REQUEST FOR PROPOSALS
For IMPLEMENTATION OF A PROJECT MANAGEMENT OFFICE

RFP No. MHCC-CS-2013-2014-01

ISSUE DATE: 04/09/2013
DEADLINE FOR PROPOSAL ENQUIRIES: 09/09/2013
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPOSAL ENQUIRIES: 13/09/2013
PROPOSAL SUBMISSION DEADLINE: 18/09/2013

PROPOSAL ENQUIRIES only by e-mail to: fjohnston@mentalhealthcommission.ca

**Proponents must reference this RFP number (RFP No. MHCC-CS-2013-2014-01) in the subject line of their correspondence**

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About us

The Mental Health Commission of Canada (MHCC) is a catalyst for improving the mental health system and changing the attitudes and behaviors of Canadians around mental health issues. Through its unique mandate from Health Canada, the MHCC brings together leaders and organizations from across the country to accelerate these changes.

Each of its initiatives and projects is led by experts from across the country that brings a variety of perspectives and experience to the table. The MHCC’s staff, Board and Committee members all share the same goal - creating a better system for all Canadians.

The MHCC is funded by Health Canada and has a 10-year mandate (2007-2017). Among its initiatives, the MHCC is creating the country’s first mental health strategy, working to reduce stigma, advancing knowledge exchange in mental health, and examining how best to help people who are homeless and living with mental health problems.

How we work

In its role as a catalyst, the MHCC has created partnerships to focus on key projects and issues, and to make recommendations on how best to improve the systems that are directly related to mental health care. Examples include the justice system, primary health care, workplace, housing and others that impact the lives of Canadians living with a mental health problem or illness and their families.

The MHCC provides its recommendations to governments, service providers, community leaders and many others, and works with these partners to implement them so improvements are made.

Consulting with people who have experience living with a mental health problem or illness and their families is also a key aspect in all of the MHCC’s work.
Our History

In 2006, a Standing Senate Committee completed the first-ever national study of mental health, mental illness and addiction. It found an alarming number of challenges facing Canadians with mental health issues.

The Committee’s concerns were detailed in its report, Out of the Shadows at Last - Transforming Mental Health, Mental Illness and Addiction Services in Canada. The Committee also reaffirmed the need for a Mental Health Commission to provide an ongoing national focus for mental health issues.

The federal government created the MHCC the following year and named the head of the Senate Committee, the Honourable Michael Kirby, as the first chairperson.

All federal parties voted in favour of the creation of the MHCC, and it was endorsed by all provincial and territorial governments (with the exception of Québec
# Table of Contents

**DISCLAIMER**

Overview of MHCC

1.0 **INSTRUCTION TO VENDORS**

1.1 Invitation to Proponents

1.2 Enquiries

1.3 Proposal Submission

1.4 Agreement for Deliverables

1.5 Contract Period

1.6 No Guarantee of Volume of Work or Exclusivity of Agreement

1.7 RFP Timetable and Process

1.8 Mandatory Requirements

1.9 Evaluation Process and Criteria

1.9.1 Mandatory Criteria

1.9.2 Rating Criteria

1.9.3 Stages of the Proposal Evaluation

1.10 Pricing and Timing

2.0 **SUPPLEMENTARY TERMS AND CONDITIONS**

2.1 All New Information to Proponents by way of Addenda

2.2 Ownership of Proposals

2.3 Governing Law of RFP Process

2.4 Proponents to Follow Instructions

2.5 Proponents Shall Bear Their Own Costs

2.6 Communication after Issuance of RFP
Table of Contents - Continued

2.7 MHCC May Seek Clarification and Incorporate Response into Proposal .................14
2.8 RFP Incorporated into Proposal ..................................................................................15
2.9 Confidentiality ........................................................................................................15
2.10 Disqualification .....................................................................................................15
2.11 Reserved Rights ..................................................................................................15
2.12 Bait and Switch ....................................................................................................16
2.13 Execution of the Agreement ................................................................................16

SCHEDULE A - SERVICES AND DELIVERABLES ..................................................17
Objectives/Purpose .................................................17
Project Scope ..........................................................17

SCHEDULE B - FORM OF OFFER .................................................................18

SCHEDULE C - FEES AND BILLING .............................................................22

SCHEDULE D - REFERENCE FORM ............................................................23

SCHEDULE E - TERMS AND CONDITIONS OF THE AGREEMENT ..............25
1.0 INSTRUCTION TO VENDORS

1.1 Invitation to Proponents

This Request for Proposals ("RFP") is an invitation to suppliers (the “Proponents”) to submit proposals (the “Proposals”) to implement a project management office and services as described in Schedule A (the “Deliverables”). This RFP is issued by the Mental Health Commission of Canada (the “MHCC”), a not-for-profit corporation funded by Health Canada.

