

REQUEST FOR PROPOSALS

PROCUREMENT NUMBER: 20-054

The Agency for Co-operative Housing is requesting proposals from organizations with a research capacity, including a capacity to research a target market, to carry out a feasibility study that will examine the potential for offering a benchmarking and best-practices service to community housing providers.

CLOSING DATE: Proposals must be received **no later** than 5:00 p.m. EDT on **23 October 2020**.

Bidders are asked to submit an Expression of Interest (EOI) by **7 October 2020**. An EOI should be brief. It will include an opening paragraph describing the bidder and why the bidder should be considered for this project. Bidders should describe why they qualify for this work.

The Agency reserves the right to conduct a bidder pre-qualification process following the receipt of expressions of interest.

1. Introduction

Background on the Agency

The Agency for Co-operative Housing is a non-governmental, not-for-profit organization created to provide program-management services to Canada Mortgage and Housing Corporation (CMHC) and other government clients. Under a service agreement with CMHC, the Agency administers federal co-operative housing programs in Prince Edward Island, Ontario, Alberta and British Columbia and rent supplement programs in PEI and Ontario.

In addition to its direct client-focused work, the Agency collaborates closely with federations, national and regional, that represent housing co-operatives, and with the management organizations that serve them.

The Agency has developed a fee-for-service program called [Annual Health Check](#) to enable clients with expired CMHC agreements to obtain plain-language reports on their operating performance.

The Agency is a founder-member of the Community Housing Transformation Centre, a recently established organization funded by CMHC to lead innovative change in Canadian community housing. As part of its National Housing Strategy (NHS) CMHC wishes to see transformation within the community housing sector and has funded the Transformation Centre for this purpose.

The Agency's Information System

The Agency's co-operative housing clients file financial and other data via an on-line portal using a standardized annual information return (AIR). The Agency's web-based custom information system collects this client data, which it tests, analyses and combines in various ways. Clients receive back the results of the information system's analyses in plain-language reports that help them understand the many aspects of their operations and their financial success or risk of running into difficulty.

The information system also permits comparative analysis: the performance of a co-op or group of co-ops can be compared to the performance of other cohort groups. In this way the Agency is able to provide clients with information on their operating performance relative to that of other Agency co-op clients.

Existing Benchmarking and Best Practices Service

Building on the objective of comparative performance, the Agency offers a limited benchmarking and best practices service which is provided through a separate web portal that links to its information system. This service is branded as [HomeRun](#). HomeRun was developed as a pilot project, separate from the Agency's contract and funding from CMHC.

A co-op that is an Agency client can use the HomeRun website to compare its performance against different peer groups, learn and benefit from other co-ops' experiences and good practices, share successes and how they were achieved, and use benchmarking data in reports to boards of directors, staff and co-op residents generally. The Agency has taken the step of developing videos as an accessible way to share best practices.

Through HomeRun, client co-operatives can measure their performance and compare it to those of their peers under four broad categories:

- Managing the property
- Managing expenses
- Financial ratios
- Managing revenues.

HomeRun uses financial and other data drawn from the AIR of its client co-operatives as well as other data captured in the system. The web portal uses a dashboard model to provide users (typically co-op boards, staff and membership groups) with a snapshot of scores on all available performance measures. Users can refine their own peer groups with which to compare results.

It was hoped that the Agency could obtain a separate funding stream to assign dedicated staffing to the initiative; the fact that this has not been possible may be a significant factor contributing to HomeRun's limited take-up to date.

2. Purpose of this Request for Proposals

The purpose of this RFP is to investigate whether there is greater potential within the community housing sector – co-op housing providers and non-profit housing providers (collectively providers) – for take-up of a best practices and benchmarking service.

The Agency is seeking proposals to undertake a feasibility study to examine the potential of a benchmarking and best-practices service that will engage providers and encourage their progress towards the Agency’s goal of seeing client co-operatives share good practices and their operating results, and the sector transition objectives of the Transformation Centre.

The purpose of the feasibility study would be to determine whether or not a broader, higher-profile launch of a benchmarking and best-practices service would

- assist in meeting the transformation objectives of the Agency, the Transformation Centre and the community housing sector
- be received favourably by providers and their representative organizations
- attract active, broad-based participation.

Further information on the Agency is available at www.agency.coop.

Start Date and Duration of Service

The Agency will enter into a **five-month** agreement with the successful Bidder.

3. Project Background

The non-government community housing sector in Canada is disaggregated, due to the way it has evolved, under co-operative and non-profit federal government housing development programs that were active from the 1970s to the early 1990s¹. Under federal programs, CMHC (and the Agency for Co-operative Housing on its behalf in four provinces) had oversight of the operation of providers under the terms of long-term operating agreements. Where those agreements have expired and CMHC has continued to provide rental assistance, oversight continues on a more limited basis.

Unlike the public and municipal housing sectors, most NGO housing providers operate on a small scale, with limited or no information being shared among them. Significant benefits are available to providers, the organizations that serve them, and to government housing agencies if there exists an opportunity to learn from the comparative results and successful practices of a provider’s peers, thus minimizing

¹ Unilateral provincial programs continued longer, most notably in Quebec, where community housing development programs continue today

the impact of small scale and isolation. A broad take-up of a best practices and benchmarking service would offer a means to realise that opportunity.

It can be noted that the list of categories identified earlier for HomeRun does not represent a limit to what can be benchmarked in community housing. Benchmarking and best practices in multiple categories are efficiency drivers that can be applied to accelerate progress towards many ends. Categories can be broadened or adapted to align with the mandate of the Transformation Centre and the goals of the federal government's National Housing Strategy and parallel housing strategies from other levels of government.

It can be further noted by way of background that benchmarking and best practices are by no means confined to the housing sector; many industries use these methods to improve performance across the industry or a peer group within it.

