

## **REQUEST FOR PROPOSALS**

**PROCUREMENT NUMBER: 11-049**

The Agency for Co-operative Housing is requesting Proposals for **Information Technology Management Services** from qualified suppliers.

### **CLOSING DATE:**

Bidders are asked to submit an Expression of Interest by **28 October 2011**.

Proposals must be received **no later** than 5:00 p.m. EST on **11 November 2011**.

### **1. Introduction**

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.

The Agency's mandate is to ensure that public funds committed to co-operative housing programs are spent as intended and properly accounted for and to protect the public's investment in the programs by helping co-operatives achieve the best possible results, lowering their risk of mortgage default.

The Agency has a staff of forty-five people located in four offices.

Further information on the Agency is available at [www.agency.coop](http://www.agency.coop).

### **2. Purpose of this Request for Proposals**

The Agency for Co-operative Housing is requesting proposals to provide administration and technical support on a fully out-sourced basis for the Agency's WAN, LAN, servers, desktop computing stations and related infrastructure. The Service Provider will also provide support to the Agency's strategic information technology planning and decision-making processes.

Services are required in several defined areas:

- Network administration
- Server administration
- Security administration
- Desktop support
- Help desk
- Third party facilitation



The Agency intends the relationship with the Service Provider to be more than a purchase of service contract for a discrete set of services. Rather, the Agency is seeking a partner that will actively participate in the management of IT at the Agency, including assisting with strategic IT planning, capacity planning and systems design work.

The Agency intends to retain responsibility in house for certain IT management functions that. Specifically, the Agency will continue to be responsible for budget preparation and control and IT policy development and oversight.

The Agency will enter into an agreement with the successful Bidder for an initial term ending 31 December 2012. At the Agency's sole discretion the agreement will be renewable for a further three-year period, if the services performed during the first year are to the Agency's satisfaction.

### 3. **Background**

Headquartered in Ottawa, the Agency has regional service centres in Toronto, Calgary and Vancouver. The Agency's 45 staff members are distributed as follows:

- Ottawa: 18
- Toronto: 10
- Calgary: 5
- Vancouver: 7
- Telecommuters: 5 in various provinces (these are people who always work from their home office, using Agency equipment)

The server and desktop infrastructure within the Agency is largely virtualized using VMware vSphere 4.1 and View 4.5, running on four hosts located in Ottawa. Some employees are not on VMware and still use Terminal Services to connect remotely to the Agency's servers. All offices use MPLS for connectivity. A fibre channel SAN is used for shared storage and backups are handled by a tape autoloader. The LAN is implemented using Cisco equipment. Each office has a local file and print server.

The Agency's business continuity and disaster recovery plan requires that all employees be able to connect to Agency systems from their homes. Remote access is also required for employees travelling on Agency business.

The Agency runs a largely paperless work environment, depending on an electronic system for document management, storage and sharing. It communicates with the 540 clients of the federal programs it administers, their auditors and a force of contracted property inspectors through a secure client website. A web-based database houses client records and supports the Agency's regular work processes and reporting and performance-management functions. The database and client website are hosted externally and are supported by a team comprising Agency employees and an outside contractor. The Agency endeavours to make its systems available to users around the clock and to minimize service disruptions, however, it does not guarantee 24/7 access.

### 4. **Services to be Provided**

The Agency seeks a Service Provider that will become familiar with the Agency's information technology and provide ongoing support for its systems. Except where otherwise stated, services will normally be delivered between 8:30 a.m. and 5:30 p.m. Eastern time, Monday through Friday, exclusive of Ontario statutory holidays. Help desk services, as described below, must be available continuously between 8:30 a.m. and 8:00 p.m. Eastern time. The stated hours are required to ensure that support is available to the

Agency's western offices in until at least 5:00 p.m. local time. Emergency support outside of these hours, as specified below, must be available.