1.2 Enquiries

Proponents should forward all enquiries and other communications via e-mail only to:

  fjohnston@mentalhealthcommission.ca

All enquiries must be made via e-mail to the e-mail address above and enquiries submitted in any other way will not be accepted or answered. Proponents acknowledge that all enquiries received from Proponents and corresponding responses provided by the MHCC will be disclosed to all Proponents by way of an Addendum.

All enquiries and communications must be received prior to the Deadline for Proponent Enquiries set out in Section 1.7.

1.3 Proposal Submission

Proponents must submit their Proposals in two separate parts. One part will contain the price portion of the Proposal using the Pricing Sheet in Schedule C. The other part will contain the rest of the Proposal. Each part must be submitted in a separate sealed package or electronic file in accordance with the instructions in this section.

Proponents must submit one printed hard copy of the Proposal with original signatures, packaged in a sealed envelope and labelled with the Proponent’s name and address, and delivered to the address below before the Proposal Submission Deadline set out in Section 1.7:

Mental Health Commission of Canada
Attn: F. Johnston
110 Quarry Park Blvd. SE
Suite 320
Calgary, Alberta
T2W 1S7
Proponents must also submit one electronic copy in Microsoft Word format or portable document format (PDF), sent by e-mail to the e-mail address shown below before the Proposal Submission Deadline.

E-mail: fjohnston@mentalhealthcommission.ca

Proposals submitted in any other manner will not be accepted.

In the event of conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the hard copy of the Proposal shall prevail. Both the hardcopy and electronic copy must be submitted before the Proposal Submission Deadline. Failure to deliver either the hard or electronic copy to the MHCC before the Proposal Submission Deadline will result in disqualification. It is the sole responsibility of the Proponent to ensure the hardcopy and the electronic copy are received by the MHCC before the Proposal Submission Deadline.

1.4 Agreement for Deliverables

The selected Proponent will be required to enter into an agreement with the MHCC to act as agency of record for the provision of media relations services (the “Agreement”) and the Agreement shall include the terms and conditions set out in Schedule E to this RFP.

1.5 Contract Period

It is the MHCC’s intention to enter into an Agreement with only one (1) legal entity to establish a project management office and provide project management services to the Commission. The term of the Agreement is to be for a period of six (6) months with an option in favour of the MHCC to extend the Agreement on the same terms and conditions for an additional term of up to six months.

Any Proponent who submits conditions, options, variations or contingent statements to the terms and conditions set out in Schedule E, either as part of its Proposal or after receiving notice of selection, may be disqualified.

1.6 No Guarantee of Volume of Work or Exclusivity of Agreement

The MHCC makes no guarantee of the value or volume of work to be assigned to any Proponent. Any Agreement executed with a selected Proponent will not been an exclusive contract for the provision of the described services and deliverables. The MHCC may contract with others for the same or similar services and deliverables to those described in this RFP or may obtain the same or similar services and deliverables internally.
1.7 **RFP Timetable and Process**

The following is the schedule for this RFP:

**ISSUE DATE:** 04/09/2013

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**PROPOSAL SUBMISSION DEADLINE:** 18/09/2013

1.8 **Mandatory Requirements**

The Proposal shall include:

- An executive summary;
- A summary of the Proponent’s understanding of the requirements;
- Information about the qualifications and experience of the Proponent’s organization;
- List of any current and past clients (i.e. within the last three years) in health/mental health/government/non-profit or related fields for whom you have worked in a similar vein;
- References for three different clients (excluding the MHCC) for whom the Proponent has provided project management services and project office processes within the past three years (Schedule D, Form 1).
- List of proposed team members (name, title, biography, relevant qualifications/experience and month/year each team member joined the proponent organization);
- An overview of the proposed team structure (i.e. reporting relationships) specific to this account and the role/expected level of each team member’s participation in the account;
- Two references (excluding the MHCC) for each proposed team member, reflecting work done within the past three years (Schedule D, Form 2).
Information about the Proponent Organization’s fees as they relate to this proposal, including:

i. Sample budget (Schedule C)

A completed and signed Form of Offer (Schedule B).

Failure to include any required components of the Proposal as listed above will result in disqualification of the Proposal (see Section 1.9.1).

1.9 Evaluation Process and Criteria

Proposals will be reviewed and evaluated by an evaluation committee which is comprised of representatives of the MHCC and may include external advisors (the “Evaluation Committee”).

1.9.1. Mandatory Criteria

- First, the MHCC will evaluate Proposals for compliance with the following Mandatory Criteria:
  - A complete written Proposal in accordance with this RFP including its Schedules and, in particular, Section 1.8 above.

