



Calgary Homeless
FOUNDATION

REQUEST FOR PROPOSALS (RFP)
Evaluation of Recalibration Process
Ref: 20045

Closing Date: **October 4, 2019** Time: 12:00PM MST

Response Submission/Questions Contact:

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Contents

1.0	INTRODUCTION	3
2.0	OPPORTUNITY INFORMATION/GOAL	3
3.0	BACKGROUND	3
4.0	SCOPE OF WORK.....	4
5.0	OPPORTUNITY REQUIREMENTS	5
	Mandatory Minimum Requirements.....	5
6.0	BUDGET.....	6
7.0	WRITTEN PROPOSALS	6
8.0	PROCESS	6
9.0	PRESENTATIONS / INTERVIEW	7
10.0	VIDEO PRESENTATION (OPTIONAL)	7
11.0	RFP Schedule.....	7
12.0	CONFIDENTIALITY.....	8
13.0	EVALUATION.....	8
	RFP Panel.....	8
	Selection.....	8
	Weighted Criteria	9
	Disqualification of Applicants.....	9
14.0	ADDITIONAL INFORMATION	9
15.0	PERIOD OF CONTRACT.....	10
16.0	AMENDMENTS:	10
17.0	THANK YOU	10
	APPENDIX A: SELF DECLARATION	11

1.0 INTRODUCTION

The Calgary Homeless Foundation (“CHF”) is a not-for-profit that was founded in 1998 to unify efforts to end homelessness in Calgary through strategic and focused management of local resources. One body to lead and coordinate the efforts of organizations, agencies and government to boost the efficiency and effectiveness on the ground, here in our city. Our mission is to provide leadership in Calgary’s homeless-serving system of care to ensure it meets the needs of those who are homeless. We provide necessary backbone supports and act as a catalyst and enabler for service providers and systems to work collaboratively towards optimizing client success. Together, we will end homelessness in Calgary.

2.0 OPPORTUNITY INFORMATION/GOAL

The Calgary Homeless Foundation (“CHF”) is currently conducting a selection process to retain an organization/individual consulting/evaluation firm to provide comprehensive evaluation services.

This RFP issued by CHF is an invitation to interested Applicants (eligible service providers) to submit a non-binding proposal for the provision of services. For greater clarity, any submitted proposal does not constitute a tender and does not represent an offer to create binding contractual relations upon the submission of any such proposal. Any proposal that is submitted through this opportunity is not irrevocable.

3.0 BACKGROUND

Calgary’s homeless-serving system-of-care (HSSC) is an inter-related network of agencies and people working together to ensure those at risk of or experiencing homelessness have timely access to the right housing and the right resources. As the System Planner of Calgary’s homeless-serving system-of-care, CHF uses our resources, expertise and robust database (HMIS) to develop an integrated system-of-care that creates greater ease and access to services and supports.

For CHF, being a System Planner also means being a funder of outcomes & impact. The CHF administers funding from the Provincial and Federal Governments, to support the work of the HSSC. We work together closely with all levels of government, primary systems (health, justice, etc.) and fund programs from all sectors; adults, family, and youth. In Calgary, homeless-serving system planning applies Housing First as a guiding philosophy and acts as a method of organizing and delivering services, housing, and programs. CHF stewards funding to not-for-profit housing agencies, whose goal is to expedite the end of homelessness in Calgary by providing housing and supports and building independence for service recipients.

Ever since the implementation of Calgary’s 10 Year Plan to End Homelessness (which concluded in 2018), Calgary’s HSSC has been on a journey of continuous improvement. CHF has leveraged its unique position as the system planner to evaluate the system and gather feedback through formal and informal consultations. This was accomplished through data collection and analysis, investigating the macroeconomic factors related to running and managing program models and examined best and next practice approaches, both nationally and internationally. This resulted in a “recalibration” process in 2018 which revised funding models and program types that CHF funds.

