

## REQUEST FOR PROPOSALS

PROCUREMENT NUMBER: 21-005

**Une version française de l'Appel d'offre sera disponible sur demande. Les soumissionnaires peuvent présenter leurs propositions dans l'une ou l'autre des langues officielles.**

The Agency for Co-operative Housing is requesting Proposals from **IT service providers** for **Managed Information Technology Services**.

**CLOSING DATE:** Proposals must be received **no later** than 5:00 p.m. ET on **31st March 2021**.

Bidders are asked to submit an Expression of Interest **by 12 March 2021**. The Agency reserves the right to conduct a bidder pre-qualification process following the receipt of expressions of interest.

### 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. Established in 2005 after ten years of lobbying by the Co-operative Housing Federation of Canada, the Agency for Co-operative Housing is a non-governmental organization entrusted with managing the federal government's co-operative housing programs in B.C, Alberta, Ontario, and PEI under an agreement with CMHC. Funding from CMHC reflects the size of the portfolio the Agency manages.

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 Agency has selected Microsoft as its cloud services provider. The Service Provider will provide support to the Agency's strategic information technology planning and decision-making processes. These services, hereinafter referred to as "**core services**" will be billed at a predetermined monthly rate.

**Core services** are required in several defined areas:

- Network administration
- Server administration
- Security administration

- Microsoft Cloud and Azure administration
- Desktop support
- Help Desk
- Third party facilitation
  - Liaising with selected third-party service providers - e.g. internet service provider
- Strategic information technology planning

The Service Provider will also provide solution architecting and technical project delivery, ensuring that the Agency's IT infrastructure meets organizational needs as well as business continuity and disaster recovery planning requirements. These services, hereinafter referred to as "**Infrastructure Project services**" will be billed by project, at predetermined hourly rates.

**Infrastructure Project services** are required in several defined areas

- IT infrastructure planning and design
- IT infrastructure technical project delivery
- IT hardware and application software procurement and, where applicable, set-up

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. Specifically, the Agency will continue to be responsible for budget preparation and control and IT policy development and oversight, with input, as required from the Service Provider. The Agency will also continue to be responsible for ongoing maintenance and development of the Co-operative Housing Agency Information System ("CH AIS"), the Agency's custom-built web-based information service, as well as the content administration of its Microsoft SharePoint document management and collaboration tool.

### **Start Date and Duration of Service**

The Agency will enter into a 3-year agreement with the successful Bidder, renewable at the Agency's sole discretion for a further 3-year period, provided the services performed during the first period are to the Agency's satisfaction. An agreement start date of **01 July 2021** is anticipated.

### **3. BACKGROUND**

Headquartered in Ottawa, the Agency also has a regional service centre in Toronto. The Agency employs 50 staff members for the most part around Ottawa, Toronto, Vancouver, and Calgary. As of February 2021, all staff are working from home. The

Calgary and Vancouver physical offices will close this year with staff continuing to work from home. The Toronto office will move to a secure space within a coworking environment with seven workstations accessing the network remotely. Only the Ottawa office will continue to have a traditional office set up. All staff will continue to have the option to work remotely from their homes.

The server and desktop infrastructure within the Agency is largely virtualized using VMware ESXi 5.1, running on four hosts located in Ottawa, with a plan to reduce this number as services are moved to the cloud. Most employees have a laptop or desktop running Windows 10 and Microsoft 365. Some employees in specialized roles (e.g., database administration and software quality assurance) run specialized applications such as SQL Server Management Studio and Microsoft Visual Studio. The Ottawa support centre is connected to the internet via a burstable 1 Gbps fibre connection. A fibre channel SAN is used for shared first-tier storage. Incremental data backups with one hour granularity are handled using an Enterprise Backup Server that allows for critical servers to be restored quickly and backups are copied off-site. The Ottawa LAN is implemented using Cisco equipment. The Agency uses a TELUS softphone solution for external communication and MS Teams for internal. Additional details on the Agency hardware and application environment are provided in **Appendix A (High-Level Overview of our Environment)**

The Agency's business continuity and disaster recovery plan requires that all employees be able to connect to Agency systems from their homes. We were able to successfully transition to working from home when the pandemic hit in early 2020. Remote access is also required for employees travelling on Agency business. Both Agency staff and external contractors connect to the Agency network using a Dell NetExtender VPN client.