#### **4.1 Required Services**

The Service Provider's responsibilities will be as detailed below. The Agency recognizes that some Bidders may be interested in responding only to certain parts of the scope of work. Service providers only interested in bidding a portion of services are permitted to partner with other providers, as long as they can provide a complete solution and will responsibility for satisfying the full service requirements.

##### Network Administration

- Up/Down status and alerting of network elements via either on-site or remote equipment
- Monitoring of bandwidth utilization at all layers (averages, peaks), automatic reporting when specified thresholds are reached, and monthly reports
- Configuration changes/upgrades/patches; reprogramming for port speeds, routing table changes, etc.; monitoring and regular installation of patches; installation of version changes
- Baseline performance analysis and utilization reports
- As needed, design of new network LAN and WAN installations and alterations to existing networks
- Procedures maintenance and testing of changes as required
- Co-ordinating hardware break/fix activities
- Project co-ordination for network changes

##### Server Administration

- Complete server administration and management services including backup, server operating system upgrades, and patches; performing OS rollouts as required
- Configuration and continuing maintenance of VM servers
- Performing daily full and incremental backups, including daily reporting of backup results and ability to fully restore servers if required
- Complete monitoring and alerting of CPU utilization, disk I/O, disk capacity, etc., with reporting when specified thresholds are reached
- Configuration management, including changes, upgrades, patches, etc.
- Network service application support, including Exchange, DNS/DHCP, IIS, etc.
- Daily storage management

- Technical leadership for server technology issues including utilization and deployment

#### Security Administration

- Scope of activity includes all entry points to Agency network, including firewalls, VPN appliance, wireless access points and Windows security
- Intrusion detection, including the automatic monitoring of software and immediate notification to Agency personnel of suspected breach of security
- Regular monitoring, reporting and alerting of VPN appliance, firewall, Wireless Access Points, configuration changes, software patches and version upgrades as appropriate, resolution of service disruptions and monthly reporting
- Virus detection and maintenance of virus definitions
- Project management for security changes
- Perform security audits as requested
- Engineering, planning, and design services for security

#### Desktop Support

- Hardware support
- VMware View administration and management including profiles for new Agency staff and contractors that are given access to Agency systems
- New system installs and software setup for thick and thin clients
- Assistance with VPN and VMware setup for all staff on their home computers (this connection is required under the Agency's Disaster Recovery Plan)
- Inter-office relocations
- Backup and recovery of desktop files
- Manage of network connectivity
- Co-ordinate hardware repairs
- Office wide upgrade of OS, Office Suite, Browsers
- Virus removal
- New software installs or upgrades
- Assist with new equipment and software purchases
- Perform diagnostics and monitor storage

### Help Desk

- Provide a single point of contact on IT-related problems for all employees, including telecommuters and independent contractors using the Agency's internal systems
- Log and track all calls
- Provide on-line (web-based) tracking of tickets
- Resolve calls related to desktop OS, Office Suite, Email, Browsers and Printers
- Dispatch other calls to appropriate service providers
- Monitor ticket status through to closure
- Escalate as required
- Maintain an inventory of all IT components including software licensing; reports of current inventory and license status to be available on demand
- Produce management reports on help desk services provided

### Third-Party Facilitation

- Assist in the co-ordination of services from third-party IT providers

### General

- Participate in planning the Agency's IT systems
- Maintain necessary documentation on Agency systems, including policies and procedures

## **4.2 Reporting and Meeting Requirements**

In addition to the regular reporting described below, periodic meetings with the Agency will be required to discuss the Service Provider's work and review current and emerging issues and solutions. Annual planning and budgeting meetings will also be required. The following meeting/reporting schedule is proposed:

Meeting/Reporting	Per Year
Service Level Reports	12
Quarterly Service Review Meetings	4
Security Audits	1
Planning/Budgeting Meetings	1
Yearly Relationship and Satisfaction Evaluation	1

#### 4.2.1 Monthly Service Level Report (SLR)

The SLR will report the performance of IT service delivery against key service metrics agreed upon with the Agency and will indicate the extent to which these have been fulfilled in the month reported. The report should include root cause analysis for any areas that did not meet the agreed service metrics.

