



REQUEST FOR PROPOSAL

FOR

**Security Guard Services
CMHC National Office Complex
Ottawa, Ontario**

Date Issued: March 3, 2017

Solicitation Closes: 2:00 p.m. March 27, 2017

Solicitation File #: 201700419

Originating Department: Security and Business
Continuity, Administrative Services Division

Contracting Authority:
Canada Mortgage and Housing
Corporation

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Canada



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1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about CMHC and this Request for Proposal.

1.2 Introduction and Scope

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a Contract with a vendor (hereafter referred to as the “proponent”) for the purpose of providing security guard services, and associated support equipment whenever applicable, for the CMHC National Office complex and Building D, at Place D’Orleans in Ottawa, Ontario.

Canada Mortgage and Housing Corporation shall not be obligated in any manner to any proponent whatsoever until a written Agreement has been duly executed relating to a qualified, approved proposal.

The duration of this contract shall be for a period of three (3) years with the option to renew for two (2) subsequent one-year periods, for a maximum of five (5) years.

More detailed specifications can be found in Section 3, “Statement of Work”.

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to the Honourable Jean Yves Duclos, Minister of Families, Children and Social Development, and the Minister responsible for Canada Mortgage and Housing Corporation.

CMHC has more than 2,000 people located at its National Office in Ottawa, and at various Business Service Centers throughout Canada. The Business Service Areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia and Yukon; and Prairies, Nunavut and the Northwest Territories.

1.4 Purpose of Request for Proposal

CMHC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead proponent, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to CMHC in terms of price.

1.4.1 All Service Providers

CMHC's contracting and procurement activities are decentralized among CMHC's National Office in Ottawa and various Business Centres throughout Canada.

The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148. Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

1.5 Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by CMHC at its sole discretion and shall not become conditions of any contract which may be entered into by CMHC and the selected proponent.

Date	Activities
March 3, 2017	Request for Proposal issued
March 27, 2017	Submission Deadline
April, 2017	Evaluation and Selection of lead proponent
April, 2017	Finalize contract with lead proponent
May, 2017	Contract award
May, 2017	Announcement of successful proponent
May, 2017	Debriefing of unsuccessful proponents as requested

1.6 Mandatory Requirements

Throughout this RFP, certain requirements are identified as Mandatory. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by CMHC in its sole and absolute discretion.

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 3 Statement of Work
- Section 4 Proposal Requirements
- Section 6 Proposed Contract,
- Appendix A - The Certificate of Submission, and
- Appendix C - Mandatory Compliance Checklist

Caution: Proposals which fail, in the sole discretion of CMHC, to meet any mandatory

requirement will be eliminated from further consideration in the evaluation process. However, CMHC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to CMHC. This clause should be interpreted solely for the benefit of CMHC and not for the benefit of the Proponents.

1.7 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are given equal consideration to ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

1.8 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether as a compliment or suggestion for future RFPs.

Any proponent may submit comments in an envelope marked **Proponent Feedback RFP 201700419** to the name and address provided in Section 2.4.

As CMHC does not wish to be perceived as influenced by such feedback in the award decision, proponents are requested to submit their feedback after the contract award has been announced.

Any proponent who notes a material flaw in the RFP that could affect the outcome should report it as specified in Section 2.4.

1.9 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, CMHC is subject to the provisions of the Access to Information Act ("the Act"). Information submitted by proponents or third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the Act.

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the proponent about CMHC's procedures and rules pertaining to this RFP process.

Proponents are advised that CMHC has provided as Appendix C a Mandatory Compliance Checklist for your benefit to complete prior to submission. This is to assist you in ensuring that you comply with all Mandatory criteria as non-compliance will result in disqualification.

2.2 Certificate of Submission

MANDATORY

The Certificate of Submission, Appendix A, summarizes some of the mandatory requirements set out in the RFP. It is a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent. Refer to Section 1.6 Mandatory Requirements.

Proponents must submit a signed Certificate of Submission as part of their proposal. Should a proponent not include the signed Certificate of Submission the proponent will be notified by CMHC and given 48 hours in which to meet this requirement.

2.3 Delivery Instructions and Deadline *(by E-BID)*

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. All registered times will be in accordance with the time CMHC computer servers **receive** the submission, not the time the proposal was sent by the proponent.*

*** Please be advised that E-BID has a size limitation 10 MB. It is advisable and recommended that proponents submit their proposal in multiple smaller files.**

It is recommended that the Proponent send an e-mail as soon as possible after the EBID proposal has been sent, notifying the contact person named in Section 2.4 Inquiries, that a proposal has been submitted to EBID, including the company name and e-mail address, with the date and time the submission was sent.

Upon receipt of proposals, an automated confirmation will be issued to the sender's e-mail address. It is strongly recommended that proponents follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

*** Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed for proposals to be received.**

Address for Delivery

Proposals, including all supporting documentation, are to be sent electronically to the following e-mail address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFP file # 201700419

Format

Proposals may be submitted in MS Word or Adobe Acrobat PDF in English or in French. NOTE: In certain email programs the “Send” format may need to be specified as either “HTML” or “Plain Text”. Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC.

Proposal Opening and Verification Period

All EBID proposals received on or before the closing date and time specified in this RFP, will be opened for evaluation purposes and verified by CMHC. If at that time, CMHC is unable to open a proposal, the proponent will be so advised and provided an opportunity to resubmit an openable version within 2 hours from notification.

Submission Deadline

Mandatory

Your proposal must be **received** at the exact location as specified above on or before the submission deadline set as:

2:00 p.m. local Ottawa time, on March 27, 2017.

Proposals arriving late will be automatically rejected, and the sender will be so notified by e-mail.

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail or facsimile to the following:

Jennifer Cote, Procurement Advisor
E-mail: jecote@cmhc-schl.gc.ca

Information given verbally by any person within CMHC shall not be binding upon CMHC. Proponents must have written confirmation from CMHC for any changes, alterations, etc., concerning this RFP. CMHC cannot guarantee a reply to inquiries received less than **seven calendar days** prior to the closing date.

All written questions submitted, which in the opinion of CMHC affect all proponents, will be answered by CMHC in writing and distributed to all proponents via buyandsell.gc.ca. All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. CMHC will determine, at its sole discretion, whether it will respond to the question.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to each proponent to whom CMHC has issued this RFP via buyandsell.gc.ca.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A proponent will not be allowed to add, change or delete any information during this process. CMHC is in no way obliged to meet with any or all proponents for this purpose.

2.6 Proponent Contact

The proponent shall name a person in their proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period

MANDATORY

All responses must provide that the terms of the response including the pricing proposal, shall remain valid and binding on the proponent for a period of 120 days following the closing date.

2.8 Changes to Submission

Changes to the submitted proposal can be made, if required, provided they are received as an addendum to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked “**REVISION**”, and be received no later than the submission deadline. In addition, the revised bid must include a description of the degree to which the contents are in substitution for the earlier proposal.

2.9 Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing that each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted and must be in a separate addendum to the proposal.

An acceptable alternative is one which CMHC considers satisfactory in meeting a mandatory requirement. CMHC at its sole discretion will determine if a proposed alternative meets the intent of the original mandatory requirement.

2.11 Liability for Errors

While CMHC has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

2.12 Verification of Proponent's Response

The proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proponent's response.

2.13 Ownership of Responses

All responses and related materials become the property of CMHC and will not be returned. CMHC will not reimburse the proponent for any work related to, or materials supplied in the preparation of the RFP response.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**" at **each item** or at the **top of each page**. Proponents' documents and information so marked will be treated accordingly by CMHC. Notwithstanding the foregoing, proponents are advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation.

2.14 Proprietary Information

Information contained in this RFP is to be considered "Proprietary Information" and the proponent is not to disclose this information to any party other than the proponent's employees or agents participating in the response to this RFP.

2.15 Corporation Identification

The proponent agrees not to make any use whatsoever of CMHC's name, logo or initials, including public advertisement, without the express written consent of CMHC.

2.16 Declaration re: Gratuities

In submitting its proposal, the proponent certifies that no representative for the proponent has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

2.17 Conflict of Interest

The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists;

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC;

In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor; and

Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

2.18 Declaration re: Bid Rigging and Collusion

In submitting its proposal, the proponent certifies that:

- a. prices as submitted in its proposal have been arrived at independently from those of any other proponent;
- b. the prices as submitted have not been knowingly disclosed by the proponent, and will not knowingly be disclosed by the proponent prior to award, directly or indirectly, to any other proponent or competitor; and
- c. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

2.19 Security Clearance

CMHC will require employees of the selected proponent to have received a security clearance from CMHC's Security and Business Continuity in order to permit them access to CMHC premises when required. This process normally takes approximately 10 working days. The proponent or its employees may be denied access to CMHC premises if they are not security cleared.

