

# Request for Proposal

FOR

## **Landscape Maintenance Services for Granville Island**

<p>Date issued: October 9, 2018</p> <p>Solicitation File Number: RFX000052</p> <p>Originating Department: Granville Island</p>	<p>Solicitation Closes: 11:00 AM PST, November 19, 2018</p> <p>Inquiries: Ryan Lemay Procurement Officer</p> <p>Tel: (604) 737-4019</p> <p>Email: rlemay@cmhc-schl.gc.ca</p>
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Security Classification: PROTECTED

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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 Canada Mortgage and Housing Corporation (CMHC) and this Request for Proposal (RFP). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft agreement, or in certain cases, are terms that are in commonly usage at CMHC.

### **1.2 Introduction and Scope**

CMHC wishes to enter into an Agreement with a vendor(s) (hereafter referred to as the “proponent(s)”) for the purpose of **Landscape Maintenance Services on Granville Island**.

The Agreement will have an Initial Term of up to three (3) years, with the potential to renew for one (1) subsequent two-year renewal period (“Renewal Term”), not to exceed a cumulative total of five (5) years.

The anticipated value of the service is estimated to be up to \$280,000.00 CDN per year including all applicable taxes.

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner. CMHC has no obligation to procure any services, or to compensate any proponent for work done other than as may be set out in a written contract with that proponent.

### **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 Parliament through the Minister of Families, Children and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Jean-Yves Duclos.

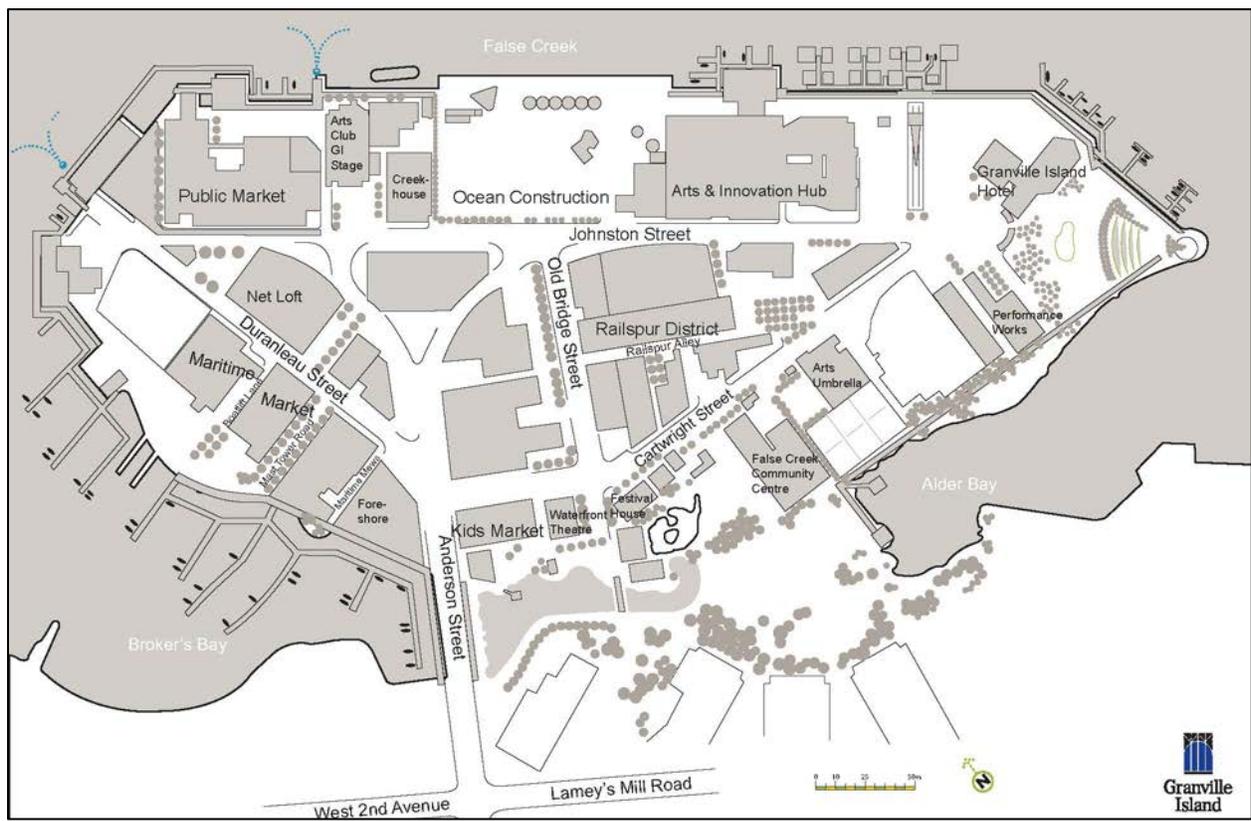
CMHC has 2,000 employees located at its National Office in Ottawa, and at various Business Centres throughout Canada. The Business Centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

The administration, management and control of the revitalization of Granville Island was transferred to CMHC by Order-in-council in 1972, as CMHC was already deeply involved in innovative housing development in the area and it had experience in urban renewal and the skilled resources necessary to carry out the challenge.

Granville Island in Vancouver is designed to attract local residents and visitors to meet, explore and experience a variety of cultural, recreational, educational, commercial and industrial activities, all year round.

It is recognized as one of the most successful waterfront developments in North America. Granville Island is comprised of 15.2 hectares (37.6 acres) of land area and 2.1 hectares (5.3 acres) of tidal water area, and represents a major public land holding in close proximity to downtown Vancouver. Situated in False Creek between the Burrard and Granville Bridges, it is adjacent to the marinas and aquatic activities of both False Creek and English Bay.

Map of Granville Island:



Granville Island is currently home to approximately 275 businesses and facilities.

**1.4 Purpose of Request for Proposal**

CMHC uses an 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. By submitting a proposal, proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

In this RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing best value to CMHC with respect to its requirements.

### 1.5 Service Providers Database

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC source list.

All proponents **must** be registered with **Public Works and Government Services Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If you are not registered, and you wish to do so, you may access (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148.

### 1.6 Schedule of Events

The following schedule summarizes significant target dates for the RFP process. These dates are objectives only, and they may be changed by CMHC at its sole discretion. They shall not be considered terms or conditions under which the RFP will be conducted.

Date	Activities
October 9, 2018	Request for Proposal issued
October 25, 2018	Mandatory Site Visit (10:00 AM PDT)
November 9, 2018	Submission of Questions Deadline
November 19, 2018	Submission Deadline (11:00 AM PST)
November 2018	Evaluation and Selection of lead proponent
December 2018	Agreement award and finalization with lead proponent
December 2018	Announcement of successful proponent
As requested	Debriefing to unsuccessful proponents

### 1.7 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. Compliance with mandatory requirements will be assessed by CMHC in its sole discretion.

A mandatory requirement is defined as:

- a minimum standard that a proposal must meet in order to be considered for further evaluation;
- a requirement that must be met in order for the proponent to substantially comply with the requirements of the RFP; and
- a term that must be included in any Agreement that results from the RFP

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 4 Proposal Requirements

- Section 6 Proposed Agreement, and
- Appendix A The Certificate of Submission.

**Caution:** Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a mandatory requirement, all proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in Section 2.4.

### **1.8 Procurement Policy Re: The Environment**

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP process to help ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life. To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

### **1.9 Proponent Feedback**

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding proponent experience in responding to its RFPs, whether it be positive or negative. 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 an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as ***Proponent Feedback RFX000052*** to the name and address provided in Section 2.4.

Any proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4

### **1.10 Payments and Income Tax Reporting Requirement**

All payments and transfers of funds under any resulting contract will be made by means of mailed cheques, unless an exception is requested in the proposal and is approved prior to execution of a contract.

Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

## **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 a Mandatory Compliance Checklist as Appendix C to the RFP. The Checklist is provided for the benefit of proponents prior to submission of their proposals, to help them ensure that they have complied with all mandatory requirements. Non-compliance with a mandatory requirement will result in the proposal being eliminated from further consideration.

### **2.2 Certificate of Submission**

The Certificate of Submission, attached as Appendix A, summarizes some of the mandatory requirements set out in the RFP. As noted in Section 1.7, it is also a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the proponent.

Should a proponent not include the signed Certificate of Submission with its proposal, the proponent will be notified by CMHC and will have 48 hours from the time of notification to meet this requirement.

### **2.3 Delivery Instructions and Deadline (by EBID)**

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 a failure to deliver a proposal to CMHC are borne by the proponent. CMHC will not assume those risks or responsibilities under any circumstances.

The time of delivery for the purposes of this section is deemed to be the time recorded by the CMHC system receiving the proposal, and not the time the proposal was sent by the proponent.

**Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that Proponents submit larger proposals in multiple smaller files.**

Upon receipt of proposals, an automated confirmation will be issued by EBID 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, as they assume the risk of delays in transmission and receipt.**

### **2.3.1 Submission Deadline**

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

**11:00 AM PST, on November 19, 2018**

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

### **2.3.2 Address for Delivery**

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

**[EBID@cmhc-schl.gc.ca](mailto:EBID@cmhc-schl.gc.ca)**

**Proposals sent to any other e-mail address will not be considered.**

The subject line of the transmission must state: **RFP File # RFX000052**

### **Format**

Proposals may be submitted in MS Word or Adobe Acrobat PDF.

Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC and will not be considered.

### **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 verification 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 a version that can be opened within 2 hours of notification.

### **2.4 Inquiries**

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

Ryan Lemay  
Procurement Officer  
[rlemay@cmhc-schl.gc.ca](mailto:rlemay@cmhc-schl.gc.ca)

**Changes to this RFP document will only be effective if issued by CMHC in writing as described below. Proponents are therefore strongly cautioned to request that all clarification, direction and changes be provided in writing, as information given orally by any person within CMHC shall not be binding upon CMHC.**

**All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all proponents, will be answered by CMHC in writing and distributed to all proponents by GETS. The identity of the proponent making the inquiry will not be included in the response. Any questions of a proprietary nature must be clearly marked as such.**

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 proponents by GETS.

**CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received less than seven calendar days prior to the closing date.**

## **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, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only, and proponents will not be allowed to revise their proposal during this process.

## **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**

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the proponent until such time as an Agreement is negotiated and executed, not to exceed sixty (60) days following the closing date.

## **2.8 Changes to Proposals**

Changes to a proposal are permitted, provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted.

Any 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. Where the new proposal is intended to replace all or part of an earlier proposal, it must be accompanied by a clear statement specifying the sections of the earlier proposal that are replaced by the new proposal.

## **2.9 Multiple Proposals**

Proponents interested in submitting more than one proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

## **2.10 Acceptable Alternative**

An alternative to any portion of a proposal may be submitted as an addendum to a proposal.

Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

## **2.11 No Liability**

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFP.

By submitting a proposal, proponents waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of wilful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This section is intended to be a complete waiver of the proponent's right to claim damages subject to the limited exception noted above.

## **2.12 Verification of Proposals**

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

## **2.13 Ownership of Responses**

All proposals and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to proponents. Proponents are not entitled to any compensation for any work related to, or materials supplied in the preparation of their proposals.

The proponent warrants that the proponent possesses all rights necessary to satisfy this requirement.

The proponent hereby certifies that it has waived, or has obtained a waiver in favour of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright.

The proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal which are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**". Proprietary and confidential markings shall be included beside **each item or at the top of each page containing information that the proponent wishes to protect from disclosure.**

CMHC will take steps to protect proponents' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to proponents based on the inadvertent or unintentional disclosure of proprietary information.

Proponents are further advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the proponent of the required disclosure prior to releasing the information.

#### **2.14 Proprietary Information**

Information about CMHC that is contained in this RFP document is to be considered proprietary information of CMHC. It is made available for the sole purpose of providing proponents with sufficient information to prepare responses to the RFP. Proponents and other readers of this document may not make any other use of information contained in the RFP.

#### **2.15 Corporation Identification**

Proponents agree that they will not make any use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

#### **2.16 Declaration with respect to Gratuities**

By submitting a proposal, the proponent certifies that no representative of the proponent, or any individual or entity associated with the proponent has offered or given a gratuity (e.g. an entertainment or gift) or other benefit to any CMHC employee, Board member or Governor-in-Council appointee with the intention of obtaining favourable treatment from CMHC.

## **2.17 Conflict of Interest**

The proponent and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC.

The proponent shall then, upon direction of CMHC, take steps to eliminate the conflict, potential conflict or perception that a conflict of interest exists.

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

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the proponent.

## **2.18 Declaration with respect to Bid Rigging and Collusion**

By 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 requires employees of the selected proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately five working days, but may take longer, depending on the circumstances.

If they are not security cleared, the proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this RFP. The failure of an individual to obtain security clearance shall not relieve the successful proponent from any of its obligations under this RFP and any resulting agreement.

## **2.20 Joint Venture Responses**

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing and describe the proposed roles and responsibilities of each party.

The proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the proponent and CMHC will be directed through the contact person. Joint venture responses must be accompanied by a signed Certification of Submission from each participating entity. Refer to Section 2.2.

## **2.21 Non-Disclosure of CMHC Information**

Under this section, “CMHC Information” refers to any and all information of a confidential nature, including all personal information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of by CMHC in order to complete this RFP process and to fulfill the requirements of any resulting agreement. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the proponent.

The proponent understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive, unless otherwise specifically agreed to in writing by CMHC. The proponent agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the proponent’s response to this RFP, or perform the work or services under any resulting agreement.

The proponent further 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 proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Without limiting the generality of the foregoing, the proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the proponent 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 proponent 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 proponent 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, act in good faith 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.

## **2.22 Proponents' Mandatory Site Visit**

It is mandatory that the proponent visit the site and examine the existing conditions and the scope of the work proposed in the RFP.

The site visit meeting will be held on **October 25, 2018 at 10:00 AM PDT**. The location for the meeting will be at **the Granville Island Administration Office – 1661 Duranleau Street, 2<sup>nd</sup> Floor, Vancouver, BC**. The proponent must send confirmation of attendance, including the name(s) of the person(s) who will be attending via e-mail to [mhsu@cmhc-schl.gc.ca](mailto:mhsu@cmhc-schl.gc.ca). Confirmation must be sent by 5:00 PM PDT on October 24, 2018.

Proponents who, for any reason, cannot attend at the specified date and time will not have an alternative opportunity to view the site. Proposals from proponents that do not attend the site visit will be rejected as non-compliant.

### **3 SECTION 3 STATEMENT OF WORK**

#### **3.1 Overview of Section 3**

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

#### **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 (7.3).

#### **3.3 Statement of Work (refer to Appendix D)**

The Canada Mortgage and Housing Corporation (“CMHC”) requires a proponent to provide landscape maintenance services on Granville Island (“Property”) in Vancouver, British Columbia.

The proponent will provide all labour, supervision, materials, tools, equipment and coordination of skilled horticulture operations in a high profile public space to continuously maintain all aspects of the landscape for the Term of the Agreement. Landscape features shall be maintained and improved to attain a visually appealing planting design and groomed appearance of all landscape plants and landscape features for the Term of the Agreement. Maintenance practices should be implemented to mitigate and compensate for the effect of vehicular and pedestrian traffic, atmospheric conditions and the growing environments found at the Property with the goal of improving the health and visual display quality of the landscape plantings.

Landscape features requiring maintenance and improvement include, but are not limited to the following:

- Maintenance and ongoing repair of all lawn areas;
- Maintenance, pruning and visual enhancement of shrub beds;
- Design, installation and maintenance of annual planting beds;
- Design, installation and maintenance of annual planter barrels and hanging baskets;
- Limited tree work, CMHC maintains a separate Agreement with a qualified Arboriculture Vendor for all major tree work, tree washing, etc.;
- Seasonal foliage washing of shrubs in spring or summer;
- Maintenance of water features – two large ponds on the Property;

- CMHC is working towards an organic approach to landscape maintenance and therefore pesticide and herbicide use is restricted. CMHC may or may not approve their uses for severe problems at its sole discretion;
- Controlling and preventing weed growth using intelligent design and intelligent horticultural techniques;
- Maintenance operations should follow ecologically sound practices such as organic integrated pest management and others;
- Control diseases and insects by maintaining plant health and using organic control techniques;
- Limiting the impact of landscape maintenance operations on visiting tourists and local residents;
- Managing an irrigation system for lawns and manual watering.

Businesses hours on Granville Island vary from 8 am to 1 am, 7 days a week. Staff and the general public can access the Property at all times of the day and there is no period when the Property is closed to public access. Generally, traffic begins to lessen after 7 pm, when the Public Market closes; however, there is still significant night time activity from the many restaurants, theatres, and the occasional festival at the Property. The Granville Island Hotel, located on the eastern edge of the Property, is open 24 hours a day.

**Please refer to the detailed Scope of Work attached to this RFP as Appendix D.**

## **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 Item

<b>#</b>	<b>Item</b>
4.3	Covering Letter
4.4	Proponent's Qualifications
4.5	Response to Statement of Work
4.6	Project Management Plan
4.7	Financial Information
4.8	Other Information
4.9	Pricing Proposal

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 1.7 for a description of mandatory requirements.

### **4.3 Covering Letter**

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

- (a) A description of the company or joint venture/consortium.
- (b) The names of the individuals who are the principals of the proponent.
- (c) Contact information for the primary contact person with respect to this RFP including the individual's name, address, contact numbers by phone, and contact e-mail address
- (d) The locations of primary and all other offices that would be servicing the Agreement.

