

*Green Alert - Duplex printing of this document will save paper*

# **REQUEST FOR SUPPLY ARRANGEMENT (RFSA)**

## **For**

### **GRANVILLE ISLAND ROOFING SERVICES**

Request for Standing Offer No.:	<b>RFSA-002323</b>
Issued:	<b>September 18, 2023</b>
Submission Deadline:	<b>October 18, 2023, at 14:00hrs Ottawa local time</b>
Address Inquiries to RFSA Contact:	<b>Neil Davies</b>
Email RFSA Contact:	<b>ndavies@cmhc-schl.gc.ca</b>



---

**TABLE OF CONTENTS**

---

**PART 1 – SUBMISSION INSTRUCTIONS .....3**

1.1 Objective of this RFSA .....4

1.2 RFSA Contact .....3

1.3 Master Agreement.....3

1.4 Contracting Process .....4

1.3 RFSA Timetable .....4

1.6 Submission of Responses .....5

**PART 2 – EVALUATION AND SELECTION .....7**

2.1 Stages of Evaluation .....7

2.2 Stage I – Mandatory Submission Requirements .....7

2.3 Stage II – Evaluation .....7

2.4 Stage III – Pricing .....7

2.5 Ranking and Selection .....7

2.6 Notification of Top-Ranked Respondents.....7

2.7 Scoring by the Evaluation Team .....8

**PART 3 – TERMS AND CONDITIONS OF THE RFSA PROCESS.....9**

3.1 General Information and Instructions .....9

3.2 Communication after Issuance of RFSA .....10

3.3 Notification and Debriefing .....12

3.4 Conflict of Interest and Prohibited Conduct.....11

3.5 Confidential Information .....12

3.6 Procurement Process Non-Binding .....12

3.7 Governing Law and Interpretation .....13

**APPENDIX A – SUBMISSION FORM.....14**

**APPENDIX B – PRICING FORM .....18**

**APPENDIX C – RFSA SPECIFICATIONS .....21**

A. Background .....21

B. The Deliverables .....22

C. Work Location .....23

D. Travel .....23

E. Security .....23

F. Material Disclosures .....23

G. Mandatory Submission Requirements .....23

H. Mandatory Technical Requirements.....24

I. Pre-Conditions of Award .....24

J. Rated Criteria .....24

K. References .....26

**APPENDIX D - COMPARABLE PROJECT FORM**

**APPENDIX E - MASTER AGREEMENT**

# PART 1 – SUBMISSION INSTRUCTIONS

## 1.1 OBJECTIVE OF THIS RFSA

Canada Mortgage and Housing Corporation (“CMHC”) is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development, and Minister responsible for CMHC.

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

Granville Island is recognized as one of the most successful waterfront developments in North America. It is comprised of 15.2 hectares (37.6 acres) of land area and 2.1 hectares (5.3 acres) of tidal water area and represents a major public land holding in close proximity to downtown Vancouver.

CMHC would like to acknowledge that Granville Island is located on the traditional territory of the Musqueam, Squamish, and Tsleil-Waututh First Nations and we thank each of the First Nations for the opportunity to work, live and play on this wonderful land.

Situated in False Creek between the Burrard and Granville Bridges, it is adjacent to the marinas and aquatic activities of both False Creek and English Bay. Granville Island is on federal land and the surrounding waters are comprised of municipal, provincial and federal water lots. Granville Island is designed to attract residents and visitors to meet, explore and experience a variety of cultural, recreational, educational, commercial, and industrial activities, all year round. It is a breathtaking oasis in the heart of Vancouver, famous for its Public Market and abundant with unique retailers, restaurants, theatres, galleries and studios, its gritty, industrial past is proudly displayed in today's people-friendly, artistic, and energetic incarnation. Millions of visits to the Island are recorded annually.

With this Request for Supply Arrangement (“RFSA”), CMHC is seeking prospective respondents to qualify in accordance with the evaluation process outlined in *Part 2 – Evaluation and Selection* for eligibility to provide roof repair and replacements for CMHC managed buildings located on Granville Island, Vancouver BC, and as further described in Appendix C.

Following the completion of the RFSA process, CMHC may issue directed contracts and/or perform an invitational second stage competitive process amongst the SA Holders for individual requirements. The total dollar value of resulting contracts from this RFSA is not expected to exceed CAD \$5,000,000.00. Please refer to Sections *1.3 – Master Agreement* and *1.4 Contracting Process* below.

## 1.2 RFSA CONTACT

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

ndavies@cmhc-schl.gc.ca

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

## 1.3 MASTER AGREEMENT

Selected respondents (refer to Section 2.2 Ranking and Selection) will be invited to enter into a Supply Arrangement (“SA”) in the form set out in Appendix E (the “Master Agreement”), which will govern the potential subsequent provision of the scope of work and deliverables (collectively the “Deliverables”) pursuant to a directed contract and/or invitational second stage competitive process (“Contracting Process”). The term of the Master Agreement is to be for a period of 5 years. Selected respondents who have signed the Master Agreement are hereinafter referred to as the “SA Holder”.

## 1.4 CONTRACTING PROCESS

Contracts governed by the Master Agreement will be issued to SA Holders as per the following:

1. Directed contract(s)
  - 1.1 Requirements below CAD\$150,000.00 (including all applicable taxes and travel expenses), may be directed to a specific SA Holder.
2. Invitational second stage competitive process
  - 2.1 For requirements over CAD\$150,001.00 but less than CAD\$600,000.00 (including all applicable taxes and travel expenses), the top two (2)-ranked SA Holders, at a minimum, are to be invited to provide a proposal to a Request for Services (RFS) which will outline the scope of work specifics.
  - 2.2 For requirements exceeding CAD\$600,001.00 (including all applicable taxes and travel expenses), all SA Holders are to be invited to provide a proposal to a Request for Services (RFS) which will outline the scope of work specifics.

If a SA Holder does not provide confirmation of his/her availability in writing for the work within the required response time outlined in the RFS, CMHC may consider the non-response as an unavailability/refusal.

## 1.5 RFSA TIMETABLE

Issue Date of RFSA	September 18, 2023
Deadline for Questions	October 10, 2023
Deadline for Issuing Addenda	October 13, 2023
Submission Deadline	October 18, 2023, at 14:00hrs Ottawa local time
Evaluation Deadline	November 1, 2023
Anticipated Execution of Master Agreement	November 2023

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

## **1.6 SUBMISSION OF RESPONSES**

### **1.6.1 Procurement Business Number**

CMHC utilizes the Supplier Registration Information (SRI) database maintained by Public Works and Government Services Canada as the Official CMHC source list. All respondents must be registered with Public Works and Government Services Canada prior to submitting a response. The Procurement Business Number (PBN) provided by this registration must be included with the respondent's response. If respondents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

### **1.6.2 Responses to be submitted at the prescribed location**

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

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

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

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

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

### **1.6.3 Responses to be submitted on time**

Responses must be submitted pursuant to Section 1.6.2 above and on or before the submission deadline October 18, 2023, at 14:00hrs Ottawa local time ("Submission Deadline")

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

### **1.6.4 Responses to be submitted in prescribed manner**

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

Individual files are to be submitted in Microsoft Word, Excel or pdf format.

