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REQUEST FOR PROPOSAL (RFP)

For

General Contractor and Construction Management Services- Granville Island

Request for Proposal (RFP) No.: **RFP-002284**
Issued: **July 17, 2023**
Submission Deadline: **August 31, 2023, 11:00 A.M PDT**
Address Inquiries to RFP Contact: **Tim Webster**
Email: **tjwebste@cmhc-schl.gc.ca**

Canada



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PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFP

Canada Mortgage and Housing Corporation (“CMHC”) is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Housing and Diversity and Inclusion.

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.

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.

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.

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.

In 2016, CMHC commissioned a planning project to produce a comprehensive vision for Granville Island for the next quarter century.

Among the recommendations in Granville Island 2040: Bridging Past & Future, was the development of new Mission and Vision statements specific to Granville Island, the identification of four key areas of focus, and a new governance structure.

The Granville Island Council formed in late 2019 and is composed of citizens from the local community along with two representatives from CMHC who together bring expertise in the areas of arts & culture, community and government relations, leadership, finance, and property management.

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a contract with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of providing General Contractor and Construction Management Services on Granville Island., Vancouver, British Columbia.

This Agreement will have an initial term of up to two (2) years, with the potential to renew for three (3) subsequent one-year renewals, not to exceed a cumulative total of five (5) years.

The anticipated value of the service is estimated to be up to \$3,000,000.00 CDN per year including all applicable taxes.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal.

1.2 RFP CONTACT

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

Tim Webster
tjwebste@cmhc-schl.gc.ca

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

1.3 TYPE OF CONTRACT FOR DELIVERABLES

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

1.4 RFP PROCESS TIMETABLE

Issue Date of RFP	July 17, 2023
Mandatory Site Visit	July 31, 2023, 10:00 A.M PDT
Deadline for Questions	August 11, 2023
Deadline for Issuing Addendum	August 18, 2023
Submission Deadline of proposals	August 31, 2023, 11:00 A.M PDT
Evaluation Deadline	September 2023
Anticipated Contract Negotiation Period	15 calendar days
Anticipated Execution of Agreement	September 2023

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

It is mandatory that the tenderer visit the site and examine the scope of the work required and the existing conditions in order to bid on the work. Arrangements have been made for a mandatory tour of the work site. All attendees must follow Provincial Health Officer (PHO) guidelines and restrictions for the site visit meeting. Depending on the number of attendees, the site visit meeting may be divided into several sessions. The site visit will be held on **July 31, 2023, at 10:00 AM (PDT)**. The site is located at **1661 Duranleau St, 2nd Floor Vancouver, BC**. The tenderer **must send confirmation** of attendance **by 12:00 PM (PDT) on July 28, 2023**, including the name(s) of the person(s) who will be attending, via email to Tim Webster at tjwebste@cmhc-schl.gc.ca. A maximum of two (2) representatives from each firm will be allowed to attend. The tenderer who, for any reason, cannot attend at the specified date and time, **will not be given an alternative appointment** to view the site. Tenderers are asked to meet at **1661 Duranleau St, 2nd Floor Vancouver, BC** for an introduction to the project, an escorted site walk, followed by a question-and-answer period. Tenderer's can submit written questions after their site visit which will be responded to as per the Inquiries Section.

1.5 SUBMISSION OF PROPOSALS

1.5.1 PROCUREMENT BUSINESS NUMBER

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

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

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

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

The subject line of the transmission must state: RFP-002284, General Contractor Services (Granville Island)

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

Please be advised that EBID has a size limitation of 10 MB. Proponents may submit their proposal in multiple smaller files indicating the number of emails submitted (for example: email 1/3, 2/3, 3/3) in the body of the email. Individual files are to be submitted in Microsoft Word or pdf format.

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

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

1.5.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: **August 31, 2023, 11:00 A.M PDT Vancouver local time** ("Submission Deadline")

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

1.5.4 AMENDMENT OF PROPOSALS

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

1.5.5 WITHDRAWAL OF PROPOSALS

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed

by an authorized representative of the proponent. CMHC is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 STAGES OF EVALUATION AND NEGOTIATION

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

2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

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

2.1.2 STAGE II – EVALUATION

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

A. MANDATORY TECHNICAL REQUIREMENTS

CMHC will review the proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in Section I of the RFP Specifications (Appendix C), have been met. The mandatory technical requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. Questions or queries on the part of CMHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 of Part 3. Only proponents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

B. RATED CRITERIA

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

2.1.3 STAGE III – PRICING

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

2.2 RANKING AND CONTRACT NEGOTIATIONS

2.2.1 SCORING BY THE EVALUATION TEAM

The following scoring matrix has been developed to assist the Evaluation Team in the scoring process of the rated criteria detailed in Appendix C, Section K:

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

Partial scores (for example 1.5, 2.5, 3.5 and so on) may be assigned. Individual proponent scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing, which will be evaluated as described in Appendix B – Pricing Form.

2.2.2 RANKING OF PROPONENTS

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

proponent's proposal or ranking on the basis of any such information in an effort to select a top-ranked proponent.

2.2.3 CONTRACT NEGOTIATION PROCESS

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (Part 3). The negotiation process will not constitute a legally binding offer to enter into a contract on the part of CMHC or the proponent and there will be no legally binding relationship created with any proponent prior to the execution by both CMHC and the proponent of a written agreement. The terms and conditions found in the Form of Agreement (Appendix E) are to form the basis for commencing negotiations between CMHC and the selected proponent. As a part of the negotiation process, CMHC may request supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and CMHC may include requests for improved pricing or performance terms from the proponent.