The Service Provider will forward an SLR each month within one week after the end of the month.

#### 4.2.2 Quarterly Service Review Meetings (SRM)

The SRM is a face-to-face meeting during which the Monthly Service Level Reports (SLR) of the last quarter will be reviewed. The purpose is to have a dialogue toward achieving a consistently high level of service quality and to ensure that the Service Provider is fulfilling its contractual obligations. Specific issues from the previous period will be analysed and discussed in detail during these meetings. Feedback from Agency staff and management on areas where the services offered by the Service Provider can be improved will be discussed.

These meetings will serve to ensure that that all parties concerned are fully aware of the status of the service and to agree on the direction to take in response to all issues and concerns regarding the service. Advice on operational changes in the organizations of both parties will be exchanged. The Service Provider will submit written minutes of these meetings, along with an action plan in response to any recommendation or decision made at these meetings.

#### 4.2.3 Annual Relationship and Satisfaction Evaluation

The annual evaluation will comprise

- a face-to-face meeting between representatives of the Agency's Management Team and the Service Provider to evaluate the previous year's events in relation to the service agreement
- an annual survey to Agency staff conducted by the Agency, with input from the Service Provider, and requesting feedback on the service levels provided during the year.

An action plan will be agreed upon for the following year, based on input from these to sources.

The Agency will arrange and conduct the face-to-face meeting. The objectives of the meeting will be to

- evaluate the quality of the service and, if necessary revise the service levels
- determine client satisfaction with aspects of the services delivered
- determine further expectations
- obtain feedback from the Service Provider about its experience with the Agency
- identify specific areas of improvement
- agree upon an action plan
- review and update the service quality plan (SQP).

#### 4.2.4 Annual Planning and Budgeting Meeting

The purpose of the annual planning and budgeting meeting will be to

- update long-term planning, including anticipated growth (review capacity plan and service planning)
- solicit Service Provider input into the annual budget
- solicit Service Provider input into IT Strategic Planning.

### 4.3 Expected Service Levels

The Service Levels expected by the Agency are outlined in Appendix B.

## 5. Proposal Requirements

All Proposals must be presented in the following format.

### 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 goods or services;
- a summary of the Bidder's understanding of the objectives and requirements of this RFP;
- a summary explanation of why the Bidder believes it is qualified to perform and complete the services requested 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 Section 4 of this RFP, will be met. Appendix A and Appendix B of this RFP must be completed and appended to the Bidder’s proposal.

Bidders are asked to describe their approach to the transition of the outsourced services from the current service provider.

Bidders are asked to describe their relationships with the following vendors:

Vendor	Partnership Program	Since (year)	Comments
Microsoft			
VMware			
Symantec			
Cisco			
Hardware vendors (name)			

**Section 3: Qualifications**

This section should describe the Bidder’s experience and skills in meeting requirements of similar scope to those specified in Section 4 of this RFP. It should name the person or persons who will supervise or perform the services and set out their qualifications.

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 fixed annual cost for all services identified in Section 4 of this RFP for the following periods:
  - the initial term of the agreement with the Service Provider, ending 31 December 2012
  - each year of the three-year agreement renewal period.
- one-time costs, if any, relating to the transition of services from the current provider of IT support services to the Agency
- the cost of any services to be provided on an hourly basis.

The Bidder's quote should itemize any expenses that will be charged in addition to the quoted service fees.

Any optional services or Bidder-recommended services not listed in the requirements set out in Section 4 of this RFP should be listed and quoted separately from the main service.

The quoted rates must be guaranteed up to 31 December 2012.

## **6. Agreement for Services**

The Successful Bidder(s) will be required to sign the Agency's standard Long-Form Agreement, with any variations the parties may agree upon. A copy of the standard Long-Form Agreement is attached to this RFP.

Bidders should take particular note of the following paragraphs of Schedule B of the Agreement:

- Paragraphs 7 to 11 dealing with compliance with Agency policies regarding ethical conduct, client service, bilingual service, confidentiality and access to information, and privacy, and with conflicts of interest and loyalty.
- 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 28 to 31 requiring liability, errors and omissions and worker's compensation insurance.

