureds, owners & Service Provider's protective, blanket contractual liability and liability specifically assumed under this Agreement. CMHC shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

##### **B) Professional Errors & Omissions Liability Insurance**

The Service Provider will provide and maintain Professional Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit not less than \$5,000,000 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 Service Provider, its agents or employees in the performance of the Services. The Service Provider shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this Agreement.

##### **C) Commercial Automobile Insurance**

The Service Provider shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Service Provider. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Service Provider shall provide CMHC with confirmation of automobile insurance coverage for all automobiles registered in the name of the Service Provider.

##### **D) All Risk Property Insurance**

The Service Provider will provide and maintain All Risk Property insurance, with an insurer licensed to do business in Canada on a replacement cost basis, of sufficient limit to cover all property of CMHC entrusted to the Service Provider including but not limited to property in transit and all property or otherwise in their care, custody and control. The insurance policy shall contain a waiver of subrogation against CMHC, its affiliates and each of their respective directors, officers, employees and agents. CMHC shall be added to the policy as a loss payee as their interest may appear.

**E) Fidelity Bond/Employee Dishonesty**

Fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with limits of not less than \$100,000 extending coverage to all owned and non-owned property for which the Service Provider is legally liable including a Third Party endorsement in favor of CMHC. The policy shall add CMHC as loss payee.

**F) Computer Security and Privacy Liability**

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the vendor, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the vendor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

- i. unauthorized use/access of a computer system
- ii. defense of any regulatory action involving a breach of privacy or transmission of malicious code
- iii. failure to protect confidential information (personal and commercial information) from disclosure; and
- iv. notification costs, whether or not required by statute.

The policy shall be renewed continuously for a minimum period of three (3) years following expiration or early termination of this Agreement.

The Service Provider shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the Service Provider shall maintain continuous insurance coverage during the term of this Agreement and in addition to the coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
2. Policy allows for reporting of circumstances or incidents that might give rise to future claims; and not less than a three year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.
3. Not less than a three (3) year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

**G) Contractors Equipment**

Contractor's equipment insurance coverage with an insurer licensed to do business in Canada, covering equipment used by the Service Provider for the performance of the Services, coverage is to be on a replacement cost basis or shall be in a form acceptable to CMHC.

**H) Workers Compensation**

Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed.

**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 required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction in which the Services are being performed. All insurance policies required to be maintained by Service Provider pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Service Provider's insurance and shall not contribute to it. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition, Service Provider shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. 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 discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Service Provider agrees that it shall contractually obligate any sub-contractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such sub-contractor'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 sub-contractor 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.

**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 Service Provider 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 service provider and withholding of payment due to the Service Provider 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 Service Provider will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified service providers to perform the Services without further compensation or obligation to the Service Provider.

#### **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 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.

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

#### **4.14 Official Languages**

The Service Provider acknowledges and understands that CMHC is governed by the *Official Languages Act* and as such, must provide services to the public in both official languages, English and French. Therefore, if the Service Provider, acting on behalf of CMHC, is required to communicate with, or provide services or products to CMHC clients or the public, it must do so in the official language chosen by the person receiving the communication, service or product in a timely and equivalent manner. The Service Provider must also be capable of providing services in both official languages to CMHC employees in a timely and equivalent manner. All complaints received by the Service Provider pursuant to the *Official Languages Act* RSC 1985, c 31 shall be forwarded to CMHC within one (1) business day or receipt. CMHC shall have the right to monitor the Services provided by the Service Provider in both official languages.

#### **4.15 Access to CMHC Property**

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement, CMHC agrees to permit access by the Service Provider'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 Service Provider's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any

employee who violates CMHC safety and/or security regulations or interferes with CMHC operations at the site.

#### **4.16 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 Service Provider. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in article 3.1 shall be adjusted accordingly, provided that the Service Provider 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.

#### **4.17 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.

#### **4.18 Assignment of the Agreement**

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

It is understood and agreed that the Service Provider may engage other entities to assist with the Service Provider in providing of the Services, provided that the Service Provider 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 Service Provider from any obligation under the Agreement or impose any liability upon CMHC.

#### **4.19 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 Service Provider may be suspended or modified. Where the Service Provider provides satisfactory evidence to CMHC that the Service Provider 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.

#### **4.20 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.

#### **4.21 Scope of Agreement**

This Agreement, including any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties and supersedes all prior or contemporaneous

understandings, written or oral. These terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Service Provider's general terms and conditions or any other document issued by the Service Provider in connection with this Agreement. In case of conflicts between the Service Provider's documents and CMHC's documents, CMHC's shall govern.