2.2.4 TIME PERIOD FOR NEGOTIATIONS

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

2.2.5 FAILURE TO ENTER INTO AGREEMENT

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

2.2.6 NOTIFICATION OF NEGOTIATION STATUS

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS

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

3.1.2 PROPOSALS IN ENGLISH OR FRENCH

3.1.3 NO INCORPORATION BY REFERENCE

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

3.1.4 REFERENCES AND PAST PERFORMANCE

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

3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE

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

3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS

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

3.1.7 PROPOSAL TO BE RETAINED BY CMHC

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

3.1.8 TRADE AGREEMENTS

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

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

3.2 COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1 PROPONENTS TO REVIEW RFP

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

3.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA

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

3.2.3 POST-DEADLINE ADDENDA AND EXTENSION OF SUBMISSION DEADLINE

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

3.2.4 VERIFY, CLARIFY AND SUPPLEMENT

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

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 NOTIFICATION TO OTHER PROPONENTS

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

3.3.2 DEBRIEFING

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

3.3.3 PROCUREMENT PROTEST PROCEDURE

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

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 CONFLICT OF INTEREST

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

3.4.2 DISQUALIFICATION FOR PROHIBITED CONDUCT

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

3.4.3 PROHIBITED PROPONENT COMMUNICATIONS

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

3.4.4 PROPONENT NOT TO COMMUNICATE WITH MEDIA

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

3.4.5 NO LOBBYING

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

3.4.6 ILLEGAL OR UNETHICAL CONDUCT

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any

unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials, or other representatives of CMHC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7 PAST PERFORMANCE OR PAST CONDUCT

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

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

3.5 CONFIDENTIAL INFORMATION

3.5.1 CONFIDENTIAL INFORMATION OF CMHC

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

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

3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT

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

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 NO CONTRACT A AND NO CLAIMS

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

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

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

3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT

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

3.6.3 NON-BINDING PRICE ESTIMATES

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

3.6.4 CANCELLATION

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

3.7 GOVERNING LAW AND INTERPRETATION

These Terms and Conditions of the RFP Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).

- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. PROPONENT INFORMATION

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

2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

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

3. ABILITY TO PROVIDE DELIVERABLES

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

4. NON-BINDING PRICING

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

5. ADDENDA

The proponent is deemed to have read and taken into account all addenda issued by CMHC prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. NO PROHIBITED CONDUCT

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

7. CONFLICT OF INTEREST

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section 7 (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1) participated in the preparation of the proposal; **AND** (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline. Any former public office holder must be in

compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFP.

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

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

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

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

8. DISCLOSURE OF INFORMATION

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

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

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

9. SECURITY CLEARANCE

The proponent agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as outlined in Section E. Security of the RFP Specifications (Appendix C).

10. VACCINATION REQUIREMENTS

The proponent agrees that: (a) it and any other persons for which it is responsible, who are to perform the work stated in this RFP, will comply with CMHC’s vaccination requirements, as may be amended from time to time.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must 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 proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

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

3. PRICING FORM

The proponent must provide a response relative to the pricing of its proposed solution.

The proponent's pricing should include hourly rates as per Table 1 – *Hourly Rates* below.

Additional costs may only be incurred for repairs and replacements at the rates specified in Table 1. The proponent is responsible to list any additional fees in Table 1 – *Other Services*.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

The GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor and will be paid by CMHC.

Project Types

When new projects are assigned to the successful vendor by CMHC an agreement on how best to proceed with the project needs to be confirmed in writing to the CMHC Project manager either a time and materials project or a fixed cost project.

Time and Materials Projects

Time and Material projects are to follow rates outlines in Table 1. Should the proponent have any rates or titles not listed below, and which they intend to charge out for regular maintenance work, these must be included in the submission. All rates must be included. CMHC will not pay for any goods/services excluded or omitted from the pricing tables. Should position names and titles be different from the table below, please rename at the equivalent level. All rates should be inclusive of all administration costs. Indicate in the table the amount of mark up for any subcontract's invoices applied to both labour and materials, this markup should include all supervision and project management of sub contractors.

Table 1

Regular Hourly Rate (Monday to Friday, 7:00 am to 7:00 pm)					
Position	Year One	Year Two	Optional Renewal (Year Three)	Optional Renewal (Year Four)	Optional Renewal (Year Five)
Principal	\$	\$	\$	\$	\$
Senior Project Manager	\$	\$	\$	\$	\$
Project Manager	\$	\$	\$	\$	\$
Assistant Project Manager	\$	\$	\$	\$	\$
Project Coordinator	\$	\$	\$	\$	\$
Site Superintendent	\$	\$	\$	\$	\$
Estimator	\$	\$	\$	\$	\$
Construction Safety Officer	\$	\$	\$	\$	\$
Skilled Labour	\$	\$	\$	\$	\$
General Labour	\$	\$	\$	\$	\$
The following rows are for Proponents to list any additional applicable positions, as necessary.					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Other Services (the Proponent should include any additional costs in this Section i.e., truck charge, call-out rate, etc.)					
Rate for Materials/Equipment/Supplies: (Cost + %)	%	%	%	%	%
Disbursements	%	%	%	%	%
Materials, and Equipment Mark-Up (based on project value)					
\$0 – \$50,000	%	%	%	%	%
\$50,001 - \$100,000	%	%	%	%	%
\$100,001 - \$500,000	%	%	%	%	%
>\$500,000	%	%	%	%	%
Sub-Contractor Mark-Up (based on project value)					
\$0 – \$50,000	%	%	%	%	%
\$50,001 - \$100,000	%	%	%	%	%
\$100,001 - \$500,000	%	%	%	%	%
>\$500,000	%	%	%	%	%
Call Out Charge	\$	\$	\$	\$	\$
Confined Spaces	\$	\$	\$	\$	\$
The following rows are for Proponents to list any additional applicable positions, as necessary.					
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

Fixed Cost Projects

Fixed cost projects will be assigned by CMHC and the successful vendor will provide a fixed price amount each time to perform contemplated project work. Fixed price amounts will need to account for all labour, materials, equipment, administration, project management, supervision, additional insurance / security as required, and any other resources needed to complete the work within a given or agreed to time period. When subcontractors and / or suppliers are used the successful vendor's fixed price proposal will need to include copies of the subcontractors' and / or suppliers' submitted pricing / proposed commitment amount, which may be marked up as a construction management fee percentage based on Table 2 below. CMHC expects the successful vendor will request proposals from multiple sources for the same scope of work at no cost to CMHC when the use of subcontractors and / or suppliers are needed to execute project work. Rework, additional fees, and deficiency corrections triggered by the successful vendor and / or their subcontractors / suppliers missing, or misinterpreting information included in procured project documents, delivering low quality work and / or products, applying improper sequencing and / or coordination of work, implementing work without adequate protection in place, and due to other similar causes will be the full responsibility of the successful vendor and will not be borne by CMHC.