## 7. **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 this RFP. The final rankings and contract award will reflect the following criteria and any other relevant considerations:

- Has the Bidder adequately demonstrated that it meets the requirements set out in Sections 4 and 5 of the RFP and provides any necessary flexibility to meet the Agency's needs?
- What is the Bidder's depth of experience in relevant areas?
- What have been the positive and negative experiences of the Bidder's client references?
- Does the Bidder present the most cost-effective package of service?
- What is the Bidder's relationship with manufacturers and suppliers?
- Is the proposal well-organized, well-written, and complete?
- To what extent do the Bidder's business practices reflect the principles of sustainability set out under Proposal Requirements above?

## 8. **Further Information**

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

Georges Guimond, Acting Manager, Information Services  
The Agency for Co-operative Housing

Tel: (613) 234-4557 ext. 608

Fax: (613) 234-7902

E-mail address: [gguimond@agency.coop](mailto:gguimond@agency.coop)

Firms who notify the Agency of their interest in this RFP will be sent, by e-mail, copies of any questions asked by interested firms regarding this RFP, and the Agency's response.

## 9. **Method of Submission**

Proposals made in response to this RFP will be accepted up to the [closing date and time](#) indicated above.

All Proposals must be submitted electronically, either through MERX or by e-mail (PDF) to Agata Nobrega at [anobrega@agency.coop](mailto:anobrega@agency.coop). The RFP number must appear on the subject line of the e-mail message. The Bidder's name, the RFP 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.

## 10. 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.

## 11. Appendices

- Appendix A: Scope of Services
- Appendix B: Service Levels
- Appendix C: Standard Agency Long-Form Agreement

## Appendix A: Scope of Services

Please describe the standard and optional components of the managed IT services packages that you offer. This Appendix must be included with the proposal.

### 1. Agency Management Reporting, Strategic Planning and Governance

Please complete the following table.

Meeting/Reporting	Per Year	YES	NO	Comments
Service Level Reports	12			
Quarterly Service Review Meetings	4			
Security Audits	1			
Planning/Budgeting Meeting	1			
Yearly Relationship and Satisfaction Evaluation	1			

### 2. Services Required by the Agency

Please complete the following tables. If services are to be provided by a third party, please elaborate on the relationship between the Bidder and the third party.

Network Administration Services	YES	NO	Comments
Up/down status and alerting of identified network elements via either on-site or remote equipment			
Monitoring of bandwidth utilization at all layers (averages, peaks), automatic reporting when specified thresholds are reached, monthly reports			
Configuration changes/upgrades/patches; reprogram for port speeds, routing table changes, etc.; monitoring and regular installation of patches; installation of version changes			
Baseline performance analysis and utilization reports			
Capability for design of network LAN			

and WAN installations and alterations to existing networks			
Procedures maintenance and testing of change as required			
Coordinate hardware break fix activities			
Participation in strategic planning			
Project coordination for network changes			

<b>Server Administration Services</b>	<b>YES</b>	<b>NO</b>	<b>Comments</b>
Complete server administration and management services including backup, server operating system upgrades, and patches; capability of performing OS rollouts as required			
Configure and on-going maintenance of VM servers			
Perform daily full and incremental backups, including daily reporting of backup results and ability to fully restore servers if required			
Complete monitoring and alerting of CPU utilization, disk I/O, disk capacity, etc., with reporting when specified thresholds are reached			
Configuration management, including changes, upgrades, patches, etc.			
Network service, application support, including Exchange, DNS/DHCP, IIS, etc.			
Daily storage management			
Technical leadership for server technology issues including utilization and deployment			