Highlights of Recalibration included:

- Increase emphasis on Permanent Supportive Housing (PSH) for people experiencing chronic homelessness

- Leveraging CAA in addition to an increase in funding to PSH
- Client Self Determination
 - Adaptive Case Management
- Focus on optimizing housing stability
 - Graduated Housing programs
 - Integration of scorecard to emphasize program accountability
- Fairness and Equity and Parity
 - Equalize funding and ensure all clients have opportunity to access equivalent services across the HSSC
 - Funding model for Adult Single's sector moved to a cost per client basis
- Investment is transparent, consistent and nimble
 - Standardized Revenue by program type by doing so it is more transparent for all programs within a category. Takes the guess work out of negotiations.
 - It is scalable easy to calculate the cost and recalibrate the HSSC as community and client needs change over time and to deliver funding quickly into the system of care
 - Enhancements to eligible cost guidelines and increased agency flexibility to set and adapt program budgets

At this time, CHF would like to complete an analysis and evaluation of this undertaking to better understand the impact and optimize future adjustments.

4.0 SCOPE OF WORK

Through this RFP, CHF is looking to hire a professional consultant(s) or organization to provide formal evaluation of the recalibration process.

A formal evaluation and research of recalibration will help CHF to answer, how has recalibration impacted the following:

- Innovation in program modeling within the Homeless Serving System of Care?
- Agency program efficiency and improved client outcomes? Increased collaboration across agencies?
- Recalibration utilized an evidence-based approach to arrive at a standardized cost per client budget, an analysis on this approach is required? What inputs were considered? What inputs were not considered?
- How has recalibration impacted staff modelling? i.e., increased engagement, quality of hires, burnout?
- Assess the communication strategy and stakeholder engagement strategy internally and externally.
- What Macro factors were taken into account, and how often would these inputs need to be updated to ensure cost-per client is relevant and effective for need of sector?
- Ultimately, if CHF were to expand this recalibration approach, what should we know and how can we do it better?
 - What went well, what could be improved?
 - What have we learned from recalibration?

Recalibration was meant to drive the following enhancements,

- Client Centred Focus
 - Individualized, strength-based approach, needs based supports. How did recalibration achieve this?
 - Client choice in program supports and equity and parity in access to services for all clients across the Homeless-Serving System of Care. How has client choice improved?
- Housing First Philosophy
 - Immediate access to Permanent Supportive Housing (PSH) with no housing readiness requirements; self-determination / choice; recovery orientation; well-being, including harm reduction; social and community integration. How has recalibration enhanced this philosophy?
- Population Approach
 - Funding allocation decisions for a target group made in proportion to prevalence within population. How has recalibration improved this process?
 - Right people are placed in the right programs at the right time, allowing vulnerable Calgarian's to exit homelessness as quickly and efficiently as possible. How has recalibration played a role with this?

5.0 OPPORTUNITY REQUIREMENTS

The consultant(s) or organization interested in this opportunity should have experience in the following areas:

- a) Expertise in institutional/program/system evaluation
- b) Experience with housing & homelessness is an asset
- c) Experience in social network analysis
- d) Expertise in financial analysis
- e) Non-profit experience is an asset
- f) Demonstration of the above with reference to previous experience

Mandatory Minimum Requirements

Applicants who do not meet these requirements will be disqualified:

Requirement	
M1	Application submitted prior to RFP deadline date
M2	Declaration, including Conflict of Interest declaration, has been completed and signed by the Proponent
M3	RFP Proposal fully complete in accordance to the instructions
M4	A list of previous related work and references provided demonstrating subject matter expertise – including non-profit experience
M5	No history of non-performance of contract with CHF

6.0 BUDGET

CHF has set aside a budget of up to \$30,000 for the successful completions of the services outlined in this RFP. This payment is subject to the satisfactory completion of the services outlined in the Scope of Work (Section 4.0) and shall cover all expenses related to the performance this project.

This budget has been determined based on historical work and the overall estimated costs associated with the project, but CHF is open to competitive applications that vary from this amount provided justification (This includes gift-in-kind support) and scale-ability.

In evaluating the budget criteria of Applicant's proposals, CHF will focus on the value for dollar in achieving the activities and deliverables of the scope of work.