4. Services to be Provided

Lines of investigation

The feasibility study will look into:

- what can be learned from previous benchmarking and best-practices initiatives (in Canada and elsewhere)
- what specifically, in the HomeRun experience, has worked well and what has not
- what incentives could be devised to encourage providers to use the service
- what information-transfer tools would help to achieve that purpose and evoke large-scale provider engagement
- what human and other resources would be needed to support the service and assist providers in making good use of it

The process

The successful bidder will complete the following activities:

- Consult with the Agency to
 - become familiar with the Agency's systems, including the information system and the HomeRun service, and gain and understanding of the community housing sector and the actors within it
 - identify the potential participant market for a benchmarking and best practices service and the lead organizations within that market

- Conduct a literature review of the implementation and results of benchmarking and best practices in both the community housing field and other industrial and service sectors whose experience can be of use.
- Carry out a series of interviews by videoconference, or face-to-face where practical, with organizations and individuals with experience in the field.
- Meet virtually with a sample of Canadian stakeholders—both providers and the organizations that represent and support them to measure their interest in and willingness to support and engage in a benchmarking and best practice service. These stakeholders will include providers, federations and associations with which providers affiliate, and groups that provide management services to providers.
- Deliver a set of recommendations as to whether a benchmarking and best-practices service is feasible on a large scale in the Canadian community-housing sector and any specific desirable elements of the service, including any roles for stakeholders.
- Estimate the start-up and continuing costs of expanded service delivery, taking into consideration the platform already established for HomeRun.

If a service is considered feasible following completion of the foregoing tasks, the Successful Bidder will recommend

- the most efficient method of delivery
- the potential scope of service delivery.

Special Requirements

Insurance

The Successful Bidder will be required to carry the following insurance:

- General Liability Insurance in an amount not less than \$2,000,000 for each occurrence.

Equipment

The Successful Bidder will be required to supply the following for use in performing the services:

- up-to-date computer systems equipped with Microsoft Office and suitable communication software programs including a video-conferencing capacity
- high-speed Internet access.

1. **Agreement for Services**

The Successful Bidder will be required to sign the [Agency's standard Long-form Agreement for Services](#) with any variations the parties may agree upon. A copy of the standard agreement is attached to this RFP.

Bidders should take particular note of the following paragraphs of Schedules B and C of the Agreement:

Schedule B

- Paragraph 13 dealing with security screening.

Schedule C

- Paragraphs 7 to 11 dealing with compliance with Agency policies regarding ethical conduct, client service, bilingual services, confidentiality and access to information, and privacy; specific requirements respecting ethical conduct; conflicts of interest and loyalty; and specific requirements respecting the protection of information.
- Paragraphs 13 to 15 requiring adequate staffing approved by the Agency.
- Paragraphs 17 and 18 requiring appropriate fax, voicemail, computer equipment and software, and Internet access.
- Paragraphs 27 to 31 respecting fidelity bonding, liability insurance, errors and omissions insurance and workers' safety insurance.

2. **Proposal Submission Requirements**

All Proposals must be presented in the following format, with no sections excluded. **Incomplete proposals will not be considered.**

Section 1: Introduction and General Information

This section of the Proposal should contain

- a summary of the Bidder's business operations, including how long it has been in business and how long it has provided similar services
- a summary of the Bidder's understanding of the objectives and requirements of this RFP
- an explanation of why the Bidder believes it is qualified to perform and complete the services requested under this RFP

- confirmation that the Bidder has or can obtain the insurance coverage required under this RFP.

Section 2: Statement of Service

Bidders must provide a Statement of Service identifying and describing the services the Bidder proposes to provide. The statement must indicate clearly and precisely how the Agency's requirements, described in Part 4 of this RFP, will be met.

Section 3: Qualifications

This section should describe the Bidder's skills and experience in meeting requirements of similar scope to those specified in Part 4 of this RFP. It should name the person or persons who will perform the services and set out their qualifications. If the Bidder proposes to use any sub-contractors, those sub-contractors and their role should be disclosed.

As appropriate, Bidders should provide samples of previous work.

Bidders must submit three (3) references from customers that have used the Bidder's services in order to demonstrate their ability to deliver the services required.

Section 4: Sustainability

The Agency for Co-operative Housing seeks to respect and promote the principles of social, economic and environmental sustainability in all of its business activities. In its simplest terms, "sustainability" means "meeting the needs of the present generation without compromising the ability of future generations to meet their needs." (Brundtland Commission 1987) Bidders are asked to describe briefly how their business policies and practices are consistent with the principles of sustainability.

Section 5: Quote

The Bidder's quote should indicate the proposed fee for the service provided and any reimbursable expenses, appropriately itemized. The proposal should indicate clearly on what basis the service is priced, i.e., hourly rate, daily rate or lump-sum for all services, and whether the price quoted is an estimate or a fixed price. Any optional services or Bidder-recommended services not listed in the requirements set out in Part 4 of this RFP should be listed and quoted separately from the main service. The quoted rates or lump sum must be guaranteed for at least two (2) months from the closing date of this RFP.

Section 6: Contract Form

Set out any requested changes to the standard Agency agreement form attached to this RFP. If no changes are proposed, indicate this.

N.B.: No changes to the agreement form proposed after the closing date of this RFP will be considered.

Section 7: Insurance Certificates

Enclose proof that all insurance coverage noted in this RFP as required is already held or will be available to the Bidder. If no insurance is required, indicate this.

Section 8: Security Clearances

Security clearance is not a requirement under this RFP.

3. Evaluation of Proposals

The Agency will review, evaluate and rank all Proposals received by the date and time indicated above and meeting the submission requirements established in Parts 6 and 9 of this RFP. Proposals will be evaluated against the following criteria:

Adherence to RFP requirements (Pass/Fail Scoring)

- Was the proposal submitted by deadline?
- Does the proposal include all required information?
- Does the proposal meet all of the submission requirements set out in Part 5 of the RFP

1. Quality of Proposal

- Is the proposal well-organized, complete and well written?
- Does the vendor demonstrate they are capable of meeting requirements set out in Part 4 of the RFP?
- Does the proposed solution meet the scope of work?
- Does the vendor demonstrate substantive experience and proven capability?
- Do the vendor's business practices reflect the principles of sustainability identified in the RFP?