The Agency runs a largely paperless work environment, depending on an electronic system for document management, storage and sharing. The Agency communicates with approximately 500 clients of the federal programs it administers, their auditors and a team 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.

#### **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 **during normal business hours**. **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 until at least 5:00 p.m. local time. Emergency support outside of these hours, as specified below, must be available.

## **REQUIRED SERVICES**

The purpose of this RFP is to invite prospective vendors to submit a response for managed IT professional services related to:

- Microsoft 365
- Microsoft SharePoint Online
- IT managed services Help Desk and IT Operations
- Business Intelligence and Data Services
- General IT assistance and knowledge

Any services that the Service Provider does not include in their monthly fee should be clearly identified in the submitted proposal.

## **CORE SERVICES**

### Network Administration

- Up/Down status and alerting of network elements via either on-site or remote equipment
- Configuration changes/upgrades/patches; reprogramming for port speeds, routing table changes, etc.; monitoring and regular installation of patches; installation of version changes
- As needed, design of new network LAN 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 physical and virtual server administration and management services including backup, server operating system upgrades, and patches; performing OS rollouts as required
- Configuration and continuing maintenance of VMware virtual servers
- Performing daily full and incremental backups, including regular reporting of backup results, notification within one business day of a backup failure, and ability to fully restore servers if required
- Complete monitoring and alerting of server CPU and memory 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.

- Technical leadership for server technology issues including utilization and deployment

#### Cloud Services Administration

- Provider must be a Microsoft Partner with ability to administer and invoice the Agency's Microsoft cloud subscription and licenses
- Regular monitoring, reporting and alerting of cloud tenant health and performance
- Provider must have a Business Continuity and Disaster Recovery plan
- Provider is to provide reliable back up and replication of data
- Experience with SharePoint Online, Teams and OneDrive is essential
- MS365 Governance

#### 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.
- Virus detection and maintenance of virus definitions
- Project management for security changes
- Review and provide information for independent IT security audits as requested
- Engineering, planning, and design services for security
- Optional, working with security specialists plan, deliver and measure the effectiveness of security awareness training for Agency staff and contractors

#### Laptop and Desktop Support

- Hardware support and coordination of repairs with hardware warranty providers
- Administration of Azure Active Directory users and groups, including creating profiles for new Agency staff and contractors
- Administer and maintain group policies
- New system purchase, install and software setup for new staff and contractors
- Assistance with VPN and Terminal Services setup for all staff on their home computers (this connection is required under the Agency's Disaster Recovery Plan)
- Backup and recovery of user profile folders

- Network connectivity support for users travelling on Agency business
- Office wide upgrade of non-cloud operating system and application software
- Virus and Malware removal
- Planning and roll out of Microsoft operating system and application patches

#### Help Desk

- Provide a single point of contact on IT-related problems for all employees, including independent contractors (related to use of Agency systems)
- Log and track all calls
- Provide on-line (web-based) tracking of tickets by designated Agency staff
- Resolve calls related to issues with Agency supported software and hardware
- Liaise with appropriate third-party service providers as required to facilitate resolution of issues
- Monitor ticket status through to closure and obtain Agency approval as required for purchases and network changes
- Escalate to second and third tier technicians as required to resolve issues within expected service delivery timeframes
- Maintain an inventory of all IT components including software licensing; reports of current inventory, license status and cost to be available on demand
- Produce quarterly management reports on help desk services provided

#### Strategic information technology planning

- Participate as requested in meetings with the Agency's Director Information Services and the Agency's IT Governance Group
- Participate in monthly meetings with the Director Information Services and the Specialist, Information Technology.
- Make recommendations for technological and process improvements
- Participate in the annual IT budgeting process

#### General

- Participate in strategic planning on all aspects of IT Services
- Maintain necessary documentation on Agency systems, including network diagrams, server configuration, installed software, security policies and procedures

## INFRASTRUCTURE PROJECT SERVICES

### IT infrastructure planning and design

- Based on the strategic needs of the Agency, propose improvements to the Agency's IT infrastructure
- As necessary, prepare project proposals, for approval by the Agency's IT Governance Group

### IT infrastructure technical project delivery

- Implement approved projects, following sound project management methodology, providing all required technical resources, including project manager, as supervised by the Agency's Director Information Systems

### IT hardware procurement

- For both infrastructure projects and discreet hardware purchases, act as a purchasing agent for the Agency, sourcing all required hardware and providing multiple quotes when requested.