Any Proposal that does not meet the Mandatory Criteria will be disqualified and will not be further evaluated.

1.9.2. Rating Criteria

Next, the MHCC will evaluate and score Proposals based on the following rating criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and experience of the Proponent organization</td>
<td>45%</td>
</tr>
<tr>
<td>Proposal shows evidence that the Proponent organization is stable in terms of billings, longevity and client roster. Supporting information could include:</td>
<td></td>
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<tr>
<td>- Number of years in business;</td>
<td></td>
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<tr>
<td>- Client billings for the year ending December 31, 2012;</td>
<td></td>
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<tr>
<td>- Areas of specialty;</td>
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<tr>
<td>- List of current clients who the Proponent has worked with for at least 3 years;</td>
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</tbody>
</table>
An explanation of how the Proponent organization’s qualifications and experience are aligned with the project requirements;
Proposal shows evidence of recent and relevant (i.e. health/mental health/government/non-profit or related) project management and processes delivered

- Proposal provides:
  - A brief summary of the relevant qualifications
  - Proponent organization’s staff retention rate
  - Proponent organization’s approach to contingency planning should a team member be unavailable to support the account or should a proposed member of the account team leave the Proponent Organization;

**Organization of proposal**
- Proposal content exhibits clear understanding of the MHCC’s needs and aligns strongly with requirements as summarized in this RFP
- Proposal demonstrates strong communications principles (e.g. clearly written and effectively organized with minimal typos/errors)

**Price/cost models**
- Fairness of price in relation to market value
- Perceived value (i.e. cost relative to service)(see Section 1.10 below)

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<tbody>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

### 1.9.3. Stages of the Proposal Evaluation

The MHCC will conduct the evaluation of Proposals in the following three (3) stages:

**Stage I**

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the MHCC, be disqualified and not evaluated further.

**Stage II**

Stage II will consist of a scoring by the MHCC of each qualified Proposal on the basis of the rating criteria. Proponents with the highest score may be invited to an in-person meeting (or teleconference, depending on geography), the purpose of which is to walk through their proposal in greater detail. The MHCC reserves the right to limit the
amount of proponents invited for an in-person meeting. A list of questions will be provided to shortlisted proponents in advance of the meeting.

Stage III

Upon completion of Stage II for all Proposals, the sealed pricing envelope provided by each Proponent will then be opened and Stage III will consist of a scoring of the pricing submitted. The evaluation of price shall be undertaken after the evaluation of mandatory requirements (Stage I) and any rated requirements (Stage II) has been completed.

Cumulative Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and, subject to satisfactory reference checks and the express and implied rights of the MHCC, the highest scoring Proposal will be selected and the Proponent of that Proposal will be invited to enter into the Agreement in accordance with Sections 1.4, 1.5 and 2.13.

The MHCC intends to award an Agreement to the Proponent who submits the most advantageous Proposal to the MHCC as determined by the MHCC through the evaluation process.

The Proposal with the lowest price will not necessarily be selected. While price is a determinant in the selection process, it is to be clearly understood that there must be a full and complete understanding of the services/deliverables to be provided, demonstrated through the Proposal as presented, as well as a commitment to the Agreement terms and conditions set out in Schedule E. It is the intention of the MHCC to enter into an Agreement with the Proponent providing the best value to the MHCC as identified through the evaluation process.

If no Proponents demonstrate appropriate qualifications or experience, the MHCC may, without liability cost or penalty, cancel this RFP or choose not to award an Agreement to any of the Proponents.

1.10 Pricing and Timing

Please submit the price structure for the services based on a monthly fixed fee as outlined on Schedule C.
The Proponent must submit pricing (Schedule C) in a separate sealed package or separate electronic file from the rest of the Proposal (see Section 1.3).

2.0 SUPPLEMENTARY TERMS AND CONDITIONS

The MHCC may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline.

This is an open tender and the RFP will be made available to all interested suppliers by posting it on the MHCC’s website.

2.1 All New Information to Proponents by way of Addenda

This RFP may be amended only by a written addendum (an “Addendum”) in accordance with this section. If the MHCC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by Addenda made available to all Proponents in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. Any amendments or supplements to this RFP made in any other manner shall not be binding. It is the sole responsibility of the Proponent to ensure that it has received all Addenda pertaining to this RFP. The MHCC will not take any responsibility for losses, misunderstandings, errors or omissions from the Proponent not having received or reviewed any and all Addenda.

2.2 Ownership of Proposals

All information obtained by the MHCC from Proponents in connection with this RFP will remain with the MHCC and be retained for internal purposes. Information provided by Proponents in response to this RFP may be disclosed by the MHCC if permitted or required by law.