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

#### **1.6.5 Amendment of responses**

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

#### **1.6.6 Withdrawal of responses**

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

[End of Part 1]

## **PART 2 – EVALUATION AND SELECTION**

### **2.1 STAGES OF EVALUATION**

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

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

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements due at time of submitting the response, such as licences or certificates, and detailed in Section H of the RFP Specifications (Appendix C). Should a respondent not include a submission requirement with its response, the respondent will be notified by CMHC and will have forty-eight (48) hours from the time of notification to meet this requirement. Only respondents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A.

#### **2.1.2 STAGE II – EVALUATION**

Stage II will consist of the following two (2) sub-stages:

##### **A. Mandatory technical requirements**

CMHC will review the responses to determine whether the mandatory technical requirements of the Deliverables set out in Section I of the RFSA 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 response has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Only respondents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

##### **B. Rated criteria**

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

#### **2.1.3 STAGE III – PRICING**

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

### **2.2 RANKING AND SELECTION**

Based on the evaluation of the responses in Stage II and III,

**All** qualified respondents will be selected to enter into a Master Agreement for inclusion on a prequalified supplier list for eligibility to participate in potential Contracting Processes. The qualified respondents will be ranked in descending order by total score achieved combining the scores of Stage II and Stage III.

### **2.3 NOTIFICATION OF TOP-RANKED RESPONDENTS**

The top-ranked respondents selected by CMHC to enter into the Master Agreement in accordance with the process set out in *Part 2 – Evaluation and Selection* will be so notified by CMHC in writing.

Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section I of the RFSA Specifications (Appendix C) and to enter into the Master Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

## 2.4 SCORING BY THE EVALUATION TEAM

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

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

[End of Part 2]



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

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

#### **3.1.1 Respondents to follow instructions**

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

#### **3.1.2 Responses in either official language**

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

#### **3.1.3 No incorporation by reference**

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

#### **3.1.4 References and past performance**

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

#### **3.1.5 Information in RFSA only an estimate**

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

#### **3.1.6 Respondents to bear their own costs**

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

#### **3.1.7 Response to be retained by CMHC**

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

#### **3.1.8 Trade agreements**

Respondents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement 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 RFSA.

### **3.1.9 No guarantee of volume of work or exclusivity of contract**

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

### **3.1.10 Ongoing opportunity for qualification**

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

## **3.2 COMMUNICATION AFTER ISSUANCE OF RFSA**

### **3.2.1 Respondents to review RFSA**

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

### **3.2.2 All new information to respondents by way of addenda**

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

### **3.2.3 Post-deadline addenda and extension of Submission Deadline**

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

### **3.2.4 Verify, clarify and supplement**

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

### **3.3 Notification and debriefing**

#### **3.3.1 Notification to other respondents**

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

#### **3.3.2 Debriefing**

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

Debriefings will be provided in writing.

#### **3.3.3 Procurement protest procedure**

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

### **3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

#### **3.4.1 Conflict of Interest**

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

#### **3.4.2 Disqualification for prohibited conduct**

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

#### **3.4.3 Prohibited respondent communications**

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

#### **3.4.4 Respondent not to communicate with media**

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

#### **3.4.5 No lobbying**

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

### **3.4.6 Illegal or unethical conduct**

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

### **3.4.7 Past performance or past conduct**

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

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

## **3.5 CONFIDENTIAL INFORMATION**

### **3.5.1 Confidential information of respondent**

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

## **3.6 PROCUREMENT PROCESS NON-BINDING**

### **3.6.1 No Contract A and no claims**

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

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

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

### **3.6.2 No legal relationship or obligation**

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

### **3.6.3 Cancellation**

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

## **3.7 GOVERNING LAW AND INTERPRETATION**

The Terms and Conditions of RFSA Process

- (a) are intended to be interpreted broadly and 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. Respondent information

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

**2. Respondent SUBMISSION OF RESPONSE(S)**

**The respondent acknowledges submitting a response for the following requirement:**

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

<b>Requirement</b>	<b>Response</b>
Roofing repair (emergency/non-emergency) and roof replacement services.	

**3. Acknowledgment of non-binding procurement process**

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

**4. Ability to provide Deliverables**

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

**5. Addenda**

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

**6. No prohibited conduct**

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

**7. Conflict of Interest**

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

- (a) in relation to the RFSA process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSA process (including but not limited to the lobbying of decision makers involved in the RFSA process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSA process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i)

could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

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

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

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

---

---

---

---

---

---



**8. Disclosure of information**

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

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

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

**9. SECURITY CLEARANCE**

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

**10. VACCINATION REQUIREMENTS**

The respondent agrees that it and any other persons for which it is responsible, who are to perform the work stated in this RFSA, will comply with CMHC's vaccination requirements, as may be amended from time to time.

**11. SA MASTER AGREEMENT**

The respondent agrees that by submitting a response to this RFSA it has read and understood and will comply with the general terms and conditions set out in Appendix E, which will govern every Contract issued under this SA Master Agreement.

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

\_\_\_\_\_  
Signature of Respondent Representative

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

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

I have the authority to bind the respondent.

## APPENDIX B – PRICING FORM

### 1. Instructions on how to complete pricing form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST or PST/GST, which should be itemized separately.
- (b) Rates quoted by the respondent shall be all-inclusive and must include all labour and material costs, on-going maintenance costs, 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, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of pricing

Pricing is worth 30 points of the total score.

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

$$\text{lowest price} \div \text{respondent's price} \times \text{weighting} = \text{respondent's pricing points}$$

### 3. Pricing Form

The Proponent must submit hourly rates, fees, and mark-up for the services outlined in this RFP, by completing Tables 1 to 4.

The final estimated price will be per Table 5 (E) and will be used to evaluate the proponents pricing as per Appendix B section 2.

**TABLE 1**

Regular Business Hours (Monday to Friday - 7am to 7pm)					
Hourly Rate					
Position	Year 1	Year 2	Year 3	Year 4	Year 5
Principal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimator	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Journeyman	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Apprentice	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Skilled Labour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
General Labour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
The following rows are for proponents to list any additional applicable positions as necessary					
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Average Hourly Rates Per Year</b>					
					<b>Overall 5 yr Average Hourly Rate (A)</b>

**TABLE 2**

Outside Business Hours (Monday to Friday 7pm to 7am, Weekends and Holidays)					
Hourly Rate					
Position	Year 1	Year 2	Year 3	Year 4	Year 5
Principal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimator	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Journeyman	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Apprentice	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Skilled Labour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
General Labour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
The following rows are for proponents to list any additional applicable positions as necessary					
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Average Hourly Rates Per Year</b>					
					<b>Overall 5 yr Average Hourly Rate (B)</b>

**TABLE 3**

Call-Out/Service Call/Truck Charge						
Flat Rate Fee						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Overall 5 yr Average (C)
Maximum one charge per day. Proponent must identify what the rate includes i.e. onsite hours, travel charge etc.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

**TABLE 4**

Materials/Equipment/Supplies Mark-Up						
Cost + %						
Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Average % Years 1 to 5
\$0 to \$50,000	_____%	_____%	_____%	_____%	_____%	
\$50,001 to \$100,000	_____%	_____%	_____%	_____%	_____%	
\$100,001 to \$500,000	_____%	_____%	_____%	_____%	_____%	
>\$500,001	_____%	_____%	_____%	_____%	_____%	
						<b>Overall 5 yr Average (D)</b>

**Table 5**

<b>Table Reference</b>	<b>5 Year Average</b>	<b>Estimate over 5 years**</b>	<b>Estimated Total Price</b>
Table 1 (A)	\$_____	5000 hours	\$_____
Table 2 (B)	\$_____	1000 hours	\$_____
Table 3 (C)	\$_____	200 call outs	\$_____
Table 4 (D)	_____%	\$1,000,000	\$_____
	<b>Total Estimated Price (E) over 5 years</b>		

\*\* The estimated hours, call out/service call/truck charge and material cost provided in Table 5 are estimates only and are used to calculate the total estimated price over 5 years for price evaluation purposes only. CHMC will not be held accountable nor guarantee any level of work.