### **4.4 Proponent's Qualifications**

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

- (a) A description of the firm, its organization, number of full-time employees and service specializations/trades provided by staff. Include a description of any primary recurring sub-contractor(s) and which portions of the project they will be responsible for.
- (b) Proof of a minimum of seven (7) years of experience performing Landscape Maintenance Services in a commercial or public sector setting.
- (c) Résumés for supervisory personnel who would be assigned to the project, including subcontractors, if any.
- (d) References: A minimum of three contracts of a similar size and scope which the proponent currently holds or has held over the past five (5) years. For each contract, the following information must be provided: company name and address; contact person name, email, and phone number and a brief description of the services provided (including location of site and pictures of landscaped areas maintained by the proponent). CMHC may approach any such contact person for information relating to the quality of work provided by the proponent. Should CMHC determine, at its sole discretion, any information in the provided references to be false or inaccurate, or if the contact provided in the reference provides negative feedback regarding the proponent and its conduct on projects, the proponent may be disqualified from the evaluation process. Contracts named in References must be relevant to the Statement of Work. Proponents should not include CMHC Granville Island as a reference if applicable.

#### **4.5 Response to Statement of Work**

In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work. Inclusive of the following:

- Provide a detailed description of general services provided as per the Statement of Work. Should additional value-added services be offered, these may be included as a separate section.
- Include summary of approach towards use of Pesticides (7.4.13) and Fertilizer (7.4.12) applications, keeping in mind requirements as per the Statement of Work (Appendix D).
- Description and pictures of proposed plant selections for both winter and summer plantings in barrels, baskets, planted areas; see guidelines in Statement of Work (7.4.21).

#### **4.6 Project Management Plan**

The proponent shall describe its management plan in regards to managing Service Levels, Staffing Levels, and Response Times to Granville Island including:

- (a) Project Management Approach. The proponent shall describe its management approach and the organizational structure, including how the proponent will organize staff and sub-contractors.
- (b) Quality Control. The proponent shall describe its approach to quality control including:

- Response mechanisms in the case of errors, omissions, deficiencies, delays, etc. as outlined in the Scope of Work under inspection criteria.
  - Strategies to minimize unnecessary re-work, waste, delays, and administration.
- (c) Reporting to CMHC. The proponent shall describe how it will manage and report issues, complaints, and solutions; include details of written, oral, and electronic reporting methods.
- Provide an example Log Book as per the Statement of Work – Documentation (7.4.3).
- (d) Office Locations and Interface with CMHC: describe where project personnel are based and how they would be able to respond in a timely manner to deficiencies and safety issues.
- Include interface mechanisms with CMHC (how would CMHC staff reach the proponent in an emergency)
  - Include amount of time required for personnel to reach Granville Island after a call from CMHC regarding deficiencies in the work.

#### **4.7 Financial Information**

Proponents are not expected to submit confidential financial information with their proposal, however CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Once a Lead Proponent is selected following the RFP evaluation process, CMHC may request the financial information necessary to confirm the financial capacity of the proponent. This section details the review that may be conducted and the documents that are required of the Lead Proponent.

Failure to comply with the financial information submission requirements set out in 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).

#### **4.8 Other Information**

The proponent may provide other relevant financial information, but is not obligated to do so.

#### **4.9 Pricing Proposal**

The proponent must provide a response outlining the pricing of its proposed solution in a detailed manner.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and 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 and will be paid by CMHC.

The proponent must submit hourly unit prices for the Services outlined in this RFP in the table below. Should position names and titles be different from the table below, please rename at the equivalent level; please include all items to be charged out for the Services as outlined in the RFP. Include additional positions and items as necessary.

Item	Year One	Year Two	Year Three
<b>Monthly Price:</b> (inclusive of all labour, equipment, and materials)	\$ _____/mo.	\$ _____/mo.	\$ _____/mo.
The proponent is responsible for providing all equipment necessary to perform the tasks included in the Statement of Work.			
<b>Labour Rates for Additional Work</b> (for services that are outside annual maintenance contract)			
	<b>Hourly Rate (Year One)</b>	<b>Hourly Rate (Year Two)</b>	<b>Hourly Rate (Year Three)</b>
<b>Rates for Supervisor:</b> Regular hours -Monday to Friday 8:00 am to 5:00 pm			
After 5:00 pm, Saturday, Sunday and Statutory Holidays			
<b>Rates for Skilled Labour:</b> Regular hours - Monday to Friday 8:00 am to 5:00 pm			
After 5:00 pm, Saturday, Sunday and Statutory Holidays			
<b>Rates for General Labour (if different):</b> Regular hours - Monday to Friday 8:00 am to 5:00 pm			
After 5:00 pm, Saturday, Sunday and Statutory Holidays			

The following rows are for proponents to list any additional applicable items, as necessary.			
Item	Rate (Year One)	Rate (Year Two)	Rate (Year Three)
<b>Other</b> – include all charges as necessary			
<b>Additional Flower Baskets (see Appendix D – 7.4.21 for specifications)</b>	\$_____ per item	\$_____ per item	\$_____ per item
<b>Additional Flower Barrel (see Appendix D – 7.4.21 for specifications) – do not include cost of barrel</b>	\$_____ per item	\$_____ per item	\$_____ per item
<b>Additional Materials (not included in Scope of Work)</b>	Cost + ____%	Cost + ____%	Cost + ____%
<b>Subcontractor Mark-up</b>	Cost + ____%	Cost + ____%	Cost + ____%

**Pricing changes may be negotiated for the Renewal Term.**

## **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 an agreement.

CMHC commits to conducting the evaluation process in a fair and objective manner and treating all proponents equitably. To this end, it has set out detailed terms and conditions and evaluation criteria which will be applied uniformly to all proponents.

As per Section 2.11, by submitting a proposal, proponents agree to relinquish all causes of action, claims, complaints or demands that they may have against CMHC arising out of its evaluation of proposals, the alteration of any terms and conditions, the failure to evaluate any proposal, the failure to sign an agreement with a proponent, or the termination of this RFP process.

**CMHC intends to conduct the RFP process such that the proposal that represents the best value to CMHC, based on its operational requirements, is selected. The lowest cost proposal will not necessarily be selected. CMHC reserves the right to reject any or all proposals in whole or in part on the basis of this principle.**

### **5.2 Limitation of Damages**

The proponent, by submitting a proposal and subject to Section 2.11, agrees that under no circumstances will it claim damages in excess of the reasonable costs incurred by the proponent in preparing its proposal. The proponent waives any claim for loss of profits or other indirect or special damages.

### **5.3 Evaluation Table**

The Evaluation Table as provided in Appendix “B” lists 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 will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose.

Evaluators will evaluate each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B", and a predefined scoring scale of 0 to 5, where a 3 is deemed to meet most requirements.

Once individual evaluations are complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal.

A proposal must meet the minimum upset score in each category (as shown on the Evaluation Table) to remain in the evaluation process.

Each compliant proposal that meets the minimum upset scores in each category shall then be evaluated using the "weighted" evaluation process. Technical criteria and pricing are weighted (out of a total 100) as shown in the Evaluation Table, Appendix "B". Pricing is scored based on a formula where the lowest price obtains the highest score (5 out of 5) and all prices are then pro-rated. All criterion scores are added and the proposal with the highest overall score is deemed to be the Lead Proponent.

### **5.5 Financial Evaluation**

Once a Lead Proponent is identified, CMHC may carry out a credit check and/or a financial capacity on the Lead Proponent. The financial evaluation will be based on the information that is requested as per Section 4.7 of this RFP.

The financial evaluation is a pass/fail evaluation to determine whether the Lead Proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the Lead Proponent passes the financial evaluation, CMHC is then in a position to begin contract negotiations. If the Lead Proponent fails the evaluation, it is disqualified from further consideration.

### **5.6 Proponent Selection**

Once a Lead Proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that proponent to incorporate some or all of its proposal into an agreement. 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.

By submitting a proposal, proponents agree that if they are selected as Lead Proponent, they will enter into contract negotiations in a timely manner and in good faith, and within the framework of the RFP and the proponent's response to the RFP.

Announcement of the successful proponent will be made to all proponents following the signing of an agreement.

## **6 SECTION 6 DRAFT AGREEMENT**

### **6.1 Overview of Section 6**

Attached in Section 6.2 is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

Terms and conditions identified as “Mandatory” in the RFP or draft Agreement must be included in the agreement. The Proponent’s proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting contract.

**Submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the Proponent’s proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the Proponent is selected by CMHC to enter into a contract.**

For the purposes of this section the term “Contractor” refers to the successful proponent with whom CMHC enters into an agreement.

### **6.2 Draft Agreement**

CMHC FILE No.

#### **THIS AGREEMENT (the “Agreement”)**

#### **BETWEEN**

**CANADA MORTGAGE AND HOUSING CORPORATION**  
Granville Island Administration Office  
1661 Duranleau St., 2<sup>nd</sup> Floor  
Vancouver, British Columbia, Canada  
V6H 3S3

(hereinafter referred to as "CMHC")

#### **AND**

#### ***CONTRACTOR***

(hereinafter referred to as "the Contractor")  
(individually a “Party”, collectively the “Parties”)

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

## **Article 1.0 - The Services**

- 1.1 The Contractor covenants and agrees to provide Landscape Maintenance Services in accordance with the Statement of Work attached as Schedule "A" (the "Services").
- 1.2 The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards. The Contractor shall give all notices and obtain all licenses, permits, and authorizations to perform the services.