2.20 Shortlist

The evaluation procedure may include a shortlist based on the stated criteria. The shortlisted proponents may be asked to prepare a presentation, supply demonstration equipment or provide additional information prior to the final selection. CMHC reserves the right to supply more information to those bidders who are shortlisted.

2.21 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed participation and responsibilities of each company in the joint venture, and must provide a description of the proposed joint venture business arrangement which would be entered into by all parties upon receipt of a contract. The description must list the companies involved, indicate how long the business arrangement has been in existence, indicate the service(s) each respective party would be providing and describe the proposed participation and responsibility of each party.

The proponent shall designate one of the partners as the contact person through whom any communication between the proponent and CMHC will be channelled during the RFP process.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating company. Refer to Section 2.2.

2.22 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

2.23 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfil the requirements of the Contract, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, any subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Contractor acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times.

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Work under the Contract.

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the prospective proponent with the information necessary to develop a competitive proposal. The Statement of Work (SOW) is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied

As an integral component of the CMHC security effort, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, certificates, insurance, pre-employment screenings and files necessary to accomplish security guard services as described and required in this SOW. The Contractor shall perform to the standards required in this SOW and will be expected to work closely with CMHC representatives throughout the duration of the Contract.

CMHC shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this Contract. Should CMHC determine that the Contractor is not complying with the security requirements of this Contract, the Contractor will be informed in writing by the CMHC of the proper action to be taken in order to effect compliance with such requirements.

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Work are clearly identified in Section 4 - Proposal Requirement.

The Mandatory Compliance Checklist is located at Appendix C.

3.3 Background Information

CMHC is the Government of Canada's National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. Contract security guards have a crucial and highly visible role in support CMHC's mission. They are usually the first (and sometimes only) contact visitors have with the CMHC's community, and they are usually the first line of defense in the CMHC controlled facility. It is crucial that the Contractor ensure that their employees realize the importance of their role, and perform their duties courteously and professionally at all times.

CMHC has a requirement to provide security guard services within the CMHC National Office complex, and leased spaced at Place D'Orleans located in Ottawa, Ontario. The complex is comprised of three buildings and houses approximately 1,200 occupants.

Regular office hours for all employees/tenants of the complex vary from between 7:30 a.m. to 8:00 p.m. however, given the nature of staff and occupants needs, in addition to the availability of an on-site fitness center, staff may be in the complex at any time. The complex is therefore open to staff and tenants 365 days per year on a 24/7 basis.

CMHC is seeking to enter into a three (3) year Agreement with two (2) one (1) year renewal options with a company to provide the security guard services as detailed in this RFP.

3.4 Contract Transition

A smooth and orderly transition between the Contractor and the predecessor Contractor is necessary to assure minimum disruption to vital Contractor services and CMHC activities.

Hiring and Retention Requirements

Without in any way limiting the generality, the Contractor will comply with all Applicable Laws. The Contractor is encouraged to consider the predecessor Contractor's employees as a priority

for positions related to this Contract. The Contractor shall have the right but not the obligation to interview and make offers to the predecessor Contractor's employees who are performing the Services.

While CMHC will facilitate the interactions with the predecessor Contractor's employees that are to be interviewed by the Contractor post Contract award, the Contractor shall not disrupt official CMHC business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor may notify the predecessor Contractor's employees that the Contractor will be assuming services upon the Contract start date and may distribute business cards, employment applications, brochures, and other company information to the predecessor Contractor's employees while they are on duty, provided that there is no interference with the Contract employee's assigned duties (e.g., during "off hours" or during relief or lunch breaks). However, the Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with the predecessor Contractor's employees while they are on duty.

Conferences and Meetings

MANDATORY

Immediately after the lead proponent has been chosen, and prior to the Contractor's performance at the work site, the Contractor shall schedule a pre-performance meeting that includes the presentation of the Contractor's operational plan and discuss any issues, an in-depth review of the total Contract requirements, and a review of the Contractor's Transition Plan. The Contractor will not assume services until CMHC has approved the timeline and transition plan.

Security Licenses

MANDATORY

The Contractor bears the sole burden for ensuring the required security licenses are obtained and renewed as specified by the regulating agency for their employees required to perform work at the CMHC National Office Complex, Ottawa, Ontario.

Office Location

The Proponent should have an office within 100 kilometers distance from the CMHC National Office complex in Ottawa. This office must be staffed 24 hours per day, 7 days per week, 365 days per year by personnel authorized to act on behalf of the Contractor in all matters pertaining to the daily administration of the contract. Proponents are to provide proof of location of office and office staff to meet this requirement.

In the selection of security guards for this contract, CMHC expects the contractor to make a determined effort to ensure that women and minority groups be considered and receive a share of assignment opportunities consistent with selection criteria.

Language Requirement

MANDATORY

Language requirements for the delivery of services under this Contract include fully bilingual (French, English) capabilities for the site supervisor, shift supervisor and any guard employed during normal working hours (as defined at para 3.5) and any replacement personnel, whether temporary or permanent.

The Contractor will detail the hiring criteria, interview process, background investigation and language testing completed in the selection of guards.

The Contractor will only provide the number of security staff requested. The Contractor will not schedule staff to work more than 12 consecutive hours and will provide a minimum of 8 hours off between shifts.

It is the responsibility of the Contractor to provide appropriately trained staff to each post. There is no charge to CMHC for the on-the-job training of new or replacement security personnel and site specific training is expected to be a minimum of 24 hours of training.

3.5 Scope of Work

MANDATORY

The successful proponent will be responsible to provide the following staff complement on a regularly scheduled basis to CMHC's National Office located at 700 Montreal Road and at CMHC offices at Place D'Orleans in, Ottawa, Ontario:

The successful proponent must be able to provide the following staff complement:

- a. 1 site Supervisor employed up to 45 hours per week during normal working hours;
- b. 1 shift Supervisors on site 24/7 basis;
- c. As many as 8 guards during normal working hours;
- d. As many as 4 guards outside of normal working hours (evenings/overnights and weekends); and
- e. The capability to surge up to 5 extra guards when required.

Note: Normal working hours are typically 7:00 am – 5:00 pm Mon- Fri except statutory holidays

Security Guard Post Assignment Record

Security guards shall perform all tasks in accordance with the duties outlined on the Security Guard Post Assignment Record (Post Orders), which are prepared by CMHC for all shifts on each post. The Post Orders define the specific duties that the contract security guards are to perform. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by CMHC. CMHC may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope and has no impact on the Contract cost. Such changes shall not require modification to the Contract.

Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by CMHC through a written modification to the Contract. The Contractor may be financially liable for accepting or implementing changes by anyone other than CMHC; therefore, the Contractor shall be responsible for verifying with CMHC whether any requested changes should be provided pending issuance of a Contract modification.

Duties and responsibilities of individual security personnel are provided in the Post Orders. In addition a brief summary of key positions mentioned under this RFP together with their duties and responsibilities have been outlined in Schedule A to Section 6-Proposed Contract. Post Orders will be furnished to the successful Proponent by CMHC in sufficient detail to permit the effective delivery of security services. Security personnel are to be conversant with Post Orders and guided by those instructions in order to perform the work necessary to ensure the safety and protection of the property, buildings, contents and occupants.

Physical Demands

Contract employees are expected to be physically able to perform the following tasks or functions in the performance of their assigned duties:

Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor post (Parking Officer) may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, wind).

Frequent contact with the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations and the ability to use as much force that is reasonably necessary when dealing with an unruly employee or visitor (e.g., confrontations with angry, distraught persons).

Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected emergency situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

Ability to use post security equipment (Security and Video Monitoring Systems, portable two-way radios).

Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/directives.

Ability to intervene in a crisis situation (e.g., provide emergency first aid/CPR while waiting for arrival of paramedics or other emergency personnel), and

Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, etc.).

Individuals deemed incapable of performing the above tasks or functions will be removed from the Contract upon CMHC's request.

Security Guards - Typical Duties

Security guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have Post Orders.

No employee of the Contractor shall provide more than twelve (12) hours of combined service in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

Security guards must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with Post Orders.

Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

Security guards shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the shift. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment and, when necessary, questioning those persons whose activities arouse suspicion.

Access/Egress Posts

Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with each tenant organization's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits and parking areas, and shall provide that information to any visitor upon request.

Security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit and duress alarm, and shall be ready, willing, and able to use them as necessary and as required by the Post Orders.

Security guards shall be mentally alert and physically ready to operate and enforce CMHC's system of personnel identification and access/egress control.

Security guards shall process visitors as directed in the Post Orders by verifying visitors' identification, contacting sponsors or escorts, preparing and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs.

Security guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders.

Security guards will be responsible for operating all security equipment on post, such as the Security and Video Monitoring Systems. No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

Roving Posts

Security guards shall conduct patrols in accordance with routes and schedules established in the Post Orders and shall observe, detect, report, and respond to all suspected or apparent security violations and incidents. Roving patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.