## 4.1 REPORTING AND MEETING REQUIREMENTS

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	Monthly for first year, quarterly thereafter
Meetings with the Agency's IT Governance Group	as requested, (major projects)
Regular Status Meetings	monthly
Annual Planning/Budgeting Meetings	1
Annual Relationship and Satisfaction Evaluation	1
Review of Security Audit and Cyber Awareness findings	As needed
Service Review Meetings	As needed

## **4.2 EXPECTED SERVICE LEVELS**

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

## **5. AGREEMENT FOR SERVICES**

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

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

### **Schedule A**

- Paragraph 13 dealing with security screening.

### **Schedule B**

- Paragraphs 7 to 11 dealing with compliance with Agency policies regarding ethical conduct, client service, bilingual services, confidentiality and access to information, and privacy; specific requirements respecting ethical conduct; conflicts of interest and loyalty; and specific requirements respecting the protection of information.
- Paragraphs 12 to 15 requiring adequate staffing approved by the Agency.
- Paragraphs 16 and 17 requiring appropriate voicemail, computer equipment and software, and Internet access.
- Paragraphs 24 to 31 respecting fidelity bonding, liability insurance, errors and omissions insurance and workers' safety insurance.

## **6. PROPOSAL SUBMISSION REQUIREMENTS**

All Proposals must be presented in the following format, with no sections excluded.

**Incomplete proposals will not be considered.**

### **Section 1: Introduction and General Information**

This section of the Proposal should contain

- a summary of the Bidder's business operations, including how long it has been in business and how long it has provided similar services.
- a summary of the Bidder's understanding of the objectives and requirements of this RFP.



- an explanation of why the Bidder believes it is qualified to perform and complete the services requested under this RFP.
- confirmation that the Bidder has or can obtain the insurance coverage required under this RFP.

## **Section 2: Statement of Service**

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

Appendix B of this RFP must be included and answered in the proposal.

## **Section 3: Qualifications**

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

If the Bidder proposes to use any sub-contractors, those sub-contractors and their role should be disclosed.

As appropriate, Bidders should provide samples of previous work.

Please provide details of three current customer accounts as references that are similar in scope and requirements to those of the Agency.

## **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 be in Canadian Dollars and indicate

- the proposed fixed annual cost for all services identified in Part 4 of this RFP for the initial term of the agreement with the Service Provider, ending 30 June 2024
- 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.

Because the Agency's staffing and device requirements may change over the life of the contract, Bidders are encouraged to build a pricing structure that is variable in function of device count, staff contingent or some combination thereof.

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 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.

## **Section 6: Contract Form**

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

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

## **Section 7: Insurance Certificates**

Enclose proof that all insurance coverage noted in this RFP as required is already held or will be available to the Bidder.

## **Section 8: Security Clearances**

Enclose any available evidence that the individuals who will provide the services requested under this RFP, whether members of the Bidder's personnel or of the personnel of sub-contractors the Bidder will employ, have valid Security Clearances issued by the Government of Canada or indicate that security clearances will be sought.

## **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. Proposals will be evaluated against the following criteria:

- Has the Bidder adequately demonstrated that it meets the requirements set out in 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 the following person:

Vicki Lackman, Specialist IT  
The Agency for Co-operative Housing  
Tel: 778-327-6017 ext. 202  
Email address [vlackman@agency.coop](mailto:vlackman@agency.coop)

Please also include the following people in Cc:  
Bridget Bayliss: [bbayliss@agency.coop](mailto:bbayliss@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 in electronic form (PDF) by e-mail to Vicki Lackman at [vlackman@agency.coop](mailto:vlackman@agency.coop). The Procurement Number must appear on the subject line of the e-mail message. The Bidder's name, the Procurement Number and the page number should be included on each page of the Proposal. Following the closing date, the Agency may ask Bidders to provide additional data or material to support their Proposals.