7.0 WRITTEN PROPOSALS

Interested Applicants are asked to submit a proposal utilizing the RFP Proposal Response Form and must address the Scope of Work and Opportunity Requirements as outlined in this RFP.

They must include:

- 1) Contact Information including legal entity/name, mailing and email address;
- 2) outline how you will meet the key deliverables/scope of work, including timelines
- 3) detailed cost/fees (including a detailed budget specifying how much will be spent on travel, accommodation, community consultation and data gathering, analysis and writing, etc);
- 4) reference to experience related to performing the required tasks to complete this contract;
- 5) samples of previous work related to the scope of work outlined in this RFP; and
- 6) conflict of interest declaration signed by an authorized signatory (see RFP Appendix A).

CHF uses a standardized Proposal Response Form to streamline the application and review process. Proposal responses should be concise but thorough and ensure that each section is answered in its entirety. Attachments may be considered but only if they are relevant to the RFP and demonstrate previous related work & experience.

Proposals will be reviewed to determine which is most advantageous to the CHF, guided by the Scope of Work outlined above. Selected Applicant proposals moving forward in this RFP process may be invited to present in-person to the CHF, see Presentations/Interview below.

8.0 PROCESS

If you are interested in submitting a proposal, the completed proposal and signed declaration shall be delivered via email to the RFP Submission email, funding@calgaryhomeless.com, in PDF format.

To be accepted, proposals must be received by no later than the Closing Date and Time. Proposals received after the Closing Date and Time will not be accepted.

CHF has the right to reject any and all proposals at its sole discretion. Should you have any questions about this opportunity, its requirements, deliveries or regarding the proposal requirements, please contact the Contact noted above for clarification prior to submitting proposal. You are reminded that your proposal should be inclusive of all taxes, fees and permits, where applicable.

Proposal responses should be concise but thorough and ensure that each section is answered in its entirety.

Included in this RFP toolkit are the following documents:

- RFP
- Appendix A: Declaration Forms
- Appendix B: Contract Template
- RFP Proposal Response Form

9.0 PRESENTATIONS / INTERVIEW

Along with providing a written proposal, invited Applicants may be requested to provide a presentation/attend an interview, either via teleconference (Skype/GoToMeeting) or in person on **October 24, 2019**. The duration of each presentation will be no longer than 20 minutes, including follow-up questions and answers. Should you be selected, please limit the number of your organization's participants in the oral presentation to no more than three.

10.0 VIDEO PRESENTATION (OPTIONAL)

CHF provides the opportunity to submit an oral presentation through video in support of the written application form. This video is only a supplement to the application form and should clarify any of responses to the questions asked in the RFP application.

The video must follow the following format:

- MP4 or WMP File format
- No longer than 5 minutes
- Submitted via email with a YouTube, Google Drive, OneDrive, Dropbox (or similar hosts) hyperlink and delivered to submission email prior to close of RFP

Production values are not evaluated. This is an **optional** process.

11.0 RFP Schedule

The CHF reserves the right to change the RFP schedule as needed.

RFP Issued	September 11, 2019
Deadline for Questions	September 25, 2019

CHF Responses to Questions (Posted if Applicable)	September 27, 2019
Deadline for Proposal Submission	October 4 @ 12:00 PM MST
Notification to Applicants for Presentation	October 10, 2019
Presentation / Interview	October 24, 2019*
Notification of Award	October 30, 2019*
Project Start Date	November, 2019*

* Dates subject to change

12.0 CONFIDENTIALITY

By accepting to take part in this proposal process you agree to keep in confidence all information imparted to you in relation with the proposal process, not to disclose it to third parties and not to use it for any other purpose than for the proposal.

CHF will hold all information provided during the proposal process confidential, with the exception of queries made by proposing firms. CHF reserves the right to reasonably share queries and its responses with other participating organizations, if applicable.

13.0 EVALUATION

Applications will be reviewed based on alignment with the goals of this RFP, experience, ability to perform the Scope of Work, and available dollars. The RFP proposal will be evaluated from both the written application and the oral presentation/interview by an evaluation panel.