# APPENDIX C – RFSA SPECIFICATIONS

## A. BACKGROUND

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

Granville Island in Vancouver is designed to attract residents and visitors to meet, explore and experience a variety of cultural, recreational, educational, commercial, and industrial activities, all year round. It is recognized as one of the most successful waterfront developments in North America. Granville Island is comprised of 15.2 hectares (37.6 acres) of land area and 2.1 hectares (5.3 acres) of tidal water area and represents a major public land holding in close proximity to downtown Vancouver. Situated in False Creek between the Burrard and Granville Bridges, it is adjacent to the marinas and aquatic activities of both False Creek and English Bay.

Granville Island is currently home to approximately 275 businesses and facilities which employ more than 2,500 people and generate in excess of \$130 million in economic activity.

Map of Granville Island:



## B. THE DELIVERABLES

1.0 Canada Mortgage and Housing Corporation (CMHC) requires a contractor to undertake and provide Roof Maintenance, Repair and Replacement services for a variety of roof types on an “as-and-when required” basis for CMHC managed buildings on Granville Island, in Vancouver, British Columbia.

1.1 The Contractor must have the required skills, experience, labour resources, and equipment to effectively and safely carry out roofing repairs and replacements for the following activities:

1. Installing, repairing or replacing roofing membrane systems using materials such as Asphalt, Metal, Built-up, SBS Modified Bitumen, EDPM, PVC and other materials as deemed necessary.
2. Installing, repairing or replacing shingles and other roofing tiles.
3. Installing, repairing or replacing cladding, flashings, gutters and other miscellaneous sheet metal work.
4. Applying waterproof coating to concrete surfaces.
5. Addition and / or replacement of structural members as required
6. Installing of roof curbs for mechanical equipment and other purposes.
7. Addition, repair and / or replacement of fall protection systems.
8. Addition, repair and / or replacement of skylight and glazing systems.
9. Performing air, water, moisture and other testing as required.
10. Installing scaffolding to provide safe access to roofs.
11. Estimating required materials and costs.

1.2 The Contractor must provide the following roofing services for metal roofs including but not limited to:

1. Cleaning old repairs and undertake inspections.
2. Replacing fasteners, screws washers etc.
3. The installation of sheet or liquid membranes at existing roof penetrations and other areas.
4. Flash and seal all penetrations as needed
5. Prior to repair, provide detail drawings of planned work as required.
6. Installing existing or new cover panels.
7. Troubleshooting roof leaks and completing minor repairs.

1.3 All equipment, materials and labour utilized and all workmanship shall comply with all current regulatory codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

1. Canadian Standards Association (CSA)
2. WorkSafeBC
3. BC Provincial Motor Vehicle Act
4. National Building Code
5. BC Building Code
6. City of Vancouver Building By-law
7. City of Vancouver Noise Control By-law
8. Roofing Contractors Association of BC (RCABC) Roofing practices
9. Workplace Hazardous Material Information System (WHMIS)
10. Granville Island Construction Work Procedures

- 1.4 The Contractor must guarantee to maintain the work and materials against any defects arising from faulty installation, faulty materials supplied under the contract, or faulty workmanship, which may appear within one (1) year from the date of completion or acceptance of the work, as the case may be. Faulty materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the CMHC on-site within 24 hours of notification. This shall be at no additional cost to the CMHC and may need to occur outside regular business hours to accommodate operations and tenant needs.
- 1.5 The Contractor must provide a written quotation for each task request, and receive written approval from an authorized representative of CMHC prior to commencement of any Services.
- 1.6 The Contractor must provide emergency roof repair services and be available on-call, 24 hours a day, 7 days a week. In the case of an emergency, the Contractor must be able to respond within two (2) hours of being contacted.
- 1.7 The Contractor must maintain the following requirements throughout the duration of the Agreement:
  1. A member in good standing with the Roofing Contractors Association of British Columbia (RCABC).
  2. Red Seal or Trade Qualification Certification for roofers.
  3. The Services provided will be carried out by a qualified Resource(s) and in compliance with the conditions of the Provincial WorkSafeBC Regulations, WHMIS Legislation and Roofing Contractors Association of BC (RCABC) Roof Practices guidelines.

## **C. WORK LOCATION**

The work will be performed on Granville Island, Vancouver British Columbia.

## **D. TRAVEL**

No travel is required in the course of the contract and no compensation will be awarded to the selected respondent for any travel cost incurred.

## **E. SECURITY**

Not Applicable.

## **F. MATERIAL DISCLOSURES**

Not applicable.

## **G. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix A)**

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

## 2. Pricing Form (Appendix B)

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

## 3. Other Mandatory Submission Requirements

**NOT APPLICABLE.**

## H. MANDATORY TECHNICAL REQUIREMENTS

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

<b>Mandatory Technical Requirement (MTR)</b>	<b>MTR Description</b>
MTR. 1	Respondents must demonstrate they have a minimum of five (5) years of experience within the last ten (10) years of providing commercial/industrial roofing installation and repair services (including metal roofs) including project management ability.
MTR. 2	Respondents must provide documentation that demonstrates they are a member in good standing with the Roofing Contractors Association of British Columbia (RCABC).

Respondents must provide a statement per each MTR as to how the respondent is in compliance with the mandatory technical requirement(s) outlined above with its response submission.

## I. PRE-CONDITIONS OF AWARD

Proof of insurance as per Section 13 of the RFSA Master Agreement is a pre-condition of award.

## J. RATED CRITERIA

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

<b>Rated criteria category</b>	<b>Weighting</b>
R.1 Experience and qualifications of the organization	40 %
R.2 Approach and Methodology	30 %
Stage III Pricing (See Appendix B for details)	30 %
<b>Total</b>	<b>100 %</b>



## **Response for rated criteria**

Each respondent should provide the following in its response in the same order as listed below.

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

### **R. 1 Experience and qualifications of the organization (page limit: 7 single sided)**

R.1.1 Provide a brief description of your organization (overview, number of full-time employees, history, trade qualifications) with any service specialization. Need a minimum of 5 years experience in the last 10 years in performing roof repairs and replacements. Proof of experience working in a public environment and with commercial tenants.

R.1.2 Provide references and complete Appendix D Comparable Project Form of five most recent roof repair or replacement projects in the last five (5) years. Minimum value of each project must be \$250,000.00. Should the proponent hold a Master Service Agreement of a similar size and scope to this RFP, these would be considered as well. For each reference, the following information must be provided: company name and address; contact person name, e-mail and phone number, a brief description of the services provided. Please provide a minimum of two (2) photos of each completed project. These must be relevant to the SOW.

R.1.3 Provide a description of the main sub-contractor(s) used and which portions of the project they are typically responsible for.