<b>Security Administration Services</b>	<b>YES</b>	<b>NO</b>	<b>Comments</b>
Scope of activity includes all entry points to Agency network including firewalls, VPN Appliance, Wireless Access Points and Windows security			
Intrusion detection, including the automatic monitoring of software and immediate notification of Agency personnel of suspected breach of security			
Regular monitoring, reporting and alerting of VPN Appliance, Wireless Access Points and firewall, configuration changes, software patches and version upgrades as appropriate, resolution of service disruptions and monthly reporting			



Virus detection and maintenance of current virus definitions			
Project management for security changes			
Perform security audits as requested			
Engineering, planning, and design services for security			
Participation in strategic planning			

<b>Desktop Support Services</b>	<b>YES</b>	<b>NO</b>	<b>Comments</b>
Hardware support			
VMware View administration and management			
New system installs and software setup for thick and thin clients			
Inter office relocations			
Assistance with VPN and VMware setup for all staff on their home computers			
Backup and recovery of desktop files			
Manage network connectivity			
Co-ordinate hardware repairs			
Office wide upgrade of OS, Office Suite, Browsers			
Virus removal			
New software installs or upgrades			
Assist with new equipment purchases			
Perform diagnostics and monitor storage			

<b>Help Desk Services</b>	<b>YES</b>	<b>NO</b>	<b>Comments</b>
Provide a single point of contact for all employees on IT related problems including telecommuters and Agency consultants			
Log and track all calls			
Provide on-line (web-based) tracking of tickets			
Resolve calls related to desktop OS, Office Suite, Email, Browsers and Printers			
Dispatch other calls to appropriate service providers			
Monitor ticket status through to closure			
Escalate as required			
Maintain an inventory of all IT components including software licensing reports of current inventory and license status will be available on demand Maintain an inventory			



of all IT components including software licensing reports of current inventory and license status will be available on demand			
Produce management reports			

<b>Third-Party Facilitation</b>	<b>YES</b>	<b>NO</b>	<b>Comments</b>
Assist in the co-ordination of services from third-party providers			

<b>General</b>	<b>YES</b>	<b>NO</b>	<b>Comments</b>
Participate in strategic planning on all aspects of IT Services			
Maintain documentation, including policies and procedures			

## Appendix B: Service Levels

This section presents a series of tables that outline the services that the Agency desires to outsource, and details our preferred service levels and service measurement approach. Additional services are those activities that the Agency expects the Service Provider to perform, but for which it does not plan to measure specific levels. Please respond to each table.

### 1. NETWORK ADMINISTRATION

Service	LAN Connectivity
Desired Service Level	99% availability, with automated notification (e.g., via email, pager, etc.)
Metric	For each network device: (seconds available) / (max possible seconds) $\geq 0.99$ , averaged over a rolling three month period
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non-compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

Service	Internet Connectivity
Desired Service Level	99.99% Agency device availability, with automated notification (e.g., via e-mail, pager, etc.)
Metric	For each device: (Seconds available) / (max possible seconds) $\geq 0.9999$ , averaged over a rolling three month period
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non-compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

Service	VPN Connectivity
Desired Service Level	Provide connections for up to 25 simultaneous users, 24x7
Metric	(time available) / (max possible time) >= 0.99, averaged over a rolling three month period
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non-compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

Service	Incident Management
Desired Service Level	<u>Priority One</u> (Mission critical, 8:30 AM to 8:00 PM Eastern time) 100% Response within 10 minutes Max TTR 8 hours <u>Priority Two</u> 100% Response within 30 minutes during work hours Available 8:30 AM to 8:00 PM Eastern time M-F except holidays Max TTR 24 hours (weekdays) <u>Priority Three</u> 100% Response within 2 hours during work hours Available 8:30 AM to 8:00 PM Eastern time M-F except holidays Max TTR 72 hours (weekdays)
Metric	Initial Response: Time since call <= Priority level Resolution: Time since call <= Priority level
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non-compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

**Management Tools**

Please provide a brief description of the tools you are proposing to use in providing network administration services. Describe, if applicable, how Service Provider-supplied tools will be provided, maintained, licensed, etc. on Agency equipment and systems.

