

REQUEST FOR PROPOSALS
PROCUREMENT NUMBER: 11-047

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

The Agency for Co-operative Housing is requesting Proposals from Translation Services for French Translation

CLOSING DATE: 14 November 2011

Proposals must be received **no later** than 5:00 p.m. EST on **14 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.

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

2. Purpose of this Request for Proposals

The Agency is requesting proposals for French translation services on an as, and when requested, basis at a pre-determined price and on specified terms. The goal of this solicitation is to select approximately three (3) Bidders to enter into a thirty-six (36) month agreement with the Agency for Co-operative Housing commencing **1 December 2011**.

3. Background

The majority of the French translation services provided in the Agency for Co-operative Housing are currently outsourced. The Agency for Co-operative Housing makes no guarantee of the value or volume of work to be assigned to successful Bidder. The yearly volume of French translation is approximately of 90,000 words which will be shared amongst the successful bidders.

4. **Scope of Work / Services to be Provided / Products to be Provided**

The Bidder is required to:

- a) Translate from English to French material related to co-operative housing that includes but is not limited to general correspondence, corporate documents, human resources documents, website content, annual reports, bi-monthly e-bulletins and forms.
- b) Invoice according to the two (2) rates for translation services:
 - The first is the fixed rate to produce translations from English to French as requested by the Agency in a mutually agreed upon timeframe for a normal working day.
 - The second is a rate for translation of a rush nature, which may require work in excess of normal business hours at a surcharge of no more than \$0.02 per word.
- c) Revise and proofread at a fixed maximum rate of \$55.00 per hour whether the original text was translated by the Bidder or not.
- d) Adhere to the deadlines stated in each request for services.
- e) Agree that unsatisfactory translations and/or revisions (text containing one or more major mistakes and/or more than three (3) minor mistakes per 500 words) may result in one of the following penalties being imposed by the Agency:
 - Send the work back to the Bidder for revision/redo. The revision/redo will be performed within the timeframe given by the Agency translation co-ordinator, regardless if it is required to complete the work during evening and/or weekend to meet the deadline, at no additional cost to the Agency.
 - Have the work revised/modified by another Bidder at the original Bidders' expense.

Special Requirements

- a) Deliver all translations in the same format, style and layout as the original document. In the event of a PowerPoint presentation, the Bidders will ensure that the information appropriately fits in the slide presentation and is the same font size. Translations and revisions will only be accepted in these formats. If the Bidders cannot access tables or graphics to input translation, the translation should be supplied below the table or graphic.
- b) Check data cited in text against tables and figures to ensure consistency;

- c) Ensure spelling and grammar are correct;
- d) Ensure the French translation accurately reflects the English text;
- e) Ensure terminology pertaining to social and co-operative housing is accurate and consistent with the Agency lexicon so as to faithfully render the content of the text;
- f) Ensure the translated or revised text meets high standards of linguistic excellence;
- g) Liaise with the translation co-ordinator to address translation or editing concerns and issues raised during the course of the translation or editing activities
- h) Meet deadlines negotiated with the translation co-ordinator at the start of each project.
- i) Maintain lexicon of Agency/housing terminology.
- j) The Bidder agrees that the Agency translation co-ordinator shall count the number of words of each text submitted for translation, and/or revision using an automated function, and only the Agency's translation co-ordinator count shall be used to establish the amount charged for the work. A word is defined as a contiguous series of letters. Numbers and figures appearing in the text, tables or diagrams are counted as words
- k) The Bidder agrees that in cases of disagreement regarding the word count, the Agency translation co-ordinator will do a recount to validate the count. The Agency, at its sole discretion, will make the final decision on word count.

5. **Proposal Requirements**

All enquiries concerning this solicitation must be submitted in writing to the contact person named below as early as possible within the solicitation period. Enquiries should be received by the contact person no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response.

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;
- an 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 part 4 of this RFP, will be met.