2. Company Information

- Is the company financially viable?
- Does the company have experience with organizations similar to the Agency?
- Does the company have qualified personnel?
- Does the vendor carry the required insurance?
- Can the vendor offer suitable references?

3. Terms & Conditions and Pricing

- Does the vendor present a cost-effective package of service?
- Does the vendor present a reasonable candidate guarantee period?
- Are all terms in vendor's proposed agreement reasonably consistent with the services requested?

4. Other

- Is the vendor familiar with the special character of non-profit organizations, especially in the housing and co-operative sectors?
- Is the vendor familiar with the special character of non-profit organizations, especially in the housing and co-operative sectors?

4. Further Information

All questions concerning this Request for Proposals should be directed to the following person:

Olga Tasci, Director, Operations
The Agency for Co-operative Housing
Tel: (613) 234-4557 ext. 603
Email address: otasci@agency.coop

5. Method of Submission

Proposals made in response to this RFP will be accepted up to the closing date and time indicated above. Proposals must be submitted in electronic form (PDF) by e-mail to **Jennifer Van Oosterom, jvoosterom@agency.coop**. The Procurement Number must appear on the subject line of the e-mail message. The Bidder's name, the Procurement Number and the page number should be included on each page of the Proposal. Following the closing date, the Agency may ask Bidders to provide additional data or material to support their Proposals.

Proposals must be submitted in the form of a single PDF. Bids comprising multiple documents will not be considered. Proposals submitted by other than electronic means will not be considered.

6. General Conditions

Geographic Neutrality: The Agency will consider Proposals from Bidders resident anywhere in Canada who can provide the required services effectively on competitive terms.

Contract Award: The Agency anticipates making a single award under this solicitation. It may award a contract based on initial proposals without discussion or following limited discussion or negotiations with one or more Bidders.

Limitation: This solicitation does not commit the Agency to awarding a contract, paying any costs incurred in preparing a Proposal, or procuring or contracting for services or supplies. The Agency reserves the right to accept or reject any or all Proposals received, to negotiate with all qualified Bidders, or to cancel in part or in its entirety the solicitation when it is in the Agency's best interest to do so.

Bidder Debriefing: The Agency will provide unsuccessful Bidders with an opportunity for a debriefing on the Proposal evaluation process and the Agency's choice of vendor. Depending on the volume of Proposals, debriefings may be offered individually or through a conference call to which all unsuccessful Bidders will be invited.

7. **Appendices**

Appendix A: Standard Agency Long-Form Agreement

AGREEMENT FOR SERVICES

PROCUREMENT NUMBER: ••

THIS AGREEMENT IS MADE AS OF •• (DD MONTH YYYY) BETWEEN

THE AGENCY FOR CO-OPERATIVE HOUSING
190 O'Connor Street, 6th Floor
Ottawa, Ontario K2P 2R3

Phone: (613) 234-4557
Facsimile: (613) 234-7902
E-mail: anobrega@agency.coop

(the "Agency")

—AND—

Insert name of Contractor: ••
Insert Contractor's address: ••

Phone: ••
Facsimile: ••
E-mail: ••

(the "Contractor")

1. **Services:** The Contractor agrees to perform the services set out in Schedule B (the "Services").
2. **Reporting:** The Contractor will report to the Agency officer ("Reporting Officer") identified in Schedule B. Only the Reporting Officer, or a person designated by the Reporting Officer, is authorized to give directions to the Contractor.

Contractor Initials:

Agency Initials:

3. **Term:** The term of this Agreement is as stated in Schedule B.
4. **Payment:** The Agency agrees to pay for the Services as provided in Schedule B.
5. **General terms:** The parties will observe the terms and provisions set out in Schedule B.
6. **Proposal:** Any of the following that are applicable are attached as Schedule D and form part of this Agreement: the Agency's Request for Proposals for these Services, the Proposal by the Contractor and relevant correspondence.

Contractor Initials:

Agency Initials:

7. **Schedules:** This document is called the Contract. The Contract and the Schedules to the Contract form the Agreement between the Agency and the Contractor. In the event of any conflict, the Contract will govern over all Schedules, Schedule B will govern over Schedules C and D, and Schedule C will govern over Schedule D.

SIGNED:

Select **one** of the following signature blocks for the Agency and delete the others. Delete all text in italics.

Select this signature if the contract will be printed and signed by hand.

THE AGENCY FOR CO-OPERATIVE HOUSING

Date: _____	}	By _____
	}	<i>Insert Name: ••</i>
	}	<i>Insert Title: ••</i>
	}	I have authority to bind the Agency.

Select this signature if an electronic signature will be used.

THE AGENCY FOR CO-OPERATIVE HOUSING

Date: _____	}	By _____
	}	X
	}	
	}	
	}	I have authority to bind the Agency.

Select **one** of the following signature blocks for the contractor and delete the others. Delete all text in italics.

Signature if contractor is an individual:

CONTRACTOR NAME HERE

}

}

Contractor Initials: _____ Agency Initials: _____

Date: _____ } By: _____
 } *Insert Name: ••*
 Witness: _____ } *Insert Title: ••*
 }

Signature if contractor is a corporation:

COMPANY NAME HERE

_____ }
 }
 Date: _____ } By: _____
 } *Insert Name: ••*
 } *Insert Title: ••*
 } I/We have authority to bind the Contractor.
 } And: _____
 } *Insert Name: ••*
 } *Insert Title: ••*
 } I/We have authority to bind the Contractor.

Signature if contractor is an unincorporated partnership or firm:

COMPANY NAME HERE

_____ }
 }
 Date: _____ } By: _____
 } *Insert Name: ••*
 } *Insert Title: ••*
 }
 } And: _____
 } *Insert Name: ••*
 } *Insert Title: ••*
 } I/We have authority to bind the Contractor.