2.3 Governing Law of RFP Process

The RFP process shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2.4 Proponents to Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.
Proponents responding to the RFP must provide additional information related to contacts and their corporate identity and status.

- The Proponents **must** submit a signed Form of Offer in the form of Schedule B with its Proposal.

- The Proponent must identify a single point of contact through which all communications from the MHCC will be channeled.

- Corporate information and signing authority: The legal status (incorporation, MHCC, etc.) and registered legal name of the Proponent must be clearly identified in the Proposal, along with the name, title and telephone number of the individual who will be the Proponent’s signing authority for the Agreement.

### 2.5 Proponents Shall Bear Their Own Costs

The Proponent shall bear all of its own costs associated with or incurred in the preparation, presentation and submission of its Proposal including, if applicable, costs incurred for interviews, site visits or demonstrations.

### 2.6 Communication after Issuance of RFP

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities, and may direct questions or seek additional information by e-mail to the e-mail address set out in Section 1.2 before the Deadline for Proponent Enquiries set out in Section 1.7. No such communications are to be directed to the MHCC in any other manner. It is the responsibility of the Proponent to seek clarification from the MHCC on any matter it considers to be unclear. The MHCC is under no obligation to provide additional information but may do so at its sole discretion.

### 2.7 MHCC May Seek Clarification and Incorporate Response into Proposal

The MHCC reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. The response received by the MHCC from a Proponent shall, if accepted by the MHCC, form an integral part of that Proponent’s Proposal. The MHCC reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. If the MHCC receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the MHCC to be inaccurate, incomplete, faulty or misleading, the MHCC reserves the right to revisit the Proponent’s compliance
with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

2.8 **RFP Incorporated into Proposal**

All of the provisions of this RFP and its schedules are deemed to be accepted by each Proponent and incorporated into each Proponent’s Proposal.

2.9 **Confidentiality**

All information received by the Proponent provided by or obtained from the MHCC in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the MHCC and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement; and
- shall be returned by the Proponent to the MHCC immediately upon the request of the MHCC.

2.10 **Disqualification**

The MHCC may disqualify a Proposal on grounds of faulty submission, improper conduct or provision of inaccurate or misleading information by the Proponent.

2.11 **Reserved Rights**

The MHCC, without liability, cost or penalty reserves the right to:

- amend or supplement this RFP at any time prior to five (5) calendar days before the Proposal Submission Deadline;
- reject any or all Proposals in its absolute discretion;
- issue a new RFP in connection with the provision of services similar to or identical to the services described in this RFP;
- make public the names of any or all Proponents;
- verify with any third party any information set out in a Proposal;
- check references other than those provided by any Proponent;
- disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information;
- make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- accept any Proposal in whole or in part;
• accept Proposals from more than one Proponent;
• cancel this RFP process at any stage and/or issue a new RFP for the same or similar services or deliverables;
• adjust the scoring of or reject a Proponent’s Proposal on the basis of:
  (i) a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  (ii) information provided by references;
  (iii) the information provided by a Proponent pursuant to the MHCC exercising its clarification rights under this RFP process; or
  (iv) other relevant information that arises during this RFP process; or
• waive formalities and accept Proposals that substantially comply with the requirements of this RFP.

2.12 Bait and Switch

By submitting a Proposal, the Proponent agrees and acknowledges that it will provide, for the duration of the project, the full complement of staff required to perform the work of the project, including the specific individuals identified in its proposal.

The Proponent agrees to provide all professional personnel necessary to perform the scope of work, including those who are named in the Proposal submitted in response to the MHCC’s Request for Proposals. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the MHCC. In the event the Proponent wishes to substitute any of the key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The MHCC shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The MHCC shall not unreasonably withhold approval of staff changes.

2.13 Execution of the Agreement

In addition to all of the MHCC’s other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within thirty (30) days after notice of selection, the MHCC may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.
SCHEDULE A - Services and Deliverables

Objectives/Purpose

The Mental Health Commission of Canada operates two major offices, one in Calgary and one in Ottawa. Project initiatives that support our mandate occur in both locations and in combination of the two. The Mental Health Commission is seeking to develop and implement a Project Management Office to support project related activities and deliverables. The selected organization will assist the management of the MHCC by:

I. Creating a best practice Project Management Office reflecting the MHCC’s project related priorities in alignment with the capacity and resources available

II. Provide a consultant(s) to implement the Project Management Office and deliver project support services within the timelines of the Proposal;

Project Scope

It is expected that the successful vendor will have resources and expertise to provide the following, as it relates to a Project Management Office and project support services including:

- Analysis and recommendation of optimum Project Management Office structure, methodologies, tools, etc, that support the MHCC’s culture and project delivery timelines.

- Prepare and maintain a organization wide project schedule, including identification of risk issues and advice on options to reduce project risk.