**2. SERVER ADMINISTRATION**

Service	Manage Tape Backup and Recovery for all Servers
Desired Service Level	99% backup success rate Daily Backups occur between 11 PM and 6 AM 85% user files recovered within four business hours; 100% within 24 hours System file recovery: 98% within 8 hours; 100% within 24 hours
Metric	Success rate: (# of successful backups) / (total # of backups) >= 0.98 User Recovery: (# of user recoveries in four hours) / (total recoveries) >= 0.85; (# of user recoveries in 24 hours) / (total # of recoveries) = 1 System Recovery: (# of system recoveries in eight hours) / (total recoveries) >= 0.98; (# of system recoveries in 24 hours) / (total # of recoveries) = 1
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non-compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	



<b>Service</b>	<b>Maintain System Hardware</b>
Desired Service Level	In accordance with manufacturer's recommendations On-site support within 4 hours, as required MAX TTR: 24 hours on working days
Metric	Time from call to arrival <= 4 hours Time from call to resolution <= 24 hours (work week)
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

<b>Service</b>	<b>Server Availability</b>
Desired Service Level	99.9% uptime for each server during business hours Planned outages do not occur during business hours
Metric	For each device: (hours available) / (max possible hours) >= 0.9999, over a rolling three month period Average hours between failures >= 10,000 hours
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

Service	Manage system service applications (Exchange Server, SQL Server, etc...)
Desired Service Level	Application uptime of 99.9% during business hours Overall application uptime of 99%
Metric	For each application: (hours available) / (max possible hours) >= 0.999 during business hours, 0.99 overall Hours between failures >= 10,000 hours
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non-compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

### Management Tools

Please provide a brief description of the tools you are proposing to use in providing server administration services. Describe, if applicable, how Service Provider-supplied tools will be provided, maintained, licensed, etc. on Agency equipment and systems.

### 3. SECURITY ADMINISTRATION

Service	Virus Prevention and Troubleshooting
Desired Service Level	Respond to incidents as follows: Priority One – within 30 minutes Priority Two – within two hours Priority Three – within one business day  Maintain current virus definitions within 24 hours of publication
Metric	Response: (time from call to response) <= Priority Definitions: (# of updates applied within 24 hours of publication) / (total # of updates) >= 1
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	

What escalation procedures do you propose for resolving non-compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

**Management Tools**

Please provide a brief description of the tools you are proposing to use in providing security administration services. Describe, if applicable, how Service Provider-supplied tools will be provided, maintained, licensed, etc. on Agency equipment and systems.

**4. DESKTOP SUPPORT SERVICES**

Desktop support is intended to provide technical support for software upgrade, incident-based troubleshooting, and basic desktop system administration, including VMware View virtual desktops running on thin clients.

Desktop support will provide support for hardware, operating system, and selected applications on supported platforms. Desktop, laptop and thin client systems will be maintained such that these services are available and operate properly.

Service	Incident Management
Desired Service Level	Restore normal operations of Operating Systems and supported software (includes device drivers, printing services and network connectivity but excludes hardware failures)
Metric	<p><u>Priority One</u> (No workaround, 8:30 AM to 8:00 PM Eastern time)            - 100% Response within 10 minutes            - Max TTR 4 hours</p> <p><u>Priority Two</u> (Workaround available, 8:30 AM to 8:00 PM Eastern time)            100% Response within 30 minutes during work hours            Max TTR 8 hours (weekdays)</p> <p><u>Priority Three</u> (Minor Inconvenience)            100% Response within 2 hours during work hours (8:30AM to 8:00 PM Eastern time)            - Max TTR 72 hours (weekdays)</p>
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with	



this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

Service	Hardware Support
Desired Service Level	Hardware support tasks will include: <ul style="list-style-type: none"> <li>• Memory upgrades</li> <li>• Hard disk replacement</li> <li>• Replacement or upgrade of network cards, sound cards, etc.</li> <li>• Install hardware accessories</li> <li>• Check connection cords to include Ethernet connections to the data jack</li> <li>• Check operation of modems (laptops)</li> <li>• Setup of new desktops or laptops</li> <li>• Hardware relocations within the office</li> </ul>
Metric	Services provided within 5 working days from the date of the request (or from the time that parts become available), unless otherwise specified.
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