Section 3: Qualifications

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

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

Section 4: Sustainability

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

Section 5: Quote

The Bidder's quote should indicate the proposed fee for the service provided and any expenses to be charged separately, appropriately itemized. Any optional services or Bidder-recommended services not listed in the requirements set out in part 4 of this RFP should be listed and quoted separately from the main service. The quote must be guaranteed for at least two (2) months from the closing date of this RFP.



6. Agreement for Services

The Successful Bidder(s) 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 Short-Form Agreement is attached to this RFP.

Bidders are also asked to take note of paragraph 6 of Schedule A, which states: "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. 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:

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:

- Can the Bidder complete the services on the timetable set out in this RFP?
- What experience has the Bidder with projects of a similar nature?
- What is the Bidder's depth of knowledge of the Canadian co-operative and non-profit housing sector?
- Does the Bidder present the most cost-effective package of service?
- What have been the positive and negative experiences of the Bidder's client references?
- To what extent do the Bidder's business practices reflect the principles of sustainability set out under Proposal Requirements above?
- 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 the following person:

Agata Nobrega
Senior Administrative Assistant
The Agency for Co-operative Housing

Tel: (613) 234-4557 ext. 615
Email address: anobrega@agency.coop

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. 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

Contract Award: The Agency anticipates making multiple awards 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

- Standing Offer Agreement



The Agency for Co-operative Housing
L'Agence des coopératives d'habitation

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: gchurch@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.
8. **Reporting:** The Contractor will report to the Agency's •• (*insert full title, e.g., Team Leader, Ontario/PEI, 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



Contractor Initials: _____

Agency Initials: _____

must be in writing. Specific directions, changes and explanations may be communicated orally.

9. **Fees:** ••

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 meal allowance and incidental expense allowances for out-of-town travel, 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. **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.*

13. **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 assigned by the Contractor to perform the following Services under this Agreement will be subject to the written approval of the Agency:

- ••
- ••
- ••



Contractor Initials: _____

Agency Initials: _____

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.

- 14. **General terms:** The parties will observe the terms and provisions set out in Schedule B.
- 15. **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.
- 16. **Schedules:** This document is called the Contract. The Contract and the Schedules to the Contract form the Standing Offer Agreement between the Agency and the Contractor. The Standing Offer Agreement and each Call-Up Notice form the contract for the specific work set out in the Call-Up Notice. In the event of any conflict, the Contract will govern over all Schedules, Schedule A will govern over Schedules B and C and Schedule B will govern over Schedule C.

SIGNED:

THE AGENCY FOR CO-OPERATIVE HOUSING

}

} By: _____

Date: _____ } *Insert Name: ••*

} *Insert Title: ••*

} I have authority to bind the Agency.

Select one of the following signature blocks and delete the others:

Signature if contractor is an individual:

NAME HERE

}

Date: _____ } By: _____

}

}

Witness: _____ }

Signature if contractor is a corporation:

Contractor Initials: _____

Agency Initials: _____



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.



Contractor Initials: _____

Agency Initials: _____

SCHEDULE A
CALL-UP NOTICE

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 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.



Contractor Initials: _____

Agency Initials: _____

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 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.



Contractor Initials: _____

Agency Initials: _____

- (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.

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:
 - (iv) 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.
 - (v) 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. 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



Contractor Initials: _____

Agency Initials: _____

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;



Contractor Initials: _____

Agency Initials: _____

- (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 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 allowance 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,



Contractor Initials: _____

Agency Initials: _____

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. **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.



Contractor Initials: _____

Agency Initials: _____

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.



Contractor Initials: _____

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END OF AGREEMENT

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. **Termination:** 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 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



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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.



Contractor Initials: _____

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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 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.



Contractor Initials: _____

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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.



Contractor Initials: _____

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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.



Contractor Initials: _____

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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



Contractor Initials: _____

Agency Initials: _____

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



Contractor Initials: _____

Agency Initials: _____