Some posts may require a combination of fixed hours at a security guard post and roving patrols. Security guards shall adhere to the patrol schedule as outlined in the post orders or as occasionally directed by CMHC.

Traffic Control

When required by the Post Orders, security guards will direct traffic (vehicular and pedestrian), control parking, issue traffic violation notices, and observe the environment for suspicious vehicles or persons. Security guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility.

Receipt, Use and Safeguarding of Keys

Based on the Post Orders and coordination with CMHC, security guards will be responsible for receiving and using keys and access control devices (i.e., lock combinations) that are issued for the guards' use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All keys and access control devices are the property of CMHC and are to be returned to at the termination of the Contract.

Security guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by CMHC. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the security guard supervisor and CMHC Security and Business Continuity and as soon as the security guard detects the loss or the problem.

Security and Fire Systems

Security guards shall monitor and operate the building fire alarm system, environmental and intrusion detection systems, video monitoring systems, automated access control systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.

When an alarm sounds, the security guard shall immediately respond, report and record the incident as required by the Post Orders.

Security guards shall immediately notify their supervisor and CMHC if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

Utility Systems

Security guards may be required to lock or unlock specific entrances/exits at specific times as prescribed in the Post Orders.

During emergencies, security guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the Post Orders.

Building Rules and Regulations

Security guards will monitor and observe building occupants and visitors for compliance with the facility's rules and regulations. Security guards shall also identify, report, or delay, those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.

Physical Security

Security guards shall maintain physical security as prescribed by Post Orders. Security guards are responsible for detecting, delaying, and/or apprehending persons attempting to gain unauthorized access to CMHC property or otherwise violating laws.

Hazardous Conditions

In accordance with procedures in the Post Orders, security guards shall immediately report all potentially hazardous conditions and items in need of repair, such as inoperative elevators, locks, security hardware, leaky faucets, toilet stoppages, blocked emergency routes or exits.

Response to Injury or Illness

Security guards shall summon professional assistance in accordance with procedures in the Post Orders in the event of injury or illness to CMHC employees, tenants or others while in the building or on the premises.

Additional Duties

Security guards shall check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders.

Reports, Records, and Testimony

Security guards shall prepare and maintain required reports in accordance with the Post Orders regarding security-related issues such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to CMHC Site Security Officer.

While on duty, security guards shall verbally report to CMHC Security and Business Continuity threatening circumstances and potentially threatening activities they observe. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.

Overall Management of Security Guard Services

It is the responsibility of the successful Proponent to provide security staff, in accordance with the security staff complement indicated above, to manage the day-to-day security needs of the complex including supervision of all staff required to maintain security, and to work with the CMHC Manager, Security and Business Continuity and other designated CMHC security staff to resolve any security issues that may arise in the course of the contract.

Key Personnel

MANDATORY

Under this contract, the **Contract Administrator** and the **Site Supervisor** are designated as “key personnel.” The Proponent shall identify the Key personnel as part of the proposal response by submitting Key Personnel Resumes clearly detailing the individuals’ qualifications and demonstrating that the proposed Key Personnel meet the requirements listed below. If the proposed Key Personnel do not meet the requirements, the Proponent shall attach a written waiver request that will cite both the areas where the proposed Key Personnel do not meet the requirements and a statement by the Proponent explaining why the Proponent considers the proposed Key Personnel to be qualified to hold the position. Waiver requests must adequately demonstrate that the proposed Key Personnel possesses the ability to effectively manage, supervise, or train security guards in a security guard contract of the size and scope described in this RFP. The Proponent will identify the Key personnel as part of the proposal response.

CMHC must approve the proposed Key Personnel prior to his/her assignment under this Contract. The Contractor shall provide to CMHC the following minimum emergency communications information for individuals occupying the key positions identified above:

- Name
- Cellular phone number
- Pager number (if applicable)
- Home phone number

Contract Administrator

MANDATORY

The Proponent must appoint a Contract Administrator who will meet with CMHC representatives on a quarterly basis (4-meetings-per-year) in order to facilitate the ongoing management of

security needs, and will meet with CMHC representatives on an as-needed and requested basis in the event of emergency situations and/or other requirements. The Contract Administrator must have the authority to act on behalf of the Contractor in all matters pertaining to the daily administration of the contract.

The Contract Administrator position requires considerable specialized experience. Specialized experience includes: project development and implementation from inspection to deployment and demonstrated capability in managing multi-task Contracts of various types and complexity.

The Contract Administrator must have substantial and credible business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract of the size and scope described in this SOW.

The duties of the Contract Administrator shall not, under any circumstances, be performed by uniformed employees performing productive or supervisory hours under the term of the CMHC contract. The Contract Administrator shall have the authority to accept all correspondence on behalf of the Contractor and will have the overall responsibility for ensuring that the Contractor's work force complies at all times with the contract requirements.

Although post assignments and duties are provided by CMHC, it is the responsibility of the Contract Administrator or their designate to consult with CMHC to determine precise work requirements for each post and provide predetermined shift schedules for all regular assignments.

Site Supervisor Duties

MANDATORY

The Site Supervisor works closely with the Contract Administrator and the CMHC Corporate Security representative and is responsible for the day-to-day administration and successful implementation of the terms and conditions of the contract. This position provides direct administrative management and supervision of all positions required under the terms of the contract and ensures the positions are filled with fully qualified personnel and that appropriate work schedules are developed in accordance with Federal/Provincial legislation. This position shall have a thorough knowledge and understanding of the Post Orders.

The Site Supervisor is responsible to ensure a high level of service is maintained at all times through provision of on-going appropriate training and familiarization programs; ensuring personnel are aware of the content of Post Orders as well as other work related responsibilities; review of detailed work shift reports to ensure duties are performed as required and to address any shortcomings identified as well as ensuring all security incidents are properly reported, recorded and dealt with on a prompt and effective basis.

The Site Supervisor is also responsible for the enforcement of the parking policy at the CMHC National Office site, the maintenance of a control system for the authorized release of keys and passes to secured locations. As well as other duties that may be assigned from time to time, this position is called upon to provide advice and recommendations on security related matters which will be taken into consideration in planned changes or renovations to the National office complex. The Site Supervisor also acts as a member of the Building Emergency Response Team during emergencies.

The Site Supervisor shall have a background with a minimum of ten (10) years of successful experience in security field supervision (military service, law enforcement, or commercial / industrial security guard service) as well as proven experience in all support functions described above. The Contractor may propose, by written request, an employee for the position who lacks the above experience, provided that the Contractor offers evidence of similar experience.

Contractor's Patrol Officer

Patrol Officers are to be assigned by the Contract Administrator, at no cost to CMHC, to provide supervision of the security staff on a daily basis in accordance with the duties spelled out in Schedule A. The Contractor's Patrol Officer shall visit the Post to ensure that new security personnel are knowledgeable of duties.

Training

MANDATORY

The minimum experience and training for Supervisors and security guards assigned to this Contract is: a minimum of one year recent direct experience in a security field (demonstrated experience in security services). The Contractor must provide details of the basic pre-assignment training which is provided or must be obtained by all guards as a minimum standard for employment. Details should also be provided concerning any ongoing training routinely provided to security guards as well as any additional training provided to supervisors. Topics for the training of security guards and supervisors should include but not be limited to the following:

- Professionalism,
- Intrusion and Fire Alarm Systems
- Explosive Device and Bomb Threats
- Theft and Vandalism
- Report Writing
- Protecting Evidence
- Use of Force Techniques Training
- Fire Detection/Prevention/Safety
- First Aid/CPR/AED Training
- Patrol Procedures
- Supervision duties
- Shift scheduling
- Work Assignment
- Shift Verification
- Human Relations/Motivation
- Performance Evaluation

No guard may work at CMHC until a documented training log that includes name, date of training of personnel is completed. CMHC may inspect the training log at its sole discretion.

Whenever it becomes necessary to assign or reassign security personnel to a post for the first time without the security guard having first completed any necessary post orientation, the Con-

tractor shall arrange at his own expense to have the new personnel "double bank" with experienced personnel for at least twenty-four (24) hours to receive training prior to having the security guard taking over any post on his/her own, assuming the replacement is to be of a permanent nature.

Overlaps for training/orientation purposes are at the Contractor's expense and are not included in the overall number of staff allocated at any given time. Overlaps for training/orientation purposes will be applicable only for regular positions covered under this Contract. Short term positions required for special purposes will not require training of this nature.

First Aid/CPR/AED Training

Security Guards who do not possess a valid and current CPR, AED and First Aid certification are not considered qualified to perform on this contract.

Security Guards must become re-certified prior to the expiration of the First Aid, CPR, or AED certification. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all Security Guards assigned to work under this Contract.

All replacement security guards shall meet the CPR/AED/First Aid Training requirement specified above.