R1.4 Diversity and Inclusion:

a) Describe if your organization has a supplier diversity program in place.

b) Indicate whether your organization considers itself a diverse supplier. A diverse supplier is defined as an organization that is owned and controlled by at least 51% of individual(s) who are considered: women, indigenous people, LGBTQ2+, persons with disabilities and visible minorities. If so, indicate whether your organization is a certified diverse supplier and provide certification details.

c) Please describe if you have an anti-racism policy

R.1.5 In House Resources:

a) Describe your in-house resources listing the types of trades and number of staff per trade for projects to be done as time and material projects.

### **R. 2 Approach and Methodology (page limit: 7 single sided)**

R.2.1 Describe why your organization is ideally suited to provide the services to CMHC (Appendix C);

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 and emergency response services.

R.2.3 Specifically, name the key representative for the CMHC account and provide his/her qualifications.

**K. REFERENCES**

CMHC may contact the references provided under rated criteria R1.2 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFSA Process) and/or as per Section J. Pre-conditions of Award (Appendix C – RFSA Specifications).]



## APPENDIX D – COMPARABLE PROJECT FORM

PROJECT #1

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:** \_\_\_\_\_

---

---

---

---

---

---

---

---

---

---

Awarded contract cost: \$ \_\_\_\_\_ Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_

PROJECT #2

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Awarded contract cost: \$ \_\_\_\_\_ Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_

PROJECT #3

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Awarded contract cost: \$ \_\_\_\_\_ Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_

PROJECT #4

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Awarded contract cost: \$ \_\_\_\_\_ Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_

PROJECT #5

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Awarded contract cost: \$ \_\_\_\_\_ Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_

## APPENDIX E – MASTER AGREEMENT



**CMHC FILE RFSA No. RFSA-002323**  
**SUPPLY ARRANGEMENT (“SA”) MASTER AGREEMENT #: PA \_\_\_\_\_**

THIS AGREEMENT (“SA Master Agreement”) is executed

BETWEEN:

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

- and -

**FULL LEGAL NAME OF SA HOLDER**  
[ADDRESS]  
(Hereinafter referred to as the "SA Holder")

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

**Recitals**

**WHEREAS** the SA Holder is in the business of marketing and offering *roofing repair and replacement services* to CMHC as defined under Article 2 below;

**WHEREAS** CMHC will issue a written purchase agreement (the “Contract”) to the SA Holder when CMHC requires the SA Holder’s roofing repair and replacement services. Each Contract issued shall be subject to the terms and conditions of this SA Master Agreement. Upon the issuance of a Contract, the SA Holder shall provide the Services as detailed in the Contract and in accordance with this SA Master Agreement;

**WHEREAS** the SA Holder acknowledges that this SA Master Agreement does not guarantee that CMHC will issue a Contract to the SA Holder and that Contracts will be issued at the sole discretion of CMHC and in accordance with *RFSA-002323 Section 1.4 Contracting Process*; and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article 1. Definitions**

Section 1.01 Definitions

**Applicable Law** means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities in Canada and all orders and decrees of all courts and arbitrators.

**Change in Control** means 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 SA Holder are acquired by any entity, or the SA Holder is merged with or into another entity to form a new entity.

**Claim(s)** means all demands, actions, suits or other proceedings of any nature and kind.

**CMHC Information** means any and all information or data of a confidential nature in any format that is made available, directly or indirectly, to the SA Holder, or which the SA Holder or SA Holder Personnel acquire in the course of its performance of the Service. CMHC Information also includes but is not limited to all personal information that is in the care or control of CMHC, or 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.

**Conflict of Interest** means any matter, circumstance, interest, or activity affecting the SA Holder or SA Holder Personnel, which may impair or appear to impair, the ability of the SA Holder or SA Holder Personnel to perform the work diligently and independently.

**SA Holder Personnel** means the SA Holder's and its subcontractor's principals, directors, suppliers, employees, agents and/or subcontractors, or any person engaged by the SA Holder to perform the Services.

**Deliverables** means the scope of work and deliverables in accordance with SCHEDULE A.

**Derivative Works** means any work developed by CMHC or on CMHC's behalf based on the Works.

**Intellectual Property (or "IP")** means copyright works, trademarks, industrial designs, design rights, inventions (whether patentable or not), unpublished patent applications, inventive ideas, discoveries, innovations, developments, or improvements thereto, or any other work relating to any of the foregoing, whether registered or non-registered, whether or not reduced to written form or practice.

**Losses** means any and all losses, damages, liabilities, deficiencies, Claims, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

**Permitted Subcontractor** means any subcontractor or affiliate of the SA Holder which has been approved by CMHC at its sole discretion in writing to provide any service to CMHC on the SA Holder's behalf under this agreement.

**Personal Information** means information about an identifiable individual or other information that is subject to Canadian privacy Laws.

**Pre-existing IP** means, for each Party, intellectual property that is owned, or licensed or sublicensed by such Party, prior to or independent of this SA Master Agreement.

**Third-Party Claim** means any Claim made or brought by any person who is not a party to this SA Master Agreement.

**Term** means the Initial Term and any Extension Term collectively.

**Works** means all Intellectual Property and all documents, work product and other materials that are delivered to CMHC under this SA Master Agreement or prepared by or on behalf of the SA Holder in the course of performing the Services.

## **Article 2. Services**

### Section 2.01 Description of Services

The SA Holder covenants and agrees to provide roofing repair and replacement services for CMHC managed buildings located on Granville Island, Vancouver BC on an as-and-when-required basis and as further as described in SCHEDULE A (the "**Services**").

### **Article 3. Representations and Warranties**

#### Section 3.01 SA Holder's Representations and Warrantees

The SA Holder represents and warrants that at all times during the term of the SA Master Agreement:

- (a) It is validly incorporated (or formed), it continues to be in valid existence and, if applicable, good standing in the jurisdiction of its incorporation or formation in;
- (b) It maintains all necessary registrations, licenses and consents and complies with all relevant laws applicable to the provision of the Services;
- (c) It complies with the rules, regulations, and policies of CMHC, including security procedures, or such other policies as CMHC may provide, as amended from time to time;
- (d) It complies with CMHC's vaccination requirements, as may be amended from time to time; and It shall provide the Services in a timely, workmanlike and professional manner, to the satisfaction of the CMHC, and in accordance with industry standards applicable to the SA Holder's field.
- (e) The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity.

### **Article 4. Term and Termination**

#### Section 4.01 Term

The term of the SA Master Agreement shall be for a period of five (5) years commencing on TBD (the "Effective Date") and ending on TBD (the "**Initial Term**").

#### Section 4.02 Renewal

Not applicable.

#### Section 4.03 Termination

##### (a) No fault termination

Notwithstanding Section 4.01 and Section 4.02 above, CMHC may terminate this SA Master Agreement and any Contract issued under this SA Master Agreement for any reason, without penalty, charge, or liability, by giving ten (10) calendar days' written notice at any time during the Term.

##### (b) Termination for Cause with Notice

CMHC may immediately terminate this SA Master Agreement and any Contract issued under this SA Master Agreement without penalty charge or liability by giving five (5) calendar days' written notice to the SA Holder, for any of the following reasons:

- (i) The SA Holder commits a material breach of its duties under a Contract and this SA Master Agreement, numerous breaches of its duties under a Contract and this SA Master Agreement that collectively constitute a material breach, unless the SA Holder cures such breach to the satisfaction of CMHC in CMHC's sole and absolute discretion, and indemnifies CMHC for any resulting damage or loss within twenty (20) calendar days of receipt of written notice of breach;
- (ii) There is a Change in Control, unless the SA Holder demonstrates to the satisfaction of CMHC, that such event will not adversely affect its ability to perform the Services under a Contract and this SA Master Agreement; or
- (iii) The SA Holder becomes bankrupt or insolvent, or a receiving order is made against the SA Holder, 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 SA Holder.