Contractor Initials:

Agency Initials:



**Schedule A:
Contract Billing Register**

Procurement Number: Billings to:

Vendor Contact Information

Company Name: Phone:
 Contact Name: E-mail:

Contract Information

Agency Contact: Contract limit:
 Contract Duration: from: to:

Contract Amendments

Amendment Date	New Agreement Expiry Date	Increase (Decrease) in Contract Limit	Comments
1			
2			
3			

Revised Contract Limit \$

Invoice List

Invoice Number	Invoice Date	Total Invoice Amount without tax	Comments
1			
2			
3			
4			
5			
6			
7			
8			

Total Invoiced to Date \$ -

Difference between Contract Limit and Invoiced to Date \$ -

Contractor Initials:

Agency Initials:

SCHEDULE B
SPECIFIC TERMS

1. **Description of the Services:** ••
2. **Level of service:** •• *Include any relevant information, e.g., particular days and times when service is to be provided, maximum turnaround times, etc. If there is nothing to include here, do not delete the paragraph but instead write Not applicable.*
3. **Term:** The term of this Agreement will begin on ••(DD Month YYYY) and end on ••(DD Month YYYY). •• *Insert the following, if appropriate:* Paragraph 37 of Schedule C respecting early termination for other than default will not apply to this Agreement.
4. **Reporting:** The Reporting Officer is the Agency's •• *(insert full title, e.g., Director, Operations, not name).*
5. **Agency directions:** Directions to the Contractor to proceed with work must be given in writing. Specific directions, changes and explanations may be communicated orally.
6. **Fees:** •• *Choose and complete one of the following, deleting the others:* The Agency agrees to pay fees for the services actually rendered pursuant to this Agreement at the rate of \$xx.xx per hour, plus applicable HST. The maximum fee for all services rendered under this Agreement, exclusive of HST, is \$xx.xx. **Or** The Agency agrees to pay fees for the services actually rendered pursuant to this Agreement at the rate of \$xx.xx per x-hour day, plus applicable HST. The maximum fee for all services rendered under this Agreement, exclusive of HST, is \$xx.xx. **Or** The Agency agrees to pay a total fee for the services rendered pursuant to this Agreement of \$xxxx.xx, plus applicable HST.
7. **General expenses:** The Agency will pay the Contractor's expenses and disbursements only as stated in the next paragraph and in Schedule C or as approved in advance in writing. All other expenses and any administrative or home-office expenses are included in the fee. The Contractor will issue invoices for permissible expenses at the same time as it issues invoices for fees. The Agency is not required to honour late expense claims. Receipts must be provided for all expenses invoiced, except for public-transit expenses; kilometrage; and internal copying, printing and postage.
8. **Specific expenses:** None. ••

Contractor Initials:

Agency Initials:

SCHEDULE B – SPECIFIC TERMS

9. **Timing of payment:** •• *Choose and complete as necessary one of the following, deleting the others:* The Contractor will render its invoice in PDF format to accounting@agency.coop after the end of each calendar month for services performed during that month and any permissible expenses. The Contractor's invoice will include the procurement number shown at the top of this Agreement and will be accompanied by the Contract Billing Register provided in Schedule A, duly completed. Payment of fees and expenses is due within 30 days of receipt by the Agency of the Contractor's invoice. **Or** The fee will be payable in equal monthly instalments of \$xxx.xx, plus applicable HST, on the last day of each month during the term of this Agreement. The Contractor will render invoices in PDF format for permissible expenses to accounting@agency.coop after the end of each calendar month for expenses incurred during that month. The Contractor's invoice will include the procurement number shown at the top of this Agreement and will be accompanied by the Contract Billing Register provided in Schedule A, duly completed. Payment of fees and expenses is due within 30 days of receipt by the Agency of the Contractor's invoice. **Or** The Contractor will render its invoice in PDF format to accounting@agency.coop for the services performed and permissible expenses incurred under this Agreement upon delivery of the •• *(insert deliverable(s) from paragraph 1)* and correction of any problems with the deliverable. The Contractor's invoice will include the procurement number shown at the top of this Agreement and will be accompanied by the Contract Billing Register provided in Schedule A, duly completed. Payment of fees and expenses is due within 30 days of receipt by the Agency of the Contractor's invoice.
10. **Contractor's costs:** Except as stated in the next paragraph, the fee includes all personnel costs, administrative costs, overhead and indirect costs of the Contractor. The Agency will have no obligation to pay for any of these.
11. **Facilities to be provided by the Agency:** None. ••
12. **Contractor's personnel:** The Contractor will provide all personnel reasonably necessary to perform the Services. The Contractor will ensure that all members of its staff providing Services to the Agency are fully qualified to provide the Services and, as applicable, meet any qualifications stated in any applicable Request for Proposals.

Choose from and include the following paragraphs, if appropriate:

- All Services under this Agreement will be performed by [XYZ] personally. **Or:**
- The staff persons assigned to the positions below by the Contractor to perform the Services under this Agreement will be subject to the Agency's written approval:
 - ••

Contractor Initials:

Agency Initials:

SCHEDULE B – SPECIFIC TERMS

- ..
- ..

The Contractor must obtain this approval prior to the start of this Agreement. The Contractor will advise the Agency in advance of any proposed change in any of the staff performing the Services identified above and will obtain the Agency's prior written approval of the change.

13. Security screening:

- (a) At any time, on written notice to the Contractor, the Agency in its sole discretion may require a Government of Canada security clearance to the level determined by the Agency ("Security Clearance") of the Contractor and each individual employee or sub-contractor of the Contractor who will perform any obligation under this Agreement on the Contractor's behalf.
- (b) If the Agency requests a Security Clearance for any individual who will perform any obligation under this Agreement, the Contractor will deliver without delay to the Agency with respect to that individual
 - (i) evidence that the individual has a valid Security Clearance issued by the Government of Canada; or
 - (ii) a signed application for a Security Clearance in the form required by the Government of Canada and all required supporting information to obtain the Security Clearance.
- (c) If, for any reason, the Contractor or the Agency is unable to obtain a Security Clearance with respect to any individual who will perform any obligation under this Agreement (including, but not limited to the Contractor's failure to perform its obligations under paragraph 13(b), or the refusal of the Government of Canada to issue a Security Clearance for the individual for any reason), then the Agency may terminate this Agreement immediately on written notice to the Contractor, without penalty or damages other than payment for services performed prior to the termination.