Uniforms and Grooming

The Contractor's security guard force uniforms shall be of a style in general use by large security guard or security organizations. It is agreed and understood that security personnel will be provided with uniforms, including inclement weather boots and garments in a satisfactory condition and subject to the acceptance of CMHC. Uniforms provided by the Contractor shall be worn by all security personnel assigned to the Contract at all times while engaged in the performance of the services required and be maintained in a professional and neat appearance at all times during their tour of duty.

Security personnel may not enter on duty unless they are wearing a complete uniform and be judged neat and tidy in appearance and will be subject, at any given time, to inspection by the CMHC Corporate Security representative. Failure by the contractor to provide acceptable uniforms may be considered grounds for the guard's removal from CMHC premises. All uniforms will be provided by and at the sole expense of the Contractor. All uniforms shall be identical in design and color. Picture of uniforms is to be provided for acceptance by CMHC.

Shift Reports

The Contractor will supply security shift reports to be used to identify significant incidents and/or performance indicators for each individual security post. Sample of proponents shift report is to be provided to CMHC.

Changes to Service

The following details the manner by which CMHC will reserve the right to make changes to services provided under any resultant contract.

Within prescribed notice times, CMHC reserves the right to:

- increase or decrease the number of hours or timing of requirements;
- alter the guard category;
- add service at new locations;
- terminate service at any location.

Increase of Guard Requirement

MANDATORY

CMHC will give at least fifteen days written notice to the Contractor of increases for regularly large scale long term scheduled guard requirements. Normally, at least twenty-four hours notice will be given for increases in short term requirements for special reasons. The capability to provide twenty-four hours notice in the event of increases for short term guard requirements would be considered desirable. Proponents must demonstrate in their proposal their capability to respond to both long term and short term changes in staff complement. CMHC will give at least forty-eight hours notice for decreases in requirements, whether temporary or permanent.

Backup Staff

MANDATORY

The Contract Administrator is responsible for providing fully trained temporary security staff in the event of staff absences for any reason. In the event of unscheduled staff absences, replacement staff shall be provided within two (2) hours. The Proponent must demonstrate the procedures that will be in place to provide such qualified backup staff.

All agreed to additional guard services, requested and approved by CMHC, will be billed to CMHC in accordance with the invoicing instructions and approved rates herein.

Conduct of Contractor Personnel

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

CMHC may recommend to the Contractor to immediately remove any employee from the CMHC site if the employee is not maintaining satisfactory performance in accordance with the Contract. Additionally, the employee may be removed if he/she has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. Specific reasons for removal of an employee will be provided to the Contractor in writing. The Contractor will make all determinations regarding the removal of any employee from the CMHC site.

CMHC and Contractor Furnished Property

The Contractor shall be provided and shall use or operate in a responsible manner CMHC furnished property deemed necessary by CMHC to aid the Contractor in the performance of work. The Contractor is solely responsible for the care and accountability of all CMHC provided equipment in accordance with the terms and conditions of this Contract.

CMHC property shall be used for official CMHC business only in the performance of this Contract. The Contractor or the Contractor's employees shall not use CMHC property in any manner for any personal advantage, business gain, or other personal endeavor. The Contractor shall reimburse the CMHC for expenses associated with misuse or abuse of CMHC furnished property or equipment by the Contractor's employees.

All property furnished by CMHC under this Contract shall remain the property of the CMHC.

Unless otherwise specified, CMHC is responsible for the repair and maintenance of CMHC furnished property. The Contractor is responsible for the timely reporting to CMHC of any property deficiencies or losses.

Safeguarding CMHC Property

The Contractor shall take all reasonable precautions, as directed by CMHC or, in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect CMHC property.

If the work under the Contract requires that the Contractor employees have access to sensitive, classified, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to CMHC or to other private parties performing or seeking to perform work for CMHC, no employee of the Contractor shall be authorized to read, photocopy, remove, or otherwise appropriate such information for his/her own use or disclose such information to third parties unless specifically authorized in writing by CMHC. Violations of this policy may result in Contractual actions being taken.

Contractor Furnished Property

The Contractor shall furnish and maintain in acceptable condition, at no cost to Contractor employees, all items of uniform and equipment necessary to perform work required by the Contract (including each task order issued under this Contract). The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this Contract.

Supplementary Equipment

Security guards shall not possess any unauthorized supplemental or personal equipment (e.g., equipment not issued by the Contractor or required by the Contracts). Security guards who are found to possess any unauthorized equipment while on post may be removed from the contract.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

Proposal responses are to be organized and submitted in accordance with the instructions in this section. Responses should be organized into the following Response Item sections.

Response #	Items
4.3	Covering Letter
4.4	Table of Contents
4.5	Executive Summary
4.6	Proponent's Qualifications
4.7	Response to Statement of Work
4.8	Project Management Plan
4.9	Transition Plan
4.10	Financial Information
4.11	Pricing Proposal
4.12	Pricing Proposal
4.13	References
4.14	Security Licenses
4.15	Insurances

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in section 4 are identified as mandatory. See Section 1.6 Mandatory Requirements.

4.3 Covering Letter

A covering letter on the proponent's letterhead shall be submitted and include the following:

- a. a description of the company or joint venture/consortium;
- b. the names of the principals;
- c. the primary contact person with respect to this RFP: the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available; and
- d. the locations of primary and all other offices that would be servicing the contract.

4.4 Table of Contents

The proponent shall include a table of contents using the response item headings and numbering system identified in this section of the RFP. The response should be paginated for easy referencing by the evaluation committee.

4.5 Executive Summary

The proponent's proposal should include an executive summary highlighting the following:

- a. a summary of the proponent's proposal, including key features of the proposal, features that make the proposal superior, innovations or cost-saving opportunities; and
- b. a brief statement of the proponent's qualifications to meet the need of CMHC.

4.6 Proponent's Qualifications

MANDATORY

The proponent's proposal should include information about the proponent's qualifications as follows:

- a. a description of the firm, its age, organization, number of full-time employees and product specialization;
- b. resumés for all project personnel, including subcontractors if any, who will be employed in the management and supervision of the ongoing contract;
- c. References: A list of three (3) contracts of a similar size and scope which the proponent currently holds or has held over the past 48 months. For each contract, provide the following information: company name and address; contact person name, email address and phone number. CMHC may approach any such contact person for information relating to the quality of work and services provided by the proponent; and
- d. information about office location(s) answering these questions: If awarded this contract, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.7 Response to Statement of Work

MANDATORY

In this section, the proponent shall provide detailed information relative to the specifications and the work listed in Section 3, "Statement of Work".

Detailed responses to the work should describe how the proposal meets each requirement. If there are any deficiencies, list them and indicate how they are to be overcome. You should describe the flexibility of the service where it is over and above that stated as a requirement. You are encouraged to refer to and attach any supporting documentation which clearly and concisely describes your service capabilities.

In addition, Proponents are to provide information in their response related to the following specific items:

- a. Proponents are to provide their hiring standards including interview process and any background investigations that proponents may conduct in their process of hiring suitable security personnel;
- b. Proponents are to provide an example of their current pre-assignment training program provided to all security staff and must demonstrate how their training meets CMHC security needs;
- c. Proponents are to provide an example of any additional training that will be provided to all security staff assigned to CMHC including supervisors;
- d. Proponents are to describe how they propose to meet Out-of-Scope Security Services requests to provide additional security services by providing fully trained and experienced personnel to undertake services such as Corporate Investigations, Threat Risk Assessments, Site Physical Security Surveys etc.;
- e. Proponents are to describe how they propose to meet short term and long term changes to staff complement;
- f. Proponents are to describe how they ensure Patrol Officers are in communication with both the Proponents' office and the CMHC security staff, and how they ensure appropriate staff supervision by Patrol Officers;
- g. Proponents are to provide assurance that uniforms will meet the needs of CMHC;
- h. Proponents are to provide an example of a security shift report form; and
- i. Proponents are to provide references as requested.

4.8 Project Management Plan

MANDATORY

The proponent shall describe its project management plan including;

- a. **Project Management Approach:** The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority;
- b. **Quality Control:** The proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.

- c. Status Reporting to CMHC: The proponent shall describe its status reporting methodology including details of written and oral progress reporting methods;
- d. Interface with CMHC: The proponent shall describe and explain:
 - its interface points with CMHC
 - all interface mechanisms, and
 - how interface issues and difficulties will be resolved.
- e. Work Schedule: The proponent shall describe the method it will use to ensure compliance with the work schedule; and
- f. Business Continuity Plan: If applicable, the proponent shall describe the part of its business continuity plan that is currently in place throughout its organization and which will be used to maintain the delivery of services to CMHC in case of a disaster or other business interruption events that could affect the proponent's capability to perform its obligations under the agreement, including a description of the approach that will be used to maintain the scope of services described in this RFP.