- Contracts management that support the project deliverables.

- Scope control and change management tools.

- Document management as they related to projects.

- Provide timely reporting to project sponsors, project directors and senior management.

- Ability to transition the Project Management Office processes and deliverables at the end of the contact term.
SCHEDULE B - Form of Offer

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent’s Proposal.

To the Mental Health Commission of Canada:

1. Proponent Information

a) The full legal name of the Proponent is:

b) Any other relevant name under which the Proponent carries on business in:

c) The jurisdiction under which the Proponent is governed is:

d) The name, address, telephone, facsimile number and e-mail address of the contact person the Proponent is:

e) The Proponent is:

Proponents must select one of the following choices:
☐ a joint venture
☐ a corporation
☐ a partnership
☐ a sole proprietorship
☐ an individual
☐ an incorporated consortium
☐ a consortium that is a MHCC
☐ other legally recognized entity : ____________________________
2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Agreement Terms and Conditions set out in Schedule E of the RFP, and offers to provide the Deliverables in Schedule A in accordance therewith at the price set out in the Pricing Sheet at Schedule C.

3. Mandatory Forms

a) The Proponent encloses herewith as part of the Proposal, the mandatory forms set out below:

<table>
<thead>
<tr>
<th>Mandatory Forms:</th>
<th>Yes</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
<td>Form of Offer (Schedule B)</td>
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<tr>
<td>Pricing Sheet (Schedule C)</td>
<td></td>
<td></td>
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<tr>
<td>References (Schedule D)</td>
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4. Price

The Proponent has submitted its price in accordance with the instructions in the RFP and in the form set out at Schedule C.

5. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the MHCC prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

6. Bid Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for sixty (60) days following the Proposal Submission Deadline.
7. Conflict of Interest

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Form of Offer. Where the MHCC discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the MHCC may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.

Proponents must choose one of the following two options.

☐ The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

OR

☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP. The details of the actual or potential Conflict of Interest are as follows:

8. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the MHCC, to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

9. Execution of Agreement

The Proponent understands that, in the event its Proposal is selected by the MHCC, in whole or in part, the Proponent agrees to finalize and execute a Services Agreement incorporating the terms and conditions set out in Schedule F to the RFP, in accordance with the terms of the RFP.

I confirm that this Form of Offer has been completed with no changes to the text provided in the RFP.
<table>
<thead>
<tr>
<th>Signature of Witness:</th>
<th>Signature of Proponent representative:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>Name of Witness:</td>
<td>Name &amp; Title of Proponent representative:</td>
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<tr>
<td></td>
<td>Date:</td>
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<td>I have the authority to bind the Proponent.</td>
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Schedule C - Fees and Billing

Monthly Fees and Billing

The Proposal will provide a detailed professional fee structure including details of any additional expenses not included in the monthly fee. Fees should include the appropriate taxes. The Proposal should clearly articulate as and when additional fees would be triggered and at what hourly rate.

The Proposal should provide an example of how the monthly bill will be presented for payment including the specific details of activities provided to the MHCC.
SCHEDULE D - Reference Form

Form D1
Each Proponent must provide references from three (3) different clients (excluding the MHCC) who have obtained services similar to those required in this RFP from the Proponent within the last three (3) years.

Proponent: __________________________________________________________________________

Reference #1

<table>
<thead>
<tr>
<th>Company Name:</th>
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<tbody>
<tr>
<td>Company Address:</td>
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<tr>
<td>Contact Name:</td>
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<tr>
<td>Contact Title:</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone Number:</td>
<td></td>
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<tr>
<td>Date Work Undertaken:</td>
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<tr>
<td>Nature of Assignment:</td>
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Reference #2

<table>
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<th>Company Name:</th>
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<td>Company Address:</td>
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<td>Contact Title:</td>
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<td>Contact Telephone Number:</td>
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<td>Date Work Undertaken:</td>
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Reference #3

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Form D2

Each Proponent must provide references from two (2) different clients (excluding the MHCC) to whom each candidate proposed for a key role has provided services within the last three (3) years in a role similar to that set out for the candidate in the Proposal.

Please include in the Proposal a separate copy of this part of the reference form for each candidate proposed for each key role set out in the Proposal.

Name of Candidate: __________________________________________
Proposed Role: __________________________________________

### Reference #1

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SCHEDULE E - Terms and Conditions of the Agreement

Background:
The funding for this contract (the “Contract”) provided by the Mental Health Commission of Canada (the “MHCC”) is, in whole or in part, obtained pursuant to a funding agreement (the “Health Canada Funding Agreement”) between the MHCC and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (the “Minister”);

The Health Canada Funding Agreement requires the MHCC to require certain minimum terms and conditions in agreements.