End of Schedule B

Contractor Initials:

Agency Initials:

SCHEDULE C
TERMS AND PROVISIONS

PERFORMANCE REQUIREMENTS

1. **Standard of performance:** The Contractor will perform the Services in accordance with normally accepted professional standards of care, diligence and skill for similar services.
2. **Directions of Agency:** The Contractor will act according to specific directions from the Agency.
3. **Legal requirements:**
 - (a) DELIBERATELY OMITTED.
 - (b) The Contractor will comply with all legal requirements governing the Contractor and its provision of the Services.
4. **Signing and spending authority:** The Contractor will not have signing authority or any right to commit the Agency to any contract or expense or to anything else unless authorized in writing by the Reporting Officer or as stated in Schedule B.
5. **Agency property:** The Contractor will take reasonable precautions to protect the Agency's files and information and other Agency property in its possession or in the possession of its staff during the term of this Agreement.
6. **Annual evaluation:** If this Agreement has a term of longer than one year then, two months before the anniversary date of the Contract, the Agency and the Contractor may together conduct an evaluation of the Services provided. The purpose of the evaluation is to assist the Contractor in providing high-quality services and to resolve any problems in the performance of the Services identified by the Agency or the Contractor.

COMPLIANCE WITH AGENCY POLICIES

7. **Compliance with Agency policies:**
 - (a) The Contractor will perform the Services in a way that complies with the applicable parts of the following Agency policies:
 - (i) Ethical Conduct Policy
 - (ii) Client Service Policy
 - (iii) Bilingual Services Policy
 - (iv) Confidentiality and Access to Information Policy

Contractor Initials:

Agency Initials:

SCHEDULE C – TERMS AND PROVISIONS

- (v) Privacy Policy
 - (b) The Agency may notify the Contractor of other Agency policies relevant to the Services with which the Contractor must comply. The Agency's policies are available at <http://www.agency.coop> or upon request from the Agency.
 - (c) If the Contractor becomes aware of any way in which the Contractor or the Agency has not complied with any Agency policies, it will promptly notify the Reporting Officer in writing, making any suggestions for dealing with the situation.
8. **Ethical Conduct Policy:** The Contractor and all members of its staff will comply with the Agency's Ethical Conduct Policy. They must conduct themselves at all times so as not to cause embarrassment to the Agency or bring its good name or that of its government clients into disrepute.
9. DELIBERATELY OMITTED.
10. **Conflicts of interest or loyalty:**
- (a) The Contractor and all members of its staff must be free from real or perceived conflicts of interest or loyalty.
 - (b) Where the Services involve helping, analysing, inspecting, dealing with or otherwise being concerned with a housing co-operative, the Contractor, each member of the Contractor's staff, and the spouses of the Contractor and of each member of its staff must not be a member, director, officer or employee of
 - (i) that housing co-operative;
 - (ii) an organization with which that co-operative has a service contract, such as a property management contract; or
 - (iii) an organization representing or supporting that co-operative in a dispute with the Agency or one of the Agency's government clients.
 - (c) The Contractor may make a written request for a review of any situation where an actual or perceived conflict appears remote and insignificant. This includes any situation mentioned in the two preceding paragraphs. The Agency may authorize the situation if it does not deem the situation inappropriate or contrary to the Agency's policies.
11. **Information:**
- (a) The Contractor and all members of its staff will comply with the Agency's Confidentiality and Access to Information Policy and with the Agency's Privacy Policy (the Information Policies), including without limitation:

Contractor Initials:

Agency Initials:

SCHEDULE C – TERMS AND PROVISIONS

- (i) The Contractor and its staff will collect and use information only as allowed under the Information Policies.
 - (ii) The Contractor and its staff will safeguard information as required under the Information Policies.
 - (iii) Neither the Contractor nor any member of its staff will disclose, or permit the disclosure of information covered by the Information Policies, where prohibited under the Information Policies, except with the written consent of the organization or individual concerned.
- (b) In the performance of its duties the Contractor will perform the Agency’s responsibilities under the Information Policies on behalf of the Agency. Exceptions are:
- (i) The Contractor will obtain authorization from the Reporting Officer or the Agency’s Director, Human Resources and Administration before making any disclosure as contemplated under the Privacy Policy.
 - (ii) The Contractor will observe the provisions of the Privacy Policy regarding retention and destruction of personal information in its possession. On termination of this Agreement, however, it will deliver all personal information and other information in its possession or control to the Agency. Notwithstanding, the Contractor may keep one copy, for archiving purposes, of all non-personal information relevant to its conclusions and recommendations, under the same confidentiality conditions as set out above.
- (c) At the Agency’s request, the Contractor and each member of its staff providing the Services will sign a confidentiality and information agreement. The form and content of the agreement will be consistent with the Agency policies.

12. **Intellectual property:**

- (a) All intellectual property created through or in connection with the performance of the Services will be the property of the Agency and the Contractor hereby assigns all rights in all such intellectual property to the Agency and waives all moral rights in the intellectual property in favour of the Agency and its assigns. The Contractor and each member of its staff providing services to the Agency will sign any documents requested by the Agency to give effect to this paragraph.
- (b) “Intellectual property” includes patents, trademarks, copyrights, industrial designs and trade secrets, including in publications, videos, software and electronic information, training materials, research reports or general information about the Agency’s programs.