4.9 Transition Plan

MANDATORY

As part of the submission, the Proponent shall provide a transition plan that shall, at a minimum, describe the following:

- a. the Proponent's experience in implementing the requirements including identifying all the services, reports and information to be available at the start date;
- b. the transition plan and teams, including a strategy for implementing all functions including a timeline;
- c. a strategy for training including employee assignment, schedules, locations and coordinating with CMHC representative;
- d. the process for transitioning predecessor employees if applicable, and
- g. the approach that will be used at CMHC to avoid operational disruptions during the transition.

4.10 Financial Information

MANDATORY

4.10.1 Credit Check

Sole proprietorships and partnerships must provide a statement contained within their proposal giving written permission for CMHC to perform a credit check as required.

4.10.2 Financial Capacity

CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Should the proponent be selected as the lead proponent following the RFP evaluation process, CMHC will request the necessary financial statements to confirm the financial capacity of the proponent. At that time, the Lead Proponent(s) must provide to CMHC the following information, as appropriate upon 72 hours of CMHC's request:

Note: Failure to comply with the Financial Information submission requirements as indicated above and within this section, will result in disqualification of the Lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

Partnerships, Corporations, Joint Ventures and Consortiums:

CMHC requires the provision of the financial statements for the analysis of financial capacity. You must provide a complete set of signed, detailed, audited financial statements for each of the last three (3) years of your firm. You must agree to provide any other financial information that CMHC may subsequently request. The auditor's report must be signed by an appropriate officer of the audit firm. In the case that your financial statements are not audited, CMHC will only accept them if they are accompanied by a signed review engagement report for each year. A complete set of financial statements consists of all the following items:

- a. Auditor's Report (or Review Engagement Report);
- b. Balance Sheet;
- c. Income Statement;
- d. Statement of Changes in Financial Position; and
- e. The Notes to the Financial Statements.

and;

In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form as indicated above for sole proprietorships, partnerships or corporations. For partnerships of individuals (as opposed to partnerships of corporations), each individual must provide written permission for CMHC to perform a credit check on them as individuals.

4.11 Pricing Proposal

MANDATORY

The proponent must provide a response relative to the pricing of its proposed solution.

All prices and amounts of money in the proposal are to be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

The GST, HST or PST, whichever is applicable, shall be extra to the price quoted by the Vendor and will be paid by CMHC.

The proponent must submit a fixed (firm) price quoting firm fixed yearly rates for each position listed, listed on **Chart 1** below, for each initial 3 years of the contract, including pricing information that indicates how the fixed price was calculated for each position listed.

The proponent must provide the hourly wage paid to personnel and the hourly rate charged to CMHC for each position listed on Chart 1, including the hourly wage to be paid to all positions in the overtime and statutory holiday categories, including a clear definition of what is considered overtime. The hourly rate charged to CMHC for overtime and statutory holidays must not exceed the percentage increase over regular hours agreed to by union contract if applicable.

In addition, the proponent must provide on **Chart 2** below the total yearly proposal cost, including statutory holidays, for each position listed, for each of the initial three (3) years of the contract, including the grand total yearly price for all three initial years combined.

CHART 1 FIRM FIXED RATES (Years 1, 2 and 3)

Site Supervisor	Hourly Wage Paid to Personnel	Hourly Rate Charged to CMHC
Regular Hours		
Overtime Hours		
Statutory Holidays		

Shift Supervisor	Hourly Wage Paid to Personnel	Hourly Rate Charged to CMHC
Regular Hours		
Overtime Hours		
Statutory Holidays		

Guards	Hourly Wage Paid to Personnel	Hourly Rate Charged to CMHC
Regular Hours		
Overtime Hours		
Statutory Holidays		

CHART 2

TOTAL YEARLY PRICE FOR EACH THREE INITIAL YEARS

Site Supervisor	Total Yearly Price		
	Year 1	Year 2	Year 3
Regular Hours			
Statutory Holidays			

Shift Supervisor	Total Yearly Price		
	Year 1	Year 2	Year 3
Regular Hours			
Statutory Holidays			

Guards	Total Yearly Price		
	Year 1	Year 2	Year 3
Regular Hours			
Statutory Holidays			

Grand Total	Year 1	Year 2	Year 3

4.12 References

MANDATORY

Proponent is to provide a list of a minimum of three (3) contracts, of similar size and scope, which it currently holds or has held over the past 48 months. List the company name, address, phone number and contact person whom CMHC may approach for information relating to the quality of service provided by the Proponent. This list should be all inclusive and not selective, in order for CMHC to conduct, at its discretion, a random survey of the references provided. CMHC will be inquiring as to the relative satisfaction of the services performed, the efficiency and flexibility of the service to accommodate specific requests, and the general performance of the security staff.

4.13 Security Licenses

MANDATORY

Proponents must demonstrate their compliance with industry related federal and provincial regulations. Security guards are to be licensed in accordance with the Security Guard Act and Regulations of the Province of Ontario. The prescribed identification card must be in their possession at all times when on duty.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a lead proponent and finalize and sign a contract.

The lowest cost or any proposal will not necessarily be accepted and CMHC reserves the right to accept or reject any or all proposals in whole or in part.

CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

CMHC shall conduct the RFP process in a visibly fair manner and will treat all proponents equitably. To this end, it has established objective RFP standards and evaluation criteria which will be applied uniformly to all proponents. Therefore, no proponent shall have any cause of action against CMHC arising out of a failure to award a contract, the failure to evaluate any proposal, or the methods by which proposals are assessed.

5.2 Limitation of Damages

The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process, and the proponent, by

submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" lists all the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

Each compliant proposal shall be individually evaluated by each member of the Evaluation Committee, made up of qualified personnel. Evaluators shall evaluate and numerically score each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B". Once individual evaluations are complete, the Evaluation Committee will discuss and agree upon a final score for each proposal.

The proposal with the highest overall score will be considered the lead proponent with whom CMHC will endeavor to contract.

5.5 Financial Evaluation

CMHC will carry out a credit check and/or a financial capacity on the lead proponent before beginning contract discussions. This is a pass/fail test. Pass means that contract discussions begin. Fail means that the lead proponent may not enter into contract discussions and is disqualified from further consideration. The financial evaluation will be based on the information supplied by the proponent as per Section 4.10 of this RFP.

5.6 Proponent Selection

Acceptance of a proposal does not oblige CMHC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of CMHC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties. CMHC reserves the right to alter the stated requirements as needs require and to accept an alternate proposal included in any proponent's response.

Without changing the intent of this RFP or the lead proponent's proposal, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

6 SECTION 6 PROPOSED CONTRACT

6.1 Overview of Section 6

Attached in Section 6.3 is a proposed contract. The terms and conditions in this draft contract may be incorporated into any contract resulting from this RFP. CMHC reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

The proponent's proposal and all associated correspondence from the proponent, where relevant, shall to the extent desired by CMHC form part of the final contract and the proponent must accept that the final contract form will be in a format acceptable to CMHC.

Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal (including a declaration in the attached draft contract of any potential conflicts of interest), agrees to be bound by the terms and conditions in the draft contract in Section 6.3 in the event that the proponent is selected by CMHC to enter into a contract agreement.

For the purposes of this section the term "Contractor" refers to the successful proponent with whom CMHC enters into a contract agreement.

6.2 Mandatory Contract Terms and Conditions

The terms, conditions or sections of the draft contract in Section 6.3 that are labeled mandatory must be accepted by the proponent without alteration.

6.3 Proposed Contract

The attached proposed contract forms Section 6.3 of this RFP.

PROPOSED CONTRACT

CMHC FILE No. _____

THIS AGREEMENT made this ____ day of _____, _____.

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION
National Office
700 Montreal Road
Ottawa, Ontario, Canada
K1A 0P7

(hereinafter referred to as "CMHC")

AND

(hereinafter referred to as "the Contractor")

WITNESSES THAT in consideration of the respective covenants and agreements hereinafter contained, CMHC and the Contractor mutually covenant and agree as follows:

Article 1.0 - The Work

The Contractor covenants and agrees to provide Security Guard Services in accordance with the terms and conditions of this Agreement to Canada Mortgage and Housing Corporation (CMHC) National Complex at 700 Montreal Road, Ottawa, Ontario..

Article 2.0 - Term of the Agreement

2.1 This agreement shall be for a period of three (3) years commencing on April 28, 2017 and ending on April 29, 2019, with the option to renew for two (2) subsequent one-year periods, for a maximum of five (5) years.

2.2 Notwithstanding article 2.1 above, CMHC shall conduct on an annual basis, an assessment of the Contractor's work performed for the past year and based on this assessment, at no less than sixty (60) days prior to each year's anniversary date of signing the agreement, CMHC will advise the Contractor in writing of their decision to continue or terminate the Agreement.

Article 3.0 - Financial

3.1 In consideration of the carrying out of the work, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B. Propponents' pricing provided to CMHC in their submission, will form part of the contract and must be fixed for first three years from contract award. Price increases may be negotiated for each successive renewal years.