RFP Panel

The selection of Preferred Applicant(s) for the allocation of project funding will be undertaken by the RFP Panel (the "Panel"), who have signed a conflict of interest declaration. The Panel's membership will include CHF staff and may also include third-party individuals with expertise in the RFP subject matter.

No officers, directors, board members or any employee of an Applicant will participate in the Panel.

The Panel may consult with others, including other CHF staff members, third-party consultants and references, as the Panel may in its discretion decide is required.

Selection

The Panel will consider the Proposal and the Applicants' responses during the presentation/interview to form its recommendation to the CHF for the Preferred Applicant(s).

Upon completion of the Proposal review and interview process, the Panel will deliberate and form a written recommendation to CHF for the selection of a Preferred Applicant(s).

The CHF will make a final decision on awarding contracts and shall negotiate terms of the contract with successful Applicants at its discretion.

Weighted Criteria

The table below outlines the criterion by which the RFP Panel will evaluate the Proposals:

Category	Weight
Approach	45%
Capability/Experience	40%
Price/Value	15%

Disqualification of Applicants

At the sole discretion of the CHF, an Applicant may be disqualified, and its Proposal(s) rejected if:

- a) the Proposal is incomplete and/or missing information and/or contains out of date or incorrect information and/or has not followed the submission instructions in the RFP and/or does not meet a mandatory minimum criterion; or
- b) an Applicant, in the opinion of the CHF, is not qualified for the scope of work specified (minimum score); or
- c) an unsatisfactory performance record exists as shown by past or current work for CHF; or
- d) current commitments exist (CHF or otherwise), which might hinder or prevent the prompt completion of the work.

Should an Applicant be disqualified, no further obligation is required of the CHF, its staff or Board of Directors.

14.0 ADDITIONAL INFORMATION

Guiding documents and additional information is included with this RFP to assist your organization in developing a proposal.

Calgary's Together to Zero Strategic Directives

<https://www.ihearhomeyc.com/together-to-zero/>

CHF System Planning Frameworks:

CHF Singles System Planning Framework

http://calgaryhomeless.com/content/uploads/SSPF_V116_2017-03-15.pdf

CHF Family System Planning Framework

http://calgaryhomeless.com/content/uploads/FSPF_V116_2017-03-15.pdf

Calgary Plans to End Homelessness:

<https://www.ihearhomeyc.com/plans/>

15.0 PERIOD OF CONTRACT

Should the CHF select an Applicant through this RFP process to perform the work, a contract will be executed between CHF and the selected Organization/Individual.

The intended period of contract will be approximately: **November 1, 2019 to length determined by successful Applicant but should be completed by March 31, 2020.**

A copy of the General Services Contract is attached for reference.

16.0 AMENDMENTS:

This section is reserved for Amendment descriptions.

17.0 THANK YOU

Thank you for your consideration of this Request for Proposal. Calgary Homeless Foundation is committed to working with the community to help all people find their way home.

Sincerely,

Aaron Li

Contracts & Procurement Advisor
Calgary Homeless Foundation

APPENDIX A: SELF DECLARATION

An Applicant shall disclose any potential, actual or perceived conflicts of interest and existing business relationships it may have with the CHF, its elected or appointed officials, representatives, employees, funded agencies or funders.

An Applicant shall disclose any relationship between any Representative of the Applicant(s) and any Representative of CHF including where:

- (i) the Representative of the Applicant presently or previously serve(d) as a Representative of CHF;
- (ii) a Representative of the Applicant and a Representative of CHF are Family; or
- (iii) it is known that a Representative of the Applicant will become a Representative of CHF in the future; or
- (iv) It is known that a Representative of CHF will become a Representative of the Applicant in the future.

For the purposes of this Conflict of Interest declaration,

- (i) a "Representative" means an employee, director, officer, volunteer or contractor;
- (ii) "Family" means a spouse, common-law partner, domestic partner, child, grandchild, great grandchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, great aunt, great uncle, cousin or second cousin and includes foster and step relationships for any of the above.

CHF may rely on such disclosure

- I/We declare no conflicts.
- I/We declare the following conflicts.