Contractor Initials:

Agency Initials:

SCHEDULE C – TERMS AND PROVISIONS

CONTRACTOR’S STAFFING AND EQUIPMENT

13. **Staffing:** References in this Agreement to the Contractor’s personnel or staff will refer to any party performing any part of the Services, regardless of that party’s relationship to the Contractor. If the Contractor is an individual, references in this Agreement to the Contractor’s personnel or staff will include that individual. If the Contractor is not an individual, references in this Agreement to the Contractor’s personnel or staff will include all principals of the Contractor, as well as any other personnel or staff members.
14. **Availability of staff:** If Schedule B provides specific times, or time ranges, for performance of the Services, the Contractor must ensure that its personnel are available at such times. When the Contractor’s personnel are not available due to vacations, illness, or other reasons, the Contractor will provide replacements satisfactory to the Agency at no additional cost. Any requirement under Schedule B for the Agency’s prior written approval of personnel changes will apply to substitutions of more than five working days.
15. **Staffing costs:** The cost of the Contractor’s personnel and all payments in respect of such personnel, including such things as salary or wages, benefits, payroll taxes, employment insurance, income tax, Canada or Quebec Pension Plan, Workers’ Safety Insurance and Compensation, vacations and leaves, will be borne exclusively by the Contractor and not charged back to the Agency. The Contractor will indemnify and save the Agency harmless from any such cost or expense and any fines or penalties arising from non-payment or late payment. The Contractor will, on the Agency’s written request, promptly provide the Agency with proof of payment of such items and proof that there will be no liability on the part of the Agency.
16. **Administrative costs:** Except as stated in Schedule B, all administrative costs of the Contractor, including such things as a home or other office, telephone and Internet access and all other facilities, equipment and supplies, will be borne exclusively by the Contractor and not charged back to the Agency.
17. **Contractor’s equipment:** The Contractor and all of its personnel providing services to the Agency must have access to appropriate equipment. This will in all cases include (without limitation):
 - (a) a facsimile machine on a separate telephone line or equivalent fax-to-email service;
 - (b) an answering machine or voicemail service;
 - (c) high-speed Internet access;

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- (d) computer equipment and software sufficient to perform the Services efficiently.
18. All electronic materials prepared for the Agency must be delivered in the appropriate Microsoft Office software or other software specified by the Agency.

PERMISSIBLE EXPENSE CHARGES

19. **Travel:** The Agency will reimburse the Contractor for reasonable and necessary transportation and travel expenses incurred in the performance by its personnel of the Services. This will not include transportation to and from the Contractor's office or ordinary worksite or to and from housing projects in the community in which the Contractor is located, unless reimbursement is provided in Schedule B or has been previously authorized in writing. Reimbursement will be limited to the following:
- (a) kilometrage for use of a vehicle of the Contractor or its personnel, at the rate established from time to time by the National Joint Council of Canada for the province in which the Services are provided;
 - (b) the cost of air, rail or bus travel, as appropriate;
 - (c) hotel accommodation, when necessary, provided the accommodation is selected and arranged by the Agency;
 - (d) the Agency's standard meal- and incidental-expense allowance for each member of the Contractor's staff when travelling outside of the staff member's locality;
 - (e) taxi or parking costs;
 - (f) car-rental costs.
20. The Contractor is expected to take advantage of reduced airfares whenever possible. The Agency will only pay for full economy-class airfare when lower-cost fares are unavailable. First-class train travel is acceptable where the cost is lower than the best airfare available. At the Agency's discretion, hotel accommodation is to be arranged by Agency staff or, if not, by the Contractor. Hotel accommodation will be of an appropriate standard for a service agency for non-profit organizations, as reasonably determined by the Agency.
21. **Other expenses:** The Agency will reimburse the Contractor for the actual cost of reasonable and necessary copying, printing, postage and courier, and long distance telephone charges (including for facsimiles).

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LIABILITY AND INSURANCE

22. **Contractor’s responsibility for Claims against the Agency:** The Contractor will be responsible for Claims against any or all of the Agency, Canada Mortgage and Housing Corporation (CMHC), and any personnel, members or directors of either, to the extent caused by the negligence, wrongful act or omission of the Contractor or any of its personnel.
23. **Agency’s responsibility for Claims against the Contractor:** The Agency will be responsible for Claims against any or all of the Contractor or any member of its staff arising during the course of the performance of the Services, but only to the extent that (i) such Claims are not caused by the negligence, wrongful act or omission of the Contractor or any member of its staff, (ii) such Claims are not covered by the Contractor’s insurance, and (iii) such Claims would not be covered if the Contractor maintained the insurance required under this Agreement.
24. **Claims:** A “Claim” under this Agreement includes a legal proceeding or any other kind of liability whether or not it could result in an award of money for damage or injury to persons or property or anything else. It includes a complaint that could lead to a fine or penalty. This indemnity will include the estate of any individual referred to in the two preceding paragraphs. Whichever party is responsible for the Claim will pay the reasonable legal and other costs of dealing with the Claim and will pay the Claim, if valid, or any reasonable compromise.
25. **Conduct of defence:** DELIBERATELY OMITTED.
26. **Responsibility for Contractor’s staff:** Any losses to the Agency or CMHC due to dishonesty of the Contractor or any member of its staff (whether or not covered by a fidelity bond or employee dishonesty insurance of the Contractor) will be the responsibility of the Contractor. The Contractor’s responsibility will not be reduced because of any contributory negligence, collusion or any other action or inaction by the Agency, CMHC or any member of their staff.
27. **Contractor’s fidelity bond:** If required under the Contract, Schedule B or D, or elsewhere in this Agreement, the Contractor will maintain a fidelity bond or equivalent employee dishonesty insurance coverage in an amount not less than One Hundred Thousand Dollars for each occurrence, covering the Contractor and all of its personnel dealing with the Agency’s money or valuable property. No Claims resulting from the dishonesty of any personnel of the Contractor will be made against the Agency’s insurance.
28. **Contractor’s liability insurance:** The Contractor will maintain general liability insurance in an amount of not less than Two Million Dollars for each occurrence.