## **Article 2.0 - Term of the Agreement**

### **2.1 Initial Term**

The term of the Agreement shall be for a period of three years commencing on January 1, 2019 and terminating on December 31, 2021 (the "Initial Term").

### **2.2 Renewal Term**

The Agreement may be renewed at CMHC's sole discretion for one additional, two year term (the "Renewal Term"), not to exceed a cumulative total of five years inclusive of the Initial Term (Collectively Article 2.1 and 2.2 are the "Term").

### **2.3 Termination**

#### ***No fault termination***

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

#### ***Termination for Default of Contractor***

CMHC may, by giving 10 days prior written notice to the Contractor, terminate this Agreement without penalty or charge for any of the following reasons:

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;

3. There is 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 Agreement; or
4. 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.

CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

#### ***CMHC's Obligations upon Termination***

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

#### ***Contractor's Obligations upon Termination***

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor's standard rates.

## **2.4 Termination Assistance**

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as 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.

### **Article 3.0 – Financial**

- 3.1** In consideration of the performance of the Services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule “B” (the “Manner of Payment”).

Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$1,400,000.00 for Services provided during the Term of the Agreement. Pricing changes may be negotiated for the Renewal Term.

- 3.2** The amount payable to the Contractor by CMHC pursuant to Article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or provincial sales tax (PST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.

- 3.3** Notwithstanding Article 3.2 above, GST/HST or PST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each 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. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

### **3.4 Invoicing**

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. The Contractor must allow 30 calendar days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service.

All invoices must make reference to this Agreement by quoting CMHC file number RFX000052 and be sent to [ap@granvilleisland.com](mailto:ap@granvilleisland.com)

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor's default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;

- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

### **3.4.1 Method of Payment**

All payments due under the Agreement will be made by means of Electronic Funds Transfer (“EFT”). The Contractor is responsible for providing CMHC with all the information set out in section 3.4.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

### **3.4.2 Direct Deposit and Income Tax Reporting Requirement**

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments 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 CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor may be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

### **3.5 Audit**

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. 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 CMHC’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 CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

## **Article 4.0 - General Terms and Conditions**

### **4.1 Intellectual Property Rights**

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright.

Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

### **4.2 Confidentiality and Non-Disclosure of CMHC Information**

In this section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor.

**The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement.**

**In the event that a breach of confidentiality occurs, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.**

Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Contractor further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

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 other information by physical or electronic means. Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity 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, or other competent authority, 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, take all reasonable steps 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.

### **4.3 Contractor's Indemnification**

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. 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.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

#### **4.4. Independent Contractor**

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors.

The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

#### **4.5. 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 any way.

#### **4.6. Corporation Identification**

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

#### **4.7. Conflict of Interest**

The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential 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 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, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

All work product that has 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 public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

#### **4.8. Insurance**

##### **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 \$5,000,000 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
- broad form property damage
- products and 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 Specialist, 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).
- including attached equipment
- mobile /special equipment

##### **b) Workers Compensation**

The Contractor shall abide by the rules and regulations pursuant to the workmen's compensation laws of the province where the work is performed and shall ensure permitted subcontractors abide by same.

**c) Broad Form Contractor's Equipment Insurance**

The Contractor will provide and maintain Contractor's Equipment Insurance with an insurer licensed to do business in Canada covering all equipment owned or rented by the Contractor and its servants, agents or employees used for the performance of the work against all risks of loss or damage in an amount not less than the value of the equipment.

**d) Commercial Automobile Insurance**

The Contractor will provide and maintain Commercial 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 Contractor in the performance of this Contract.

**e) Contractor's Pollution Insurance**

The Contractor will provide and maintain Contractors Pollution Liability with an insurer licensed to do business in Canada insurance for a limit of not less than \$2,000,000 per event. Canada Mortgage and Housing Corporation is to be added as an additional insured.

**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 Contractor pursuant to this Article 4.8 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

All Certificates 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 Article 4.8. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Article 4.8 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Article 4.8.

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 Article 4.8, 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 Agreement. All insurance policies shall be provided and maintained by the Contractor at its own expense.

#### **4.9. No Limitation**

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

#### **4.10. Non-Compliance**

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

#### **4.11. Force Majeure**

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

#### **4.12. Non-Waiver**

Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

#### **4.13. Laws Governing Agreement**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable. The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of British Columbia as appropriate in the circumstances.

The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the services or the performance of the Agreement.

#### **4.14. Official Languages**

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to cooperate with CMHC to take any measures necessary to ensure compliance with the *Act*. The Contractor further understands and agrees to ensure that services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

#### **4.15. Access to CMHC Property**

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement 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 for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

#### **4.16. Suspension of Services and Changes in Specifications**

CMHC may, at any time and from time to time, order a suspension of the Services 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 results in an increase or decrease in the cost of the Services, the amount in Article 3.1 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.

**4.17. Extras**

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

**4.18. Assignment of the Agreement**

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

**4.19. Closure of CMHC Offices or Suspension of Operations**

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where 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, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

**4.20. Severability**

If any part of the Agreement is determined to be unenforceable by a competent authority, it may be severed from the Agreement so as to preserve the intentions of the Parties to the extent possible.

**4.21. Scope of Agreement**

This Agreement contains all of the agreements of the Parties 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 and signed by both Parties.

In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

#### **4.22. Binding**

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

### **Article 5.0 - Agreement Administration**

#### **5.1 Contract Administrator**

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in Section 5.2 are the initial Agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed. CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

#### **5.2 Notices**

All invoices and notices issued under the Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

To CMHC:

- a. To the address listed on page one of this Agreement
- b. [ap@granvilleisland.com](mailto:ap@granvilleisland.com)
- c. Mark Hsu at [mhsu@cmhc.ca](mailto:mhsu@cmhc.ca)

To Contractor:

- a. Name, Address, Phone, and Email

### **Article 6.0 - Documents comprising the Agreement**

**6.1** The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- (a) This form of Agreement as executed \_\_\_\_\_;
- (b) CMHC's Request for Proposal dated October 9, 2018;
- (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 documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

*IN WITNESS WHEREOF* this Agreement has been executed by duly authorized officers of the Parties as follows:

**THE CONTRACTOR**

**CANADA MORTGAGE AND  
HOUSING CORPORATION**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

I have the authority to bind the Contractor.

**SCHEDULE "A"**

**TERMS OF REFERENCE AND SCOPE OF SERVICES**

To be completed with the successful proponent.

**SCHEDULE "B"**

**MANNER OF PAYMENT**

To be completed with the successful proponent.

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**7 SECTION 7 APPENDICES**

**APPENDIX A**

**MANDATORY**

**7.1 Certificate of Submission**

---

Company Name  
Hereby:

---

Procurement Business Number (PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the proponent has read and, unless otherwise stated in the proponent's proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the proponent is selected by CMHC to enter into a contract;
- II. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
- III. 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;
- IV. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in section 2 of the RFP;
- V. 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;
- VI. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
- VII. 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;
- VIII. certifies that this proposal was independently arrived at, without collusion;
- IX. 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 Agreement or favourable treatment under an Agreement;
- X. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- XI. 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;
- XII. (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).
- XIII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
- XIV. 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.
- XV. 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 \_\_\_\_\_, 2018 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.

\_\_\_\_\_  
Signature of Witness

**APPENDIX B**

**7.2 Evaluation Table**

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>WEIGHT 100 Total</b>	<b>POINTS 1 to 5</b>	<b>UPSET SCORE</b>	<b>SCORE AxB</b>
<b>1. Proponent's Qualifications (Section 4.4)</b> The proponent's proposal shall include information about the proponent's qualifications as follows:	<b>35</b>		<b>105</b>	
(a) A description of the firm, its organization, number of full-time employees and service specializations/trades provided by staff. Include a description of any primary recurring sub-contractor(s) and which portions of the project they will be responsible for.				
(b) Proof of a minimum of seven (7) years of experience performing Landscape Maintenance Services in a commercial or public sector setting.				
(c) Résumés for supervisory personnel who would be assigned to the project, including subcontractors, if any.				
(d) References: A minimum of three contracts of a similar size and scope which the proponent currently holds or has held over the past five (5) years. For each contract, the following information must be provided: company name and address; contact person name, email, and phone number and a brief description of the services provided (including location of site and pictures of landscaped areas maintained by the proponent). Contracts named in References must be relevant to the Statement of Work. Proponents should <u>not</u> include CMHC Granville Island as a reference if applicable.				