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

## **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. The Agency will give preference to IT Service Providers whose data is stored on Canadian Servers.

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

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

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

## **11. APPENDICES**

- Appendix A: Overview of our Environment
- Appendix B: Scope of Services
- Appendix C: Agreement for Services

## **APPENDIX A**

### **Overview of our Environment**

#### **SERVER INFRASTRUCTURE**

The server infrastructure is located in the Ottawa office site. The components of our server room are described below.

##### ***Server Cluster***

The cluster consists of four Dell host servers providing computing. A Nimble SAN provides storage. They are connected via iSCSI by a pair of Dell core switches. VMWare is used as the virtualization platform and the system is specked for N+two redundancy with the hosts.

In addition, an older physical-storage server contains archived data.

A backup server is in place on site and the backup platform is StorageCraft. Hourly full-image-level backups of all servers are stored on site and replicated off site at the Montreal datacentre.

##### ***Virtual Servers***

There are currently 14 production Windows-based virtual servers supported by the cluster.

##### ***End-User Systems***

End-user workstations (a mix of desktops and laptops) are configured with Windows 10 and Microsoft 365. We use other applications including Adobe Pro version 17, Creative Cloud, Sage 300, and Wrike.

Employees are using laptops and desktops with the following core components:

- Most key work files are stored in SharePoint 2016, which runs on an on-site server.
  - We are currently in the process of migrating to SharePoint Online.
- Some other important work files are stored on in-house **file servers** on the Agency network.
  - We are currently in the process of migrating to SharePoint Online.
- Users' personal files are synced between the user's computer and Agency servers via **folder redirect**.
- E-mail is run online with **MS Exchange**.
- Users are currently using MS 365 applications.

Other secondary services (not core to all users) that are connected to servers are:

- Tableau Application
- Sage 300 Accounting

### ***Internet and Gateway Devices***

The Ottawa office's primary connection is a 1 Gbps fibre with a backup connection provided by BluArc. The firewall in Ottawa is SonicWALL NSA4600. The firewall has Advanced Gateway Security Suite subscription for security and support.

### ***Switching and Wireless***

The current access switches in Ottawa are a combination of PoE and non-PoE gigabit Cisco switches. Wireless access is provided through Aruba access points in the Ottawa Office. The corporate network allows access to secured resources and uses the local Internet service for Internet access, while the guest network is secured, and all traffic is routed through Ottawa on a lower-speed secondary Internet connection.

### ***CHAIS Host (Montreal)***

A single Dell host server in a Montreal datacentre provides external access to a custom line of business applications known as the Co-operative Housing Agency Information System (CHAIS). There are two virtual servers: a web server in the DMZ, and a protected SQL server. A separate Internet connection for this site is provided through the datacentre, as well as a VPN tunnel established by the firewall to the Ottawa head office. The CHAIS SQL server uses real-time replication to duplicate the CHAIS databases to the Ottawa SQL server. Reports are typically generated using the replica databases.

Local backups using StorageCraft are stored on a NAS and are sent offsite to the enterprise-backup server in Ottawa.

### ***Information-System Testing***

Agency staff perform quality-assurance testing on CHAIS application builds prior to their release in the production environment. This is currently done in Ottawa using high-performance desktop systems running the web front end with test databases stored on the SQL4 database server. For application performance, it is highly desirable that the web server and database server be co-located to minimize latency.

### ***The Agency's Needs***

The deliverables above should take cognisance of the Agency environment and the needs indicated below.

### ***User satisfaction***

User satisfaction is paramount at the Agency. The IT team makes substantial efforts to ensure that new software and hardware deployment goes smoothly. We go above and beyond to make sure that the impact of migration and new deployment is minimal. Much time is spent on new-version research, planning, piloting and deployment of new software and hardware, and training in its use.

