

Request for Proposal

RFP #2018-MRS

Appraisers (AACI or CRA) required to undertake Short Narrative Market Rent Appraisal Reports of selected housing co-ops located in British-Columbia, Alberta, Ontario and Prince Edward Island.

Une version française de l'Appel d'offre sera disponible sur demande.

1. Introduction

The Agency for Co-operative Housing (the Agency) is a not-for-profit, non-governmental organization with a mandate to administer the federal government's co-operative housing programs in PEI, Ontario, Alberta and B.C. on behalf of Canada Mortgage and Housing Corporation (CMHC).

The Agency is requesting proposals from accredited / designated members of the Appraisal Institute of Canada to complete Short Narrative Market Rent Appraisal Reports in order to establish the market rent of selected housing co-ops located in the Provinces of Alberta, British Columbia, Ontario and Prince Edward Island.

The Agency anticipates making one or more awards under this solicitation. Successful Bidders will be required to sign the Agency's standard Standing Offer Agreement for a three (3) year period to undertake these studies.

2. Purpose of this Request for Proposal (RFP)

The purpose of this request for proposal is to "pre-qualify" one or more Appraiser to provide Short Narrative Market Rent Appraisal Reports that will estimate the unrestricted market rent of individual units of selected housing co-operatives.

Once the standing offer agreements have been awarded to selected "pre-qualified" appraisers, the Agency will solicit a minimum of two quotes for specific assignments

from “pre-qualified” appraisers located within the subject’s geographical area, as the need for the assignment arise.

The Agency commissions approximately 20 Short Narrative Market Rent Appraisal Reports each year for housing co-ops located across the four provinces mentioned – the majority of these housing co-ops being located in the Vancouver area, Edmonton, the GTA, the Ottawa area including Southern and Northern Ontario.

The Market Rent Appraisal Report will be used by each of the Agency, Agency’s co-op client, Canada Mortgage and Housing Corporation and / or potentially another financial lending entity.

3. Terms of Reference

The following guidelines shall be considered in order to develop a comprehensive Market Rent Appraisal Report.

Develop estimates of market rents (rental analysis) supported by short narrative report indicating the following by conducting a site visit to the property:

- Develop estimated market rent for each unit type and housing form supported by a comparison and adjustment schedule of the subject and each market comparable, as well as a short narrative explanation indicating the following:
- Survey recently negotiated rents for similar and/or competing private properties in the surrounding area – typically within same rental market zone - and provide map indicating location of comparables and subject property.
- Apply individual adjustments as necessary to each comparable for key factors that affect attainable rents: age and condition, in-suite features, area of units, location, services included, amenities
- Summarize the findings of the adjusted rental range of the comparables to a market rental estimate for the subject (note: if comparable unit types are not available for all those offered by the subject, provide a rationale as to what rental difference, if any, would likely be recognized by the market.)
- Where applicable, provide “As is” estimated rents and “As improved” estimated rents based on projected estimated capital repair costs as determined and provided by others.
- Provide electronic (Microsoft Word format) draft copy for Agency’s review and comments. Revised version shall indicate changes to submitted draft copy by using the “Track Changes” feature. Provide final report in PDF format.

4. Deliverables

Upon acceptance of the draft report, the consultant shall provide a final / signed electronic copy (pdf doc) to the Agency – hardcopies not required.

5. Proposal Requirements

Clearly identified proposals must be emailed in PDF format to The Agency for Co-operative Housing. Proposals must follow the format described in this section. Each page of the proposal should state the name of the Bidder, the RFP number and the page number. The Agency may ask Bidders to provide additional data or material to support their proposals.

Proposals should be set out in the following format:

5.1 Introduction

The proposal should set out a summary of the Bidder's business operations, including its location, the services it provides, the size of its operations, how long it has been in business, how long it has provided similar services and the names of the principal or principals in the organization.

5.2 Qualifications

This section should describe the Bidder's experience and skills in conducting market rent appraisal reports. It should name the person or persons who will perform the services and set out their specific experience, qualifications and professional designation.