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>WEIGHT 100 Total</b>	<b>POINTS 1 to 5</b>	<b>UPSET SCORE</b>	<b>SCORE AxB</b>
<p><b>2. Response to Statement of Work (Section 4.5)</b>                      In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work.</p>	<b>30</b>		<b>90</b>	
<ul style="list-style-type: none"> <li>• Provide a detailed description of general services provided as per the Statement of Work. Should additional value-added services be offered, these may be included as a separate section.</li> <li>• Include summary of approach towards use of Pesticides (7.4.13) and Fertilizer (7.4.12) applications, keeping in mind requirements as per the Statement of Work (Appendix D).</li> <li>• Description and pictures of proposed plant selections for both winter and summer plantings in barrels, baskets, planted areas; see guidelines in Statement of Work (7.4.21).</li> </ul>				

<b>3. Project Management Plan (Section 4.6)</b> The proponent shall describe its management plan in regards to managing Service Levels, Staffing Levels, and Response Times to Granville Island including:	<b>20</b>		<b>60</b>	
(a) Project Management Approach. The proponent shall describe its management approach and the organizational structure, including how the proponent will organize staff and sub-contractors. (b) Quality Control. The proponent shall describe its approach to quality control including: <ul style="list-style-type: none"> <li>• Response mechanisms in the case of errors, omissions, deficiencies, delays, etc. as outlined in the Scope of Work under inspection criteria.</li> <li>• Strategies to minimize unnecessary re-work, waste, delays, and administration.</li> </ul> (c) Reporting to CMHC. The proponent shall describe how it will manage and report issues, complaints, and solutions; include details of written, oral, and electronic reporting methods. <ul style="list-style-type: none"> <li>• Provide an example Log Book as per the Statement of Work – Documentation (7.4.3).</li> </ul> (d) Office Locations and Interface with CMHC: describe where project personnel are based and how they would be able to respond in a timely manner to deficiencies and safety issues. <ul style="list-style-type: none"> <li>• Include interface mechanisms with CMHC (how would CMHC staff reach the proponent in an emergency)</li> <li>• Include amount of time required for personnel to reach Granville Island after a call from CMHC regarding deficiencies in the work.</li> </ul>				
<b>Total Technical Score (Criteria #1, #2, and #3)</b>			<b>255</b>	
<b>Meets Upset Score of 255</b>	<b>Yes / No</b>			
<b>Pricing Proposal (Section 4.9)</b> Pricing is scored based on a formula where the lowest price obtains the highest score (5 out of 5) and all prices are then pro-rated.	<b>15</b>		<b>N/A</b>	
<b>TOTAL SCORE (Technical Score + Pricing Score)</b>	<b>100</b>			

## APPENDIX C

### 7.3 Mandatory Compliance Checklist

- |                          |                                  |               |
|--------------------------|----------------------------------|---------------|
| <input type="checkbox"/> | Submission Deadline              | Section 2.3.1 |
| <input type="checkbox"/> | Address for Delivery             | Section 2.3.2 |
| <input type="checkbox"/> | Proponents' Mandatory Site Visit | Section 2.22  |
| <input type="checkbox"/> | Offering Period                  | Section 2.7   |
| <input type="checkbox"/> | Proponent's Qualifications       | Section 4.4   |
| <input type="checkbox"/> | Response to Statement of Work    | Section 4.5   |
| <input type="checkbox"/> | Project Management Plan          | Section 4.6   |
| <input type="checkbox"/> | Financial Information            | Section 4.7   |
| <input type="checkbox"/> | Pricing Proposal                 | Section 4.9   |
| <input type="checkbox"/> | Proposed Contract                | Section 6     |
| <input type="checkbox"/> | Certificate of Submission        | Section 7.1   |

## APPENDIX D

### 7.4 Detailed Statement of Work

The Canada Mortgage and Housing Corporation (“CMHC”) requires a proponent to provide landscape maintenance services (“Work”) on Granville Island in Vancouver, British Columbia (“Property”). See Appendix E for delineation of the Property line.

The proponent will provide all labour, supervision, materials, tools, equipment and coordination of skilled horticulture operations in a high profile public space to continuously maintain all aspects of the landscape for the Term of the Agreement. Landscape features shall be maintained and improved to attain a visually appealing planting design and groomed appearance of all landscape plants and landscape features for the Term of the Agreement . Maintenance practices should be implemented to mitigate and compensate for the effect of vehicular and pedestrian traffic, atmospheric conditions and the growing environments found at the Property with the goal of improving the health and visual display quality of the landscape plantings.

Landscape features requiring maintenance and improvement include, but are not limited to the following:

- Maintenance and ongoing repair of all lawn areas.
- Maintenance, pruning and visual enhancement of shrub beds.
- Design, installation and maintenance of annual planting beds.
- Design, installation and maintenance of annual planter barrels and hanging baskets.
- Limited tree work, CMHC maintains a separate Agreement with a qualified Arboriculture Vendor for major tree work, tree washing, etc.
- Seasonal foliage washing of shrubs –in spring or summer.
- Maintenance of water features – two large ponds located on the Property.
- CMHC is working towards an organic approach to landscape maintenance and therefore pesticide and herbicide use is restricted. CMHC may or may not approve their uses for severe problems at its sole discretion.
- Controlling and preventing weed growth using intelligent design and intelligent horticultural techniques.
- Maintenance operations should follow ecologically sound practices such as organic integrated pest management and others.
- Control diseases and insects by maintaining plant health and using organic control techniques.
- Limiting the impact of landscape maintenance operations on visiting tourists and local residents.
- Managing an irrigation system for lawns and manual watering.

**Assurance** - The proponent will assure that all work performed under this Agreement will be done by adhering to the specifications listed herein, in good faith and in cooperation with CMHC management on the Property.

#### **7.4.1 Work tasks not included in this Agreement:**

1. Sweeping and cleaning of any area on the Property, with the exception of soiled areas caused by the proponent. The proponent shall sweep and clean-up areas soiled as a result of the proponent's work.
2. Repairs to the irrigation system.
3. Control of rodents and wildlife.
4. Repairs to landscape features such as rebuilding or repairing damage to the Property caused by vehicles or people, construction augmentation of existing structures or other features on the Property; except as outlined herein.
5. See Appendix E for a map of areas the fall outside of the Work.

#### **7.4.2 Tools and Equipment**

1. The proponent will supply all tools and equipment necessary to fulfil the Agreement requirements specified herein.
2. Tools and equipment must be properly suited to the work at hand and in proper operating condition.
3. All safety devices on tools and equipment shall be in place and functioning to current Work Safe BC requirements.
4. Personal protection equipment shall be supplied and in proper working order, for each of the proponent's employees that work on the Property.
5. All vehicles and equipment shall be licensed and operated in accordance with municipal and provincial laws and regulations in British Columbia, and any applicable federal laws and regulations in Canada.
6. All tools and equipment shall be kept clean and disinfected as needed to prevent the spread of diseases between the proponent's use of tools and equipment offsite, and the use of those same tools and equipment on the Property.
7. Leaf blower equipment to be classified as "low noise" as per City of Vancouver By-laws.
8. Tools and equipment, when in use on the Property, shall be placed, parked or stored in locations that cause the least amount of obstruction to vehicular or pedestrian traffic.

#### **7.4.3 Documentation**

1. The proponent will maintain a log book of all completed maintenance operations.
2. The log book must be made available to CMHC for inspection when requested.

3. Lack of information in the log book shall infer non-compliance with the Scope of Work and CMHC shall deduct and not return to the proponent 10 percent of the net monthly invoice amount for each month the proponent is in non-compliance of this item.
4. The proponent will submit with each monthly invoice, after each month's work is done, a report stating the dates when maintenance staff were on site, the operations carried out and documentation of any conditions requiring attention beyond the regular Work. Including any charges beyond the agreed Agreement price (i.e. cost of replacement of items not included in the Agreement). Any charges for goods and/or Services outside of the Work must first obtain written approval by the designated representative of CMHC.

#### **7.4.4 Traffic Control**

1. Road closures and disruption of traffic is to be minimized.
2. Road closures are not permitted unless approved by the designated representative of CMHC with three days of notice before closure occurs.
3. If necessary, the proponent will provide trained Traffic Control Personnel (TCP) and the requisite traffic cones, barricades, and other markings as required when landscape operations impact vehicle or pedestrian traffic.

#### **7.4.5 Delivery and Storage of the Proponent's Materials**

The proponent shall ensure that:

1. The proponent's employees are required to be onsite at the Property to receive any deliveries. CMHC staff will not accept deliveries on behalf of the proponent. The proponent is not permitted to receive deliveries on the Property for non-Agreement related items or items not approved by the designated representative of CMHC.
2. All materials brought to the Property for any particular maintenance procedure shall be stored onsite to minimize disruption of the operation of the site.
3. The proponent is not permitted to store tools, equipment or company vehicles on the Property beyond the hours of work permitted in the Agreement.

#### **7.4.6 Litter Pickup, Cleaning of Work Areas and Debris Disposal**

1. The proponent is not required to pick up litter from roads, entrances to buildings, decks, patios, non-public utility or storage areas or other spaces that are not specifically landscaped areas.
2. The proponent will remove all litter, dead vegetation and other debris from all landscape areas on a weekly basis. Those areas include but are not limited to: Planted beds, planters, tree-grates and wells, lawns, two ponds and the False Creek shoreline adjoining Granville Island.