(c) Termination for Cause without Notice

CMHC may immediately terminate this SA Master Agreement and any Contract issued under this SA Master Agreement without penalty or charge without notice to the SA Holder, for any of the following reasons:

- (i) CMHC has reason to believe that the SA Holder has committed gross misconduct, fraud or other unlawful acts, a breach of its Representations and Warrantees under Article III, or terms related to Conflict of Interest under Article VI, Confidentiality and Privacy under Article VII, Information Assets and Intellectual Property under Article VIII, under this SA Master Agreement and/or a Contract.
- (ii) CMHC does not have sufficient appropriations from Parliament to fulfill its payment obligations.

Section 4.04 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 SA Holder arising out of a Contract and/or the SA Master Agreement or its termination, CMHC will make payment for the value of all Services performed to the date of the notice, as determined in accordance with the rate(s) specified in the respective Contract under this SA Master Agreement. CMHC shall make payment within thirty (30) calendar days as of the later of (i) the date of the notice; or (ii) receipt of an invoice submitted by the SA Holder. Upon such payment, it shall have no further obligation or liability of any kind to the SA Holder. Notwithstanding the above, in the case of lack of appropriations described in Section 4.03(c)ii, CMHC shall have no liability for breach of its payment obligations.

Section 4.05 SA Holder's Obligations upon Termination

Upon termination of a Contract issued under this SA Master Agreement and/or this SA Master Agreement or upon delivery of notice of intent to terminate a Contract and/or this SA Master Agreement, the SA Holder shall promptly, and at latest five (5) business days following termination of a Contract and/or this SA Master Agreement, review all work in progress and report the status of all work in progress to CMHC. The SA Holder shall upon CMHC's written request, return, complete or arrange for the completion of any and all work in process at the time of termination.

**Article 5. Price and Payment**

Section 5.01 Pricing

In consideration of the performance of the Services, CMHC agrees to pay the SA Holder an amount based on the SA Holder's ceiling rates attached as SCHEDULE B of this SA Master Agreement and detailed in the respective Contract. CMHC's total financial liability under the terms and conditions of this SA Master Agreement shall not exceed \$5,000,000.00CAD\$ inclusive of taxes, assessment, duties, levies and expenses for Services provided during the Initial Term of the SA Master Agreement (the "**Total Financial Liability**"). No other taxes, assessments, duties or other levies shall be payable to the SA Holder unless specifically agreed in writing by the SA Holder and CMHC.

Section 5.02 Most Favoured Nation Clause

Intentionally deleted.

Section 5.03 Invoicing

- (a) CMHC will issue a Purchase Order (PO) for every Contract under this SA Master Agreement. All invoices must refer to (i) the PO number and should also include (ii) the Contract number and (iii) this

SA Master Agreement and shall be sent electronically to [accountspayable@cmhc-schl.gc.ca](mailto:accountspayable@cmhc-schl.gc.ca) with a copy to the email address outlined in Section 15.01 Notice, a).

- (b) The SA Holder shall submit detailed invoices to CMHC for every phase and/or milestone completed during the term of the Contract, describing the Services provided during the period covered by the invoice.
- (c) The SA Holder cannot i) commence the Services prior to Contract execution and PO receipt and ii) cannot invoice prior to performance of the Services in accordance with the respective Contract.
- (d) Notwithstanding article Section 5.01 above, GST/HST or provincial sales taxes, as applicable, shall be collected by the SA Holder on all consideration payable under a Contract including fees, disbursements and any other charges and shown as a separate item on each invoice, showing the SA Holder's GST/HST/QST or other provincial tax numbers, as applicable. The SA Holder shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

#### Section 5.04 Verification of performance

Before advancing any amount to the SA Holder, 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 Contract and this SA Master Agreement. In the event that the Services do not meet the standards set out in the Contract and the SA Master Agreement, CMHC may take such action as reasonably necessary to require the SA Holder to correct its default, including, without limitation, the following:

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

#### Section 5.05 Method of Payment

All payments due under the SA Master Agreement will be made by means of Electronic Funds Transfer ("EFT"). The SA Holder shall provide CMHC with all information set out in Section 5.08 to allow EFT to be effected and keeping the information up to date. In the event that either party is unable to make or accept payments by EFT, the SA Holder agrees to accept payment by cheque or another mutually agreeable method of payment.

#### Section 5.06 Timing of Payment

The SA Holder shall allow CMHC thirty (30) calendar days from delivery of invoice for payment without interest charges, except for any amounts disputed by CMHC in good faith.

#### Section 5.07 Disbursements and Travel Costs

No travel is required for the performance of the Services under a Contract and this SA Master Agreement. The SA Holder is not entitled to seek reimbursement from CMHC.

Note: If travel is required based on the scope of work to be performed under this MSA, insert clause and schedules C and D from the service agreement template.

#### Section 5.08 Direct Deposit and Income Tax Reporting Requirement

Under the *Income Tax Act*, CMHC must report payments made to SA Holders to the Government of Canada by issuing T1204 supplementary slip. The SA Holder shall provide CMHC the necessary information to

complete any forms to comply with its obligation under the *Income Tax Act* or any law, including the SA Holder's business number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. In the event that the SA Holder is an individual and does not have a Business Number issued by the CRA, the SA Holder must provide their Social Insurance Number.

The SA Holder shall complete a vendor information form provided by CMHC at the beginning of the Term of this SA Master Agreement. Throughout the Term, the SA Holder shall ensure that the information provided remains accurate and up to date. The SA Holder assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date. In addition, the SA Holder is requested to provide contact information to allow for payment by EFT including a void cheque.

#### Section 5.09 Withholding Taxes

Any payments made to the SA Holder by CMHC pursuant to Section 5.01 in respect of Services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the Income Tax Act. If any such withholding taxes are required to be withheld from any amounts payable to the SA Holder, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency. The SA Holder must identify the value of Services provided in Canada within its invoice. Otherwise, CMHC will withhold taxes on the full consideration amount.

CMHC shall have no liability or responsibility for withholding or remitting any taxes or payments, including but not limited to employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for SA Holder and SA Holder Personnel. The SA Holder is responsible for these withholding, remitting and registration obligations, and shall indemnify CMHC from and against any order, penalty, interest, taxes or contributions that may be assessed against CMHC due to the failure or delay of the Contactor to make any such withholdings, remittances or registration, or to file any information required by any law.

#### Section 5.10 Payment Dispute

In the event of a payment dispute, CMHC shall deliver a written statement to the SA Holder listing all disputed items and providing an explanation of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. The SA Holder shall continue performing its obligations in accordance with the respective Contract issued under this SA Master Agreement notwithstanding any such dispute.

### **Article 6. Conflict of Interest**

#### Section 6.01 Avoid and Eliminate Conflict of Interest

The SA Holder and SA Holder Personnel shall avoid any real, potential or apparent Conflict of Interest during the Term and shall declare any Conflict of Interest to CMHC immediately upon becoming aware of the Conflict of Interest. The SA Holder shall, take steps to eliminate any real, potential or apparent Conflict of Interest, to the satisfaction of CMHC. In the event that a Conflict of Interest cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate a Contract and this SA Master Agreement.