3.2 The amount payable to the Contractor by CMHC pursuant to article 3.1 is exclusive of all taxes, assessments, duties or other levies that may be payable under this Contract to the Contractor, including any goods and services tax/harmonized sales tax (GST/HST) or retail sales tax (RST). No taxes, assessments, duties or other levies shall be payable to the Contractor in addition to the amount payable pursuant to article 3.1 unless specifically agreed to between the Contractor and CMHC.

3.3 Notwithstanding article 3.2 above, GST/HST or RST, to the extent applicable and required to be collected by the Contractor, shall be collected by the Contractor on the consideration due and shown as a separate item on an invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor's GST/HST number. Where the Contractor is also required to collect the Quebec Sales Tax (QST), the invoice shall show the QST number. The Contractor shall duly remit to the Canada Revenue Agency any amounts of GST/HST collected on the consideration payable pursuant to this Contract. The Contractor shall remit to the appropriate provincial taxing authorities any amounts of RST or QST collected by the Contractor from CMHC pursuant to this Contract.

3.4 Invoicing - The Contractor must allow 60 days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the service or delivery of the goods.

3.5 Audit - The Contractor shall maintain proper records and accounts during the term of the Agreement and for a period of three (3) years following the end of the term and any renewals thereof. The Contractor agrees to allow CMHC's internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Contractor agrees to provide the Corporation's internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice, however the Corporation agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and not to break confidentiality.

3.6 All invoices, notices and requests for payment must make reference to this contract by quoting **CMHC file number 201700419** and be forwarded to CMHC at the following address:

Canada Mortgage and Housing Corporation
Admin Assistant
Security and Business Continuity
“C” Building, C1-382
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Time charged will be verified by the CMHC Security and Business Continuity before payment has been made to the Contractor under the terms and conditions of this Agreement.

- 1.** An original and two (2) copies of each invoice shall be submitted biweekly to CMHC Security and Business Continuity for services actually rendered.
- 2.** Payment by CMHC for the services rendered shall be made within sixty (60) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract.
- 3.** If CMHC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the Contractor shall be notified of the nature of the objection.

Overtime will be paid in accordance with Provincial Regulations. However, the Contractor may only adjust the billing rates for overtime when prior authorization to work overtime has been obtained from CMHC.

The increase in the billing rates for authorized overtime hours worked shall not include any additional charges related to overhead and profit but shall be confined solely to wages and employer contributions.

Article 4.0 - General Terms and Conditions

4.1 Contract Termination

Notwithstanding articles 2.1 and 2.2 above, CMHC may terminate the contract for any reason with no penalty by giving thirty (30) days written notice, at any time during the contract period.

Upon termination of this Contract or upon delivery of notice of intent to terminate this Contract, the Contractor shall promptly review all work in progress and, if this Contract is terminated prior to the expiry of the term, the Contractor shall nevertheless complete or arrange for the completion of any and all work in process at the time of termination.

4.2 Contract Administrator

MANDATORY

CMHC has assigned a contract administrator to oversee the contract (see article 5.1). The Contractor shall be expected to name a counterpart representative. The Contractor's Contract Administrator will be responsible for providing scheduled status reports to CMHC's contract administrator or a designate.

4.3 Contract Renewal

This Contract may be renewed, at the sole discretion of CMHC, for two (2) one (1) year periods, not to exceed a cumulative total of five (5) years, provided that CMHC receives from the Contractor at least 90 days prior to the initial expiration date and on each anniversary date, a letter indicating the Contractor's desire to renew for an additional one year term along with any revised prices and/or terms and conditions of the agreement. CMHC shall review the recommended changes and conduct an assessment of the Contractor's performance with respect to the work performed to date. At its discretion, CMHC shall within thirty (30) days after receiving the Contractor's letter, advise the Contractor in writing of CMHC's decision to either accept the recommended changes, renegotiate or terminate the Agreement.

4.4 Assignment of the Contract

MANDATORY

The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC. It is understood and agreed that the Contractor may engage other entities to assist the Contractor in providing certain of the services contemplated in this Agreement provide that the Contractor shall at all times remain responsible for the provision and quality of such services in a manner which fully recognizes and respects the confidential nature of the services. The Contractor undertakes to advise such entities in writing that they are independent contractors, and are not employees or agents of the Corporation. No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon CMHC.

4.5 Contractor's Indemnification

The Contractor agrees to indemnify CMHC, and its officers for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this agreement, provided such loss, damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of CMHC or its officers or employees, and whether such actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor.

4.6 Liquidated Damages

No specific remedy expressed in the Contract is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any contract or otherwise in law.

4.7 Termination for Default of Contractor

Notwithstanding anything to the contrary in this document, CMHC may, by giving 10 days prior written notice to the Contractor, terminate this contract without charge with respect to all or any part of the contract for any of the following reasons:

1. The Contractor commits a material breach of its duties under this contract, unless, in the case of such breach, the Contractor, within thirty (30) calendar days after receipt of written notice of such breach from CMHC, in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, (a) cures such breach and (b) indemnifies for any resulting damage or loss;
2. The Contractor commits numerous breaches of its duties under this contract that collectively constitutes a material breach;
3. A change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this contract;
4. The Contractor commits fraud or gross misconduct; or
5. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any Statute for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the contract or out of termination, payment will be made within thirty (30) days of the date of the invoice from CMHC to the Contractor for the value of all finished work delivered and accepted by CMHC, such value to be determined in accordance with the rate (s) specified in the contract.

4.8 Procedures on Termination

Commencing six (6) months prior to expiration of this contract or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this contract, the Contractor shall provide to CMHC a transition out plan that will detail how the contractor intends to support CMHC if a transition out is required (i.e. new supplier), the reasonable

termination /expiration assistance requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

4.9 Non-Compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the agreement, or is in default in any other manner under the Contract, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to this Contract, which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

4.10 Force Majeure

In the event that the Contractor is prevented from fulfilling its obligations under the terms of this agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the Contractor shall notify CMHC in writing, within the shortest period of time. The said written notice shall be sent by registered mail and shall state the factors that constitute a force majeure or an act of God. Without limiting the application of the above, the following shall constitute cases of force majeure: war, serious public disturbances, all impediments arising from orders or prohibitions of public authority, acts of God, actions of public enemies, strikes, lockout and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Contractor has no reasonable control.

The Contractor shall take all reasonable means to resume fulfillment of its obligations. If this is not possible, CMHC may to the extent it deems necessary secure the services of other qualified Contractors without compensation or obligation to the Contractor.

4.11 Compliance With Laws

The Contractor shall give all the notices and obtain all the licenses required to perform the work. The Contractor shall comply with all the laws applicable to the work or the performance of the contract.

4.12 Provincial Laws Governing Agreement

This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Failure by either party to assert any of its rights under the agreement shall not be construed as a waiver thereof.

4.13 Independent Contractor

The Contractor shall act as an independent contractor for the purposes of this contract. It and its employees, officers and agents are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, and agents. Without limiting the generality of the

foregoing, the Contractor shall retain complete control of and accountability for its employees and agents. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and payroll deductions required in respect of its employees. All personnel shall, at all times, and for all purposes, be solely in the employment of the Contractor.

4.14 Contractor's Authority

The Contractor agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in anyway.

4.15 Corporation Identification

It is agreed that the Contractor will make no use whatsoever of CMHC's name, logo or initials without the express written consent of CMHC

4.16 Intellectual Property Rights

All material, reports and other work product produced under this (RFP and the resulting) Agreement will be the sole property of CMHC. The Contractor warrants that the Contractor is the only person who has or will have moral rights in the material created by the Contractor and supplied under this Agreement and the Contractor hereby waives in favour of CMHC all of the Contractor's moral rights in the material, as provided for in the law of copyright. Upon the material coming into existence, the Contractor agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of the Contractor's moral rights therein.

4.17 Non-Disclosure of CMHC Information

Under this section, "CMHC Information" refers to any and all information which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in order to fulfill the requirements of the Contract, however obtained. Without limiting the generality of the foregoing, CMHC Information includes data held in any type of electronic format and information provided directly, indirectly or through third parties to the Contractor, subcontractor, reseller, agent or any other person engaged to perform the Work under the contract.

The Contractor acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control of all times.

The Contractor further understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive unless otherwise specifically agreed to in writing by CMHC. The Contractor shall restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Work under the Contract.

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information in a database or repository physically independent from all other databases or repositories. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the Work does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

Where disclosure of CMHC Information is required pursuant to a lawful requirement or for the purposes of complying with a subpoena or warrant lawfully issued or lawfully made by a court, person or body, the Contractor shall notify CMHC promptly after discovering the potential of disclosure of the CMHC Information so that CMHC has the opportunity to seek a protective order or other appropriate remedy.