***Note: Hardware maintenance costs will not be covered under the agreement with the Service Provider. If it is determined that a problem is hardware-based, the service provider’s responsibility is to co-ordinate the repair. Hardware repair costs or replacement parts are external to this agreement and remain the responsibility of the Agency.***



Service	Software Support
Desired Service Level	Software Support duties will include: <ul style="list-style-type: none"> <li>• Check for viruses and removal</li> <li>• Perform routine diagnostics</li> <li>• Install new software and confirm that it is operational</li> <li>• Reformat hard drives</li> <li>• New workstation setup including: OS Install, VMware Client install, Office Suite install, VPN and Network configuration</li> <li>• Maintain device drivers</li> <li>• Manage Print queues</li> </ul>
Metric	Services provides within 5 working days of the request, unless otherwise specified.
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

### Management Tools

Please provide a brief description of the tools that you are proposing to use in providing these services. Describe, if applicable, how Service Provider-supplied tools will be provided, maintained, licensed, etc. on Agency equipment and systems.

### 5. HELP DESK

The help desk provides a single point of contact for all Agency employees. The help desk handles all IT related incidents, queries or requests for assistance.

Service	Hours
Desired Service Level	8:30 AM to 8:00 PM Eastern time Monday to Friday, excluding statutory holidays.
Metric	Calls to be responded to by end of business day; if no resolution is found to the problem, staff will be given an estimated time for resolution
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	

If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

<b>Service</b>	<b>Call Management</b>
Desired Service Level	For each call received the help desk will <ul style="list-style-type: none"> <li>• register and assign an ID</li> <li>• classify and categorize incidents (e.g., determine impact)</li> <li>• resolve as many calls as possible</li> <li>• dispatch calls that cannot be resolved to appropriate service provider</li> <li>• perform incident control of all reported calls/incidents (monitor progress against target resolution times)</li> <li>• notify affected employees and keep them informed about the progress</li> <li>• generate incident management reports</li> <li>• initiate crisis management procedures, escalations and contingency procedures.</li> </ul>
Metric	100% of call managed through to closure
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

<b>Service</b>	<b>Reporting</b>
Desired Service Level	Provide the Agency with weekly and monthly statistical reports of help desk activity, number of calls, types of calls and incidents, including root cause analysis of recurring incidents
Metric	Enough detail to verify compliance with SLAs
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	

If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed changes, and associated benefits to the Agency.	

**Management Tools**

Please provide a brief description of the tools that you are proposing to use in providing these services. Describe, if applicable, how Service Provider-supplied tools will be provided, maintained, licensed, etc. on Agency equipment and systems.

Service	First Line Support
Desired Service Level	<p>The help desk should be equipped to provide direct support for Agency owned desktop and laptop users (both in office or remote) and, if necessary, on-site assistance and trouble-shooting for computer operating systems, applications software, and network services as follows:</p> <ul style="list-style-type: none"> <li>• Operating Systems Software support.</li> <li>• Printing problems including managing print queues and diagnosing problems with print drivers</li> <li>• Installation, use and trouble-shooting of software which is on the Agency’s standard supported software list, including calling on expert advice when required.</li> <li>• Advice on and support for use of the Internet, including web browsers, MS Exchange, Adobe, but not web publishing, editing or design of web pages or web sites.</li> </ul>
Metric	80% of information request and non-incident request for help resolved by help desk
Measuring Responsibility	Service Provider
Will you meet this service level Y/N	
If No, why not?	
What tools and/or methods do you propose for measuring compliance with this service level?	
What escalation procedures do you propose for resolving non- compliance or other issues related to this service level?	
Please indicate any concerns regarding this service level, including proposed	



changes, and associated benefits to the Agency.	
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### 5.1 Classification of Priority Codes and Targeted Reaction and Resolution Time