Proposals and reports must be submitted by a designated member of the Appraisal Institute of Canada; designated as an Accredited Appraiser Canadian Institute (AACI) or as a Canadian Residential Appraiser (CRA). CRAs should not be completing rental estimates on multi residential properties – only buildings up to six (6) units.

5.3 Quote

For evaluation purposes only, the submitted proposals shall clearly indicate the appraiser's fee to conduct the individual Market Rent Appraisal Report based on the aforementioned terms of reference for the following housing co-op scenarios:

- Scenario 1: Housing co-op consisting of 50 townhouse units, unit sizes ranging from 2, 3 and 4-bedroom units.
- Scenario 2: Housing co-op consisting of 1 high rise apartment building with 80 units, unit sizes ranging from 2, 3 and 4-bedroom units.
- Scenario 3: Housing co-op consisting of 50 townhouse units and 1 high rise apartment building with 80 units, all buildings located on the same property, unit sizes ranging from 2, 3 and 4-bedroom units.

Quote should include all expenses, disbursements, travel expenses... and shall assume that all three housing co-op scenarios are located within the appraisers' geographical area.

Once the standing offer agreements have been awarded to selected "pre-qualified" appraisers, the Agency will solicit a minimum of two quotes for specific assignments from "pre-qualified" appraisers located within the subject's geographical area, as the need for the assignment arise.

5.4 Insurance Requirements

The successful bidder shall be required to provide proof of the following minimum insurance coverage:

- General Liability Insurance with a \$1,000,000 coverage limit
- Errors & Omissions / Professional Liability Insurance with a \$2,000,000 coverage limit

5.5 References and Work Sample

The Agency for Co-operative Housing is also requesting two (2) references and one (1) recently completed Market Rent Appraisal Report be submitted along with the proposal. **Work sample need not be provided from bidders having a previous agreement for same service with the Agency.** References and work samples shall be for similar type of real estate appraisals, as detailed in 5.3, which have been completed within the last two years.

6. Agreement for Services

6.1 Contract Award

The Agency anticipates making one or more awards under this solicitation for a 36-month term. It may award contracts based on initial proposals without discussion, or following limited discussion or negotiations with one or more Bidders.

Successful Bidders will be required to sign the Agency's standard Standing Offer Agreement with any variations the parties may agree upon. A copy of the standard Standing Offer Agreement is attached to this RFP as Appendix A.

7. Questions & Queries

Any questions and/or queries regarding this Request for Proposal may be directed to the following person:

Michel St-Denis, Manager, Technical Services
The Agency for Co-operative Housing
190 O'Connor Street, 6th Floor
Ottawa, ON K2P 2R3
Tel: (613) 234-4557 ext. 607
Fax: (613) 234-7902
Email address: mstdenis@agency.coop

8. Closing of the Request for Proposal

Proposals shall be received no later than 3:00pm, Eastern Time, on Thursday, August 23, 2018. Clearly identified proposal must be emailed (PDF version) to the

attention of Michel St-Denis, Manager, Technical Services at mstdenis@agency.coop at The Agency for Co-operative Housing.

9. Proposal Evaluation

All proposals received by the date and time indicated above and meeting the submission requirements established in this RFP will be reviewed, evaluated and ranked by the Agency. The final rankings and contract award will be based on the following criteria:

- Has the proposal adequately demonstrated that it meets the requirements established in the RFP?
- Does the Appraiser present a cost-effective package of service and flexibility for the Agency’s needs?
- How long has the Appraiser been in business?
- What are the qualifications and experience of the Appraiser(s)?
- Is the proposal well-organized, well-written and complete?

- Quality of work samples provided.

10. Agency’s Right & Limitations

The Agency for Co-operative Housing reserves the right to accept all or part of a Proposal. The lowest or any Proposal not necessarily accepted. This solicitation does not create any form of contractual obligation on the part of the Agency, commit the Agency to award a contract or pay any costs incurred in preparing a proposal, or procure a contract for services.

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.