We also take additional steps to prevent, study and monitor outages. Staff are given at least 48-hours' notice of planned outages. Unplanned outages are monitored, and staff receive regular status updates.

The Agency's IT team works very closely with the IT Managed Service Desk team to make sure IT tickets receive proper responses and observations are shared with the Service Desk Manager to assist the firm in improving its service.

### ***Maintenance costs***

The Agency incurs various types of operating and capital costs to maintain its current environment. The operating costs include software subscription and licenses, small hardware and equipment replacement, consulting and project-management services to work on system migration or new deployment, and equipment-warranty fees and professional-services hours when making changes to our environment. The capital costs include replacement of servers, computer replacement at staff workstations, Windows and MS Office upgrades, UPS, switches, storage, and air conditioning.

### ***Electronic files***

The Agency has been a paperless organization for over ten years. As a result, most of our files are stored electronically—mainly in SharePoint. Users have dual monitors and can save their own files in a redirected folders system that allows them to ensure that files are synchronized if they work offline. The Agency's client files are accessible through Windows Explorer.

### ***Security***

The Agency Information Technology and Information Systems departments need to comply with the Information System Security policy. Following an internal IT audit, the Agency received best-practices recommendations. A copy of the internal-audit recommendation and Security Policy can be shared with the winning bidder.

## **APPENDIX B: CONFIRMATION OF SERVICES**

**This Appendix must be included with the proposal.**

We hold ourselves accountable to our owner, the Co-operative Housing Federation of Canada, to Canada Mortgage and Housing Corporation, on whose behalf we administer the federal co-operative housing programs, and to our co-op clients. Client-centered service puts the needs and concerns of housing co-operatives at the core of all we do. The Agency has published a set of standards that our staff have pledged to meet in delivering timely, knowledgeable, and courteous client service. We report our success in achieving these service standards through an [Annual Report Card](#).

A high-functioning IT and IS environment is key to ensuring the Agency can meet its various client-service standards.

Please complete the following table. **Commitment to the following reporting metrics**

Meeting/Reporting	Per Year	Comments
Service Level Reports	Monthly for first year, quarterly thereafter	
Meetings with the Agency's IT Governance Group	as requested, (major projects)	
Regular Status Meetings	monthly	
Annual Planning/Budgeting Meetings	1	
Annual Relationship and Satisfaction Evaluation	1	
Review of Security Audit and Cyber Awareness findings	As needed	
Service Review Meetings	As needed	



## **SERVICES**

**Section 4.1 provided a detailed breakdown of our required services. With these requirements in mind, please address the questions below. Marketing materials are acceptable in this section.**

### **Corporate Information**

1. Give a brief overview of your organization's involvement in providing IT value added services in the marketplace.
2. How long has the organization been in this business and what is your current market share?
3. In what Canadian cities do you maintain offices?
4. Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support?
5. Please describe your relationships and experience with manufacturers and major distribution partners in the Canadian technology marketplace.
6. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
7. Please describe your organization's experience in transitioning clients to public or private cloud technology from more traditional IT service models.

### **Proposed Approach and Solution**

1. Please provide a proposed work plan for a migration to your organization as IT managed services provider. Specifically, provide the following information:
  - a. Key activities
  - b. Timing
  - c. Information/resource requirements from the Agency
  - d. Deliverables
  - e. Key milestones, checkpoints, and other decision points
2. Please identify the team that will be assigned to the account and describe how you plan to interact with us and any third-party providers that may provide services to the Agency.
3. Please describe your experience in providing the following value-added services:
  - a. Remote backup
  - b. Technology strategy planning
  - c. Solution design
  - d. Network and email system monitoring
  - e. Procurement management
  - f. Move, Add, Change (MAC)
  - g. Warranty, break fixes and installation

- h. Technical support, including remote user support
  - i. Reporting and communication
  - j. IT policy review and development
  - k. Implementation planning and guidance
  - l. Image development and management services
  - m. Image loading
  - n. Configuration
  - o. PC deployment
  - p. On-site implementation of business applications
  - q. Asset inventory management
  - r. Life cycle management of hardware units
  - s. Software licensing control
  - t. Warehousing (optional)
- 4. Please describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.
  - 5. Can you provide specific examples of how you have worked with customers that began with significant technology limitations and helped to successfully transform them into organizations with well planned and executed technology strategies? What were the critical success factors in this transformation?
  - 6. How can we be confident that hardware pricing levels will be aggressive and will remain highly competitive over a multi-year period during which new models may be introduced?