The Contractor also agrees that in the event that disclosure of CMHC Information is required by a valid and applicable law, it shall, in co-operation with CMHC, do all things possible to prevent access to CMHC Information including but not limited to taking appropriate legal action against disclosure, providing information and other assistance in order for CMHC to take appropriate legal action against disclosure and ensuring that disclosure is strictly limited to the information lawfully requested.

4.18 Confidentiality

MANDATORY

Contracts: The Contractor agrees that all records and information obtained by the Contractor on behalf of CMHC will be kept confidential to the extent required by federal Access to Information and Privacy Legislation or provincial law.

The Contractor or its servants or agents will treat as confidential during, as well as after completion of, the contract, all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder.

The Contractor shall, at the request of CMHC, provide an Oath of Secrecy for each of its employees or persons engaged in carrying out the work, in a form prescribed by CMHC.

Any documents provided to the Contractor in the performance of the work described herein shall be returned, uncopied to CMHC or destroyed by the Contractor within 6 months of the termination of this contract. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

4.19 House of Commons

No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit arising there from.

4.20 Binding

This contract shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

4.21 Scope of Agreement

This contract contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties except those set out herein or attached as Specifications, Conditions and Addendum. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22 Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Lead Proponent(s) will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of this Agreement.

4.23 Conflict of Interest

MANDATORY

The Contractor and its principals, employees and agents shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest, including a conflict between the Contractor's duties to that third party and the Contractor's duties to CMHC.

In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All portions of the Work which have been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this request for proposal.

4.24 Insurance

MANDATORY

A) Commercial General Liability Insurance

The Contractor will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- **personal Injury including wrongful eviction**
- **coverage for intentional injury in defence of property/persons**
- **care, custody and control exclusion does not apply to property being protected.**
- broad form property damage including completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFP).

B) Professional (Errors & Omissions) Liability

The Contractor will provide and maintain Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000. The policy will provide 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7. Coverage is to include Proponents and Service Providers employees and contract employees (if applicable) as named insured.

If the property being protected (property damage) while in the Care, Custody and Control of the Contractor falls under this policy then the limit required shall be not less then \$10,000,000.

C) Automobile Insurance

The Contractor will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 Third Party Liability for all motor vehicles used by the Proponent in the performance of this Contract.

D) Fidelity Bond/Employee Dishonesty Insurance

The Contractor shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada. The policy shall extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract. Insurance is to include a third party extension for a limit of not less than \$1,000,000.

Other conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may, request changes to the minimum insurance coverages set out above.

All insurance policies required to be maintained by the Contractor pursuant to this Section 4.15 (Insurance) shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section 4.15 (Insurance). In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 4.15 (Insurance) intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 4.15 (Insurance).

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section 4.15 (Insurance), the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract. All insurance policies shall be provided and maintained by the Contractor at its own expense.

4.25 Contractor Safety

MANDATORY

The Contractor, at its own expense, shall at all times while upon the work site or any property or premises of CMHC, provide all necessary and sufficient safeguards and take all proper precautions against risks of loss of life or injury to any persons, or damage to, or destruction of any property.

In accordance with Workplace Hazardous Material Information System (WHMIS) regulations, the Contractor must submit Material Safety Data sheets to the CMHC representative on site upon request.

4.26 Labor and Health Conditions

MANDATORY

The Contractor shall comply with all labor conditions, and with all health conditions and requirements, from time to time applicable to the work.

4.27 Access to CMHC Property

CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel in cases of emergencies. CMHC also will have

the right at any time to remove from and/or refuse entry to the work site any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

4.28 Use of Subcontractors

MANDATORY

This Contract references only the relationship between CMHC and the Contractor. The Contractor must receive written approval from CMHC prior to engaging in any subcontractor arrangement for the purpose of fulfilling this contract. The Contractor is solely responsible for the conduct of any subcontractors employed to perform the work herein identified.

The Contractor undertakes that, in the event that a subcontractor(s), being unable to fulfill their obligations under the Contract, they shall provide replacement services satisfactory to CMHC. Failure to fulfill said obligations shall constitute a breach of Contract.

Should a subcontractor become insolvent or unable to meet its obligations to the Contractor for any other reason, the Contractor shall notify CMHC immediately and shall take immediate remedial action to prevent disruption of service delivery to CMHC. If, under such circumstances or for any other reason whatsoever, the Contractor deems it necessary to engage a different major subcontractor(s) to deliver all or part of the contracted services, CMHC shall, at its sole discretion, have the right to review the financial stability and delivery capabilities of the proposed replacement for the subcontractor(s) and to approve or reject said replacement for the subcontractor(s).

4.29 Suspension of Work and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the work in whole or in part, and make modifications of, changes in or additions to the specifications of the type of services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition shall result in an increase or decrease in the cost of the work, the contract price shall be adjusted accordingly provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.30 CMHC Property

The Contractor shall be responsible for all loss or damage to CMHC property delivered to or in custody of the Contractor in connection with this agreement from the time of such delivery or custody until returned to CMHC.

4.31 Conduct of Work

The Contractor agrees to carry out the work diligently and to provide efficient supervision and inspection thereof and that the work will be of proper quality, material and workmanship and in full conformity with the specifications, drawings, models and/or samples, if any.

The Contractor shall not stop or suspend work pending the settlement or determination of any differences arising under the Contract, unless so instructed by CMHC.

The Contractor will assign security personnel permanently to the Agreement when they have been found acceptable to CMHC.

If any of the security personnel so furnished are subsequently considered by CMHC to be unsuitable, the Contractor shall immediately on notification from CMHC remove and replace them with security personnel acceptable to CMHC.

CMHC reserves the right to determine the suitability for reassignment of any security personnel removed from a post.

4.32 Security Clearance

MANDATORY

The Contractor agrees that it or any other persons for which it is responsible who are to perform the Contractor's obligations hereunder shall not be acceptable to CMHC unless, at the request of CMHC, those persons have received a security clearance from CMHC Security and Business Continuity.

It is agreed that the Contractor shall provide and cause any such other person who is to perform work under this Contract and for whom the Contractor is responsible to provide any and all information requested by CMHC Security and Business Continuity to CMHC immediately upon request.

It is further agreed that should the Contractor or any other person who is to perform work under this Contract and for whom the Contractor is responsible, fail to receive such a security clearance, that CMHC shall have the sole discretion to exclude such person from performing any work on this Contract, or to terminate this Contract immediately.

4.33 Extras

Except as otherwise provided in the contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC

4.34 Closure of CMHC Offices

Where services are being provided by the Contractor pursuant to this Agreement on CMHC premises and the premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, and where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, payment to the contractor hereunder may be suspended or modified. Payment will be suspended in full after 48 hours written notice unless the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations. Based

on such evidence and the extent to which the Contractor is able to mitigate, CMHC may continue payment in full (subject to clause B below), or at a reduced amount, or suspend payment completely; and

Notwithstanding clause (a) above, if closure is continued beyond one calendar week, payment under this Agreement may be suspended in full immediately, on further written notice to the Contractor, until reopening permits the services to continue.

Article 5.0 - Contract Administration

5.1 The Contractor shall be notified in writing by CMHC's contract administrator, of the names of CMHC representatives authorized, from time to time, to assign jobs and approve payments with respect to the work carried out under this contract.

5.2 Changes and/or additions to the terms and conditions of this contract shall be transmitted either by fax, e-mail or postal service to the party's authorized representative as follows:

**for CMHC; Manager, Security and Business Continuity
Canada Mortgage and Housing Corporation
700 Montreal Road
Ottawa, Ontario K1A 0P7**

Phone: (613) 748-2758 Fax: (613) 748-2213

e-mail: _____

**for Contractor; _____

_____**

Phone: () _____ Fax: () _____

E-mail: _____

Article 6.0 - Contract Documents

6.1 The Contract documents consist of the following:

- (a) This form of Agreement as executed _____;
 - (b) CMHC's Request for Proposal dated _____;
 - (c) The Contractor's submitted Proposal dated _____; and
- together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 The contract documents are complementary and what is called for in any one shall be binding as if called for by all. The contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of

a conflict between them, the contract documents shall have precedence among themselves in the order as listed above.

IN WITNESS WHEREOF this agreement has been signed by the Parties hereto by their duly authorized signing officers.

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

Schedule "A"

DUTIES AND RESPONSIBILITIES

Contract Administrator

A Contract Administrator will be appointed by the Contractor to be the point of contact for the Administration of the contract with CMHC. The Contract Administrator who will meet, at a minimum, with CMHC representatives on a quarterly basis (4-meetings-per-year) in order to facilitate the ongoing management of security needs, and will also meet with CMHC representatives on an as-needed and requested basis in the event of emergency situations and/or other requirements.