11. Appendix Section

Appendix A Agreement for Services

STANDING OFFER AGREEMENT

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: cmacdougall@agency.coop

(the "Agency")

—AND—

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

Phone: ••
Facsimile: ••
E-mail: ••

(the "Contractor")

1. **Consideration:** This Agreement is made in consideration of the obligations contained in it on the part of the Agency and the Contractor. This Agreement may not be terminated by either party during its term, except for default as stated in Schedule B.
2. **Services:** The Contractor agrees to perform the services set out in any Call-Up Notice the Agency issues to the Contractor during the term of this Agreement. The

Contractor Initials:

Agency Initials:

Contractor will perform the services on the terms and conditions contained in this Agreement.

3. **Call-Up Notice:** A Call-Up Notice will be in writing and may be in the form contained in Schedule A or in another form determined by the Agency. A Call-Up Notice may be issued by e-mail.
4. **Discussion prior to Call-Up:** Prior to issuing a Call-Up Notice, the Agency may discuss the proposed services with the Contractor orally or in writing. It may issue a draft Call-Up Notice. No discussions or documentation will create any obligation on either party until a Call-Up Notice is issued or until another arrangement is entered into in writing and signed by the parties. No discussions or documentation constitute a change, amendment or repudiation of this Agreement or affect the rights of either party under this Agreement or prevent the Agency from issuing a Call-Up Notice under this Agreement for the services concerned or for other services, if it should so decide.
5. **Changes to Agreement:** The parties may agree on changes to this Agreement in connection with a Call-Up Notice, such as a fixed or upset fee for the services. In that case the Call-Up Notice issued by the Agency will not be binding until confirmed in writing or by e-mail by the Contractor.
6. **Agency to consider issuing Call-Up Notices to Contractor:** The Agency will consider issuing a Call-Up Notice to the Contractor for the services described in this Agreement, but is under no obligation to issue a Call-Up Notice to the Contractor for any particular services or for any services. The Agency may now or in the future have Standing Offer Agreements or other arrangements with one or more parties other than the Contractor to provide services similar or identical to those that the Contractor is asked to provide. The Agency will determine whether and when to issue Call-Up Notices under this Agreement based on the needs of the Agency. It will base its decision on any factors it considers relevant, including such things as proximity of the Contractor's office to the site where the services must be performed; specific expertise or experience of the Contractor; availability of the Contractor's personnel at the time the services are required and their ability to meet any timelines established by the Agency; price or fee charged by the Contractor; performance by the Contractor of prior assignments; and the Agency's experience with other service providers.
7. **Term:** This Agreement begins effective ••(dd Month yyyy) and ends on ••(dd Month yyyy). Any Call-up Notice issued on or before the last day of the term will be completed by the Contractor under the terms and conditions contained in this Agreement.

Contractor Initials:

Agency Initials:

8. **Reporting:** The Contractor will report to the Agency's •• (*insert full title, e.g., Manager, Technical Services, not name*) ("Reporting Officer"). Only the Reporting Officer, or a person designated by the Reporting Officer, is authorized to issue a Call-up Notice or give directions to the Contractor. Directions to proceed with work must be in writing. Specific directions, changes and explanations may be communicated orally.
9. **Fees:** The Agency agrees to pay fees for the services actually rendered pursuant to this Agreement at the rate of \$xx.xx per •• (*Choose and complete **one** of the following, deleting the others: hour, x-hour day, study delivered, word*), plus applicable HST.
10. **Expenses:**
 - (a) The Agency will reimburse the Contractor for the actual cost of reasonable and necessary copying, printing, postage and courier, long distance telephone charges (including for facsimiles) and reasonable and necessary transportation and travel expenses incurred in the performance by the Contractor of the services under this Agreement. 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 has been previously authorized in writing. The rate of reimbursement will be in accordance with the Agency's standard practices and policies.
 - (b) The Contractor will issue invoices for expenses at the same time as it issues invoices for fees. The Agency is not required to honour late expense claims. Receipts must be included except for public-transit expenses, kilometrage and internal copying, printing and postage.
11. **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.
12. **Timing of payment:** •• Choose and complete as necessary one of the following, deleting the other: The Contractor will render its invoice 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. 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 for the services performed and permissible expenses incurred under this Agreement upon delivery of the deliverable specified in the Call-Up Notice and correction of any problems with the deliverable. The Contractor's invoice will include the procurement number shown at the top of this Agreement. Payment of

Contractor Initials:

Agency Initials:

fees and expenses is due within 30 days of receipt by the Agency of the Contractor's invoice.