**4.22 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 article 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the agreement administrator is changed. CMHC will notify the Service Provider 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 Service Provider 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 on (date), and as amended from time to time; and
- (b) the Schedules to this Agreement, together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

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

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

**THE SERVICE PROVIDER**

**CANADA MORTGAGE AND HOUSING CORPORATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK**



**Draft Agreement - SCHEDULE "B" - FEES**

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

**To be completed and agreed upon with successful proponent.**

**SCHEDULE "C" – CMHC Privacy and Security Requirements**

**Definitions for the purposes of this Schedule C, including any Exhibits**

“Authorized Person” means officers, employees and contractors of the Service Provider who have a need to know to CMHC Information.

“Data Custodian” means the employee designated by the Service Provider to perform the responsibilities set out in Exhibit 1 to this Schedule C of this Agreement.

“Identified Person” means an Authorized Person whose current work-related responsibilities require access to CMHC Information.

“Logical Access Controls” means the process of enforcing proper identification, authentication and accountability with respect to access to a computer system, based on the latest information technology (IT) security guidance. These include:

- individual user accounts;
- complex passwords eight (8) characters minimum, lower and upper case, numbers, special characters;
- access-based on role (privileged vs. non-privileged); and
- auditing.

“Portable Storage Devices (PSDs)” means devices that are portable and contain storage or memory into which users can store information, including, but not limited to, laptops, CD-ROMs, flash memory sticks, backup media and removable hard disks.

“Protected B” means a security level assigned to information or assets that, if compromised, could cause serious injury to an individual, organization or government.

“System” means a single IT-related device, a component of such a device or a group of IT-related devices that may be used to receive, store, process or transmit information. This includes, but is not limited to, personal computers, servers, laptops, tablets, smart phones, virtual computers and cloud based virtual systems.

“Visitor” means an individual, other than an Authorized Person, who has been invited into the secure area by an Authorized Person, as permitted by the Service Provider’s access policies.

## **Privacy and Security Requirements**

The Parties are required to protect the CMHC Information in accordance with applicable direction and guidelines from the Treasury Board of Canada, or their equivalent in the case of the Service Provider, with respect to the protection of “Protected B” data, including guidance from CSE (ITSG-33) which aligns with the ISO 27001 framework. Further as a federal government institution, the Service Provider acknowledges that CMHC is subject to the Access to Information Act (Canada) and the Privacy Act (Canada) and therefore the Service Provider agrees to submit to whatever reasonable measures are necessary in order to ensure that CMHC can comply with these laws and their related regulations, policies, and directives (“ATIP Legislation”).

As such, the Service Provider agrees: (i) to protect any Personal Information that it may access through the course of providing Services under this Agreement in a manner that is compatible with provisions of ATIP Legislation; and (ii) that it has in place appropriate privacy protection measures to safeguard all CMHC Information that it has access to under this Agreement. More specifically, the Service Provider shall, as required by the provisions of article 4.2 of this Agreement, comply with the security requirements described below at all times.

The Service Provider is required to acquire industry-leading compliancy reports such as SOC 2 Type 2.

### **Physical Access:**

1. CMHC Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the secure location will be escorted by an Authorized Person at all times. The secure location can be within a series of buildings, one entire building, an entire floor within a building, or a single room. Once the perimeter of the secure location is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building. CMHC may approve other secure environments that provide a similar level of protection to CMHC Information.

2. Access to CMHC Information is limited to Identified Persons. The duties of the Data Custodian, as stated in Exhibit 1 to this Schedule C, include maintaining an auditable trail on access to CMHC Information by Identified Persons. Under no circumstances may Visitors be permitted to access CMHC Information.

### **IT Storage and Transmission:**

3. The Service Provider 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 in a database or repository either logically segregated or physically independent from all other databases or repositories. All Systems with access to CMHC Information will employ Logical Access Controls at the device and network level and will have functional and current antivirus software.

4. Where CMHC Information is held on PSDs, complex passwords with encryption will be used. The encryption level will meet the commercially accepted standards for Protected B” information

which aligns with the ISO 27001 framework. This applies equally to backups of CMHC Information stored on PSDs.

5. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where CMHC Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless CMHC Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured.

6. Network firewall rules will be in place such that no system processing CMHC Information can communicate at the network layer with any system that can be accessed by non-Identified Persons.