Table 2

Construction Management Fee					
Construction management fees to be charged on subcontractors and suppliers costs calculated on total project value					
Project Value Range	Year One	Year Two	Optional Renewal (Year Three)	Optional Renewal (Year Four)	Optional Renewal (Year Five)
\$0 – \$50,000	%	%	%	%	%
\$50,001 - \$100,000	%	%	%	%	%
\$100,001 - \$500,000	%	%	%	%	%
\$500,001 - \$1,000,000	%	%	%	%	%
>\$1,000,000	%	%	%	%	%

PLEASE PROVIDE PRICING AS A SEPARATE DOCUMENT UPON SUBMISSION.

APPENDIX C – RFP 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.

Map of Granville Island:



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.

B. THE DELIVERABLES

Canada Mortgage and Housing Corporation (CMHC) requires a vendor to undertake and provide General Contractor and Construction Management Services on an “as-and-when required” basis.

Granville Island is a high visibility and high traffic site containing vibrant public spaces and various buildings of heritage value including, but not limited to, the Public Market, retail buildings, artisan studios, performance venues, storage buildings, and parking shelters. Each building contains a differing assortment of capital assets, from the varied profile of building envelopes to mechanical assets, to the interior furnishings. Some of the buildings will have been built in the early 20th century and will have layers of updates implemented over several decades. The Proponent will demonstrate experience in retrofitting heritage buildings or buildings of character. Business hours on Granville Island vary from 8am to 1am, 7 days a week. Staff and the visitors access Granville Island at all times of the day and there is no period when the island is “closed.” Generally, traffic begins to lessen after 7pm, when the Public Market closes; however, there is still significant nighttime activity from the many restaurants, theatres, and the occasional festival on Granville Island. The Granville Island Hotel, located on the eastern edge of the island, is open 24 hours a day. The Proponent will demonstrate capacity to perform the work during and/or after business hours in fully occupied buildings without impairing the ability of tenants to conduct regular business. There is a minimum requirement of 24-hour notice prior to entering tenanted premises; an increased notice period is required for any work taking place inside tenanted premises, or that will affect tenants, particularly when and if service shutdowns are required to facilitate work; notice periods will be set at the discretion of CMHC for each project. The successful vendor will be required to become familiar with the Granville Island site and surrounding environment (including, but not limited to, waterways, shoreline, Granville Street Bridge piers, neighbouring residences) as necessary.

Primary Services

The successful vendor will perform general contractor and construction project management services at various sites on Granville Island on an as-requested basis. The successful vendor will follow the direction of the designated representative of CMHC or designated consultant(s) of CMHC for all projects. Projects may include, but are not limited to, building additions, renovations, new construction, maintenance, remodeling, site-work, improvements, utility upgrades, major repairs, demolition (full and selective), seismic upgrades, and system replacements. Approximate value of projects may range between \$1,000 and \$10,000,000 each.

The successful vendor will provide all labour, equipment, and material to complete assigned work with its own forces or sub-contracted forces. Proponents are to demonstrate experience in managing projects that may include, but are not limited to:

- Roofing systems
- Building envelopes, including insulation and weatherproofing
- Timber, wood, and steel structural components
- Framing and shoring work

- New construction
- Demolition
- Hazardous materials, including removal and disposal
- Concrete slab foundations
- Floor covering installation
- Civil works
- Marine structures
- Masonry walls
- HVAC systems
- Plumbing systems
- Electrical, lighting and data systems
- Fire protection and sprinkler systems
- New installations or replacement of doors including automatic door systems
- Replacement of windows
- Drywall
- General carpentry and millwork
- Painting and décor installation

Should the Proponent not have the capacity to provide the work with in-house staff, the Proponent will demonstrate experience contracting and managing subcontractors on similar projects. The CMHC Procurement Policy and Procedures are applicable to non-CMHC personnel (i.e., the Proponent) who are engaged to act on behalf of CMHC. At a minimum, for each project, the successful vendor will be expected to acquire quotations from two or more qualified subcontractors for each trade or profession required. The successful vendor will review quotations with the designated representative of CMHC; final approval of subcontractors will be given by the designated representative of CMHC for each project. The successful vendor will be responsible for ensuring all subcontractors and subtrades adhere to industry standard practices and follow the requirements of the construction documents, schedule, safety procedures, and operational procedures. The successful vendor will be expected to ensure all subcontractors and sub-trades always conduct themselves in a professional manner in all phases of the project and on Granville Island. Subcontracts under the successful vendor shall be directly between the subcontractors and Proponent, unless otherwise directed by CMHC. Subcontracts shall be disclosed to CMHC on request.

The successful vendor will be expected to cooperate with any CMHC forces and contracted sub-trades and/or consultants as directed by the designated representative of CMHC.

All roofing contractors must be members of the RCABC. All sub-trades must be properly certified by the appropriate licensing body in the province of British Columbia.

The successful vendor may also be asked to provide consulting, estimating, and advisory services to the designated representative of CMHC or designated consultant(s) of CMHC regarding the constructability of designs, either to be issued to the successful vendor or to be issued by CMHC for Tender. CMHC shall have no obligation to issue work to the successful vendor, nor will CMHC favour the successful vendor in any resulting Tender. Any resulting Tender will disclose a summary of the initial work completed by the successful vendor, including the name of the initial contractor, and the scope of the initial work completed.

Invoicing

Invoicing will be a detailed breakdown of the services completed and their locations. All Invoices to be submitted with:

- a section and subtotal for each applicable position category for the job/project listing the name of person(s), date(s) worked, hours worked, and hourly rate during the period covered by the invoice.
- a section for each applicable sub-contractor/supplier for the job/project listing the name of sub-contractor/supplier, their invoice number and date of invoice covered by the invoice; each section to have a subtotal line, markup line, and total line
- an invoice subtotals
- a lien holdback (applicable on fixed cost projects only?)
- a deficiency holdback (applicable when directed on fixed projects only?)
- an invoice total before tax(es)
- applicable tax(es)
- an invoice totals

Fixed project invoices must display the applicable CMHC project code.

The Service Provider must submit monthly invoices by the 15th of the following month of the period covered by the invoice AND allow 30 days from delivery of invoice for payment without interest charges. All invoices shall be sent electronically to ap@granvilleisland.com.

Before advancing any amount to the Service Provider, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services were performed in

accordance with the terms and conditions of the Agreement. In the event that the Services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Service Provider's default, including, without limitation, the following:

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

General Procedures

The Proponent will manage projects on an as-requested basis and will provide a construction manager and/or site superintendent on site at Granville Island for each project. Larger projects will be expected to have separate construction managers, site superintendents and project dedicated team members.