### **Support**

- 1. Describe fully your technical support options including the assistance request process, escalation process, support hours, **response times**, staffing levels, staff expertise, and physical location of the help desk.
- 2. Please provide details on your standard reporting capabilities.
- 3. Please make note of any standard service levels you have and remedies you have in case service falls below this standard. Detailed metrics on response times and formulas is ideal.
- 4. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
- 5. What options are available for user training and technical training that may be required by our staff?
- 6. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
- 7. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?
- 8. The Agency's user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.

## **Financials**

1. Describe the pricing model(s) that you typically employ for your standard services.
2. What does your invoice look like?
3. What is the standard markup that you charge on the following types of technology units?
  - a. Desktops
  - b. Laptops
  - c. Servers
  - d. Other hardware
  - e. Software
4. Please indicate the charges associated with each of the following services in Canadian dollars, including the key driver of each cost and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.
  - a. Remote backup
  - b. Technology strategy planning
  - c. Solution design
  - d. Network and email system monitoring
  - e. Procurement management
  - f. Move, Add, Change (MAC)
  - g. Warranty, break fixes and installation
  - h. Technical support
  - i. Reporting and communication
  - j. IT policy review and development
  - k. Implementation planning and guidance
  - l. Image development and management services
  - m. Image loading
  - n. Configuration
  - o. PC deployment
  - p. On-site implementation of business applications
  - q. Asset inventory management
  - r. Life cycle management of hardware units
  - s. Software licensing control
  - t. Warehousing
5. Do you offer service bundles and if so, describe the effect of this bundling on pricing?

## **APPENDIX C: AGREEMENT FOR SERVICES**

Agreement follows this page.



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

## AGREEMENT FOR SERVICES

PROCUREMENT NUMBER: 21-005

THIS AGREEMENT IS MADE AS OF *SELECT DATE* BETWEEN

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

Phone: (613) 234-4557

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

(the "Agency")

—AND—

[Contractor Name]

[Contractor Address]

Phone: [Contractor Phone]

E-mail: [Contractor Email]

(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.
4. **Payment:** The Agency agrees to pay for the Services as provided in Schedule A.

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Contractor Initials:

Agency Initials:

5. **General terms:** The parties will observe the terms and provisions set out in Schedule A.
6. **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.
7. **Schedules:** This document is called the Contract. The Contract and the Schedules to the Contract form the Agreement between the Agency and the Contractor. In the event of any conflict, the Contract will govern over all Schedules, Schedule A: Specific Terms will govern over Schedule B: Terms and Provisions, and Schedule B: Terms and Provisions will govern over Schedule C: proposal Documents.

**SIGNED:****THE AGENCY FOR CO-OPERATIVE HOUSING**

By:

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*Insert Name**Insert Title*

I have authority to bind the Agency.

**[CONTRACTOR NAME]**

By:

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*Insert Name**Insert Title*

I have authority to bind the Contractor.

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Contractor Initials:

Agency Initials:

## SCHEDULE A

### SPECIFIC TERMS

1. **Description of Services:** Managed IT Services
2. **Level of services:** Service levels as detailed in the proposal in Schedule C.
3. **Term:** The term of this Agreement will begin on 01 July 2021 and end on 30 June 2024. At the Agency's sole discretion and provided the Contractor's Services are to the Agency's satisfaction, the Agreement may be renewed for a further term of up to 36 months. 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 Director, Information Services.
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:** The Agency agrees to pay fees for the services rendered pursuant to this Agreement at the rate of \$XX.XX per hour, plus applicable taxes. The maximum fee for all services rendered under this Agreement, exclusive of applicable taxes, is \$XX.XX. The Agency will not pay any fees billed in excess of this limit.
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 additional expenses:** None.
9. **Timing of payment:** The Contractor will render its invoice in PDF format to [accounting@agency.coop](mailto:accounting@agency.coop) after the end of each calendar month for services performed during that month and any permissible expenses. The Contractor's invoice will include the procurement number shown at the top of this Agreement. Payment of fees and expenses is due within 30 days of receipt by the Agency of the Contractor's invoice.