Network firewall rules will also be in place such that no system processing CMHC Information can be accessed at the network layer by a system outside of the secure area. CMHC Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when at rest and in use by an Identified Person. Alternatively, CMHC Information may be stored on a stand-alone computer in a secure area with no external connections, or on a closed network within the secure area. When the network transmits information that leaves a secure area (for example, when a series of buildings house employees within a single organization), the CMHC Information will be encrypted whenever it is outside the secure area.

#### Physical Storage:

7. When not in use, PSDs containing CMHC Information will be stored in secure containers. This applies equally to backups of CMHC Information.

8. CMHC Information will not be removed from the secure area (as described in point 1 above) in any format (e.g., printouts, PSDs, etc.), and in accordance with this Schedule C. When not in use, printed documents containing CMHC Information will always be stored in secure containers.

#### Information Copying and Retention & Record Management:

9. Copies and extracts of CMHC Information may only be made for the purposes of carrying out the permitted purposes as covered by this Agreement. When no longer needed, any such copies or extracts will be destroyed in a secure manner as required under article 4.2 of this Agreement (as applicable).

10. Paper documents containing CMHC Information will be destroyed (shredded) in a secure manner before disposal.

11. All electronic storage media used in the processing of CMHC Information, including all back-up, PSDs, photocopiers and other electronic media where CMHC Information has been electronically stored, will be sanitized or destroyed, in accordance with the latest communications security establishment standards for "Protected B" information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to article 4.2 of this Agreement (as applicable).

These security requirements will be communicated to all Identified Persons prior to them accessing CMHC Information and be available for reference, as required.

**EXHIBIT 1 to SCHEDULE C – Responsibilities of the Data Custodian**

The Data Custodian designated by the Service Provider will implement the following requirements:

1. Prepare a document for the use of the Service Provider’s employees and contractors engaged by the Service Provider, outlining the terms and conditions governing the use of CMHC Information, as well as the procedures to send, receive, handle and store CMHC Information (hereinafter the “Confidentiality Document”). The Confidentiality Document will include the following terms and conditions of this Agreement:

- a) Confidentiality of CMHC Information, as specified in the Agreement;
- b) Use of CMHC Information, as specified in the Agreement;
- c) Access to CMHC Information, as specified in the Agreement; and
- d) Security Requirements, as specified in the Agreement.

2. Prior to granting access, the Data Custodian will ensure that every employee and every contractor engaged by the Contractor who accesses CMHC Information has acknowledged and agreed to comply with the terms of this Agreement and that they have read, understood and agree to comply with the terms and conditions of this Agreement as highlighted in the Confidentiality Document.

**EXHIBIT 2 to SCHEDULE C – Service Locations and IT Security Controls**

Service Location (Name and Place)	Nature of Services	Data Type	Type of access (is access to CMHC Development or production environments required. Please specify)	Proponent Personnel and subcontractors have obtained and are compliant with the security screening requirements of article 4.2 of Section 2 (n)	Controls proposed by Proponent

## APPENDIX E – PRIVACY/SECURITY CONTROLS QUESTIONNAIRE

<p style="text-align: center;"><b>PRIVACY/SECURITY CONTROLS</b></p>	<p style="text-align: center;"><b>RESPONSE/CONFIRMATION OF EXISTING CONTROLS</b>  <i>***Please provide detailed responses – a YES or NO is not sufficient***</i></p>
<p><b>1. Privacy Governance - Responsibility and Accountability for Policies and Procedures</b></p> <p>Responsibility and accountability are assigned to a person or group for developing, documenting, implementing, enforcing, monitoring, and updating the organization’s privacy policies and procedures.</p> <p><i>*For CMHC Internal Use: PIA Sections: 1.1, 1.2, 1.4, 6.1</i></p>	
<p><b>2. Privacy Incident and Breach Management</b></p> <ul style="list-style-type: none"> <li>▪ A documented privacy incident and breach management program has been implemented that includes, but is not limited to, the following: Procedures for the identification, management, and resolution of privacy incidents and breaches;</li> <li>▪ Defined responsibilities;</li> <li>▪ A process to identify incident severity and determine required actions and escalation procedures;</li> <li>▪ A process for complying with breach laws and regulations, including stakeholders and breach notification, if required;</li> <li>▪ An accountability process for employees or third parties responsible for incidents or breaches with remediation, penalties, or discipline as appropriate;</li> <li>▪ A process for periodic review (at least on an annual basis) of actual incidents to identify necessary program updates based on: incident patterns and root cause; and changes in the internal control environment or external requirements (regulation or legislation);</li> <li>▪ Periodic testing or walkthrough process (at least on an annual basis) and associated program remediation as needed.</li> </ul> <p><i>*For CMHC Internal Use: PIA Sections 1.3, 1.4, 2.1, 3.1</i></p>	
<p><b>3. Compliance, Monitoring and Enforcement</b></p> <p>Compliance with privacy policies and procedures, commitments, service-level agreements, and other contracts will be reviewed and documented, and the results of such reviews reported to management. If problems are identified, remediation plans are developed and implemented.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.4, 2.1, 3.1, 6.1, 10</i></p>	
<p><b>4. Privacy Training</b></p>	