#### Section 6.02 Compliance with Conflict-of-Interest Act

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict-of-Interest Act*.

## **Article 7. Confidentiality**

### **Section 7.01 Confidentiality and Non-Disclosure of CMHC Information**

- (a) The SA Holder 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 SA Master Agreement, unless otherwise specifically agreed to in writing by CMHC.
- (b) The SA Holder 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 at least as strict as that contained in this SA Master 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, at the request of CMHC, the SA Holder shall provide an Oath of Secrecy for each of its SA Holder Personnel.
- (c) In the event that the SA Holder experiences a breach of confidentiality with respect to the CMHC Information, the SA Holder will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.
- (d) The SA Holder 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.
- (e) The SA Holder shall, at all times, ensure to transmit information between the SA Holder and CMHC through secure means of transmission.
- (f) In addition, when CMHC Information is stored, the SA Holder 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 "E" ("Privacy and Security Requirements") attached hereto. The SA Holder will also implement information management and governance tools and controls, as further described in SCHEDULE "E". The requirements of SCHEDULE "E" will be binding on any third party to whom the SA Holder outsources any of its IT or information management functions or who is managing such functions on behalf of the SA Holder. In addition to the requirements set forth in SCHEDULE "E", the SA Holder shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy laws.
- (g) The SA Holder shall conduct regular security assessments to ensure safeguards are working effectively.
- (h) The SA Holder shall execute any further actions to enhance the security controls as may be reasonably required by CMHC.
- (i) The SA Holder shall ensure all CMHC Information is encrypted while in transit and at rest at a minimum 128 bit encryption throughout the Term.
- (j) Any CMHC Information provided to the SA Holder in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the SA Holder immediately following the termination of this SA Master Agreement or upon the request of CMHC. For documents not returned to CMHC, the SA Holder shall proceed to the destruction of such documents in accordance with CMHC's reasonable instructions and provide specific proof under oath of their destruction. Notwithstanding the foregoing, the SA Holder 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 SA Master Agreement.
- (k) Without limiting the generality of the foregoing, the SA Holder shall not and shall ensure that any SA Holder Personnel 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 officers, partners of the SA Holder or subcontractors without the prior written consent of CMHC.

- (l) The SA Holder 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 SA Holder discovers that it may potentially be required to disclose CMHC Information for the reasons described in the immediately foregoing sentence, the SA Holder 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.
- (m) In the event CMHC is required to share any protected information with the SA Holder during the term of a Contract issued under this SA Master Agreement, the SA Holder and/or its Personnel and, if applicable, subcontractors may be required to undergo a criminal records check or hold a valid personnel security screening at the level required in writing by CMHC 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 SA Master Agreement on the basis of the results of the criminal records check/security clearance.
- (n) This SA Master Agreement does not provide automatic security clearance and or access to CMHC's property to the SA Holder or SA Holder Personnel. Security clearance and /or access to the property will be granted, at CMHC's request and in accordance with CMHC's security requirements for the purpose of fulfilling its obligations as per the terms of this SA Master Agreement. CMHC reserves the right to refuse or revoke access to property at any time.

#### Section 7.02 Data Residency

- (a) CMHC Information to remain in Canada

The SA Holder agrees that the CMHC Information shall always remain 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. Without limiting the generality of the foregoing, the SA Holder shall not relocate the equipment, databases or documents containing any data (including any redundant or back-up environments) anywhere outside of Canada without CMHC prior written consent.

#### Section 7.03 Privacy

- (b) The Parties acknowledge that the Parties shall not disclose or grant access to Personal Information to the other. To the extent that there is any inadvertent disclosure or access to Personal information, the Parties agree to take immediate action to: (i.) mitigate the damages that may arise from the disclosure or access, including the immediate deletion of the Personal Information; (ii.) notify the disclosing Party of the disclosure or access by telephone and in writing; (iii.) take any further action as the disclosing party may require to investigate, and remedy the matter; and (iv.) to the extent permitted by law, maintain strict confidentiality of the inadvertent disclosure or access.

#### Section 7.04 Requests under the Access to Information Act

- (a) 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 SA Holder (rather than to CMHC) for access to any CMHC Information, the SA Holder shall: (a) not communicate with or respond to the person



making the Access to Information Act Request, except as directed by CMHC in writing; (b) promptly, but in any event, within seven calendar 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 (c) without detracting from CMHC's responsibilities and The SA Holder'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.

- (c) CMHC will make commercially reasonable efforts to notify the SA Holder of a request under any Access to *Information Act* Request that involves confidential commercially sensitive information of the SA Holder.

## **Article 8. Information Assets and Intellectual Property**

### **Section 8.01 Ownership**

All Works or Derivative Work shall be owned exclusively by CMHC.

### **Section 8.02 Assignment**

The SA Holder hereby irrevocably and perpetually assigns and shall cause its Personnel to assign to CMHC irrevocably and perpetually, in each case without additional consideration, all right, title and interest throughout the world in and to the Works, in whole or in part.

### **Section 8.03 Waiver of Moral Rights**

The SA Holder shall waive and cause SA Holder Personnel to irrevocably waive, to the extent permitted by Applicable Law, any moral rights that the SA Holder or SA Holder Personnel may have with respect to the Works now or in the future in any jurisdiction.

### **Section 8.04 Further Actions**

Upon CMHC's request, the SA Holder shall, and shall cause SA Holder Personnel to, promptly take such further actions, including execution and delivery of all instruments of conveyance, as may be necessary or desirable to assist CMHC to prosecute, register, perfect or record its rights in or to any Deliverables, and to acknowledge CMHC's right to its Intellectual Property including its Pre-existing IP.

### **Section 8.05 Pre-Existing IP Rights**

Each Party shall remain, the sole and exclusive owners of all right, title and interest in its Pre-existing IP. The SA Holder hereby grants CMHC a license to any Pre-existing IP to the extent incorporated in, combined with or otherwise necessary for the use of the Intellectual Property for any and all purposes. Subject to this paragraph, nothing in this SA Master Agreement shall affect the ownership of any Pre-existing IP rights in any tools, methodologies, databases and materials used to produce the Works.

### **Section 8.06 No Disposition without Consent**

The SA Holder shall not divulge, release, copy, modify or publish the Works without the prior written consent of CMHC.

### **Section 8.07 No Additional Rights in Works**

The SA Holder shall have no right in the Works except as may be granted in writing by CMHC.

### **Section 8.08 Third Party Intellectual Property**

In the event the SA Holder intends to incorporate Intellectual Property belonging to a third party, or derivatives thereof, into the Works, the SA Holder represents and warrants that it has secured all

necessary rights and waivers of moral rights to grant CMHC the right to copy, publish, modify, create derivatives of, the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this SA Master Agreement.

#### Section 8.09 Corporate Identification and Branding

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

### **Article 9. Audit**

The SA Holder shall keep complete and accurate records and statements relating to Contracts issued under this SA Master Agreement and this SA Master Agreement and the delivery of the Services ("Records") during the Term and for a period of two (2) years following the end of the Term or such shorter period as permitted by Applicable Law. The SA Holder shall at all reasonable times, in the event of an audit, permit inspection of such records and statements by CMHC's internal or external auditors. The SA Holder shall provide CMHC and/or its auditors with sufficient original documents in order to conduct the audit and allow CMHC to inspect and make copies of such records and interview SA Holder Personnel in connection with the provision of the Services at its own expense. An audit may be conducted without prior notice, however, CMHC agrees to cooperate with the SA Holder in the course of conducting any audit in order to avoid disruption in day-to-day operations.