Patrol Officers

Patrol Officers assigned by the Contract Administrator will provide supervision of security staff on a daily basis. Patrol Officers must visit security staff at all posts within the National Office complex a minimum of once per shift (8 or 12 hours shifts), at irregular times. The visits must include, when necessary, an ongoing training program for the security personnel. The Contractor's Patrol Officers shall be required to brief security personnel on security related matters. The Contractor's Patrol Officers will record their visits in the Access Control Register and record any deficiencies in the Shift Report at the Guard security Control Centre.

Site Supervisor

The Site Supervisor works closely with the Contract Administrator and the CMHC Corporate Security representative and is responsible for the day-to-day administration and successful implementation of the terms and conditions of the contract. This position provides direct administrative management and supervision of all positions required under the terms of the contract and ensures the positions are filled with fully qualified personnel and that appropriate work schedules are developed in accordance with Federal/Provincial legislation. This position shall have a thorough knowledge and understanding of the Post Orders.

The Site Supervisor is responsible to ensure a high level of service is maintained at all times through provision of on-going appropriate training and familiarization programs; ensuring personnel are aware of the content of Post Orders as well as other work related responsibilities; review of detailed work shift reports to ensure duties are performed as required and to address any shortcomings identified as well as ensuring all security incidents are properly reported, recorded and dealt with on a prompt and effective basis.

The Site Supervisor is also responsible for the enforcement of the parking policy at the CMHC National Office site, the maintenance of a control system for the authorized release of keys and passes to secured locations as well as the changing of safe combinations upon request. As well as other duties that may be assigned from time to time, this position is called upon to provide advice and recommendations on security related matters which will be taken into consideration in planned changes or renovations to the National office complex. The Site Supervisor also acts as a member of the Building Emergency Response Team during emergencies.

Shift Supervisor (Weekday)

The Weekday Shift Supervisor is acting for the Site Supervisor during his/her scheduled absences such as vacation.

The Weekday Shift Supervisor shall have a thorough knowledge and understanding of Post Orders and will be responsible for the supervision of the security guards on duty. The duties and responsibilities of the Weekday Shift Supervisor include:

- Responsible for the overall function of the Guard Security Control Center during weekdays
- Ensuring that guards are performing their duties as outlined in Post Orders
- Ensuring that shift security guards are advised on a timely basis of all security events
- Compiling a detailed log of all significant events that occurred during the day shift
- Reviewing shift reports / incident reports prior to submission to the Site Supervisor
- Directing emergency phone calls to the appropriate authority
- Booking contractors for site access after hours
- Orientation and operation of Security/Fire security systems
- Orientation and operation of fire equipment
- Key control
- Other duties as issued by the Site Supervisor

Shift Supervisor (Silent Hours)

The Silent Hours Shift Supervisor shall have a thorough knowledge and understanding of Post Orders and will be responsible for the supervision of the security guards on duty. The duties and responsibilities of the Silent Hours Shift Supervisor include:

- Responsible for the overall function of the Guard Security Control Center during weekdays
- Ensuring that guards are performing their duties as outlined in Post Orders
- Ensuring that shift security guards are advised on a timely basis of all security events
- Maintaining logs, reports, and files of all incidents and occurrences encountered during the shift.
- Reviewing shift reports / incident reports prior to submission to the Site Supervisor
- Directing emergency phone calls to the appropriate authority
- Orientation and operation of computer controlled security systems;
- Orientation and operation of fire equipment;
- Other duties as issued by the Site Supervisor.

Guard - Security Control Centre Reception

This position works closely with the Weekday Shift Supervisor and is responsible for the Reception area at the Control Center. The Security Control Centre Reception Guard provides assistance to the Shift Supervisor through the release of keys and passes as per established procedures and is responsible for:

- Relieving guards at different posts during their scheduled breaks
- Relieving the Weekday Shift Supervisor during breaks

- Unlocking doors for clients
- Entering parking notices issued by the Parking Officer in the database
- Key control
- Other duties assigned by the Shift Supervisor/Site Supervisor

Guards

Guards must have a thorough knowledge and understanding of Post Orders. Guard duties and responsibilities include, but are not limited to:

- Responding to security alarms and emergencies occurring within the area of assignment
- Performing the detention of people within the limits specified under the Criminal Code
- Performing building access/egress control, including processing visitors
- Detecting or preventing thefts and vandalism
- Providing emergency first aid/CPR to accident victims
- Taking appropriate measures in the event of fire
- Orientation and operation of fire equipment
- Conducting scheduled indoor and outdoor foot patrol of the complex
- Writing reports
- Other duties assigned by the Shift Supervisor/Site Supervisor
- Provision of traffic control when required
- Issuance of parking warning notices and parking tickets when warranted

Schedule “B”
MANNER OF PAYMENT

If the Contractor is not in breach of any of its (his/her) obligations under this contract, the Contractor will be paid in accordance with the following schedule:

“TO BE COMPLETED AT THE AWARD STAGE”

**7 SECTION 7 APPENDICES
APPENDIX A**

MANDATORY

7.1 Certificate of Submission

_____ hereby:

Company Name

- I. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- II. offers the terms as set out in this proposal, including any pricing proposal for a period 120 days as specified in section 2 of the RFP;
- III. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- IV. represents and warrants that in submitting the proposal or performing the Contract, there is no actual or perceived conflict of interest;
- V. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other proponents;
- VI. certifies that this proposal was independently arrived at, without collusion;
- VII. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract;
- VIII. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- IX. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- X. agrees to comply with all of the section 6.0 contract MANDATORY clauses in an unaltered form as stated;
- XI. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XII. agrees that, in the event of acceptance of this proposal, it will enter Contract negotiations in accordance with the RFP, and upon entry into a Contract with CMHC, it will commit to providing the full scope of services identified in the Contract.
- XIII. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XIV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this ____ day of _____, 2013 at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B

7.2 Evaluation Table

EVALUATION CRITERIA	A	B	D
	WEIGHT 100 Total	POINTS 0-5	SCORE AxB
<p><u>Qualifications of Proponent /Related Experience</u> Experience in providing services similar to those requested; strength and stability of the organization; strength, stability, experience and competence of staff; assessment by client references; qualifications of project staff and key personnel involved in performing related work, in accordance with 4.6</p>	30		
<p><u>Response to Statement of Work / Service Delivery</u> Assessment of Proponent’s response to Statement of Work in accordance with 4.7 Assessment of Proponent’s Project Management Plan in accordance with 4.8 Assessment of Proponent’s Transition Plan in accordance with 4.9 Proponent’s ability to provide qualified and experienced Key Personnel in accordance with 3.5 Proponent’s ability to provide qualified and experienced staff complement in accordance with 3.5 Proponent’s ability to provide backup support staff and long-term increase of scheduled guard in accordance with 3.5 Assessment of proponents hiring criteria, interview process and background investigations in accordance with 4.7 Proponent’s ability to provide and maintain training in the areas identified in accordance with 4.7. Assessment of proponents uniforms in accordance with 4.7 Proponent’s ability to provide Patrol Officer(s) in accordance with 4.7 Proponent’s ability to provide Security Shift Reports in accordance with 4.7</p>	60		
<p><u>Pricing</u> The proponent submitting the lowest price proposal will receive the maximum 5 points on the standard CMHC evaluation scale of 1 to 5. Other proponents will receive a prorated score out of 5 based on the relative proportion of their price to the lowest price submitted.</p>	10		

EVALUATION CRITERIA	A	B	D
	WEIGHT 100 Total	POINTS 0-5	SCORE AxB
TOTALS	100		

APPENDIX C

7.3 MANDATORY COMPLIANCE CHECKLIST

- | | | |
|--------------------------|---------------------------|--------------------------|
| <input type="checkbox"/> | Certificate of Submission | Section 2.2 (Appendix A) |
| <input type="checkbox"/> | Submission Deadline | Section 2.3 |
| <input type="checkbox"/> | Offering Period | Section 2.7 |

Statement of Work	Section 3.4
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- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | Conferences and Meetings | |
| <input type="checkbox"/> | Language Requirement | |

Scope of Work	Section 3.5
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- | | | |
|--------------------------|-------------------------------|--|
| <input type="checkbox"/> | Key Personnel | |
| <input type="checkbox"/> | Training | |
| <input type="checkbox"/> | Increase of Guard Requirement | |
| <input type="checkbox"/> | Backup Staff | |

- | | | |
|--------------------------|-------------------------------|--------------|
| <input type="checkbox"/> | Proponent's Qualifications | Section 4.6 |
| <input type="checkbox"/> | Response to Statement of Work | Section 4.7 |
| <input type="checkbox"/> | Project Management Plan | Section 4.8 |
| <input type="checkbox"/> | Transition Plan | Section 4.9 |
| <input type="checkbox"/> | Financial Information | Section 4.10 |
| <input type="checkbox"/> | Pricing Proposal | Section 4.11 |
| <input type="checkbox"/> | References | Section 4.12 |
| <input type="checkbox"/> | Security Licenses | Section 4.13 |
| <input type="checkbox"/> | Proposed Contract | Section 6 |