<p>A privacy education and communication program is in place and supported by a monitoring system that confirms all employees and/or contractors are trained.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.5, 3.1, 3.2</i></p>	
<p><b>5. Third Party Protection of Personal Information</b></p> <p>The organization has procedures in place to evaluate that the third parties have controls to meet the terms of the CMHC agreement, instructions, or requirements.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.2, 1.6, 3.1, 4.1</i></p>	
<p><b>6. Privacy by Design (PbD)</b></p> <p>Privacy by Design is proactively embedded in the proposed program/activity throughout the entire life cycle end to end. Therefore it is ensured that privacy is built into the design, operation, and management from the start. The organization can also articulate and demonstrate the “positive sum” (e.g. no trade offs; win/win) characteristics of program/activity.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.2, 1.7, 2.1, 3.1, 3.2, 4.1</i></p>	
<p><b>7. Retention and Storage of Personal Information</b></p> <p>Please describe your policies and procedures.</p> <p><i>*For CMHC Internal Use: PIA Sections 4.1, 5.1, 5.2, 5.3</i></p>	
<p><b>8. Disposal, Destruction and Redaction of Personal Information</b></p> <p>Personal information no longer needed is de-identified, anonymized, disposed of, or destroyed in a manner that prevents loss, theft, misuse, or unauthorized access.</p> <p><i>*For CMHC Internal Use: PIA Sections 5.1, 5.4</i></p>	
<p><b>9. Security in Privacy Policies</b></p> <p>The organization’s privacy policies (including any relevant security policies), address the security of Personal Information.</p> <p><i>*For CMHC Internal Use: PIA Section 7.1</i></p>	
<p><b>10. Safeguarding of Personal Information</b></p> <p>Personal information is protected, from start to finish, using administrative, technical and physical safeguards to prevent loss, misuse, unauthorized access, Disclosure, alteration, and destruction. Please explain how you meet security controls based on a security framework, such as or equivalent to:</p> <ul style="list-style-type: none"> <li>▪ ISO27001:2013</li> <li>▪ ITSG-33</li> </ul>	

<ul style="list-style-type: none"> <li>▪ SOC 1 Report</li> <li>▪ SOC 2 Report</li> <li>▪ CSEA 3416</li> <li>▪ SSAE 18</li> </ul> <p>Alternatively, if you are using a third-party provider to manage your network (such as Bell Canada or Rogers or Microsoft), SOC reports are available through your provider and will satisfy this requirement.</p> <p><i>*For CMHC Internal Use: PIA Section 7.2</i></p>	
<p><b>11. Logical Access to Personal Information</b></p> <p>Logical access to Personal Information is restricted by procedures that address the following matters:</p> <ul style="list-style-type: none"> <li>a) Authorizing and registering internal personnel and individuals;</li> <li>b) Identifying and authenticating internal personnel and individuals;</li> <li>c) Making changes and updating access profiles;</li> <li>d) Granting privileges and permissions for access to IT infrastructure components and Personal Information;</li> <li>e) Preventing individuals from accessing anything other than their own personal or sensitive information;</li> <li>f) Limiting access to Personal Information to only authorized internal personnel based upon their assigned roles and responsibilities;</li> <li>g) Distributing output only to authorized internal personnel;</li> <li>h) Restricting logical access to offline storage, backup data, systems, and media;</li> <li>i) Restricting access to system configurations, super user functionality, master passwords, powerful utilities, and security devices (for example, firewalls); and</li> <li>j) Preventing the introduction of viruses, malicious code, and unauthorized software.</li> </ul> <p><i>*For CMHC Internal Use: PIA Section 7.3</i></p>	
<p><b>12. Physical Access Controls</b></p> <p>Physical access is restricted to Personal Information in any form (including the components of the entity's system(s) that contain or protect Personal Information). Controls are in place to ensure the confidentiality, availability and integrity of the Personal Information.</p> <p><i>*For CMHC Internal Use: PIA Section 7.4</i></p>	
<p><b>13. Environmental Safeguards</b></p> <p>Personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p> <p><i>*For CMHC Internal Use: PIA Section 7.5</i></p>	