Direction from the designated representative of CMHC or designated Consultant for CMHC will consist of verbal and written instructions for small projects, to Issued for Construction (IFC) packages for large projects. Change Order requests will be governed by a review process via the designated consultant for CMHC.

The successful vendor will provide fully estimated quotations/proposals on each project for submission to the designated representative of CMHC. Quotations and proposals will include project schedules, contingencies, all administrative/disbursement costs, project staff, and subcontractors to be assigned to the project. Quotations and proposals will require approval by CMHC prior to the start of work; approval will consist of signatures on quotations/proposals by the designated representative of CMHC, and designated consultant of CMHC (if applicable), and the successful vendor.

For low dollar value projects (<\$5,000), work may be directed by CMHC to be done on a time and materials basis, based on hourly rates and materials mark-up as provided in Appendix B – Pricing Form. Low dollar value projects are expected to be completed by successful vendor's in-house skilled and general labourers with minimum reliance on the use of subcontractors. In addition, the successful vendor will provide, as requested:

- Shop drawings, as required for the project, to the designated representative of CMHC and designated consultant(s) for CMHC. Successful vendor will be required to properly review shop drawings and submittals for compliance with the project drawings and specifications prior to forwarding to CMHC and its consultants.
- Hoarding, scaffolding, and other forms of site work protection measures when necessary and/or requested by CMHC.
- Aesthetic considerations as directed by CMHC for hoarding, scaffolding, work site.
- Coordination meetings with CMHC staff, architects, planners, engineers, other CMHC subcontractors, etc.
- Traffic Management Plan and use of flaggers, where work involves partial or full blockage of road access on Granville Island
- Adequate Insurance coverage for every sub-contractor, refer to Article 4.8 in Section 6.2
- Performance security and other forms of insurances on projects as requested; refer to Article 4.9 in Section 6.2
- As requested, Class A, B, C, and/or D cost estimates prepared by a qualified estimator certified by the CIQS, or review/comment on estimates provided by the Consultant.
- As built drawings to the designated representative and/or consultant(s) of CMHC.

The successful vendor will provide all necessary equipment for each project and pre-arrange an appropriate lay down or storage area with the CMHC Granville Island Operations team. On-Island storage is scarce and will only be made available for specific project needs and for

the project's duration. Permanent storage spaces will not be provided. The Proponent will also demonstrate the ability to procure and provide specialized equipment. CMHC will provide forklift assistance and permit use of its scissor lift(s) when possible and with proper advance notice.

Project Management Plan/Project Delivery Approach

The successful vendor will provide Construction Management Services throughout each project's life cycle.

1. Projects will be delivered according to budget, cost estimates, schedules, and within approved scope, quality, and project milestones.
2. Services and duties listed in the Statement of Work are not exhaustive and do not preclude alternative or supplementary approaches as may be suggested by the designated representative of CMHC or the designated consultant to CMHC.
3. The successful vendor will provide a Project Procedure Manual (PPM) for each project if and when requested by the designated representative of CMHC. Each procedure manual will outline:
 - a. All members of the project team and their roles and responsibilities
 - b. All subcontractors and sub-trades, key contacts, roles and responsibilities
 - c. Lines of communications within the project team, including with CMHC and consultants
 - d. Regular meeting and reporting schedule during the project
 - e. Procedures for reporting defects, deficiencies, and other issues as they arise
 - f. Escalation procedures for issues and project challenges
 - g. Quality Management Plan, including process to manage quality of work by subcontractors and sub-trades – the responsibility of construction quality control will remain with the successful vendor.
 - h. Document control procedures (architectural drawings, shop drawings, change requests, meeting minutes, etc.)
 - i. Approaches to limit disruptions to tenants and operations of the Island.
 - j. Each PPM to be signed off by designated representative of CMHC.
 - k. Health and Safety Plan in compliance with occupational health and safety regulations
4. Construction Schedules – project milestones, timelines, and date for substantial completion to be determined with designated representative of CMHC or designated consultant of CMHC. Dates for disruptive work will need to be coordinated with the designated representative of CMHC. Disruptive work may require scheduling outside business hours.
5. The successful vendor will implement strategies to minimize unnecessary re-work, cost overruns, waste, schedule delays, administration, and use of consultants' time.
 - a. Include approaches / practices that prevent re-work and deficiencies resulting from site conditions, design conflicts or mismanagement of sub-trades or on-site activities, misinterpretation of design drawings / specifications and project goals. Vendor will need to demonstrate their applied care upon request and be accountable for any negligence.
 - b. Include methods to fully review and understand the scope of work covered in project specifications and design drawings to ensure design completeness, constructability, and complete costing. Change orders triggered by incomplete costing will need to be further assessed and demonstrated.
 - c. Include contingency plans to mitigate potential delays due to weather, labour and material shortages, and logistical challenges.

d. Pass on cost savings from utilizing cost reduction measures on projects or from the reduction or elimination of services due to changes in project scope.

6. As requested, the successful vendor will attend meetings and workshops during the design and construction process and assist CMHC with stakeholder management.

The Proponent will comply with the applicable reference standards for projects on Granville Island, including but not limited to:

- National Building Code
- National Fire Code
- Canadian Electrical Code
- Canadian Plumbing Code
- Canada Labour Code
- Canada Occupational Safety and Health Regulations
- Workplace Hazardous Materials Information System (WHMIS)
- Workers' Compensation Board
- Vancouver Building By-Law (VBBL)
- All other applicable Federal, Provincial and Municipal codes pertaining to the trades and activities involved in the work.

C. WORK LOCATION

CMHC will provide the successful vendor with the use of a scissor lift as requested, when available, for necessary work included in the scope. The lift(s) will only be provided to a trained operator. Valid operator tickets will be made available to designated representatives of CMHC upon request.

CMHC will provide the successful vendor with forklift assistance operated by its staff as requested, when available, for necessary work included in the scope. Advance notice will be required, and assistance will be made available based on operational needs.