3. Litter found in planting beds on the Property can be disposed of in the waste / recycle bins available on site.
4. All green waste generated during the proponent's operations on the Property must be disposed of offsite in a legally operated transfer station or disposal site. CHMC may request proof of such disposal from time to time to confirm compliance.
5. All green waste is to be removed from the Property at the end of each day's work.
6. For large-scale projects an accommodation may be made by CMHC to allow some materials to be stored on the Property, within the work site only. For example, during lawn renovation, the lawn area would be under construction and cordoned off with safety cones of safety tape and the materials may be left inside the coned and flagged off area.
7. For large-scale projects requiring several days to complete the proponent must store materials and manage work spaces to limit impact on the visiting public's enjoyment and use of the Property; remove such materials upon completion of the Work.
8. As soon as the proponent completes any given maintenance operation, the proponent shall sweep, blow and or wash off with water, all affected hard surfaces to a condition that is clean for the visiting public to use.

#### **7.4.7 Protection, Preservation and the Proponent's Responsibility**

The proponent shall take necessary precautions to prevent damage and to protect existing features or structures on the Property that may be negatively impacted during the course of the proponent's work. The proponent is responsible to protect the following features and structures during the course of the proponent's work:

1. Trees, shrubs, lawn areas, annual and perennial plants, climbing vines, aquatics in ponds and any other plant material.
2. Under-ground and above ground site services including but not limited to gas, water, sanitary sewer, storm sewer, electrical distribution lines, telecommunication lines, solar power and all other infrastructure on the property.
3. Hard landscape features such as curbs, paving, retaining walls, benches, planters and pots, fencing, pergolas or trellises, playgrounds, art or sculpture and other hard features built as part of the landscape or grounds on the Property.
4. Buildings and road infrastructure on the Property.
5. The irrigation system and water supply from water taps on buildings that are used by the proponent.
6. Any other feature, fixture or part of the Property that may be negatively impacted or damaged by the proponent's operations.

7. If the proponent, the proponent's employees, the proponent's sub-trades or the proponent's suppliers damages any of the aforementioned features on the Property, or any other part of the Property during the course of their work operations, the proponent will be financially responsible to return the damaged item to a state of repair that is equal to or better than existed before the damage occurred.

#### **7.4.8 Governing Laws and Regulations**

1. All laws and regulations applicable to the work tasks in this Agreement that are in effect in the City of Vancouver, the Province of British Columbia and in Canada shall be followed by the proponent.
2. Fertilizers, lime, chemicals, pesticides, cleaners or any other organic or inorganic substance used by the proponent during the course of their work will comply with all applicable municipal, provincial and federal legislation and regulation governing the use of such substances.
3. The proponent must carry appropriate Work Safe BC coverage for all employees.

#### **7.4.9 Progress Inspections**

The proponent will have only "management staff" and not field staff undertake the following duties:

1. Twice monthly progress inspections during March 1 to November 1 to assure compliance with the landscape specification and the desired outcomes of this Agreement.
2. Monthly progress inspections between November 1 and March 1 to assure compliance with the landscape specification and the desired outcomes of this Agreement.
3. Immediately notify CMHC of any physical changes to the landscape and discrepancies that may not be included in this Agreement which may affect the ongoing implementation of the Agreement or which may pose a safety risk to the visiting public.

#### **7.4.10 Benchmark Inspections**

1. Inspections of the condition of the landscape are ongoing by the CMHC management onsite however, "Benchmark Inspections" will be undertaken at least 4 times per year by CMHC employees or its consultants to determine the proponent's adherence to the landscape specifications and the quality of workmanship performed on the Property.
2. If there are deficiencies found during Benchmark Inspections the Contactor will be required to repair, remediate and resolve all deficiencies to the standard of the Agreement specification within 30 calendar days of notice from the CMHC of such deficiencies.
3. The proponent will be notified in advance of the date and time of a Benchmark Inspection.

4. The proponent must provide the landscape maintenance log book for review by the CMHC at the time of each Benchmark Inspection.

#### **7.4.11 Scheduling and Operations**

The proponent will:

1. Schedule landscaping operations to provide the least amount of disruption, noise, dust and interference with the flow of visitors to the Property and their enjoyment and use of the Property.
2. Schedule each landscape operation to be accomplished in a continuous manner where possible, and to complete within a reasonable time period.
3. Schedule landscape operations for the best outcome in relation to seasonal weather and plant health.
4. Hours of operation for the proponent will comply with the City of Vancouver Noise Bylaw.

#### **7.4.12 Fertilizer and Lime**

1. All fertilizers are to be formulated as slow release, granular fertilizer, which includes appropriate macro and micro nutrients suitable for the growing conditions on the Property.
2. Soil tests done as part of this Agreement to be used to by the proponent to guide the type of fertilizer and lime to be used and the specific rates to be applied.
3. Only slow release, granular dolomite lime is permitted for use on the Property.
4. Only apply lime to planted beds if pH adjustment is needed as indicated by soil testing.
5. Based on soil test recommendations, lime is to be applied to in-earth planting beds in December after all fall leaf clean-up is done.

#### **7.4.13 Pesticides**

1. Pesticides, fungicides, miticides, algaecides and other horticultural or agricultural chemicals are not permitted for use unless there is imminent threat of a major infestation or degradation of the landscape plants. If such major infestations occur, the proponent will acquire written approval from the CMHC before proceeding with any pesticide application.
2. The cost to supply and install pesticides to control severe pest and disease infestations is to be included in the Agreement price.
3. Handling, transport and the application of organic and inorganic pesticides (all classes) shall be done only by personnel holding a valid and current B.C. Pesticide Applicators license.

4. Herbicides are not allowed for use on the Property except; with written permission by the CMHC for special problems such as invasive species, i.e. Japanese Knotweed, etc.
5. The proponent will ensure pesticide application warning signs are posted and clearly visible for public safety in the entire area of pesticide application or when using other potentially harmful, hazardous, noxious, toxic or caustic substances.

#### **7.4.14 Soil Testing**

The proponent will:

1. Undertake laboratory soil testing once only in the first year, in February, of the Agreement term.
2. Take soil samples in February and send those samples to a soil testing laboratory for soil testing as follows:
  - Collect eight separate soil samples, representing all major planted areas.
  - Collect three separate soil samples to be collected from the lawn areas only.
  - Collect three soil samples from heavily populated tree areas to be taken to provide an average of the soil health for trees.
  - The proponent will assure that an adequate volume of soil is collected for each separate soil sample, as per requirements specified by the soil testing laboratory.
3. Assure that soil tests include testing for the levels of pH, the soil texture type, the presence of soil salinity, the levels of available macro and micro nutrients, available nitrogen and the Carbon/Nitrogen ratio.
4. Request that the soil testing lab include recommendations regarding how to resolve any nutrient deficiencies or excesses and other problems with soil health.
5. The proponent will also submit written recommendations regarding how to resolve any nutrient deficiencies or excesses and other problems with soil health.
6. Agree that testing is to be performed by a certified testing facility pre-approved in writing by CMHC.
7. Pay for all costs related to collecting soil samples and submitting soil samples for testing as part of this Agreement.

#### **7.4.15 Weed Control**

1. Inspect landscape areas for weed growth during the growing season and remove all weeds within one week of observing weed growth.
2. Weed control procedures shall have no detrimental effect on the growth of desired plants.

3. Install Hem/Fir bark mulch in planted ground beds to prevent annual weed growth. The cost to supply and install mulch in all in-ground planted beds shall be included in the fixed Monthly Price in Section 4.9 Pricing Proposal.. It is estimated that the proponent shall mulch one third of the total area of planted beds in-ground, in each year of the Agreement.
4. The use of landscape fabric of any type is not permitted.
5. Do not use any chemical herbicide method of weed control – manual or mechanical weed removal is required.
6. Weed removal in cracks in concrete, asphalt and in between paving stones is required on an ongoing regular basis.
7. The use of horticultural vinegar and weed burners is permitted for use in weed control. The proponent herein warrants that the proponent's use of horticultural vinegar and weed burners will not damage or negatively impact any hard or soft landscape features on the Property. Refer to 7.4.7 Protection, Preservation and the Proponent's Responsibility.

#### **7.4.16 Irrigation System and Watering**

1. Water is provided at no cost to the Proponent for use in maintaining the landscaping - only from sources as directed by CMHC.
2. Programming of the automatic irrigation system shall be seasonally adjusted by the proponent, with irrigation system application times to occur during non-business hours as per Metro Vancouver watering regulations.
3. All irrigation system heads to be periodically checked, filters cleaned and spray heads adjusted to ensure proper irrigation system operation and spray head coverage.
4. The proponent will operate the automatic irrigation system to provide optimum soil-water conditions from rainfall plus irrigation system application to attain healthy lawn and plant growth throughout the growing season as dictated by seasonal weather conditions.
5. Irrigate soils to suppress soil salinity, if present, in areas indicated by soil testing.
6. If no automatic irrigation system is installed in any given area, the proponent shall be responsible for providing watering personnel and equipment to properly irrigate such landscaped areas or features using water sources found on the buildings on the Property.
7. The proponent will include manual irrigation of planting areas under the Granville Street bridge during winter months when system is winterized as required to mitigate frost induced drought.
8. Trees may require bi-weekly or weekly manual watering if no automatic irrigation is present as dictated by seasonal weather conditions.
9. Replacement or repair of the irrigation system components is not part of this Agreement.
10. The proponent will notify CMHC promptly when any damage or malfunction of the irrigation system is observed.