<p><b>14. Transmitted Personal Information</b></p> <p>Personal information collected and transmitted over the internet, over public and other non-secure networks, in the cloud and over wireless networks is protected.</p> <p><i>*For CMHC Internal Use: PIA Section 7.6</i></p>	
<p><b>15. Storage of Personal Information/Technical Safeguards</b></p> <p>Personal information is stored securely. For example:</p> <ul style="list-style-type: none"> <li>▪ Biometrics;</li> <li>▪ Passwords;</li> <li>▪ Passwords changed every 90 days;</li> <li>▪ Password protected screensavers;</li> <li>▪ Session time out security;</li> <li>▪ Firewalls;</li> <li>▪ Intrusion detection systems;</li> <li>▪ Virtual private networks (VPN);</li> <li>▪ GoC(Government of Canada) Public Key Infrastructure Certificates;</li> <li>▪ External Certificate Authority (CA); and</li> <li>▪ Audit trails.</li> </ul> <p><i>For CMHC Internal Use: PIA Section 7.6</i></p>	
<p><b>16. Testing Security Safeguards</b></p> <p>Tests of the effectiveness of the key administrative, technical, and physical safeguards protecting Personal Information are conducted periodically including a Threat and Risk assessment (TRA) or similar security assessment.</p> <p><i>For CMHC Internal Use: PIA Sections 7.7, 7.8</i></p>	
<p><b>17.1 Openness</b></p> <p>Information about an organization's privacy policies and procedures, including the name of the Privacy Officer and their responsibilities, are user-friendly, communicated and made readily available to the public, internal personnel and third parties who need them.</p> <p><i>For CMHC Internal Use: PIA Sections 8.1, 8.2</i></p>	
<p><b>17.2 Openness</b></p> <p>Privacy policies are documented in writing, made publicly available, and are current and up-to-date, which demonstrate commitments to protect privacy, in user-friendly terms.</p> <p><i>For CMHC Internal Use: PIA Section 8.1</i></p>	



## APPENDIX F – IT REQUIREMENTS

IT REQUIREMENTS	RESPONSE
Provide an overview of your dedicated systems, technology and IT personnel resources.	
Describe your process and controls in place for reconciling data between the systems which interface with each other (i.e. recordkeeping, internet, call center, IVR and external data transfers) and specify when the process was introduced. How often are the systems reconciled (i.e. real-time, batch, nightly, weekly) and what procedures are in place if the reconciliation fails?	
Please confirm if you currently employ security systems and procedures, such as: 1) Firewall that filters the required protocols and supports the logging of all access attempts. 2) Web server support of SSL and the use of encryption keys that are modified every two years at a minimum. 3) Secure authentication technology (i.e. token technology or user ID and password / password life and complexity). 4) Other, please describe.	
How is access to CMHC data managed: 1) Security screening (employees and contractors have been security screened to the level specified for their position or contract, or to the minimum required to access the system, whichever is greater); 2) Access control review (granting, modifying or revoking accesses); 3) Security incident reporting process; 4) Physical location/physical access control procedures (i.e. does the system reside in an area that meets the physical security requirements appropriate to its sensitivity level, is access to the site restricted to authorized personnel); and 5) Are physical security requirements in place to meet RCMP standards for the safeguarding of Protected B data?	
Indicate if there is redundancy in all systems supporting your production environment, including but not limited to: 1) Backup communication lines 2) Backup application 3) Backup database 4) Backup hardware 5) Backup power supply 6) Backup of logs and audit trails.	
Confirm and describe if you have a disaster recovery facility in place that is separate from the primary production site to provide full backup and timely resumption of processing for critical systems.	