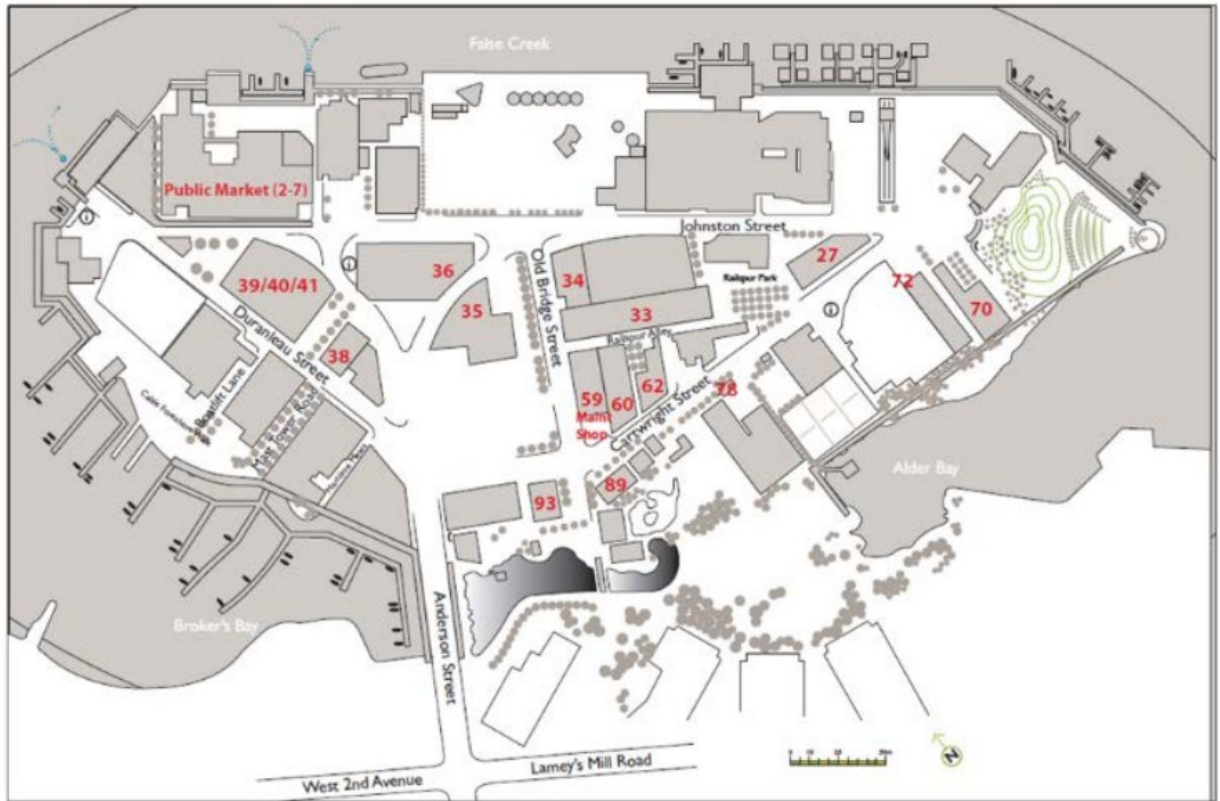
CMHC will provide the successful vendor with the use of storage facilities as requested, when available, for necessary work included in the scope. Storage facilities will only be made available for the duration of the project.

While the proponent is on-site performing work for CMHC, parking accommodations will be granted. Contractor parking location will be assigned by CMHC staff. Parking in other areas will be ticketed unless exempted by the designated representative of CMHC.

CMHC will coordinate access to the various buildings (see map below) as well as tenant spaces (when necessary). Successful vendor appointees are not to engage in conversations with tenants or share project related information and updates.

The work will be performed at the following commercial buildings and surrounding public spaces managed by CMHC Granville Island:

CMHC - Building Nos.



D. TRAVEL

No travel is required during the contract and no compensation will be awarded to the selected proponent for any travel cost incurred

E. SECURITY

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

F. CMHC DATA- N/A

G. MATERIAL DISCLOSURES

N/A

H. MANDATORY SUBMISSION REQUIREMENTS

1. SUBMISSION FORM (APPENDIX A)

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

2. PRICING FORM (APPENDIX B)

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

3. RESPONSE TO R.1 - R.4

Each proposal must include the response to the rated criteria categories.

I. MANDATORY TECHNICAL REQUIREMENTS

MTR. 1	Minimum of five (5) Years. Proponent must provide a statement confirming that they meet the minimum experience performing general contracting and project management work. Proof of experience working in a public environment and with commercial tenants.
MTR. 2	Comparable Projects. Proponents must include five (5) recent construction projects in the last five (5) years. Minimum value of each project must be \$250,000.00. Detailed project information to be submitted as per Appendix D.

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

assessed on a pass/fail basis. Proponents who are not able to comply will be disqualified from any further consideration.

J. PRE-CONDITIONS OF AWARD- N/A

K. RATED CRITERIA

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

Rated Criteria Category	Weighting (%)
R.1 Experience and Qualifications of the organization	20
R.2 Approach and Methodology	30
R.3 Experience and Qualification of the proposed resource(s)	20
Stage III - Pricing (See Appendix B for details)	30
Total	100%

Submission requirements (proposal content) for each rated criteria category

Note:

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

R. 1 EXPERIENCE AND QUALIFICATIONS OF THE ORGANIZATION (PAGE LIMIT: 7 SINGLE SIDED)

R.1.1 Provide a brief description of your organization (overview, number of full-time employees, history) with any service specialization. Need a minimum of 5 years experience in performing general contracting and project management work. Proof of experience working in a public environment and with commercial tenants.

R.1.2 Provide references of five most recent construction 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

R.1.4 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 if 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 Deliverables 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 service.

a) **Project Management Approach-** Describe the management approach and the organizational structure, including how you will organize staff and sub-contractors. Provide examples of projects requiring extensive use of sub-contractors and how the project management approach contributed to the success of projects. Indicate number of in-house staff available to perform project work and when they will be used on projects along with strategies to limit reliance on subcontractors.

b) **Quality Control-** The proponent shall describe its approach to quality control including:

- Details of the methods used in ensuring quality of the work; provide example of a Quality Management Plan outlining how standards of quality will be maintained; for example, roles and responsibilities for quality, tools and mechanisms to be implemented, and how this will be reported to CMHC
- Response mechanisms in the case of errors, omissions, deficiencies, delays, etc.
- Strategies to minimize unnecessary re-work, waste, delays, and administration.

- Strategies to minimize incomplete costing and use of consultants' time.

c) **Project Scheduling**- The proponent shall provide examples of its scheduling methodology for projects and shall describe its method to ensure compliance with project schedules. Include strategies used to expedite project delivery.

d) **Reporting**- The proponent shall describe how it will manage and report issues, complaints, and solutions; include details of written, oral, and electronic reporting methods.

e) **Office Locations and Interface with CMHC**- Describe where project personnel are based and how they would be able to respond in a timely manner to deficiencies and safety issues. Include interface mechanisms with CMHC (how would CMHC staff reach the proponent in an emergency).