Where a conflict exists, at minimum two (2) members of CHF executive or board representatives will review declaration to determine if proposal shall be accepted or rejected.

Name & Title (printed): _____

Signature: _____ **Date:** _____

Schedule "B" – Project/Services Budget

In this Contract: (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation"; (ii) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of"; and (iii) unless otherwise specified, the words "Section" or "Schedule" followed by a number or letter mean and refer to the specified Section of or Schedule to this Contract.

- E. All notices and invoices shall be given in writing, quoting the Contract number, delivered to the Foundation and the Contractor at the respective addresses given above.

Calgary Homeless Foundation

Contractor

Per:

Per:

Name of authorized signing officer

Name of authorized signing officer

(please print)

(please print)

Title / Office held *(please print)*

Title / Office held *(please print)*

Contract No. XXXXXXXX

Terms and Conditions

1 Entire contract - Effective date

- 1.1 This Contract sets out the entire contract between the Contractor and the Foundation with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.
- 1.2 This Contract is not binding and does not obligate the parties to perform Services or make payments of any kind until both parties have signed this Contract.

2 Responsibilities of Contractor

- 2.1 The Contractor warrants that the Contractor is properly qualified, licensed, equipped and financed to provide the Services.
- 2.2 The Contractor shall provide the Services during the Term:
 - (i) according to the terms and conditions of this Contract,
 - (ii) personally, or using only competent employees,

- (iii) according to generally accepted standards of competency in the field of endeavor associated with the Services and all applicable professional standards, and
 - (iv) in close liaison with the Foundation's representatives.
- 2.3 The Contractor shall ensure that the Contractor's employees, officers, and agents, and anyone for whom the Contractor is at law responsible, as applicable, comply with the terms and conditions of this Contract.
- 2.4 The Contractor and its employees, contractors and agents are not, and will not become, employees of the Foundation through their activities under this Contract.

3 **Payments**

- 3.1 Subject to Section "C", if: (i) the Foundation is satisfied with the Contractor's performance of the Services, and (ii) expenses claimed by the Contractor are at the rates and costs set out in Section 5.1 and are supported by proper receipts, then payments to the Contractor will be made by the Foundation within 30 days of receipt of the Contractor's invoice. Invoices must include a separate entry for charges for Services performed, an hourly breakdown of Services, if applicable, and expenses incurred by the Contractor in its performance of such Services.

4 **Withholdings and security for performance**

- 4.1 Payments made to the Contractor are subject to:
 - (i) withholding and other taxes or deductions pursuant to Canadian tax laws, and
 - (ii) at the Foundation's discretion, withholding of up to 15% of any invoice amount for the purpose of providing security for completion of the Services.

5 **Expenses**

- 5.1 Expenses incurred on behalf of the Contractor are governed by the Foundation's Financial Policy, including travel, as amended from time to time, or where no rate is specified, at reasonable rates. Copies of receipts or invoices must accompany the applicable invoice from the Contractor.
- 5.2 The Contractor must obtain the written approval of the Foundation prior to incurring other disbursements or expenses.

6 **Statements, invoices and accounts**

- 6.1 The Contractor must:
 - (i) keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred in performing the Services, including all payroll records, and other documents relating to such costs and expenses, for a period of seven years; and
 - (ii) on demand, permit the Foundation to examine, audit and take copies or extracts from the Contractor's accounts, records or documents for the purpose of verifying either the performance of Services or expenses incurred under this Contract.

7 **Evaluation**

- 7.1 The Contractor shall permit any representative of the Foundation to evaluate the Services through:
 - (i) on-site visits,
 - (ii) observation of the Services in progress,
 - (iii) access to the records maintained under Section 6.1, and
 - (iv) oral or written communications with the individuals provided with the Services, or employees, officers or agents, as applicable, of the Contractor, or all of them.
- 7.2 The Contractor shall cooperate with the Foundation in the completion of any evaluation and shall revise the Services as directed by the Foundation.