11. A map of the irrigation system will be provided to the Lead Proponent upon the successful execution of an Agreement.

#### **7.4.17 Lawn Maintenance**

The proponent shall undertake all of the following lawn maintenance procedures and work tasks.

1. Turf shall be mown at a cutting height no shorter than 50mm (2.5”).
2. Cut lawns weekly from April 15 to October 1 to assure that approximately no more than one third of the lawn’s grass blade height is removed at each cutting cycle. Regular cutting is required to operate lawn maintenance within a Grass Cycling program – see below.
  1. Grass Cycling: All lawn clippings are to be mulched and left on the lawn during lawn cutting operations. The proponent will utilize a lawn mower that is equipped to mulch grass clippings as it cuts the lawn. Occasionally, heavy accumulations of grass clippings may occur on cut lawns, indicating the proponent is not cutting lawns regularly; any such lawn clipping accumulation that look unsightly or may negatively affect lawn health, shall be removed and disposed offsite at the completion of the day’s work.
  2. Cut lawns once a month during November and March, as needed to maintain a groomed lawn appearance. No lawn cutting is expected to occur during the winter months of December, January and February.
  3. Lawn mowing equipment cutting blades shall be maintained to provide a clean cut of all lawn grass.
  4. Line trim all lawn edges along walks, curbs, mowing strips or planting beds at each mowing and ensure a clean straight edge.
  5. Power-edge using a mechanical lawn edger on all lawn perimeter edges in the first week of April.
  6. Lawn edging cuts shall be vertical and straight or uniformly curved as appropriate.
  7. Lawns shall be fertilized once in late May and once in July. See Fertilizer and Lime section.
  8. Lime lawns once in the first week of February in the amount indicated by the soil test.
  9. Manually or mechanically remove perennial broadleaf weeds in turf areas. CMHC, in keeping with its organic approach, will allow the ongoing growth of five annual or perennial, non-invasive, broadleaved weeds to grow per square meter of lawn area. Pernicious weeds such as buttercup or dandelion are to be removed regardless of the per square meter allowance.
  10. Lawn herbicides are not permitted for use on the Property.

11. Control and prevent lawn weed growth by implementing Grass Cycling - see herein.
12. Only core aerators may be used for lawn aeration. Slicing or disk type aerators are not permitted.
13. Core-aerate lawns in low traffic areas, once annually in April.
14. Core-aerate lawn areas used during festivals and events after each event and then topdress with coarse angular sand. Round sand is not permitted for use in topdressing.
15. In non-event lawn areas with high traffic core-aerate once in April and once in September.
16. Topdress and overseed all bare spots in lawns once in April and once in September.
17. Summer topdressing may be required in certain lawn areas where damage has occurred. Only coarse sand is permitted for lawn topdressing.
18. Dethatch by power raking lawns once in the first April, of the first year, of the Term of the Agreement. Dethatching is not required annually.
19. Do not excessively dethatch lawns - some thatch is necessary for healthy grass growth.
20. Irrigate lawn areas as required to maintain healthy foliage but not excessive enough to force unnecessary growth.
21. Moss control in lawns shall be attained by maintaining lawn cutting height above 2.5 inches and by the application of lime. Chemical "moss killer" and other chemical pesticide products used for moss control are not permitted for use. Organic moss control products are permitted.

#### **7.4.18 Tree and Shrub Maintenance**

1. Fertilizing of trees and shrubs shall be based on the soil test recommendation and shall be done once only in the first week of June annually. Fertilizing during the spring growth flush during April and May is not permitted.
2. Tree work: The proponent is responsible for removal of dead or damaged branches that are attached to any given tree at a height of eight feet or lower. Branching above eight feet in height from the ground which requires arborist work will be referred by the proponent through written notification to CMHC. All other tree work shall be carried out by a separate arboriculture contractor.
3. The proponent shall carry out periodic maintenance of any tree's guy wires or tree stakes as necessary to keep guys and loops taut, to prevent stem girdling and to keep trees upright.

4. Pruning: The extent of pruning to be done shall be compatible with a high standard of maintenance, to develop a visually appealing appearance, compatible with the natural shape and growth habit of the plant species.
5. Remove all dead, damaged or diseased wood from shrubs and vines as noticed.
6. Root suckers and suckers from the understock of grafted plants shall be removed as they are noticed.
7. Shrubs shall not be sheared unless no other pruning option is available.
8. Pruning of shrubs shall generally be carried out annually in February or after flowering if needed.
9. Dead flower heads shall be removed promptly from shrubs once flowering is complete.
10. Groundcover Areas: Beds, planters and other planted areas containing groundcovers shall be weeded and dead foliage shall be removed on an ongoing basis.
11. The cost for dead plant replacement of shrubs, vines and trees is not included in this Agreement. The proponent shall itemize and provide pricing for removal, supply and install of new replacement plants before any such replacement work begins. Replacement work may only begin after the designated representative of CMHC has approved the replacement in writing. Annual plants are subject to replacement by the proponent – see section on “Annuals, planter barrels and hanging baskets.”

#### **7.4.19 Foliage Washing for Trees and Some Shrubs**

1. The purpose of this task is to remove dust, pollutants and insect excrements (sooty mold, aphid excrement such as sticky honey dew) or tree sap that falls on roads, tables, chairs and visitors.
2. Foliage washing is done using a carefully controlled water washing equipment to assure that the water pressure does not damage leaves and stems of the plant being washed.
3. Foliage washing may be required during late spring and summer seasons as directed by the CMHC.
4. Washing of trees is not included in this Agreement. CMHC maintains a separate Agreement for tree washing above eight feet in height due to the need for a bucket truck to reach the upper boughs of trees. The proponent is required to wash shrubs and vines as part of this Agreement.
5. Foliage washing is to be done in the early morning and completed by 9:00 am to limit inconvenience to visitors.
6. Baking soda may be added to the foliage washing water to neutralize and physically remove the contaminants, sap and insect excrement. The proponent will exercise due care and attention when adding baking soda to foliage washing water to avoid causing a foliage burn, especially during summer heat; and to prevent damage or discolouration to surrounding plants or existing hard features such as building, roads, walls or any other physical feature on the Property.

7. The proponent will cover and protect any features, table, chairs or other site features in the vicinity of foliage washing operations and protect those features from damage. See the Section 7.4.7 Protection, Preservation and the Proponent's Responsibility.
8. The proponent will provide safety barriers and safety cones to close off areas being washed.

#### **7.4.20 Pest and Disease Control**

1. Pesticide use is restricted; therefore the proponent will avoid using pesticides except where irreversible damage would result from any pest and disease infestation. Do not use any chemical pesticide method of insect or disease control without prior written approval of the designated representative of CMHC.
2. Inspect all plants and turf for signs of pest or disease regularly during the growing season and report any such conditions in the monthly report and indicate recommended control measures.
3. Take proactive steps to treat pests or diseases once discovered by using water washing, shop vacuuming for aphids, hand picking, pruning and other non-chemical and organic methods of control.
4. Pest and disease control shall be carried out by licensed pesticide applicators that are experienced at using pesticide application methods approved under current laws and regulations.
5. If chemical controls are required, pesticides shall be chosen on the basis of highest effectiveness and selectivity, and least hazard to the environment.
6. The proponent is directly responsible for any non-target kill caused by pesticide application to surrounding plants and will remediate such damage at the proponent's cost without charging CMHC any additional costs,.
7. The proponent will post warning signs in for one day in advance of any pesticide application to notify the public that a chemical pesticide control will be applied in the area. Pesticide warning signs shall remain in place for five days after pesticide application.
8. Pesticide application scheduling must be done to limit or avoid contact with people, and to avoid disruption of tourist visitor activity on the Property.

#### **7.4.21 Annual Plantings, Containers and Hanging Baskets**

The purpose of planting and maintaining bedding plant displays in planter barrels, baskets and mass planted annual display beds on the Property is to create colourful and interesting floral displays that enhance the experience of visitors to the Property. The proponent will design, supply and install interesting annual planting designs that offer colourful visual displays utilizing bold foliage textures, eye catching colour combinations and unusual floral interest for summer and winter annual displays on the Property.

The proponent supply all of the plants, soil, fertilizer and labour needed to install and maintain high quality seasonal bedding displays in display beds, planting barrels and hanging baskets on the Property.