### **Article 10. Contingency Planning**

#### Section 10.01 Business Continuity Planning

The SA Holder shall have in place a business continuity plan and disaster recovery plan and will cause any affiliates or Permitted Subcontractors performing in the delivery of Services under this agreement to likewise maintain business continuity plans, disaster recovery plans. The SA Holder shall be required, upon CMHC's request, to supply a copy of its business continuity policies and complete a CMHC business continuity management attestation form.

The SA Holder shall cover all costs associated with performance of their contingency plans.

### **Article 11. Indemnification**

#### Section 11.01 Indemnification

The SA Holder (the "Indemnifying Party") agrees to indemnify, defend and hold harmless CMHC and its directors, officers, employees, and agents (each an "Indemnified Party") from and against all Claims and Losses. The indemnification applies whether such Claims are suffered or brought in the name of CMHC or in the name of the SA Holder or SA Holder Personnel. The SA Holder, as the case may be, shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence, however the SA Holder shall not enter into a settlement without the applicable Indemnified Party's consent. This clause shall survive the termination of the SA Master Agreement.

Exceptions. Notwithstanding anything to the contrary in this SA Master Agreement, the SA Holder is not obligated to indemnify or hold harmless CMHC against any Claim if such Claim or the corresponding Losses arise out of or result from CMHC's:

(a) gross negligence or wilful misconduct; or

(b) bad faith failure to materially comply with any of its material obligations set forth in this SA Master Agreement.

#### Section 11.02 Indemnification Procedure

If CMHC receives notice of the assertion or commencement of any Third-Party Claim, CMHC shall give the SA Holder reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of notice of such Third-Party Claim. Such notice shall (i) describe the Third-Party Claim in reasonable detail, (ii) include copies of all material written evidence thereof and (iii) indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Party.

The failure to give such prompt written notice shall not, however, relieve the Party required to indemnify under Section 11.01 of its indemnification obligations.

#### Section 11.03 Participation in Defense

The Indemnified Party shall have the right to participate in the defence with counsel selected by it subject to the Indemnifying Party's right to control the defence. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, provided that, if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defences available to an Indemnified Party that are different from, or additional to, those available to the Indemnifying Party; or (B) there exists a Conflict of Interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required.

#### Section 11.04 Cooperation

CMHC and the SA Holder shall co-operate with each other in all reasonable respects related to this agreement and in connection with the defence of any Third-Party Claim.

### **Article 12. Limitation of Liability**

#### Section 12.01 No Limitation of Liability

Nothing in this SA Master Agreement shall exclude or limit the SA Holder's liability under this SA Master Agreement.

#### Section 12.02 CMHC Liability Disclaimer

CMHC, its employees, directors or affiliates and their employees or directors shall have no liability arising out of or relating to the provision of Services by the SA Holder, SA Holder Personnel or its affiliates, except for causes arising from its gross negligence or willful misconduct. This provision applies to the fullest extent permitted by law.

#### Section 12.03 No Consequential Damages

In no event shall CMHC be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any Services provided by the SA Holder or its affiliates. This provision applies to the fullest extent permitted by law.

### **Article 13. Insurance Obligations**

#### Section 13.01 Insurance Requirements

The SA Holder 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 SA Master Agreement. On the Effective Date, all insurance coverage(s) of the SA Holder shall be issued by financially sound and responsible regulated insurance companies and shall have an A.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).

### Section 13.02 Commercial General Liability Insurance

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than five million Canadian Dollars (CAD\$5,000,000.00) inclusive for personal injury, bodily injury (including death) and property damage 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 SA Holder, liability for products and completed operations, broad form coverage, contractor's liability, non-owned automobile, employer's liability, contractual liability and liability specifically assumed under this SA Master Agreement. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

### Section 13.03 Professional Errors & Omissions Liability

Professional Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than five million Canadian Dollars (\$2,000,000.00) per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the SA Holder, its agents or employees in the performance of services. The SA Holder shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this SA Master Agreement.

Note: Based on the scope of work to be performed under this MSA, consider if Computer Security and Privacy Liability (aka Cyber Liability) insurance clause is required. Refer to the service agreement template.

### Section 13.04 Automobile Insurance

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 Contractor. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide Canada Mortgage and Housing Corporation with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

### Section 13.05 Broad Form Installation Insurance

Broad Form Installation Floater with an insurer licensed to do business in Canada covering the property of the Insured or the property of others in an amount not less than the replacement cost value of the equipment/material for which the Insured is legally liable, while such property is in transit to premises of installation or while there at awaiting installation. The policy shall add Canada Housing Corporation as loss payee as their interest may appear.

### Section 13.06 Broad Form Contractor Equipment Insurance

Contractor's Equipment Insurance with an insurer licensed to do business in Canada covering all equipment owned or rented by the Contractor and its servants, agents or employees used for the performance of the work against all risks of loss or damage in an amount not less than the value of the equipment.

### Section 13.07 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.

## Section 13.08 Other Conditions

If there are material changes in the scope of the Services provided under this SA Master Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by the SA Holder pursuant to this insurance clause shall be primary with respect to this SA Master Agreement and any valid and collectible insurance of CMHC shall be excess of the SA Holder'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, the SA Holder 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 SA Master 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 SA Master Agreement or any other contract, the SA Holder agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this SA Master Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor. It shall be the sole responsibility of the SA Holder to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the SA Master Agreement.

### **Article 14. Dispute Resolution**

#### Section 14.01 Dispute Resolution

Simple internal dispute resolution

If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this SA Master Agreement that cannot be resolved by mutual agreement, the Parties agree that they will make efforts to resolve the latter internally before resorting to litigation.

### **Article 15. General Terms**

#### Section 15.01 Notice

All notices or other communication issued under this SA Master Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

(a) To CMHC at the following address:

**Canada Mortgage and Housing Corporation**

Att: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone: Click here to enter text.

Email: Click here to enter text.

(b) To the **SA Holder** at the following address:

Click here to enter text.

Att: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Phone: Click here to enter text.

E-mail: Click here to enter text.

#### Section 15.02 Further assurances

Each Party shall execute, deliver, furnish such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions this SA Master Agreement and give effect to the transactions contemplated therein.

#### Section 15.03 Survival

Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this SA Master Agreement including, but not limited to, the following provisions: Article 3 Representations and Warranties, Article 7 Confidentiality, Article 8 Information Assets and Intellectual Property, Article 11 Indemnification, Article 12 Limitation of Liability, Article 13 Insurance Obligations, Article 15 General Terms, or any provision which by its nature is intended to survive the termination of this SA Master Agreement.

#### Section 15.04 Severability

If any term or provision of this SA Master Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this SA Master Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

#### Section 15.05 Equitable Remedies

The Parties agree that irreparable damage would occur if any provision of this SA Master Agreement was not performed in accordance with the terms hereof and that the Parties are entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

#### Section 15.06 Remedies for non-compliance

If the SA Holder fails to comply with a direction or decision of CMHC properly given under the terms of the SA Master 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 person or entity to perform the Services and withholding of payment due to the SA Holder 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.