The following table shows the targets of reaction and fault resolution times for each priority level:

Impact	Priority Code
Service not available (all users and functions unavailable).	1
Significant degradation of service (large number of users or business critical functions affected)	2
Limited degradation of service (limited number of users or functions affected, business process can continue).	3
Small service degradation (business process can continue, one user affected).	4

Resolution is achieved when an incident has been fixed or an agreed satisfactory workaround put in place. Progress of incident resolution will be monitored closely according to the following table:

#### Incident Progress Monitoring Table

Priority code	Frequency of check	Frequency of reporting
1	Once every 30 minutes	Once every 30 minutes
2	Once every hour	Once every 4 hours
3	Once every day	Once every 2 days
4	Once every week	Once every month

## Appendix C: 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, 6<sup>th</sup> Floor  
Ottawa, Ontario K2P 2R3

Phone: (613) 234-4557  
Facsimile: (613) 234-7902  
E-mail: gchurch@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 A (the "Services").
2. **Reporting:** The Contractor will report to the Agency officer ("Reporting Officer") identified in Schedule A. Only the Reporting Officer, or a person designated by the Reporting Officer, is authorized to give directions to the Contractor.
3. **Term:** The term of this Agreement is as stated in Schedule A.



**XYZ CONTRACTORS INC.**

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

*Signature if contractor is an unincorporated partnership or firm:*

**XYZ CONTRACTORS**

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



**SCHEDULE A**  
**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 B 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., Team Leader, Ontario/PEI, 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 B 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. ••

9. **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. Payment is due within 30 days of receipt by the Agency of the Contractor's invoice. **Or** The fee will be payable in equal monthly installments of \$xxx.xx, plus applicable HST, on the last day of each month during the term of this Agreement. The Contractor will render invoices for permissible expenses after the end of each calendar month for expenses incurred during that month. 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 •• *(insert deliverable(s) from paragraph 1)* and correction of any problems in the deliverable. Payment 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 assigned by the Contractor to perform the Services under this Agreement listed below will be subject to the written approval of the Agency:

- ••
- ••
- ••

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.

**End of Schedule A**

## SCHEDULE B

### TERMS AND PROVISIONS

#### PERFORMANCE REQUIREMENTS

1. **Standard of performance:** The Contractor will perform the Services 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 provide services of a high quality and any deliverables will be of a high quality.
2. **Directions of Agency:** The Contractor will act according to specific directions from the Agency.
3. **Legal requirements:**
  - (a) The Agency is subject to a number of legal and contractual requirements. The Contractor will perform the Services in a way that complies with these requirements. If the Contractor becomes aware of any way in which the Contractor or the Agency has not complied, it will promptly notify the Reporting Officer in writing, giving any suggestions for dealing with the situation.
  - (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
  - (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. **Ethical Conduct Disclosure Statements:** The Contractor will deliver Ethical Conduct Disclosure Statements in the Agency's standard form signed by the Contractor and each member of its staff providing services to the Agency. The signed statements will be delivered at the start of this Agreement and at the start of each calendar year during the term.

### 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:
  - (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, Corporate Services before making any disclosure as contemplated in Article 6 of 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.
- (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 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 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, if available in the vicinity, or, where not available, dial-up access to the Internet;
  - (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 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 Treasury Board 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 Consultant'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).

## 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:** The Agency will have the right to defend any Claim and to decide on the conduct of any legal proceedings or any settlement in the name of the Agency and the Contractor and its personnel. The lawyers will be chosen by the Agency, not the Contractor or its personnel. If the Contractor or any of its personnel wishes a separate lawyer because there is a conflict or for any other reason, the Agency will not be responsible for the cost of that lawyer. This paragraph is subject to any rights of the Contractor's insurer where the insurer accepts responsibility for a Claim.
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 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 One 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 available through 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 the start of each calendar year during the term 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.

## END OF AGREEMENT

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 A 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.

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

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.

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

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, Corporate Services. 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**



**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**