R.2.3 Specifically, name the key representative(s) for the CMHC account and provide their qualifications.

R. 3 EXPERIENCE AND QUALIFICATIONS OF THE PROPOSED RESOURCES (PAGE LIMIT: 5 SINGLE SIDED)

R.3.1 Please list the proposed resources in the applicable area of expertise (one page limit). Where possible, please indicate the corresponding resource level and resource title in accordance with the pricing form, beside the resource name for ease of cross-reference.

R.3.2 Please provide a brief bio and qualifications (one page per resource) of the resources assigned to applicable areas of expertise; and

R.3.3 Please provide resumés for all project personnel, including subcontractors, if any. Include specific experience in construction project management.

L. REFERENCES

CMHC may contact the references provided under rated criteria R.1.2 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process)

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 – FORM OF AGREEMENT



CMHC SERVICES PURCHASE AGREEMENT

CMHC FILE No. [NUMBER]
THIS AGREEMENT ("Agreement") is executed

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION

Granville Island Administration Office
1661 Duranleau Street, 2nd Floor
Vancouver, British Columbia
V6H 3S3
(hereinafter called "CMHC")

(Hereinafter called "**CMHC**")

- and -

FULL LEGAL NAME OF CONTRACTOR

[ADDRESS]

(Hereinafter called the "**Contractor**")

(Each individually a "**Party**" and collectively the "**Parties**")

Recitals

WHEREAS, the Contractor is in the business of offering General Contractor and Construction Management Services;

WHEREAS, CMHC wishes to procure the Services from the Contractor [pursuant to the Contractor's selection following procurement process RFP-002284], and the Contractor is willing to perform such Services under the terms and conditions of this Agreement;

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 I. 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 Contractor are acquired by any entity, or the Contractor 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 Contractor, or which the Contractor or Contractor 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.

CMHC Property means as defined in Section 8.05.

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

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

Deliverables means deliverables as defined under 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, trade-marks, 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 Contractor which has been approved by CMHC at its sole discretion in writing to provide any service to CMHC on the Contractor'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 Agreement.

Third-Party Claim means any Claim made or brought by any person who is not a party to this 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 Agreement or prepared by or on behalf of the Contractor in the course of performing the Services.

Article II. Services

Section 2.01 Description of Services

The Contractor covenants and agrees to provide General Contractor and Construction Management Services on Granville Island. Services described in SCHEDULE A "the Services".

Article III. Representations and Warranties

Section 3.01 Contractor's Representations and Warranties

The Contractor represents and warrants that at all times during the term of the 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;

- (e) 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 Contractor's field.

The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity.

Article IV. Term and Termination

Section 4.01 Term

The term of the Agreement shall be for a period of two (2) years commencing on Click or tap to enter a date. (the "Effective Date") and ending on Click or tap to enter a date. (the "**Initial Term**").

Section 4.02 Renewal

This Agreement may be extended in writing, at the sole option of CMHC,, for an additional three (3) one-year renewal periods (the "**Extension Term**"), not to exceed a cumulative total of five (5) years including the Initial Term. The Initial Term and any Extension Term herewith, shall be collectively referred to as the "**Term**".

Section 4.03 Termination

(a) No fault termination

Notwithstanding Section 4.01 and Section 4.02 above, CMHC may terminate the Agreement for any reason, without penalty, charge, or liability, by giving thirty (30) calendar days' written notice at any time during the Term.

(b) Termination for Cause with Notice

CMHC may immediately terminate this Agreement without penalty charge or liability by giving 30 calendar days' written notice to the Contractor, for any of the following reasons:

- i. The Contractor commits a material breach of its duties under this Agreement, numerous breaches of its duties under this Agreement that collectively constitute a material breach, unless the Contractor 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 thirty (30) calendar days' of receipt of written notice of breach;
- ii. There is a Change in Control, unless the Contractor demonstrates to the satisfaction of CMHC, that such event will not adversely affect its ability to perform the Services under this Agreement; or
- iii. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

(c) Termination for Cause without Notice

CMHC may immediately terminate this Agreement without penalty or charge without notice to the Contractor, for any of the following reasons:

- i. CMHC has reason to believe that the Contractor 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 Agreement.
- 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 Contractor arising out of the 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 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 Contractor. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor. 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 Contractor's Obligations upon Termination

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

Section 4.06 Termination Assistance

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, the Contractor shall provide CMHC with reasonable termination assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to CMHC or its designee. Assistance to transition from the Services beyond the reasonable scope shall be charged in accordance with the fee stated at Schedule B of this Agreement. Any amount payable under this section will not cause CMHC to exceed the Total Financial Liability amount set out in Section 5.01 unless otherwise agreed by CMHC in writing.

Article V. Price and Payment

Section 5.01 Pricing

In consideration of the performance of the Services, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as SCHEDULE B of this Agreement. CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed [Amount in words (numerals)] dollars CAD] inclusive of taxes, assessment, duties, levies and expenses for

Services provided during the Initial Term of the Agreement (the “Total Financial Liability”). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.

Section 5.02 Invoicing

- (a) The Contractor shall submit detailed invoices to CMHC for every phase and/or milestone completed during the Term, describing the Services provided during the period covered by the invoice and in accordance with the Purchase Order (PO).
- (b) Notwithstanding article Section 5.01 above, GST/HST or Provincial sales taxes, as applicable, shall be collected by the Contractor on all consideration payable under this agreement including fees, disbursements and any other charges and shown as a separate item on each invoice, showing the Contractor’s GST/HST/QST or other provincial tax numbers, as applicable. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.
- (c) CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. All invoices must make reference to the PO number and this Agreement and shall be sent electronically to ap@granvilleisland.com.
- (d) The Contractor cannot invoice prior to performance of the Service or as outlined in SCHEDULE B of this Agreement.

Section 5.03 Verification of performance

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

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

Section 5.04 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer (“EFT”). The Contractor shall provide CMHC with all information set out in Section 5.07 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 Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

Section 5.05 Timing of Payment

The Contractor 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 5.06 Disbursements and Travel Costs

The Contractor is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement.

Section 5.07 Direct Deposit and Income Tax Reporting Requirement

Under the *Income Tax Act*, CMHC must report payments made to Contractors to the Government of Canada by issuing T1204 supplementary slip. The Contractor 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 Contractor'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 Contractor is an individual and does not have a Business Number issued by the CRA, the Contractor must provide their Social Insurance Number.