1. Annual flower beds are located on Anderson Street at the entrance to Granville Island, and beside the Granville Island Brewery and the Keg Restaurant.
2. There are 12 hanging baskets located in Railspur Alley and 6 at the annual flower beside the Granville Island Brewery and the Keg Restaurant
3. There are 140 planter barrels spread around Granville Island. Planter barrels are located at Johnston Street, Cartwright Street, Duranleau Street, and Railspur Alley. Planter barrels will be supplied by the CMHC. Barrels are approximately 23 inches across.
4. The proponent is not required to include in the Agreement the cost to replace damaged or worn out barrels. The CMHC will supply replacement barrels for the proponent's use.
5. The proponent is required to replace dead or damaged annual plants growing in planter barrels, hanging baskets and in-ground bedding plant display beds on an ongoing basis. Seasonal availability of annual display plants may limit replacement choices but the proponent must find a suitable replacement as needed herein.
6. The proponent will submit pictures (as jpegs via email) of all bedding display plants to be used in planter barrels, hanging baskets and in-ground mass planted bedding display beds in advance of plants such plants. The purpose of this item is to give the CMHC a visual idea or concept of how colourful the visual displays will be and which plants will utilize bold foliage textures, eye catching colour combinations and unusual floral interest for the summer and winter bedding plant displays on the Property.

### **Annual Plantings, Containers and Hanging Baskets continued**

Bedding plant displays must provide floral colour and interest for the summer season from May 1 to October 1; and provide floral colour and interest from October 15-30 until April 1. It is understood by CMHC that the choice of plant material for winter annual displays is less diverse than the range of annual plants used in summer bedding displays. However, the proponent will make every creative effort to provide colourful winter displays in annual beds and containers using winter hardy annuals, bulbs and winter shrubs. Cut twig, stem and fruit displays may be used in limited quantities during winter. Hanging baskets for winter display are not required as part of this Agreement.

1. Bedding plant installation spacing should be adjusted closer than normal for each bedding plant chosen to attain colourful mass plantings earlier than is normal for municipal parks and garden bedding plant displays.

2. Summer annuals are to be planted in early to mid-April of each year, in order to provide colourful summer bedding plant displays that have rooted in by mid-May with 75 percent foliage cover of the surface of the planting space in planter barrels, hanging baskets and in-ground mass plantings.
3. Summer annuals are to be planted and in place on the property by April 15 of each year, in order to be rooted in and growing to provide colourful summer bedding displays by mid-May.
4. Winter annuals such as pansies, kale, cabbage and other winter interest plants are to be planted in October of each year for winter display.
5. Flowering bulbs such as daffodils, tulips, muscari, crocus and so forth should be planted in fall at the appropriate seasonal time to form part of winter annual flowering displays.

#### **7.4.22 Hanging Baskets**

The proponent will supply 18 hanging baskets to be hung in place ready for display by April 15 to April 30 of each calendar year. Hanging basket specification:

1. Minimum 400mm wire basket or colourful plastic container, or larger size.
2. The basket size and weight is subject to the structural limitations of the location that the baskets will be hung.
3. Include in the basket a suitable moisture retentive growing medium that is pH adjusted.
4. Fertilizer for the plants in the baskets can be incorporated into the growing medium at time of planting, or it can be added in granular form monthly as needed, or it can be provide in liquid form and watered into the basket at various watering cycles.
5. Hanging baskets plants will be chosen for long season of bloom, dramatic foliage texture and colourful appearance. Some plants should have a trailing habit. Plants must be repeat blooming annual plants, or long season of bloom tender perennials such as fuchsia.
6. All plants chosen should be appropriate to thrive in the sun or shade location of the where the basket will be hung and displayed.

#### **7.4.23 Pond Maintenance**

1. There are two ponds on the Property that require maintenance. Those ponds are to be drained and cleaned annually.
2. Ponds shall be maintained to prevent and reduce the development of algae.
3. Aquatic plants in those ponds require some ongoing maintenance to prevent spreading and crowding within the ponds. Aquatic plant division and or removal may be required during the cleaning cycle.

4. The ponds are to be maintained to prevent exposure of the rubber liner that will breakdown when exposed to ultraviolet light from the sun. Rocks located along the shorelines of those ponds may need adjustment from time to time to maintain shoreline cover, liner cover and to prevent degradation of the pond shoreline; if additional rocks are required the cost of those rocks shall not be included in this Agreement and the proponent shall provide a fixed price for supply and installation of those rocks.
5. Overgrown plants along the pond shorelines may need removal and reduction to control spread from time to time.
6. Significant or major reconstruction of the pond shoreline is not included in the price for this Agreement. However the proponent is expected to undertake such work and provide a fixed price to undertake any significant shoreline or pond reconstruction.
7. Garbage and debris is to be removed weekly from the ponds and the pond shoreline by the proponent.

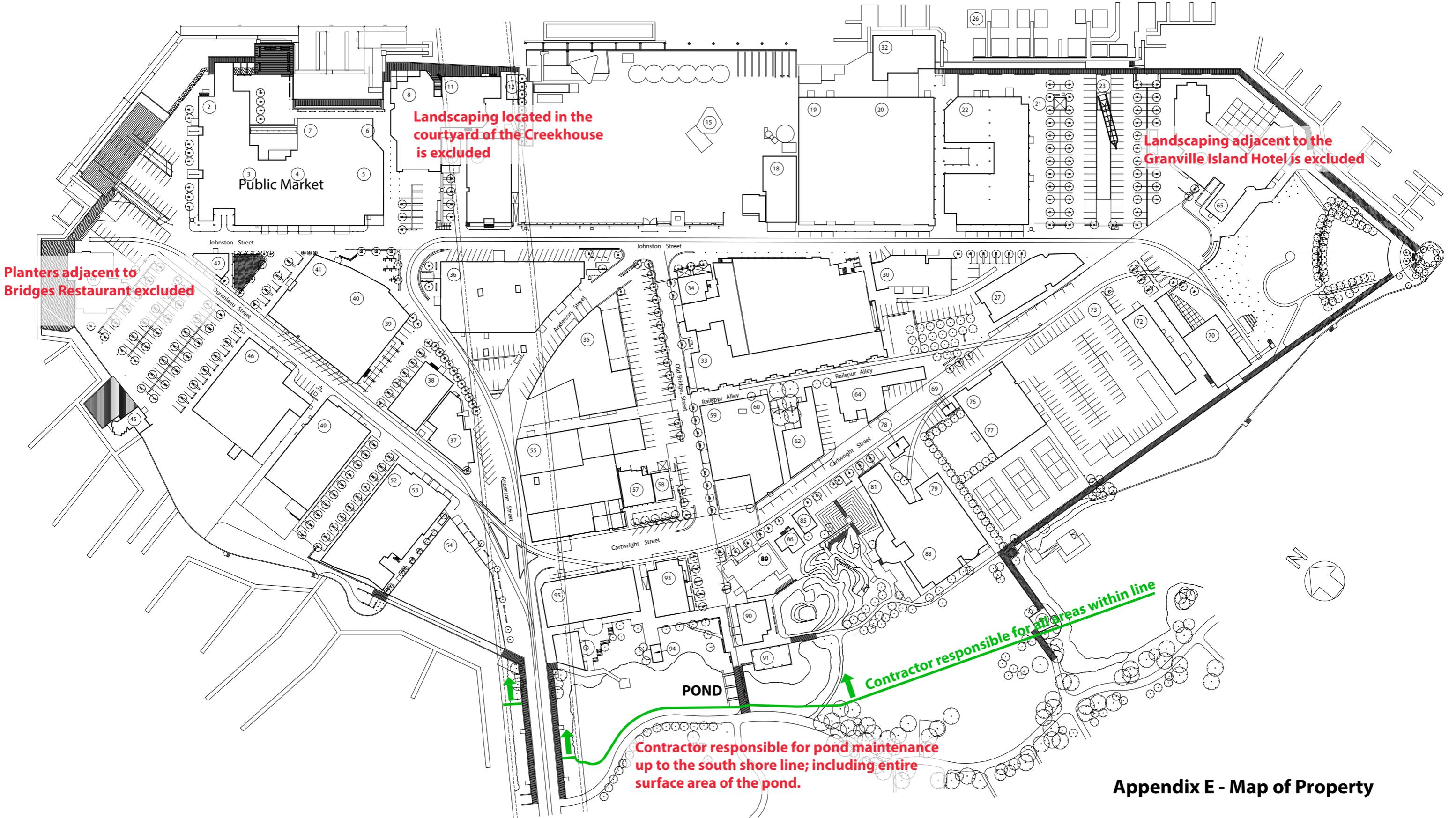
#### **7.4.24 Seasonal Leaf Clean Up**

Annually, leaves will be removed from the Property beginning in September and will be ongoing weekly until the end of November (or as directed by CMHC).

1. Remove leaves from all landscaped areas.
2. Roads, sidewalks, parking lots, and courtyards are excluded from this requirement.
3. Each landscaped area must have leaves removed once per week during the period of September to end of November (or as directed by CMHC) each year.
4. Review the site weekly to ensure there is no build-up of fallen leaves at each site from September to the end of November each year.
5. No leaf piles shall be left on site overnight; all collected leaves to be removed off site by end of day.
6. Continue to inspect and clean the Property of leaves from December to February.

## **Appendix E**

### **7.5 Map of Property**



**Appendix E - Map of Property**