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29. **Contractor’s errors and omissions insurance:** If the Contractor is a professional, the Contractor will maintain errors and omissions insurance in compliance with any legal requirement or any requirement of a professional governing body or association. Whether or not the Contractor is a professional, the Contractor will maintain errors and omissions insurance if required under the Contract, Schedule B or D, or elsewhere in this Agreement.
30. **Insurance provisions:** The fidelity bond, liability insurance and errors and omissions insurance, if possible, will show the Agency and CMHC as additional insureds and will contain a clause saying that the policy cannot be terminated by either the insurer or the Contractor unless at least two months’ written notice is given to the Agency. The liability insurance policy will include technical provisions known as “severability of interests” and “cross liability among insureds.”
31. **Workers’ Safety Insurance:** The Contractor will maintain any Worker's Safety Insurance or Workers' Compensation Insurance that is legally required by the appropriate government or government-designated body in the relevant province.
32. **Proof of insurance:** The Contractor will deliver to the Agency a certificate or other proof of the Contractor’s fidelity bond, liability insurance, errors and omissions insurance and workers’ compensation coverage, as applicable, at the time of signing this Agreement and at other times requested by the Agency. It will also, on request, deliver a workers’ compensation or equivalent clearance certificate to indicate that there can be no claim against the Agency if such a certificate is required or available in the relevant province.
33. **Contractor’s representation and warranty:** The Contractor represents and warrants to the Agency that the Contractor has no knowledge of anything relating to the Contractor or its personnel that would affect the Agency’s ability to obtain any insurance or bond of any kind or that would increase the premiums.
34. **Health and safety:** The Contractor has the right to refuse to do work at any housing co-operative where it has reason to believe there is a danger to anyone or a lack of compliance with applicable legal requirements relating to health and safety at the workplace or in performance of the work. The Contractor will immediately inform the Reporting Officer of such a circumstance. Any procedure required by law in the relevant province will be followed.
35. **Protective clothing:** When appropriate in the circumstances, the Contractor will without charge provide protective clothing and personal equipment to its personnel including, as applicable, such things as CSA-approved footwear, safety glasses, masks and gloves.

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WHEN AGREEMENT ENDS

36. **No automatic renewal:** If this Agreement is not renewed or extended by written agreement and the Contractor continues to provide services, this Agreement will be deemed to continue on a month-to-month basis on the same terms and provisions.
37. **Termination:** Unless Schedule B states that this paragraph does not apply, either party may terminate this Agreement at any time on two months' prior written notice to the other.
38. **Default:** If either party is in default under this Agreement, the other party may terminate this Agreement on seven days' written notice. The notice will describe the default in reasonable detail. The termination will not take place if the default is curable and is cured within the seven days. During the seven days the parties may use the dispute-resolution processes set out in this Agreement, but that will not extend the seven-day period unless the parties agree otherwise in writing.
39. **Services and payment during notice period:**
- (a) If this Agreement provides for Services on a regular basis, the Contractor will continue to provide the Services until the termination date and the Agency will pay the Contractor's normal fees and expenses for all Services performed until the termination date.
 - (b) If this Agreement provides for Services as requested or assigned by the Agency, the Agency has no obligation to request or assign Services during the notice period. It will pay the Contractor's normal fees and expenses for all Services that it has requested or assigned and that are performed until the termination date.
 - (c) If this Agreement provides for deliverables, the Contractor will continue to work on the deliverables until the termination date and the Agency will pay the Contractor's normal fees and expenses for the deliverables that are provided to it on or before the termination date. If the Agency has terminated for default, this payment may be reduced by a reasonable amount if the deliverables are not in a state where the value to the Agency is commensurate with the cost.
 - (d) If the Agency terminates this Agreement for default and it is later determined that the Contractor was not in default, then the maximum liability of the Agency for damages or losses due to the termination will equal the payments that the Agency would have been required to make during the notice period under this paragraph if the Agency had terminated this Agreement on notice without default.

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40. **Reduced notice:** The Agency may terminate this Agreement with no notice or with less notice than stated earlier in this Agreement. In that case the preceding paragraph will apply until the termination date. In addition, the Agency will make a reasonable payment to cover the Contractor's losses until the end of the notice period (not exceeding what the Agency would have been required to pay if it had given the full notice stated under this Agreement).
41. **Amounts owing by Contractor:** The Agency may deduct from payments due to the Contractor any amounts owing to the Agency, including amounts for damages due to default by the Contractor.
42. **Final report:** If requested by the Agency or stated in the description of the Services, immediately after the termination of this Agreement the Contractor will prepare a final report providing all information that would normally be given to the Agency under this Agreement.
43. **Audit:** The Contractor will without charge co-operate fully with the Agency's representatives in performing any audit or investigation that may be required by CMHC, the Agency or the Auditor General of Canada for any period prior to termination of this Agreement.
44. **Delivery of Agency Property:** On the day this Agreement is terminated, the Contractor will deliver to the Agency all contracts, records, files, documents, papers, equipment, computer programs, computer programming code, passwords, keys, money and other information, assets or property of the Agency in its possession or control, including all information about CMHC, housing co-operatives or their residents. If the Contractor has any Agency records or information in machine-readable form on the Contractor's own computers, hard drives, disks, diskettes, cartridges or other equipment, the Contractor will destroy all such information after giving the original or a copy to the Agency and after receiving written confirmation from the Agency that it has adequately transcribed the information.
45. **Surviving obligations:** Some parts of this Agreement will continue after termination. These include, among other things, any obligations not fully performed under this Agreement, such as financial payments or adjustments, the confidentiality and indemnification obligations, and any obligations arising out of a default.

DISPUTE RESOLUTION

46. **Informal dispute resolution:** The parties will use their best efforts to resolve any dispute arising under this Agreement informally, through personal contacts. Any written complaint by the Contractor will be reviewed by the Agency's Chief

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Executive Officer, who may suggest that a mutually acceptable third party meet with the disputant and an Agency representative on an informal basis to resolve the dispute.