The Contractor shall complete a Vendor Information Form under SCHEDULE B prior to commencement of the Term. Throughout the Term, the Contractor shall ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date. In addition, the Contractor is requested to provide contact information to allow for payment by EFT including a void cheque.

Section 5.08 Withholding Taxes

- (a) Any payments made to the Contractor 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 Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency. The Contractor must identify the value of Services provided in Canada within its invoice. Otherwise, CMHC will withhold taxes on the full consideration amount.
- (b) 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 Contractor and Contractor Personnel. The Contractor 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 Contractor to make any such withholdings, remittances or registration, or to file any information required by any law.

Section 5.09 Payment Dispute

In the event of a payment dispute, CMHC shall deliver a written statement to the Contractor 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 Contractor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

Article VI. Conflict of Interest

Section 6.01 Avoid and Eliminate Conflict of Interest

The Contractor and Contractor 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 Contractor 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 the 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 S.C. 2006, c. 9, s. 2*.

Article VII. Confidentiality

Section 7.01 Confidentiality and Non-Disclosure of CMHC Information

- (a) The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC.
- (b) The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is at least as strict as that contained in this Agreement provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. Where the Services are sensitive in nature, at the request of CMHC, the Contractor shall provide an Oath of Secrecy for each of its Contractor Personnel.
- (c) In the event that the Contractor experiences a breach of confidentiality with respect to the CMHC Information, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.
- (d) The Contractor 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 Contractor shall, at all times, ensure to transmit information between the Contractor and CMHC through secure means of transmission.
- (f) In addition, when CMHC Information is stored, the Contractor 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.
- (g) The Contractor shall conduct regular security assessments to ensure safeguards are working effectively.
- (h) The Contractor shall execute any further actions to enhance the security controls as may be reasonably required by CMHC.
- (i) The Contractor 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 Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Contractor 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 Contractor shall be permitted to maintain copies of such documentation as it reasonably requires in accordance with records retention or other regulatory requirements, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.
- (k) Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any Contractor 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 Contractor, or subcontractors without the prior written consent of CMHC.
- (l) The Contractor 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 Contractor discovers that it may potentially be required to disclose CMHC Information for the reasons

described in the immediately foregoing sentence, the Contract 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) Contractor Personnel may be required to undergo 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 Agreement on the basis of the results of the criminal records check/security clearance. Each of the Contractor's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.
- (n) This Agreement does not provide automatic security clearance and or access to CMHC's property to the Contractor or Contractor 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 Agreement. CMHC reserves the right to refuse or revoke security clearance and / or access to property at any time.

Section 7.02 Data Residency

(a) CMHC Information to remain in Canada

The Contractor 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 Contractor 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

- (a) The Parties acknowledge that this agreement does not entail the disclosure or access to Personal Information. 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 Contractor (rather than to CMHC) for access to any CMHC Information, the Contractor 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 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 Contractor’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 Contractor of a request under any *Access to Information Act* Request that involves confidential commercially sensitive information of the Contractor.

Article VIII. Information Assets and Intellectual Property

Section 8.01 Ownership

All Works produced under this Agreement shall be the exclusive property of the Contractor.

Section 8.02 License

Without restricting the scope of any license or other right that CMHC may otherwise hold, the Contractor hereby grants to CMHC an exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use all or part of the Works, in whole or in part, produced under the Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Agreement.

Section 8.03 Pre-Existing IP Rights

Each Party shall remain, the sole and exclusive owners of all right, title and interest in its Pre-existing IP.

Section 8.04 No other acquisition of rights

The Contractor will acquire no rights to any CMHC Property other than the rights expressly granted in herein or any license rights expressly granted in any Services Order.

Section 8.05 CMHC Property

As between CMHC and the Contractor, CMHC is and will be the exclusive owner of all of the following and all Intellectual Property Rights therein (collectively, the “**CMHC Property**”):

- (i) all CMHC Information;
- (ii) all tangible and intangible copies of information provided by CMHC pursuant to this Agreement or otherwise in connection with the Services, including all such records, and any tangible or intangible copies thereof made by the Contractor in the performance of the Services;
- (iii) all hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property (including business rules and business processes) that is or has been procured, created or developed by CMHC (whether alone or jointly with one or more persons, including other Contractors, but excluding the Contractor or its subcontractors, and whether such activities occurred prior to or after the Effective Date, and independent of or in connection with the Deliverables or the Services) or created or developed for, or licensed to, CMHC by another Person;
- (iv) all reports or summaries relating to the Service; and
- (v) any and all modifications to any of the foregoing.

Section 8.06 Derivative Works

CMHC shall have the right to develop Derivative Works and shall own and retain all rights, including all Intellectual Property rights, over such Derivative Works. CMHC hereby grants to the Contractor an exclusive, perpetual, irrevocable, fully-paid and royalty-free license to the freely use, and dispose of the Derivative Works.

Section 8.07 Third-Party Intellectual Property

In the event the Contractor has or intends to incorporate Intellectual Property belonging to a third party, or derivatives thereof, into the Works, the Contractor 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 Agreement.

Section 8.08 Corporate Identification and Branding

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

Article IX. Audit

The Contractor shall keep complete and accurate records and statements relating to this 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 Contractor 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 Contractor 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 Contractor 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 Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations.

Article X. Contingency Planning

Section 10.01 Business Continuity Planning

N/A

Article XI. Indemnification

Section 11.01 Indemnification

The Contractor 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 Contractor or Contractor Personnel. The Contractor, 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 Contractor shall not enter into a settlement without the applicable Indemnified Party’s consent. This clause shall survive the termination of the Agreement.

Section 11.02 Indemnification Procedure

If any Party entitled to indemnification receives notice of the assertion or commencement of any Third-Party Claim that Party shall give the other 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 Contractor 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 XII. Limitation of Liability

Section 12.01 No Limitation of Liability

Nothing in this Agreement shall exclude or limit the Contractor's liability under this 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 Contractor, Contractor 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 Contractor or its affiliates. This provision applies to the fullest extent permitted by law.