<p>Indicate if there is currently a privacy and security program in place, including but not limited to:</p> <ol style="list-style-type: none"> <li>1) Is this part of an individual's responsibility or is it a team that is assigned to the task?</li> <li>2) Is there a privacy level agreement / privacy statement addressing the level of data protection in place and any accountability obligations?</li> <li>3) Are policies, processes, and procedures reviewed and updated accordingly?</li> <li>4) Does your privacy and security programs apply to all your jurisdictions from where you operate and provide support from?</li> <li>5) Are your privacy and security practices audited by independent external parties?</li> <li>6) Can you integrate ATI processes with CMHC's privacy processes described in Appendix D, Section 4.0, and sub-section 4.2 - Confidentiality, Privacy and Access to Information?</li> <li>7) Can you integrate your incident response and privacy breach process with CMHC's IR process?</li> </ol>	
<p>Are any third parties going to be leveraged for providing your services? If so:</p> <ol style="list-style-type: none"> <li>1) What is the geographical location that these parties will be providing support from? - Technical and operational support for this solution must be provided by countries where Canada has a bilateral agreement on security.</li> <li>2) Will they have access to CMHC Protected information?</li> <li>3) Are any processes or agreements in place that will ensure that third parties follow data protection practices?</li> <li>4) Who is accountable for their security controls?</li> </ol>	
<p>Have your privacy and security practices been audited or undergone verification, by independent external parties?</p> <ol style="list-style-type: none"> <li>1) Can you provide compliance with any COBIT, PCI, ISO/SSAE16 or similar standards?</li> <li>2) Are any SOC reports, such as but not limited to, SOC2 Type2, available?</li> </ol>	
<p>Identify how any CMHC related data is protected while in transit and at rest.</p> <ol style="list-style-type: none"> <li>1) Would any of this data ever be stored on transportable media and devices? Such as but no limited to USB sticks or any external storage devices?</li> <li>2) Are any safeguards in place for any mobile devices such as, but not limited to, BYOD, mobile phones, and laptops?</li> <li>3) Are any of your databases, servers, or applications used by other clients? If so, how do enforce the segregation of data from one client to another?</li> <li>4) Will the data at rest and in motion be encrypted amongst the solutions components and its end users?</li> <li>5) Do you have controls in place to meet Protected B safeguards based on ISO27001:2013, ITSG-33 or equivalent?</li> <li>6) If all data at rest and in motion resides within Canada, does the data in motion ever leave Canadian soil, even for temporary purposes?</li> </ol>	
<p>Identify how downtime is managed for situations such as service upgrades and patch management.</p>	
<p>Identify all geographic locations where any of CMHC's data will reside.</p>	

Identify the physical and administrative safeguards currently in place that will protect CMHC's information stored within your datacenters.	
What Service Levels can be guaranteed?	
Identify what security guidelines you follow for application development.	
Identify if integration with CMHC's services directories or identity management is possible when and if required.  1) Does the solution support Single Sign-On (SSO)? 2) Does the solution support Two Factor Authentication (2FA)?	
Can third parties access shared logs and resources and reveal sensitive information about CMHC and its users?	
Identify how credentials and digital identities are protected and how they are used in a public cloud, or on-premise applications	
Identify if your service supports an IaaS, PaaS, SaaS or an on-premise architecture for delivering your services.	
Identify if you have ever experienced any information privacy or security breaches.	
Identify if security related assessments are conducted on a regular (yearly) basis. This can include: 1) Internal and/or 3rd party Vulnerability assessments/testing 2) Internal and/or 3rd party Penetration testing.	
Can data that is deemed confidential by CMHC be masked? If yes, how? If no, what effort is involved to implement that functionality?	
Identify how data is destroyed upon termination of service, and what method is used (i.e. multiple writes).	

**APPENDIX G – INVOICE TEMPLATE**

**Supplier Information:**

Business Name, Address,  
HST#, email address

**Invoice Number:**

This must be a unique  
identifier

**Invoice Date:**

Date invoice is sent to CMHC

**Date of Service:**

*i.e. February 2021*

**Description of Services:**

*Multi-Unit Property  
Management Services, as per  
PA#\_\_\_\_\_*

**Purchase Order Number:**

To be provided by CMHC

**Property Management Fees:**

**Standard multi-unit properties  
Co-ops and independent or assisted living  
senior housing**

**(Catalogue Item # to be provided by CMHC):** \$ \_\_\_\_\_

**Transitional and/or supportive housing  
Shelters**

**(Catalogue Item # to be provided by CMHC):** \$ \_\_\_\_\_

**Partially constructed properties**

**(Catalogue Item # to be provided by CMHC):** \$ \_\_\_\_\_

**Subtotal Monthly Management Fee:**

\$ \_\_\_\_\_

**Sales Taxes:**

\$ \_\_\_\_\_

**Total:**

\$ \_\_\_\_\_

**Documentation to be included with each monthly invoice:**

EGL % calculation per property and property type for standard rental, co-op and  
senior category

Revenue report (as per reporting section)