47. **Mediation:** The parties will consider non-binding mediation as a way to resolve their differences. They will do this prior to any arbitration.
48. **Compulsory arbitration:** All disputes under this Agreement that are not resolved informally or through mediation are hereby submitted to decision by an arbitrator, as described in this Schedule.
49. **Written notice to arbitrate:** Either party may give the other a written notice to arbitrate. The notice must contain reasonable details of the issue. Within seven days after delivery of the notice, the parties or their lawyers will agree on an arbitrator. If they do not, either party may apply to the courts for appointment of an arbitrator.
50. **Procedure:** The arbitrator will set the procedure for the arbitration in accordance with the *Ontario Arbitration Act*.
51. **Does not apply to discretions:** The purpose of arbitration is to decide on the rights of the parties, not to substitute the judgment of the arbitrator for that of either party. Therefore, compulsory arbitration does not apply to a decision under any part of this Agreement where either party has discretion.
52. **Termination of Agreement:** If this Agreement has been terminated, the arbitrator will not have the authority to reinstate the Contract or the Contractor. However, the arbitrator can award the proper amount owing to the Contractor under this Agreement.
53. **Arbitrator's decision final:** The arbitrator will make a decision as soon as possible and give a copy of the decision to each party. That decision will be final and binding on the parties and will not be subject to appeal.
54. **Arbitration Act governs:** Except as stated in this Agreement, the arbitration will proceed in all respects in accordance with the provisions of the *Ontario Arbitration Act*.
55. **Costs:** The arbitrator will decide who will pay the costs of the proceeding, depending on the merits of their position, including arbitrator's fees, charges and expenses and the parties' legal and other costs.
56. **Confidentiality:** To the extent permitted by the *Arbitration Act*, the arbitration proceedings and decision will be confidential between the parties.

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57. **Continuation of service:** Unless the parties agree to something else, during the resolution of any dispute (except where this Agreement has been terminated) the Contractor will continue to provide the Services to the Agency as required under this Agreement. If the dispute relates to the nature or performance of the Services, then the Agency will issue written directions about this and the Contractor will observe those directions. If the arbitrator's decision or other resolution of the dispute indicates that the Agency's position was wrong, the arbitrator's decision or other resolution will provide appropriate compensation to the Contractor.
58. **Actions outside of arbitration:** At any time during the arbitration process, the parties may sign a written settlement of their differences and cancel the arbitration. At any time during the arbitration process, either party may take actions it considers appropriate, such as termination of the Agreement. There will be no penalty for taking such actions during an arbitration, provided the actions are legally permitted under this Agreement.

MISCELLANEOUS

59. **Relationship of parties:** Nothing in this Agreement will create any partnership, joint venture, agency, trust, employment or other relationship between the parties. The parties' relations are entirely contractual, as stated in this Agreement. The Contractor is an independent contractor and not an employee. Neither of the parties has the authority to bind the other or to commit it in any way, except as specifically stated in this Agreement. Nothing in this Agreement will give any right to any third party to bring any action or to make any claim against either of the parties to this Agreement.
60. **No exclusivity:** The Agency may obtain similar services from other parties and the Contractor may provide similar services to other parties.
61. **Entire agreement:** This Agreement and the documents and materials referred to in this Agreement contain the entire agreement between the parties. No change or waiver under this Agreement will be binding unless it is in writing and signed by the party that is bound by it.
62. **Applicable law:** This Agreement will be construed in accordance with and governed by the laws of Ontario, except where otherwise stated in this Agreement.
63. **Partial invalidity:** If any part of this Agreement is held invalid or unenforceable by any court or arbitrator, the remainder of this Agreement will not be affected, but will remain in full force.
64. **Interpretation:** All provisions of this Agreement creating obligations on either party will be considered to be covenants. This Agreement will be read with all

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changes of gender or number required by the context. Section and paragraph headings do not affect the interpretation of this Agreement. Time will be in all respects of the essence of this Agreement. The Services referred to in this Agreement may include the provision of goods.

65. **Waivers:** No supplement, amendment or waiver under this Agreement will be binding unless in writing and signed by the party to be bound by it and unless it expressly states that it supplements, amends or waives this Agreement. No waiver by a party of any provision of this Agreement will be considered a waiver of any other provision or a continuing waiver. No failure to enforce or insist upon any provision of this Agreement by either party will constitute a waiver of that provision on any future occasion.
66. **Assignment:** Neither party may assign or subcontract this Agreement or any interest in it or the rights and responsibilities under it without the prior written consent of the other. Subject to the foregoing, this Agreement will be binding upon and operate for the benefit of the parties and their successors and assigns.
67. **Change in control:** If the Contractor is a corporation, it will give notice to the Agency of any change in control of the Contractor. If the Contractor is a partnership, it will give notice to the Agency of any new partner or anyone ceasing to be a partner.
68. **Business interruption:** Neither party will be liable for any delay due to a business interruption because of a systems breakdown, natural disaster or other *force majeure*. The Contractor will follow all directions of the Agency respecting provision of the Services during such delay.
69. **Notice:** Any notice under this Agreement may be given by personal delivery, by prepaid registered mail, by facsimile, or by electronic mail to the addresses or numbers stated on page 1 of the Contract. In the case of the Agency the notice must be addressed to the Director, Human Resources and Administration. Either party may change its address for notice by a notice given under this paragraph.
70. A notice or other document sent by prepaid registered mail will be deemed to have been delivered on the fifth day after mailing unless there is a general interruption of mail services. No other notice or other document will be deemed to have been given or delivered until actually received.
71. Ordinary operational communications between the Contractor and the Agency may be addressed by the Contractor to the Reporting Officer.
72. **E-mails:** Any notice or statement by either party that is received by the other by e-mail will be deemed to be a notice in writing.

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73. **Signing this Agreement:** This Agreement may be signed by facsimile.
74. **Status of this Agreement:** This Agreement replaces all previous contracts, arrangements and understandings for the Services between the parties. In the event of any conflict, this Agreement will have priority over any purchase order, order acknowledgment, receipt, standard terms of sale or services or similar document used by the Contractor, whether signed before or after this Agreement, unless it is signed by authorized signing officers of the Agency and states that it amends or supersedes this Agreement and specifically refers to this Agreement by date and as otherwise appropriate.
75. The Contractor and the Agency acknowledge that this Agreement is not being signed under any form of compulsion or duress and that the Contractor and the Agency have had an opportunity to obtain legal or other advice and to try to negotiate changes.

End of Schedule C

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SCHEDULE D
PROPOSAL DOCUMENTS

List and attach any of the following or any other documents that are applicable:

- Request for Proposals by Agency dated •
- Proposal by the Contractor dated •
- Correspondence:

End of Schedule D

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