The provider of the Work in the Contract (the “Contractor”) acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding.

The parties in the Contract agree that the following terms and conditions are included in addition to any other terms of the Contract:

1. Conflict and Priority
   Any provision in the Contract other than these additional terms and conditions that is in conflict with any provision in these additional terms and conditions shall take precedence unless there is a specific statement in the Contract to the contrary.

2. Definitions:
   In this contract,
   a) “Amount” means the amount expressed in the Contract to be payable to the Contractor for the Work;
   b) “Contract” means the agreement to which these additional terms and conditions form a part;
   c) “Contractor” means the person or entity whose name appears on the signature page of the Contract and who is to supply the goods or services to the MHCC under the Contract;
   d) “MHCC” means Mental Health Commission of Canada;
   e) “Party” means the MHCC or the Contractor or any other signatory to the Contract and “Parties” means all of them;
   f) “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

3. Accounts and Audit
   a) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the MHCC, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
   b) All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in sub-section a) be open to audit, inspection and examination by the authorized representatives of the MHCC, the Minister or the Auditor General of Canada, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such
audits and inspections and shall furnish all such information as the representatives of the MHCC may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

4. Appropriation
Payment under the Contract at any given time is subject to the MHCC having been provided sufficient funding from the Minister for the fiscal year in which the payment is due.

5. Assignment
a) The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the MHCC, and any assignment made without that consent is void and of no effect.
b) No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the MHCC unless otherwise agreed to in writing by the MHCC.

6. Changes
a) If, on the basis of progress reports provided to the MHCC or for any other reason, the MHCC and the Contractor decide that modifications to the Work or modifications to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the MHCC and the Contractor provided that no increase shall be made to the maximum amount payable hereunder and further provided that no other term of the Contract may be altered in this fashion.
b) If the change is greater than 15% or $50,000 of the maximum amount payable, whichever is lesser, or if the maximum amount payable changes, the formal addendum process, signed by the approved delegated authority, shall apply.

7. Communications
a) In the event that the Contract requires work with members of the public, the Contractor shall take the necessary measures to respect the spirit and intent of the Official Languages Act to communicate with the public in the official language (i.e., English or French) of their choice;
b) Any person, including individual researchers, related to the Contractor shall ensure that, as appropriate, announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages, that community members of both official languages be encouraged to participate in its activities, projects or programs and that its activities, projects or programs will meet the needs of the two linguistic communities.

8. Compliance with Applicable Laws
The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the MHCC at such times as the MHCC may reasonably request.

9. Confidentiality
a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the MHCC in connection with the Work, or acquired by the Contractor in the course of performing the work. The Contractor shall not disclose the information to any person without the written permission of the MHCC, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Contract, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause to those to whom it shares such information, during as well as after the performance of any work under this Contract, any information to which the Contractor becomes privy as a result of acting under the Contract.
b) This section does not apply to any information that:
   i. is publicly available from a source other than the Contractor; or
   ii. is or becomes known to the Contractor from a source other than the MHCC, except any source that is known to the Contractor to be under an obligation to the MHCC not to disclose the information.

c) Upon request, the Contractor shall return to the MHCC all information provided to the Contractor by or on behalf of the MHCC or acquired by the Contractor in connection with the work and any copies of the information, in any form whatsoever.

10. Conflict of Interest and Government Contracting
   a) The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the MHCC.
   b) It is a term of this Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.
   c) The Contractor certifies that the Contractor and the Contractor's officers, agents and employees, are not prohibited under subsection 750(3) of the Criminal Code from benefiting from a government contract.
   d) No member of the House of Commons or the Senate shall be admitted to any share or part of this Contract or to any benefit to arise there from.
   e) The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the MHCC or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

11. Contractor Status
   This is a Contract for the performance of the Work and the Contractor is engaged under the Contract as an independent contractor for that purpose. Neither the Contractor nor any of the Contractor's personnel is engaged as an employee, servant or agent of the MHCC. The Contractor agrees to be solely responsible for any and all payments or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

12. Dispute Resolution
   In the event that either of the Parties has a dispute relating to any matter subject to this Contract, the Parties agree to deal with that dispute through court action.

13. Entire Contract
   The Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

14. Further Assurances
   The Parties will agree to do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and
things as, from time to time, may be reasonably necessary or desirable to give effect to this Contract and the obligations of the Parties hereunder.

15. Indemnification
   a) The Contractor indemnifies and saves harmless the MHCC and its servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor’s servants or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the MHCC.
   b) The Contractor shall carry appropriate commercial liability, errors and omissions, professional liability and other insurance which relates to the subject matter hereof in amounts and form satisfactory to the MHCC and, at the MHCC’s request and expense, which provide that the MHCC is a named insured.