#### Section 15.07 Cumulative remedies

The rights and remedies under this SA Master Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

#### Section 15.08 Waiver

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

#### Section 15.09 Assignment

- (a) This SA Master Agreement and any Contract issued under this SA Master Agreement shall not be assigned in whole or in part by the SA Holder without the prior written consent of CMHC. No purported assignment of any Contract issued under this SA Master Agreement and this SA Master Agreement shall relieve the SA Holder from any obligation under a respective Contract and this SA Master Agreement or impose any liability upon CMHC.
- (b) If specific individuals are identified in a Contract and the SA Master Agreement to perform the Services or any part thereof, those individuals shall provide the Services unless they are unable to do so for reasons beyond SA Holder's reasonable control.
- (c) If SA Holder is unable to provide any specific individual identified in a Contract and the SA Master Agreement, it shall, as soon as possible, give notice to CMHC of the reason rendering it is unable to do so and submit the name, qualifications, and experience of a proposed replacement for CMHC's review and approval.
- (d) SA Holder shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in a Contract and in the SA Master Agreement to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the SA Holder shall immediately comply with the order and submit the name, qualifications, and experience of a proposed replacement for CMHC's review and approval. The fact that CMHC does not order that any individual stop performing the Services does not relieve the SA Holder from its responsibility to meet the requirements of the SA Master Agreement.

#### Section 15.10 Successors and assigns

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

#### Section 15.11 Changes to the SA Master Agreement

##### Amendments

This SA Master Agreement and any Contract issued under this SA Master Agreement may only be amended or modified in a writing that specifically states that it amends this SA Master Agreement and is signed by an authorized representative of each Party.

#### Section 15.12 Independence of the Parties

It is understood by the Parties that the SA Holder shall act as an independent contractor for the purposes of this SA Master Agreement. SA Holder and its SA Holder Personnel are not engaged as employees of CMHC. The SA Holder agrees to so advise its SA Holder Personnel. Without limiting the generality of the foregoing, the SA Holder shall retain complete control of and accountability for its SA Holder Personnel.

#### Section 15.13 SA Holder's Authority

The SA Holder 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.

#### Section 15.14 No Public Announcements.

No party to this SA Master Agreement shall make any public announcements in respect of this SA Master Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party

#### Section 15.15 Subcontractors

- (a) The SA Holder must obtain CMHC's written consent, which may be given or withheld in CMHC's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of the SA Holder, other than the SA Holder's employees, to provide any Services to CMHC.
- (b) The SA Holder shall remain fully responsible for the performance of each SA Holder Personnel including any Permitted Subcontractor and for their compliance with all of the terms and conditions of this SA Master Agreement as if they were the SA Holder's own employees.
- (c) Nothing contained in this SA Master Agreement and in any Contract issued under the SA Master Agreement shall create any contractual relationship between CMHC and any SA Holder Personnel.
- (d) The SA Holder shall require SA Holder Personnel to be bound in writing by the Security and Confidentiality provisions of this SA Master Agreement, and, upon CMHC's written request, to enter into a non-disclosure or Intellectual Property assignment or license agreement in a form that is reasonably satisfactory to CMHC before sharing any information with relation to the Services; and
- (e) The SA Holder shall ensure that all SA Holder Personnel or anyone acting for or on behalf of the SA Holder, are properly licensed, certified, or accredited as required by Applicable Law and are suitably skilled, experienced, and qualified to perform the Services.

#### Section 15.16 Time is of the Essence

The SA Holder acknowledges that time is of the essence with respect to the SA Holder's obligations hereunder and that prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones and other requirements in this SA Master Agreement and in any Contract issued under this SA Master Agreement is strictly required.

#### Section 15.17 Exclusivity

CMHC preserves the right in its sole and absolute discretion to perform itself or acquire Services from any other providers that are similar to or identical to the Services, and CMHC shall not be liable to the SA Holder in any way for exercising this right.

#### Section 15.18 No Third-Party Beneficiaries

This SA Master Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this SA Master Agreement.



#### Section 15.19 Non-Solicitation of Employees

Except with the prior written consent of the other party, each Party agrees that during the Term and for a period of 12 months after the expiration or earlier termination of the Term, neither Party nor any of its affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity, solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other Party or employ or engage as an independent contractor/consultant, any current or former employee of the other Party, except (i) pursuant to a general solicitation through the media that is not directed specifically to any employees of the other Party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in this Section or (ii) if the other Party terminated the employment of such employee prior to the Party having solicited or otherwise contacted such employee.

#### Section 15.20 Choice of Law and Forum

This SA Master 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 either the Federal Court or the courts of the Province of Ontario as appropriate. The SA Holder shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The SA Holder shall comply with all the laws applicable to the Services or the performance of this SA Master Agreement.

#### Section 15.21 Counterparts

This SA Master Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this SA Master Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this SA Master Agreement, if the party sending the email or other means of electronic transmission has received express confirmation that the recipient party received the SA Master Agreement (not merely an electronic facsimile confirmation or automatic email reply).

#### Section 15.22 Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of this SA Master 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 or email 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, epidemic, 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. The SA Holder's economic hardship or changes in market conditions are not force majeure events. The SA Holder shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any force majeure event are minimized and resume performance under this SA Master Agreement.

Where CMHC concludes, in its sole discretion, that the SA Holder will not be able to fulfill its obligations under this SA Master Agreement or any Contract issued under this SA Master Agreement, CMHC may terminate this SA Master Agreement or a Contract issued under this SA Master Agreement and/or secure the services of other SA Holders to perform the Services without further compensation, penalty or obligation to the SA Holder.

### Section 15.23 Headings

The clause headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of the SA Master Agreement.

### Section 15.24 Language

CMHC as a federal crown corporation 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 SA Holder, 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 SA Holder 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 SA Holder pursuant to the *Official Languages Act R.S.C. , 1985, c. 31* shall be forwarded to CMHC within one (1) business day of receipt. CMHC shall have the right to monitor the Services provided by the SA Holder in both official languages.

### Section 15.25 Order of Precedence

The documents comprising the SA Master Agreement are complementary and what is called for in any one shall be binding as if called for by all. The SA Master 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 SA Master Agreement documents shall have following order of precedence: (a) this SA Master Agreement as amended from time to time; (b) any schedules and Contracts to this SA Master Agreement that are duly executed by both Parties, as amended from time to time, to the extent of the inconsistency between the terms.

### Section 15.26 Entire SA Master Agreement

This SA Master 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 SA Holder's general terms and conditions or any other document issued by the SA Holder in connection with this SA Master Agreement, not incorporated herein. In case of conflicts between the SA Holder's documents and CMHC's documents, CMHC's shall govern.

**Signature page follows**

**IN WITNESS WHEREOF:**

This SA Master Agreement has been executed by duly authorized officers of the Parties as follows:

**NAME OF SA HOLDER**

**CANADA MORTGAGE AND  
HOUSING CORPORATION**

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

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

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

I have the authority to bind the SA Holder.

## **SCHEDULE A – SERVICES**

(I.E. THE SCOPE OF WORK)

KEY ELEMENTS OF SERVICES TO BE PROVIDED, DEFINITION OF “DELIVERABLES”, PROJECT MILESTONES, TIMING REQUIREMENTS, COMPLETION STANDARDS, SERVICE LEVEL AGREEMENTS, AND OTHER IMPORTANT ITEMS

## **SCHEDULE B - FEES**

SA Holder's ceiling rates and payment scheduled with the payments tied to Deliverables.