8 **Reduction of Services and Termination**

- 8.1 The Foundation may terminate this Contract, without cause and on written notice, by giving the Contractor ten days notice in writing.
- 8.2 The Foundation, on written notice to the Contractor, may reduce the scope of the Services.
- 8.3 If this Contract is terminated under Section 8.1, or the scope of the Services is reduced under Section 8.2, and the Contractor has incurred costs directly related to the Services over which the Contractor had no reasonable control, the Foundation, at the Foundation's discretion, may pay the Contractor for those costs.
- 8.4 If the Contract is terminated under Section 8.1, the Foundation shall pay the Contractor, on receipt and acceptance by the Foundation of an invoice, for any portion of the Services provided to the Foundation's satisfaction as of the effective date of termination of the Contract.

9 Conflict of interest

- 9.1 As soon as reasonably possible after becoming aware of a personal interest that causes or is likely to cause a conflict of interest in relation to the performance of this Contract, the Contractor must give notice of the interest to the Foundation. Once obligated to give notice of personal interest, the Contractor may not commence nor continue the Services until instructed to do so by the Foundation. If, in the opinion of the Foundation, a conflict of interest warrants such action, the Foundation may give notice of termination of this Contract to the Contractor.

10 Contractor's obligation regarding confidentiality

- 10.1 The Contractor agrees to keep strictly confidential all materials and information (collectively, "Records") acquired, under this Contract or otherwise, relating to the Foundation. The Contractor must not use or disclose such materials or information in any manner to third parties without the prior written consent of the Foundation.

11 Amendments

- 11.1 This Contract may only be amended by the written consent of both parties.

12 Extension of Term

- 12.1 Upon mutual agreement of both parties in writing, the Term of this Contract may be extended. Such extension may be made subject to the terms and conditions hereunder and to any other terms and conditions as the Foundation, in its sole and good faith discretion, may deem necessary or advisable. Under no circumstances shall such an extension by the Foundation be interpreted or construed as a waiver or forfeiture by the Foundation of any of its rights, entitlements or interest created under this Contract. The Contractor acknowledges and understands that the Foundation is under no obligation whatsoever to extend the Term of this Contract beyond the initial Term.

13 Ownership and Copyright

- 13.1 Ownership of any work, information or materials, regardless of form, and including any copyright, patent, industrial design process or trademark, acquired or produced under this Contract by the Contractor, its employees or agents shall vest in the Foundation and the Contractor shall retain no right, title or interest in them. The Contractor hereby assigns, and shall ensure that the Contractor's employees and agents assign, all right, title and interest in and to such work, information and materials to the Foundation.
- 13.2 Where applicable, the Contractor agrees to obtain permission to use copyright materials, which the Contractor has reproduced and incorporated into the items referred to in Section 13.1, and to provide the Foundation with copies of these written permissions.
- 13.3 The Contractor irrevocably waives in whole all moral rights and shall ensure that the Contractor's employees and agents irrevocably waive in whole all moral rights in respect of the original materials developed or acquired under this Contract and declares that these waivers shall operate in favour of the Foundation and the Foundation's assignees and licensees.

- 13.4 At any time during this Contract or on the termination or expiration of this Contract, the Foundation may require that the Contractor return to the Foundation any materials created, obtained or maintained by the Contractor, or provided by the Contractor for use in providing the Services. On receipt of notice to return these materials, the Contractor shall return them promptly to the Foundation at the Contractor's expense.

14 Indemnity and Liability

- 14.1 The Contractor agrees to indemnify and hold harmless the Foundation and its officers, employees, other contractors, subcontractors and agents from any and all claims, demands, suits and actions suffered, sustained, paid or incurred by all or any of them arising out of, in any way relating to, or in any degree caused: due to a breach of this Contract by the Contractor; or, due to negligence or willful acts or omissions by the Contractor or the Contractor's employees, agents, or anyone for whom the Contractor is at law responsible. This indemnity shall survive the termination or expiration of this Contract.

15 Occupational Health and Safety - Workers' Compensation

- 15.1 The Contractor will comply with all applicable health and safety laws, including the *Occupational Health and Safety Act* (Alberta) and the *Workers' Compensation Act* (Alberta). On request, the Contractor will provide the Foundation with a certificate from the Workers' Compensation Board showing the Contractor is registered and is in good standing with the board, if applicable.