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b) The Contractor shall carry appropriate commercial liability, errors and omissions, professional liability and other insurance which relates to the subject matter hereof in amounts and form satisfactory to the MHCC and, at the MHCC’s request and expense, which provide that the MHCC is a named insured.

c) The Contractor indemnifies the MHCC and its servants and agents from all costs, charges and expenses whatsoever that the MHCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor’s obligations under the Contract, and in respect of the use of or disposal by the MHCC of anything furnished pursuant to the Contract.

d) The Contractor’s obligation of indemnity or reimbursement of the MHCC under the Contract shall not affect or prejudice the MHCC from exercising any other rights it has under law.

e) The Contractor acknowledges that it, he or she, is not an employee, servant or agent of the MHCC or the Minister and will not represent or hold itself, himself or herself, out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the MHCC, the Contractor indemnifies the MHCC for any loss or damages and costs occasioned thereby by such third party.

16. Injury on Duty
The MHCC shall assume no liability for injury on duty while the Contractor is performing tasks related to this Contract except to the extent caused by or due to the MHCC. It is the Contractor’s responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

17. Inspection of the Work
a) The Work and any and all parts thereof shall be subject to such inspection as the MHCC determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance. The MHCC or its representatives shall have access to the Work at any time during
working hours at any site where any part of the Work is being carried out and may make
examinations and such tests of the Work as they may think fit. Should the Work or any part thereof
not be in accordance with the requirements of the Contract, the MHCC shall have the right to reject
the Work and require its correction or replacement at the Contractor's expense. The MHCC shall
inform the Contractor of the reasons for any such rejection.

b) The Contractor shall provide all assistance and facilities, test pieces, samples and documentation
that the MHCC may reasonably require for the carrying out of any such inspection, and the
Contractor shall forward such test pieces and samples to such person or location as the MHCC may
direct. Inspection by the MHCC shall not relieve the Contractor from responsibility to meet the
requirements of the Contract.

c) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and
approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory
to the MHCC. The Contractor shall keep accurate and complete inspection records which shall, upon
request, be made available to the MHCC, which may make copies thereof and take extracts there
from during the performance of the Contract and for any period of time thereafter provided for in
the Contract.

18. Intellectual Property

a) Intellectual property developed for the Contract shall be owned by the MHCC.

b) The MHCC shall have a nonexclusive royalty-free sub-licensable right to use any other intellectual
property of the Contractor required to use the intellectual property developed for the Contract.

19. Invoicing

a) The Contractor shall submit invoice(s) on its own forms to the MHCC, and shall include the following
information:

i. Contractor name and address;

ii. Number assigned by the MHCC, if any, to this Contract;

iii. Contractor’s Invoice Number and Date;

iv. Name of the individual at the MHCC supervising the Contract;

v. Period in which services were rendered;

vi. Deliverables and/or milestones completed and attached (when applicable); and

vii. Total amount for services rendered, HST/GST shown separately.

b) The invoice submitted by the Contractor should include a description of the Work performed, and
the time worked. The Contractor will submit invoices on a monthly basis or any other basis as
indicated in the Contract.

20. Language

The parties confirm it is their wish that the Contract be drawn up in the English Language.

21. Law of the Contract

The Contract shall be construed in accordance with the laws of the Province of Alberta and the laws
of Canada applicable therein. It is agreed that both parties shall submit to the jurisdiction of the
courts sitting in Calgary, Alberta.

22. Minimum Information in the Contract

The Contract shall include the following minimum information:

a) a description of the Work to be provided including a budget and a description of the costs to be
paid;
b) the effective date, the date of signing and the term of the Contract;  
c) conditions that must be met before payment is made and the schedule and basis of payment; and  
d) the maximum amount payable.  

In the event that at any time it is discovered that the Contract does not contain all or any part of the minimum information required, the parties shall use their best efforts in good faith to amend the Contract to include the information that is missing.  

23. Notices  
Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by any means including electronic means addressed to the party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; or by any other means when the receipt is acknowledged by the other party. The address of either party may be changed by notice in the manner set out in this provision.  

24. Payment  
a) Payments under this Contract, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the MHCC, and upon submission of an invoice satisfactory to the MHCC.  
b) Subject to the section “Invoicing”, payment by the MHCC for the Work shall be made within sixty (60) days of receipt of an invoice requesting payment.  
c) If the MHCC has any reasonable objection whatsoever to an invoice, the supporting documentation, or the performance of the Contract by the Contractor, then the MHCC shall, within fifteen (15) days of receipt of the invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection.  
d) Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the MHCC that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.  