Article XIII. Insurance Obligations

Section 13.01 Insurance Requirements

The Contractor shall procure, supply and maintain, at its own expense, the designated insurance, or cause to be procured and maintained such insurance in force for the duration of this Agreement. On the Effective Date, all insurance coverage(s) of Contractor 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 Canada Mortgage and Housing Corporation)

Section 13.02 Commercial General Liability Insurance

The Contractor shall provide, maintain and pay for Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 inclusive for personal injury, bodily injury (including death) and property damage 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 Contractor, liability for products and completed operations, broad form coverage, contractors liability, non- owned automobile,

employer's liability, contractual liability and liability specifically assumed under this 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 Fidelity Bond

Fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with limits of not less than \$50,000, extending coverage to all owned and non-owned property for which the Contractor is legally liable including a Third Party endorsement in favour of Canada Mortgage and Housing Corporation. The policy shall add Canada Mortgage and Housing Corporation as loss payee.

Section 13.04 Automobile

The Contractor shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the 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 Installation Floater (If applicable)

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 Transportation Floater (If applicable)

The Contractor will provide and maintain transportation insurance with an insurer licensed to do business in Canada for damage to CMHC's property while in transit, including loading and unloading for an amount of not less than the replacement cost of CMHC's property.

Section 13.07 Broad Form Contractors Equipment Insurance

The Contractor will provide and maintain 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 13.08 Builders Risk

The Contractor will provide and maintain a Builder's Risk with an insurer licensed to do business in Canada in an amount not less than the value of the property/building.

Section 13.09 Contractors Pollution Insurance

The Contractor will provide and maintain Contractors Environmental Liability with an insurer licensed to do business in Canada insurance for a limit of not less than \$2,000,000 per event. Canada Mortgage and Housing Corporation is to be added as an additional insured.

Section 13.10 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 13.11 Professional Errors and Omissions

Professional Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 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 Contractor, its agents or employees in the performance of services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this Agreement.

Section 13.12 Other Conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work. All insurance policies required to be maintained by Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor'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, Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any sub-contractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such sub-contractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such sub-contractor or independent contractor. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract.

Article XIV. General Terms

Section 14.01 Dispute Resolution

If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this 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.

Section 14.02 Notice

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

- i. 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.](#)

- ii. To the **Contractor** 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.](#)

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email in each case, with confirmation of transmission if sent on a day in which CMHC is open for business ("Business Day") between 9 a.m. and 5 p.m. EST, and on the next Business Day if sent after the addressee's normal business hours; and (d) on the fifth 5th day after the date mailed by certified or registered mail by the Canada Post Corporation.

Section 14.03 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 of this Agreement and give effect to the transactions contemplated herein.

Section 14.04 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 Agreement including, but not limited to, the following provisions: Article III Representations and Warranties, Article VII Confidentiality, Article VIII Information Assets and Intellectual Property, Article XI Indemnification, Article XII Limitation of Liability, Article XIII Insurance Obligations, Article XIV General Terms, or any provision which by its nature is intended to survive the termination of this agreement.

Section 14.05 Severability

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

Section 14.06 Equitable Remedies

The Parties agree that irreparable damage would occur if any provision of this 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 14.07 Remedies for non-compliance

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

Section 14.08 Cumulative remedies

The rights and remedies under this 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 14.09 Waiver

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

Section 14.10 Assignment

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

Section 14.11 Successors and assigns

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

Section 14.12 Changes to the Agreement

(e) Amendments

This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party.

(f) Change Orders

Change Orders. CMHC may at any time, by written instructions and/or drawings issued to the Contractor (each a "Change Order"), order changes to the Services. The Contractor shall within five (5) [business] days of receipt of a Change Order submit to CMHC a firm cost proposal for the Change Order. If CMHC accepts such cost proposal, the Contractor shall proceed with the changed Services subject to the cost proposal and the Terms and conditions of this Agreement. The Contractor acknowledges that a Change Order may or may not entitle the Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Agreement.

Section 14.13 Independence of the Parties

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

Section 14.14 Contractor's Authority

The Contractor agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

Section 14.15 No Public Announcements.

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

Section 14.16 Subcontractors

- (a) The Contractor 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 Contractor, other than the Contractor's employees, to provide any Services to CMHC.
- (b) The Contractor shall remain fully responsible for the performance of each Contractor Personnel including any Permitted Subcontractor and for their compliance with all of the terms and conditions of this Agreement as if they were the Contractor's own employees.
- (c) Nothing contained in this Agreement shall create any contractual relationship between CMHC and any Contractor Personnel.
- (d) The Contractor shall require Contractor Personnel to be bound in writing by the Security and Confidentiality provisions of this 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;
- (e) The Contractor shall ensure that all Contractor Personnel or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required by Applicable Law and are suitably skilled, experienced, and qualified to perform the Services.

Section 14.17 Time is of the Essence

The Contractor acknowledges that time is of the essence with respect to the Contractor'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 Agreement is strictly required.

Section 14.18 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 Contractor in any way for exercising this right.

Section 14.19 No Third-Party Beneficiaries

This 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 Agreement.

Section 14.20 Choice of Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable. The Parties attorn to the jurisdiction of either the Federal Court or the courts of the Province of British Columbia as appropriate. The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the Services or the performance of this Agreement.

Section 14.21 Counterparts

This 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 Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending the facsimile, email or other means of electronic transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic email reply).

Section 14.22 Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of this 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 Contractor's economic hardship or changes in market conditions are not force majeure events. The Contractor 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 Agreement.

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

Section 14.23 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 Agreement.

Section 14.24 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 Contractor, 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 Contractor must also be capable of providing services in both official languages to CMHC employees in a timely and equivalent manner. All complaints received by the Service Provider pursuant to the *Official Languages Act 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 Service Provider in both official languages.

Section 14.25 Order of Precedence

The documents comprising the Agreement are complementary and what is called for in anyone shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have following order of precedence the order of precedence is: (a) this Agreement as amended from time to time; (b) Any schedules, work orders, to this Agreement that are duly executed by both parties, as amended from time to time, to the extend of the inconsistency between the terms.

Section 14.26 Entire Agreement

This Agreement, including any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, written or oral. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Contractor's general terms and conditions or any other document issued by the Contractor in connection with this Agreement, not incorporated herein. In case of conflicts between the Contractor's documents and CMHC's documents, CMHC's shall govern.

IN WITNESS WHEREOF:

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

NAME OF CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Date: _____

Date: _____

I have the authority to bind the Contractor.

SCHEDULE A

THE 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

Contractor's rates and payment scheduled with the payments tied to Deliverables. If there is a deposit, please amend Article 3.1 as needed