13. **Facilities to be provided by the Agency:** •• *If the Agency is providing office space or secretarial support, indicate that here. If there is nothing to include, do not delete the paragraph but instead write: None.*

14. **Contractor's personnel:** The Contractor will provide all personnel reasonably necessary to perform the services required under the Call-Up Notice. 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.

••*Include the following paragraphs, if appropriate:* 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:

- ••
- ••
- ••

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. The Agency will not withhold its approval unreasonably.

15. **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.

Contractor Initials:

Agency Initials:

- (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 15(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.
16. **General terms:** The parties will observe the terms and provisions set out in Schedule B.
17. **Proposal:** Any of the following that are applicable are attached as Schedule C 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:

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

CALL-UP NOTICE

PROCUREMENT NUMBER: ••

To: *Insert name of Contractor*••

Standing Offer Agreement dated ••(dd Month yyyy) (the “Agreement”)

Services (the “Services”): *Provide a description of work and set out required timing*••

You are hereby requested to perform the services set out in this notice under the terms and conditions stated in the Agreement.

THE AGENCY FOR CO-OPERATIVE HOUSING

By: _____

Insert Name:••

Insert Title:••

End of Schedule A

Contractor Initials:

Agency Initials:

SCHEDULE B
TERMS AND PROVISIONS

PERFORMANCE REQUIREMENTS

1. **Standard of performance:** The Contractor will perform the Services under this Agreement in a faithful, efficient and honest manner, in the best interests of the Agency, using the Contractor's best care, diligence, skill and judgement. 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 A.
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

Contractor Initials:

Agency Initials:

SCHEDULE B – TERMS AND PROVISIONS

- (iii) Bilingual Services Policy
 - (iv) Confidentiality and Access to Information Policy
 - (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>.
- (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 conflicts of interest or loyalty and must avoid being perceived to have any 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 deems the situation appropriate and not contrary to the Agency's policies.

Contractor Initials:

Agency Initials:

SCHEDULE B – TERMS AND PROVISIONS

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:
 - (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, to third parties of information covered by the Information Policies, except as authorized under the Information Policies or 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 in 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.
- (d) The use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the Agency; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

12. **Intellectual property:** •• *Include in all Standing Offer agreements except agreements for the provision of technical studies. For agreements for the provision technical studies, delete (a) and (b) below and write Not applicable.*

Contractor Initials:

Agency Initials:

SCHEDULE B – TERMS AND PROVISIONS

- (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’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 A 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 A 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 A, all administrative costs of the Contractor, including such things as a home or other office, telephone and

Contractor Initials:

Agency Initials:

SCHEDULE B – TERMS AND PROVISIONS

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;
 - (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. **Transportation:** 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 A 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 allowance 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

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SCHEDULE B – TERMS AND PROVISIONS

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).

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 or malicious act 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 or malicious act 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. 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.

Contractor Initials:

Agency Initials:

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27. **Contractor’s fidelity bond:** If required under the Contract, Schedule A or C, 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.
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 A or C, 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’ compensation:** 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

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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.

WHEN AGREEMENT ENDS

36. **No automatic renewal:** If this Agreement is not renewed or extended by written agreement and the Contractor continues to provide the Services, this Agreement will be deemed to continue on a month-to-month basis on the same terms and provisions.
37. DELIBERATELY OMITTED.
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

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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.

- 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.

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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 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.

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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.
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 Contract. 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.

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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 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

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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.
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 B

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SCHEDULE C
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 C

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