25. Powers of the MHCC  
Every right, remedy, power and discretion vested in or acquired by the MHCC under the Contract or by law shall be cumulative and non-exclusive.  

26. Proactive Disclosure  
a) Information contained in this Contract in relation to the following data elements - vendor name, reference number, Contract date, description of work, Contract period or delivery date, and Contract value, may be gathered, and may be posted on the MHCC web site. Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on the web site.  
b) This “public disclosure” is intended to ensure that Contract information is collected and presented consistently in a manner that promotes transparency and facilitates public access.  

27. Reporting  
a) The Contractor shall provide the MHCC such progress reports, including financial matters, as are called for on the work under the Contract and, in any event, no less frequently than annually for
the period ending March 31 of each year. Unless otherwise provided in the Contract, the form and
substance of the progress report shall be acceptable to the MHCC.
b) The MHCC may, in its sole discretion, require the Contractor to provide an interim progress report
on the work under the Contract for a specified period of time (no more than a 12 month period)

28. Severability
If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal
or unenforceable, such provision shall be severed from the Contract and all other provisions of the
Contract shall remain in full force and effect.

29. Status and Replacement of Personnel
a) If at any time during the period of the Contract the Contractor is unable to provide the services of
any person who was to perform the Work in the Contract, it shall immediately advise the MHCC and
provide a replacement person with similar qualifications and experience.
b) The MHCC may reject any such replacement person and the Contractor shall immediately remove
the person from the Work and shall secure a further replacement.
c) The fact that the MHCC does not order the removal of a replacement person from the Work shall
not relieve the Contractor from its responsibility to meet the requirements of the Contract.

30. Subcontracting
a) Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the MHCC in
writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any
tier. The MHCC shall not unreasonably withhold consent.
b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in the
Contract.
c) Any consent to a Subcontract shall not relieve the Contractor from its obligations under the
Contract or be construed as authorizing any liability on the part of the MHCC to a subcontractor.

31. Successors and Assignees
The Contract shall be for the benefit of and be binding upon the parties hereto and their lawful
heirs, executors, administrators, successors and assignees.

32. Survival
Those terms and conditions that ought reasonably to survive the termination of this Agreement,
shall so survive termination including, without limitation, Sections 3, 9, 15, 18, 33 and 34.

33. Termination Due to Default of Contractor
a) The MHCC may, by notice to the Contractor, terminate the whole or any part of the Work if:
i. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the
   Contractor, or an assignment is made for the benefit of creditors, or if an order is made or
   resolution passed for the winding
   up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in
   force relating to bankrupt or insolvent debtors, or
ii. the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the
   view of the MHCC, so fails to make progress as to endanger performance of the Contract in
   accordance with its terms.
b) In the event that the MHCC terminates the Work in whole or in part under sub-section a), the MHCC may arrange, upon such terms and conditions and in such manner as the MHCC deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the MHCC for any excess costs relating to the completion of the Work.

c) Upon termination of the work under sub-section a), the MHCC may require the Contractor to deliver and transfer title to the MHCC, in the manner and to the extent directed by the MHCC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The MHCC shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the MHCC, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the MHCC pursuant to such direction. The MHCC may withhold from the amounts due to the Contractor such sums as the MHCC determines to be necessary to protect the MHCC against excess costs for the completion of the Work. Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.

d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.

e) If, after the MHCC issues a notice of termination under sub-section a), it is determined by the MHCC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the section entitled “termination or Suspension Without Cause” and the rights and obligations of the parties hereto shall be governed by that section.

34. Termination or Suspension Without Cause

a) The MHCC may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.

b) All work completed by the Contractor to the satisfaction of the MHCC based on the provisions of the contract before the giving of such notice shall be paid for by the MHCC in accordance with the provisions of the Contract.

c) All Work not completed before the giving of such notice shall be paid by the MHCC to the Contractor on the following terms:

i) the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the MHCC for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;

ii) all costs of and incidental to the termination of the Work or part thereof, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination.

d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of the MHCC that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.

f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the MHCC under the provisions of this section except as expressly provided therein.

35. Time of the Essence
a) Time is of the essence of the Contract.
b) Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
c) The Contractor shall give notice to the MHCC immediately after the occurrence of the event that causes the excusable delay. When requested to do so by the MHCC, the Contractor shall deliver a description in a form satisfactory to the MHCC, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the MHCC of the work-around plans, the Contractor shall implement the Work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
d) Notwithstanding that the Contractor has complied with the requirements of this section the MHCC may exercise any right of termination contained in the section entitled “Termination or Suspension Without Cause.”

36. Waivers
The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

37. Warranty
a) Notwithstanding inspection and acceptance of the Work by or on behalf of the MHCC and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to property provided by the MHCC, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in paragraph a) the Contractor, at the request of the MHCC to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.