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Contractor Initials:

Agency Initials:

10. **Contractor's costs:** Except as may be stated in the next paragraph, the fee under paragraph 7 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.
13. **Security screening:**
  - (a) At any time, on written notice to the Contractor, the Agency in its sole discretion may require a Government of Canada security clearance to the level determined by the Agency ("Security Clearance") of the Contractor and each individual employee or subcontractor of the Contractor who will perform any obligation under this Agreement on the Contractor's behalf.
  - (b) If the Agency requests a Security Clearance for any individual who will perform any obligation under this Agreement, the Contractor will deliver without delay to the Agency with respect to that individual
    - (i) evidence that the individual has a valid Security Clearance issued by the Government of Canada; or
    - (ii) a signed application for a Security Clearance in the form required by the Government of Canada and all required supporting information to obtain the Security Clearance.
  - (c) If, for any reason, the Contractor or the Agency is unable to obtain a Security Clearance with respect to any individual who will perform any obligation under this Agreement (including, but not limited to the Contractor's failure to perform its obligations under paragraph 16 (b), or the refusal of the Government of Canada to issue a Security Clearance for the individual for any reason), then the Agency may terminate this Agreement immediately on written notice to the Contractor, without penalty or damages other than payment for services performed prior to the termination.

**End of Schedule A**

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Contractor Initials:

Agency Initials:



## SCHEDULE B

### TERMS AND PROVISIONS

#### PERFORMANCE REQUIREMENTS

1. **Standard of performance:** The Contractor will perform the Services in accordance with normally accepted professional standards of care, diligence and skill for similar services.
2. **Directions of Agency:** The Contractor will act according to specific directions from the Agency.
3. **Legal requirements:** 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

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Contractor Initials:

Agency Initials:

- (v) Privacy Policy
  - (vi) Sustainability Policy
  - (b) The Agency may notify the Contractor of other Agency policies relevant to the Services with which the Contractor must comply. The Agency's policies are available at <http://www.agency.coop> or upon request from the Agency.
  - (c) If the Contractor becomes aware of any way in which the Contractor or the Agency has not complied with any Agency policies, it will promptly notify the Reporting Officer in writing, making any suggestions for dealing with the situation.
8. **Ethical Conduct Policy:** The Contractor and all members of its staff will comply with the Agency's Ethical Conduct Policy. They must conduct themselves at all times so as not to cause embarrassment to the Agency or bring its good name or that of its government clients into disrepute.
9. **Conflicts of interest or loyalty:**
- (a) The Contractor, any subcontractor authorized under this Agreement to deliver any part of the Services, and all members of their staffs 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.

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Contractor Initials:

Agency Initials:

**10. 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) and will, without limitation
  - (i) collect and use information only as allowed under the Information Policies;
  - (ii) safeguard information as required under the Information Policies;
  - (iii) neither disclose nor 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 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.
- (d) The use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the Agency; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

**11. Intellectual property:**

- (a) All intellectual property created through or in connection with the performance of the Services will be the property of the Agency and the Contractor hereby assigns all rights in all such intellectual property to the

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Contractor Initials:

Agency Initials:

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

12. **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. The Contractor’s staff includes subcontractors and their staff. 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.
13. **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.
14. **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.
15. **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.

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Contractor Initials:

Agency Initials:

16. **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) an answering machine or voicemail service;
  - (b) high-speed Internet access;
  - (c) computer equipment and software sufficient to perform the Services efficiently.
17. 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**

18. **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 National Joint Council of the Public Service 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;
  - (d) the Agency's standard meal and incidental-expense allowance for each member of the Contractor's staff when travelling outside of the staff member's locality;
  - (e) taxi or parking costs;
  - (f) car-rental costs.