16 General Liability Insurance

- 16.1 The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta *Insurance Act*, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.
- 16.2 Evidence of the insurance required in Section 16.1 in a form acceptable to the Foundation will be provided to the Foundation by the Contractor upon request.

17 No assignment or subcontracting

- 17.1 No part of this Contract or the Services may be assigned or subcontracted by the Contractor without the prior written consent of the Foundation.

18 Freedom of Information and Protection of Privacy

- 18.1 The Contractor acknowledges that this Contract and all Records received, collected, produced or stored by the Contractor pursuant to this Contract, with the exception of the Contractor's own administrative, financial or human resource management records, belong to and shall remain under the control of the Foundation and are subject to the access and privacy provisions of the Freedom of Information and Protection of Privacy Act ("FOIP"). Upon notification by the Foundation of receipt of an access to information request, the Contractor shall provide to the Foundation, at the Contractor's expense, copies of all Records specified by the Foundation.
- 18.2 Collection of Personal Information – The personal information collected pursuant to this Contract is collected under the Authority of section 33(c) of the FOIP Act for the purpose of entering into this Contract. The privacy provisions of the FOIP Act protect the personal information collected.

19 Events of Default

Where an Event of Default (as that term is defined below) is deemed to have occurred pursuant to this Section 19, the Foundation shall have the right to withhold payment of any and all Funding due to the Contractor pursuant to any agreement for funding between the parties that is effective at the time of the Event of Default, until the Event of Default is cured to the satisfaction of the Foundation. Unless the prior written consent or the waiver of the Foundation is obtained, the occurrence of each of the following events or circumstances is deemed an "Event of Default":

- 19.1 if the Contractor is in breach of the performance of, or compliance with, any term, condition or any of its obligations, duties or agreements under the Contract entered into between the Foundation and the Contractor;
- 19.2 if the Contractor, in support of its application for Funding or in connection with the Contract, has made false or misleading representations or statements, or provided false or misleading information to the Foundation;
- 19.3 if the Contractor is dissolved, amalgamated or merged with another society or corporation, or any other form of transfer of ownership of the Contractor occurs; and
- 19.4 if at any time the Foundation, in its sole discretion, determines that there is a material adverse change in risk in the Contractor's ability to carry out its roles and responsibilities under the Contract with respect to the implementation of the Services.

20 **Dispute Settlement**

- 20.1 The Parties agree to use their best efforts to resolve any disputes arising between them as reasonably, efficiently and cost-effectively as possible.
- 20.2 At all relevant times, the Parties will:
 - (i) try to resolve all disputes by negotiations, in good faith and acting reasonably, ensure their representatives will meet, negotiate in good faith, acting reasonably and try to resolve disputes without litigation, controversy or any claim arising from this Contract, or breach of it; and
 - (ii) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- 20.3 If a dispute cannot be resolved through negotiations under Section 19.2 the parties agree to participate in mediation with a mutually acceptable mediator.
- 20.4 The parties will share the cost of the mediator equally and bear their own costs of mediation.
- 20.5 If the parties cannot agree on a mediator they will accept the appointment of a mediator by the President or Executive Director of the Alberta Arbitration and Mediation Society to arrange for mediation.
- 20.6 The parties agree that any efforts to resolve their dispute by negotiations under Section 19.2 or with the assistance of a mediator, at any time during or after the term of the Contract, does not suspend the expiration of any time limitation for taking any act under the Contract unless the parties have specifically agreed in writing to waive or vary that time requirement.
- 20.7 Unless otherwise instructed by the Foundation or delegate in a notice, the Contractor will continue to carry out its obligations under this Contract and in accordance with any decisions following from proceedings under this Section.

21 **General**

- 21.1 If any provision of this Contract is found to be or deemed to be illegal or invalid, the remainder of this Contract is not affected.
- 21.2 This Contract is governed by and construed in accordance with the laws in force in the Province of Alberta and shall be treated in all respects as an Alberta contract. This Contract shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.