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. 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.

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Contractor Initials:

Agency Initials:

19. **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**

20. **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.
21. **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.
22. **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.
23. **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.
24. **Contractor's fidelity bond:** If required under the Contract, Schedule A, Schedule 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.

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Contractor Initials:

Agency Initials:

25. **Contractor's general liability insurance:** The Contractor will maintain general liability insurance in an amount of not less than Two Million Dollars for each occurrence.
26. **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, Schedule C, or elsewhere in this Agreement.
27. **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."
28. **Workers' Safety Insurance:** The Contractor will maintain any workplace safety insurance or workers' compensation insurance ("Workers' Safety Insurance") that is legally required by the appropriate government or government-designated body in the relevant province.
29. **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' Safety Insurance coverage, as applicable, at the time of signing this Agreement and at other times requested by the Agency. It will also, on request, deliver a Workers' Safety Insurance 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.
30. **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.
31. **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.

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Contractor Initials:

Agency Initials:

32. **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.

## TERMINATION

33. **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.
34. **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.
35. **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.
36. **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.

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Contractor Initials:

Agency Initials:



- (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.
37. **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 required above (not exceeding what the Agency would have been required to pay if it had given the full notice stated under this Agreement).
38. **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.
39. **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.
40. **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.
41. **Delivery of Agency Property:** On termination of this Agreement, the Contractor will deliver everything in its possession, power or control that (i) belongs to the Agency, (ii) the Contractor received from the Agency, or (iii) the Contractor created for the Agency, including all tangible property and all information and data, including all information about CMHC, housing co operatives or their residents. The Contractor will destroy all copies of Agency-provided information and data, after providing a copy to the Agency. Notwithstanding the foregoing, the Contractor may keep one copy, for archiving purposes, of all non-personal information relevant to any report, conclusions or recommendations prepared by the Contractor provided it respects the requirements of this Agreement respecting confidentiality.
42. **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

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Contractor Initials:

Agency Initials:

confidentiality and indemnification obligations, and any obligations arising out of a default.

## DISPUTE RESOLUTION

43. **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.
44. **Mediation:** The parties will consider non-binding mediation as a way to resolve their differences. They will do this prior to any arbitration.
45. **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.
46. **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.
47. **Procedure:** The arbitrator will set the procedure for the arbitration in accordance with the Ontario *Arbitration Act*.
48. **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.
49. **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.
50. **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.
51. **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*.

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Contractor Initials:

Agency Initials:

52. **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.
53. **Confidentiality:** To the extent permitted by the *Arbitration Act*, the arbitration proceedings and decision will be confidential between the parties.
54. **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.
55. **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

56. **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.
57. **No exclusivity:** The Agency may obtain similar services from other parties and the Contractor may provide similar services to other parties.
58. **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.
59. **Applicable law:** This Agreement will be construed in accordance with and governed by the laws of Ontario, except where otherwise stated in this Agreement.

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Contractor Initials:

Agency Initials:

60. **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.
61. **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.
62. **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.
63. **Assignment and subcontracting:** 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.
64. **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.
65. **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.
66. **Notice:** Any notice under this Agreement may be given by personal delivery, by prepaid registered mail 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 Manager, Finance and Facilities. Either party may change its address for notice by a notice given under this paragraph.

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

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Contractor Initials:

Agency Initials:

mail services. No other notice or other document will be deemed to have been given or delivered until actually received.

Ordinary operational communications between the Contractor and the Agency may be addressed by the Contractor to the Reporting Officer.

67. **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.
68. **Signing this Agreement:** This Agreement may be signed by electronic signature.
69. **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.
70. The Contractor and the Agency acknowledge that this Agreement is not being signed under any form of compulsion or duress and that the Contractor and the Agency have had an opportunity to obtain legal or other advice and to try to negotiate changes.

**End of Schedule B**

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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 *Select date*
- Proposal by the Contractor dated *Select date*
- Correspondence:
  - (a) *List Correspondence and date (i.e. Contractor email dated yyyy-mm-dd)*

**End of Schedule C**

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Contractor Initials:

Agency Initials: