

Request for Proposal

FOR

Pest Control Services

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Solicitation File Number: RFP 000111	Inquiries: Ryan Lemay Procurement Officer rlemay@cmhc-schl.gc.ca
Originating Department: Granville Island	

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Ce document est disponible en français sur demande

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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 providing regular pest control services to various properties and locations on Granville Island.

This Agreement will have an initial term of up to three (3) years, with the potential to renew for one (1) subsequent two-year renewal, not to exceed a cumulative total of five (5) years.

The value of this service is not expected to exceed \$90,000.00 CDN annually, 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.

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.

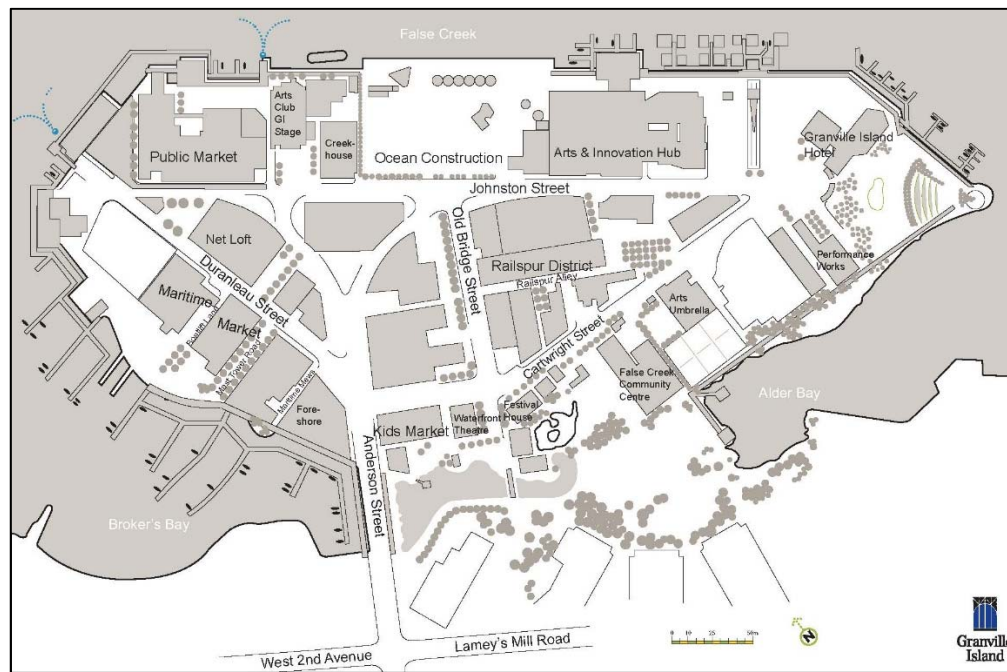
Granville Island in Vancouver is designed to attract local residents and visitors to meet, explore and experience a variety of cultural, recreational, educational, commercial and industrial activities, all year round.

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. Granville Island is on federal land and the surrounding waters are comprised of city, provincial and federal water lots.

Granville Island is a breathtaking oasis in the heart of Vancouver. Famous for its Public Market and abundant with unique retailers, restaurants, theatres, galleries and studios, its gritty, industrial past is proudly displayed in today's people-friendly, artistic, and energetic incarnation. Millions of visits to the Island are recorded annually.

Map of Granville Island:



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 Proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

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 (2019)	Activities
September 26	Request for Proposal issued
October 3	Mandatory Proponent Site Visit (9:00 AM PDT)
October 8	Deadline for questions (05:00 PM PDT)
October 10	Deadline for issuing addenda (answers to questions)
October 17	Submission Deadline
November	Evaluation - Selection of lead proponent
November	Agreement award and finalization with lead proponent
November	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.

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 RFP #000111* 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 Direct Deposit and Income Tax Reporting Requirement

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

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. Proponents are therefore required to provide the necessary information, including the proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The lead proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting agreement. 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

MANDATORY

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

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

MANDATORY

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

11:00 a.m. local Vancouver time, on October 17, 2019

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

2.3.2 Address for Delivery

MANDATORY

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

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFP 000111, Pest Control Services (Granville Island).

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

2.3.3 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.

2.3.4 Language of Proposal

Proposals may be submitted in English or French.

2.3.5 Number of copies

One (1) signed original copy of the complete proposal is to be submitted.

2.3.6 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

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 addendum published on 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 published for proponents on 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 after the question deadline.

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

MANDATORY

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 during the RFP process and until such time as an Agreement is negotiated and executed.

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 willful 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 Mandatory Proponents' 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 will be held on October 3, 2019 at 9:00 AM PDT. The site is located at the CMHC Granville Island Administration Office at 1661 Duranleau Street, 2nd floor, Vancouver, B.C. V6H 3S3. The proponent must send confirmation of attendance, including the name(s) of the person(s) who will be attending, via email to the contact person provided in Section 2.4. Proponents who, for any reason, cannot attend at the specified date and time will not be provided with an alternative opportunity to view the site.

2.21 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.

2.22 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.

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

CMHC wishes to engage a qualified pest control services company to provide regular pest control services to various properties and locations on Granville Island. The successful Proponent will be able to respond quickly to pest control emergencies as well as provide ongoing pest suppression in a variety of environments including the Public Market, artisan studios, restaurants, the seawall, and outdoor locations.

The proponent will provide and implement a comprehensive exterminating program that ensures adequate coverage of CMHC buildings and grounds to control and treat a variety of pests including rats, mice, other rodents, cockroaches, silverfish, ants, fleas, grain beetles, moths, occasional garden variety pests, wasps, flies, and birds - mainly pigeons. This comprehensive program includes, but is not limited to, the following buildings:

	Building	Address	Description	Service Frequency
1	Granville Island Public Market (Approximately 50,000 sf.)	1689 Johnston Street	The ground floor consists of 50 tenanted open concept food vendors, restaurants, and a theatre space (Revue Stage). There are a number of food and equipment storage areas as well as second floor housing over 30 offices. The rooftop is a common bird nesting area and pest transit point, and is included within the area to be serviced.	Minimum of three (3) times per WEEK (Mon, Wed., and Fri.)

			<p><u>Annual Public Market Inspections</u> The proponent will partake every Monday in January (excluding January 1) in the inspections led by a CMHC Tenant Coordinator. At a minimum the Proponent will make available for these inspections the pest control technician regularly assigned to the Public Market. The Proponent will note pest control issues and concerns to the CMHC Tenant Coordinator and tenants during the inspection and provide remedial and best practice recommendations.</p>	<p>4 to 5 days (each day varies from 4 to 6 hours)</p>
1(a)	Popina – Pop up restaurant on Westside of the Market	1689 Johnston Street	<p>This is a pop up restaurant location made from converted shipping containers. There is a covered patio area that is included in the location.</p>	<p>Same as Public Market</p>
2	Net Loft	1661 Duranleau Street	<p>The ground floor consists of 23 stores and one restaurant with a common seating area as well as small service areas. The second floor includes the CMHC Administration Office and three other office spaces.</p> <p>Servicing of tenanted spaces must occur between 10 a.m. and 11 a.m.; otherwise the proponent will be required to make special arrangements with tenants for access to the space.</p>	<p>Minimum of one (1) service per WEEK</p>
3	Chain and Forge (Building 36)	1596 Johnston Street	<p>The ground floor consists of a restaurant with exterior food storage, shared dry and cold food storage area, a retail outlet, two offices (parking and security services), and Boca del Lupo as well as electrical room and sprinkler room. The second floor includes Axis Theatre Society and Greater Vancouver Professional Theatre Alliance offices.</p>	<p>Minimum of one (1) service per WEEK</p>

4	Building 34	1406 Old Bridge Street	A two level multi-tenanted building with offices, artisan spaces, and a utility room.	Minimum of one (1) service per MONTH
5	Building 35	1402 Anderson Street	A shared space often used as a “green room” for island events. This CMHC space is sometimes loaned to cultural partners for use during events.	Minimum of one (1) service per MONTH
6	Building 59 Maintenance, (2) Studios and, Liberty Distillery	1397 Cartwright Street 1494 Old Bridge Street	Includes all interior and exterior spaces with special attention given to the waste compactor area in the yard.	Minimum of one (1) service per MONTH
7	Festival House	1398 Cartwright Street	The proponent will service all interior and exterior spaces including offices and Multipurpose Theatre Space.	Minimum of one (1) service per MONTH
8	Waterfront Theatre	1412 Cartwright Street	All interior and exterior spaces including the box office, concession stand, dressing rooms and Multipurpose Theatre Space.	Minimum of one (1) service per MONTH
9	Performance Works	1218 Cartwright Street	All interior and exterior spaces including the box office, concession stand, dressing rooms and Multipurpose Theatre Space.	Minimum of one (1) service per MONTH
10 10(a)	Railspur Alley	1363 Railspur Alley	One restaurant, with service focused at the restaurant and neighboring tenant spaces as well as the electrical room and sprinkler room. A row of studio spaces.	Minimum of one (1) service per WEEK Minimum of one (1) service per MONTH
11	Arts and Innovation Hub Building 19	1399 Johnston Street	Currently a vacant building formerly housing the Emily Carr University of Arts and Design. 123,850 sq.ft.	The proponent will review the site and provide an assessment of the need and scale required

				for current condition.
12	Building 27	1241-1249 Cartwright Street	A row of studio spaces including mezzanines, currently there are five tenanted spaces.	Minimum of one (1) service per MONTH
13	Building 90	1540 Old Bridge Street	Currently a vacant building formerly housing a restaurant. Once the space is leased, it will be removed from the Services provided under this agreement.	Minimum of one (1) service per MONTH
14	Building 62	1359 Cartwright Street	A multi-tenanted building with several artists and artisan groups occupying either shared space or individual studio space.	Minimum of one (1) service per MONTH
15	Building 72	1244 Cartwright Street	A multi-tenanted building with several artists occupying individual studio spaces.	Minimum of one (1) service per MONTH
16	Seawall	Bridges Restaurant to Ocean Construction	Concentrating efforts around the Public Market and Ferry Docks.	Minimum of two (2) times per WEEK
17	Compactor Sites	2 Outdoor Locations	The two sites are communal waste disposal locations for tenants, including waste compactors and a variety of waste bins. One location (a) is in the parking lot next to Bridges Restaurant and the other location (b) is behind the Granville Island Brewery.	The proponent will review the sites and provide an assessment of the need and scale required (including frequency and type of service)
18	Building 31 Multi-Level Parkade	1416 Old Bridge Street	Including all parking areas as well as electrical room and sprinkler room on Level 1	Minimum of one (1) service per MONTH
19	Building 38 B&B Scale Malaspina Island Studio	1459 Anderson & 1551 -1555 Duranleau	Interior and exterior areas including tenant spaces and electrical room	Minimum of one (1) service per MONTH

CMHC reserves the right to add, change and/or delete any locations by providing the proponent with adequate notification.

The proponent is to provide sufficient dedicated service technicians to enable them to familiarize themselves with the numerous locations listed, as well as providing all labour, supervision, equipment, supplies (including traps, glue boards, bait stations, etc.) and products necessary to perform all services related to the exterminating and preventing of pests and birds. Serviced buildings as listed include all tenanted spaces as well as common areas, unless otherwise specified.

The proponent's proposal should specify the quantity of dedicated service technicians, supervisors, and personnel they will provide to perform the Services, as well as the training / orientation that will be provided for relief personnel.

In cases of emergency the proponent must be available 24 hours per day, 7 days per week, including statutory holidays.

All pesticides and products used must be registered under the Pest Control Act.

Only government certified service personnel shall be used on the pest control program. The proponent shall provide all applicable certifications.

On-Site Protocol

The proponent will report to a designated representative of CMHC prior to conducting any scheduled work. If access keys are required, these keys will be signed out at this time. Once work is done for the day these keys must be returned, along with a completed report for each location serviced.

Issues in tenanted spaces, the Public Market and the Net Loft building will also be reported to the CMHC Tenant Coordinators.

All regular services are to be provided on a scheduled rotation, unless pest sightings require additional service. The regular service should be scheduled Monday through Friday, prior to 9:00 a.m. unless otherwise specified by CMHC. Personnel should be in uniform while on-site and able to produce a valid identification card if requested.

The nature of Granville Island as a large public and tourist destination as well as the varying uses of each building require customized attention and discretion. All traps located in public areas must be inconspicuous in pedestrian walkways and by main entryways to buildings. All traps must also be secure and non-hazardous to small pets.

The Proponent is required to interact on a regular basis with tenants while working in tenanted buildings. Tenants are expected to provide feedback to the technician while pest control work is undertaken inside or around their space. Customer service is critical to the ongoing success of the pest control program on Granville Island and the Proponent is expected to act in a courteous manner to all tenants of Granville Island.

Reports

The Proponent will propose a system of regular digital reports to designated representatives of CMHC outlining pest numbers, issues, and other statistics/parameters as proposed by the Proponent.

The proponent will maintain a log book on-site with high volume areas outlined, trap locations, actions and precautions taken, service reports, and any further recommendations. The logbook will also include a copy of the proponent's business licence, pesticide use and vendor license, and employee pesticides applicator certificates.

A monthly report detailing all conditions, inspections, infestation, recommendations, sanitation conditions per location, inclusive of the individual stalls in the Public Market, and further recommendations will be prepared for the Manager of Operations and copies sent to CMHC departments as requested by CMHC.

Bird Control Program

1. Bird Control Program currently consists of weekly and as-requested service for pre-baiting with durable roof-top cages on the Public Market; the birds are caught and removed. The Proponent will propose a bird control solution for the rooftop and area of the Public Market. Note that raptors (non-flight) are currently brought in on a regular weekly basis to disrupt pigeons and seagulls in the Public Market courtyard. Live capture of birds must be conducted humanely (shade, water, food), and all cages must be checked and emptied regularly, or immediately if notified by CMHC. Traps shall be placed as discreetly as possible. Proposals should allow for a minimum of weekly service.
2. Seagull nesting prevention program is seasonal to remove all nest materials and, egg addling when necessary, on all buildings. The Contractor must inspect for gull nests regularly and work with CMHC to prevent nesting on the roof of all buildings. Proposals should allow for a minimum of weekly service. The proponent will be responsible for obtaining any necessary permits. If the proponent intends to charge CMHC for permits as a flow-through cost, indicate this in the pricing proposal.
3. Bird Netting – certain buildings such as the Public Market require the installation or replacement of bird netting on an ad hoc basis. The proponent will provide this service as requested by CMHC and identify any sub-contractors used for this service. Change of subcontractors during the term of any resulting agreement is subject to CMHC approval. The proponent will identify any mark-ups on subcontractor work in its pricing proposal. The proponent will provide adequate invoicing back-up when charging for subcontractor work.

Special and Additional Services

On occasion it will be necessary for the Proponent to provide special and/or additional services as requested by CMHC, an individual tenant or as recommended by the proponent. All requests for additional services will be reviewed by CMHC and the proponent must obtain written authorized from the designated representative of CMHC.

Travel

No travel costs will be incurred during the course of any resulting agreement.

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

#	Item
4.3	Covering Letter
4.4	Executive Summary
4.5	Proponent's Qualifications
4.6	Response to Statement of Work
4.7	Project Management Plan
4.8	Three (3) Comparable Examples
4.9	Financial Information
4.10	Other Information
4.11	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 phone number and e-mail address.
- (d) The locations of primary and all other offices that would be servicing the Agreement.

4.4 Executive Summary

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

- (a) Key features of the proposal, features that make the proposal advantageous for CMHC, innovative approaches to meeting the requirement and cost-saving opportunities.

(b) A brief statement of the proponent's qualifications to meet CMHC's stated requirements.

4.5 Proponent's Qualifications

MANDATORY

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 provided by staff. Include a description of any sub-contractor(s) and which portions of the project they will be responsible for.
- (b) Résumés for all personnel who would be assigned to the project, including subcontractors, if any.
- (c) Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?

4.6 Response to Statement of Work

MANDATORY

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

4.7 Project Management Plan

The proponent shall describe its project management plan including:

- (a) Project Management Approach. The proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The proponent shall describe its status reporting methodology, including details of written and oral progress reporting methods.
- (d) Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The proponent shall describe and explain
 - its intended interface points with CMHC
 - all available interface mechanisms, and
 - how interface issues and difficulties will be resolved.
- (f) The proponent's plan for ensuring continuous improvement of its practices and procedures for delivering the services.

4.8 Comparable Projects

Please provide three (3) examples of work performed, within the last five (5) years of issuance of this RFP, for other clients similar to the requirements set out in Section 3 – Scope of Work of this RFP. **Proponents may not list CMHC Granville Island as a reference if applicable.**

For each project example, the Proponent is to provide the following:

- (a) The client organization;
- (b) The name of the resource(s) assigned to the requirement;
- (c) The name and title of client contact reference and contact information;
- (d) The start and end dates of the project;
- (e) A clear description of how the project meets the scope of work set out in Section 3 of this RFP;

Prior to contract award, CMHC may contact these references and may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with CMHC or other institutions.

4.9 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).

4.10 Other Information

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

4.11 Pricing Proposal

MANDATORY

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 a fixed (firm) price for the services outlined in this RFP. In addition, the proponent must submit pricing information that indicates how the fixed price was calculated, referencing the following:

TABLE 1 - Scheduled Pest Control Services					
		A	B	C	D
Location	Building	Service Quantity (per Month)	Cost per Service	Annual Cost (12 Months)	Cost per year (A x B) x C = D
1	Public Market	12		12	\$
2	Net Loft	4		12	\$
3	Chain and Forge	4		12	\$
4	Building 35	1		12	\$
5	Maintenance Shop	1		12	\$
6	Festival House	1		12	\$
7	Waterfront Theatre	1		12	\$
8	Performance Works	1		12	\$
9	Railspur Alley Restaurant	4		12	\$
9.1	Railspur Alley Studio	1		12	\$
10	Arts and Innovation Hub	2		12	\$
11	Building 27	1		12	\$
12	Building 90	1		12	\$
13	Building 60	1		12	\$
14	Building 62	1		12	\$
15	Building 72	1		12	\$
15	Compactor Site (a)	2		12	\$
16	Compactor Site (b)	2		12	\$
17	Seawall	8		12	\$
Total Annual Cost (sum of column D)					\$

TABLE 2 - Scheduled Bird Control Services					
		A	B	C	D
Location	Building	Service Quantity (per Month)	Cost per Service	Annual Cost (12 Months)	Cost per year (A x B) x C = D
1	Public Market – Roof Top Cages	4		12	\$
2	Public Market – Nesting	4		12	\$
3	Net Loft - Nesting	4		12	\$
Total Annual Cost (sum of column D)					\$
The cost for Service is inclusive of all labour, materials, equipment, travel, permitting, etc. required for the proponent to provide the Service as described in the Statement of Work.					

TABLE 3 – Annual Market Inspections			
	A	B	C
Year	Service Quantity (per Month)	Cost per hour	Cost per year A x B = C
2020	4 x 7.5 hour days	\$	\$
2021	4 x 7.5 hour days	\$	\$
2022	5 x 7.5 hour days	\$	\$
Total Annual Cost (sum of column C)			\$

TABLE 4 - As Requested Services				
		A	B	D
Description	Unit	Estimated Quantity	Cost per Unit	Estimated Cost A x B = C
Pest treatment service outside the scope of regular service during regularly scheduled visits	Per hour	20 x 7.5 hour days	\$	\$
Treatment for Flies (indoor)	Per treatment	5	\$	\$
Treatment for cockroaches	Per treatment	5	\$	\$
Treatment for Ants (indoor)	Per treatment	5	\$	\$
Treatment for Ants (exterior)	Per treatment	5	\$	\$
Wasp Nest Removal	Per treatment	5	\$	\$
Removal of Small Wildlife (example: Racoons, skunks)	Per removal	5	\$	\$
Total Annual Cost (sum of column D)				
<p>As requested services are to be invoiced separately for each occurrence incurring a cost, and show the pest that was treated for and the technician responsible for treatment.</p> <p>The Estimated Quantity for as-requested services identified in this table are for evaluation calculation purposes only. The services under any resulting agreement will be as requested and are not bound by the estimates provided herein.</p>				

TABLE 5 – Other Services	
Description	Cost (A)
Mark Up percentage (%) rate for supplies and equipment * (Annual Estimated Quantity for Evaluation is \$10,000 + % markup =)	Cost + ____ %
Mark Up percentage (%) rate for Sub-contractors (Annual Estimated Quantity for Evaluation is \$10,000 + % markup =)	Cost + ____ %
Total Annual Cost (sum of column A)	
<p>* Should the contractor intend to charge by item, list items and cost for each</p> <p>The Estimated Quantity for other services identified in this table are for evaluation calculation purposes only. The services under any resulting agreement will be as requested and invoiced at cost plus the proponent’s percentage markup and is not bound by the estimates provided herein.</p>	

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 Methodology

5.3.1 Stage I - Mandatory Submission Requirements

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.

5.3.2 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which proposals comply with all of the Mandatory Technical Requirements as follows:

Mandatory Technical Requirements		
MTR.1	The Proponent must have a minimum of five (5) years of demonstrable experience in providing pest control services.	Pass/Fail
MTR.2	The Proponent currently maintains any certification required to provide the requirements set out in Section 3 – Scope of Work of this RFP in Canada.	Pass/Fail

Each proposal will be examined to determine compliance (pass/fail) with each mandatory technical requirements identified above. A proposal must comply with all of the mandatory technical 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 technical requirements will be eliminated from further consideration. A proposal which meets all the mandatory technical requirements will be deemed compliant and will proceed in the evaluation process.

5.3.3 Stage III – Evaluation Table of Rate Criteria and Price

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.

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". Individual scores will be reviewed and tabulated to reach an average score multiplied by the weighting for each rated criteria.

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.

Section 4.11 Pricing Proposal will be scored based on a relative pricing formula using the rates set out in the Pricing Form in Section 4.11 (the sum of the Total Annual Cost in Tables 1-5). Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$(\text{lowest price} \div \text{proponent's price}) \times \text{weighting} = \text{proponent's pricing points}$$

Each Rated Criteria has been given a pre-determined weight as per the value set out in the Appendix “B” table and will be rated from 0-10 in accordance with the scoring matrix in Section 5.5.

The lead proponent will be the proponent achieving the highest overall score.

Rated criteria Section 4.5, 4.6, 4.7 and 4.8 will be scored, on a scale of 0-10, by the evaluation team in accordance with the below matrix. Individual scores will be reviewed and tabulated to reach an average score multiplied by the weighting for each rated criteria.

Score	Evaluation Conclusion	Description
10	<u>Complete and clear</u> description provided that <u>exceeds</u> the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the requirement.	Outstanding
9	<u>Complete and clear</u> description provided of the SA Holder's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the requirement.	Excellent
7-8	<u>Above average description</u> provided of the SA Holder's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Very Good
5-6	<u>Average description</u> provided of the SA Holder's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Good
3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the SA Holder's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the SA Holder's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the requirement.	Unsatisfactory
0	<u>Little or no</u> information provided to assess the SA Holder's ability to meet the criteria.	No Response

5.4 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 4.8 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.

5.5 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 Street, 2nd 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 regular pest control services to various properties and locations on Granville Island 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.

Article 2.0 - Term of the Agreement

- 2.1** The term of the Agreement shall be for a period of three (3) years commencing on _____, 2019 and ending on _____, 2022 (the “Initial Term”).

- 2.2** **Renewal**

The Agreement may be renewed at CMHC’s sole discretion for one (1) additional, two (2) – year term, not to exceed a cumulative total of five (5) years (the “Renewal Term”).

Collectively the Initial Term and the Renewal Term 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, charge, or liability of any kind by giving at least thirty (30) calendar days written notice to the Contractor at any time during the Term.

Termination for Default of Contractor

CMHC may, by giving at least (10) calendar days prior written notice to the Contractor, terminate this Agreement without penalty, charge or liability of any kind 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) calendar 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.

Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$450,000 including taxes for Services provided during the Term of the Agreement (inclusive of the Initial Term and Renewal Term). Pricing increases may be negotiated for the Renewal Term where applicable.

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 in accordance with the manner of payment outlined in Schedule B, describing the Services provided during the period covered by the invoice. The Contractor must allow thirty (30) calendar days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service.

All invoices, notices and requests for payment must make reference to CMHC PA _____ and be sent electronically to ap@granvilleisland.com. Failure to do so may result in delays of payment.

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.

3.5.1 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 Article 3.5.2 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.

3.5.2 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 is 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.

3.6 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 **MANDATORY**

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.

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

MANDATORY

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 \$10,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal Injury
- products liability
- broad form property damage including completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Worksafe BC)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to Granville Island Administration

- 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).
- hostile fire exception to any pollution exclusion

b) Automobile Insurance

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

c) Contractor's Pollution/Environmental Insurance

The Contractor will provide and maintain a contractors pollution/environmental liability insurance for a limit of not less than \$10,000,000 per event. Canada Mortgage and Housing Corporation is to be added as an additional insured.

d) Fidelity Bond/Employee Dishonesty Insurance (Crime Insurance)

The Contractor shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada. The policy shall extend to include a **third party extension** (client coverage). Insurance is to include a third party extension for a limit of not less than \$250,000.

e) Other conditions

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

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

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Article. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Article intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Article. 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 this Article, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

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

4.9 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

MANDATORY

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to co-operate 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 Section 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 Article 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 notices issued under the Agreement shall be in writing and shall be forwarded via e-mail:

To CMHC at the following address: *To be completed and agreed upon with the successful Proponent.*

To the Contractor at the following address: *To be completed and agreed upon with the successful Proponent.*

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 _____;
- (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)

Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK

TERMS OF REFERENCE

To be completed and agreed upon with successful Proponent.

Draft Agreement - SCHEDULE "B" - FEES

MANNER OF PAYMENT

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

To be completed and agreed upon with successful Proponent.

7 SECTION 7 APPENDICES

APPENDIX A - Certificate of Submission (MANDATORY)

_____, hereby:
Company Name Procurement Business Number (PBN)

1. 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;
2. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
3. 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;
4. 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;
5. 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;
6. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
7. 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;
8. certifies that this proposal was independently arrived at, without collusion;
9. 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;
10. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
11. 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;
12. (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).
13. 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.
14. 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.
15. 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 _____, 2019 at _____, Canada.

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

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B – Evaluation Table

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 0 to 10	UPSET SCORE (7/10)	SCORE AxB
Section 4.5 - Proponent's Qualifications (15%)				
A description of the firm, its organization, number of full-time employees and service specializations provided by staff. Include a description of any sub-contractor(s) and which portions of the project they will be responsible for.	5		35	
Résumés for all personnel who would be assigned to the project, including subcontractors, if any.	5		35	
Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? How many personnel are located in this office and what is their specific experience with the proposed work?	5		35	
Section 4.6 - Response to Statement of Work (30%)				
In this section, the proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work.	25		175	
Specify the quantity of dedicated service technicians, supervisors, and personnel they will provide to perform the Services, as well as the training / orientation that will be provided for relief personnel.	5		35	
Section 4.7 - Project Management Plan (30%)				
Description of its project management approach and the project management organizational structure including reporting levels and lines of authority.	5		35	
Description of its approach to quality control including: (g) details of the methods used in ensuring quality of the work, and (h) response mechanisms in the case of errors, omissions, delays, etc.	5		35	
Description of its status reporting methodology, including details of written and oral progress reporting methods.	5		35	

EVALUATION CRITERIA	A	B	C	D
	WEIGHT 100 Total	POINTS 0 to 10	UPSET SCORE (7/10)	SCORE AxB
Description of the method the proponent will use to ensure compliance with the work schedule.	5		35	
Description and explain of the proponents intended interface points with CMHC, all available interface mechanisms, and how interface issues and difficulties will be resolved.	5		35	
The proponent’s plan for ensuring continuous improvement of its practices and procedures for delivering the services.	5		35	
Section 4.8 - Comparable Projects (15%)				
Three (3) examples of work performed, within the last five (5) years of issuance of this RFP, for other clients similar to the requirements set out in Section 3 – Scope of Work of this RFP.				
Comparable Project 1	5		35	
Comparable Project 2	5		35	
Comparable Project 3	5		35	
Total Technical Score (Section 4.5, 4.6, 4.7, and 4.8)				
Meets Minimum Upset Score for Technical Criteria (Score of 630)				
Section 4.11 – Pricing Proposal (10%)				
Pricing is scored based on a formula where the lowest price obtains the highest score (10 out of 10) and all prices are then pro-rated.	10		n/a	
Total Evaluated Score (Section 4.5, 4.6, 4.7, 4.8 and 4.11)				

APPENDIX C – Mandatory Checklist

<input type="checkbox"/>	Submission Deadline	Section 2.3.1
<input type="checkbox"/>	Address for Delivery	Section 2.3.2
<input type="checkbox"/>	Offering Period	Section 2.7
<input type="checkbox"/>	Proponent's Qualifications	Section 4.5
<input type="checkbox"/>	Response to Statement of Work	Section 4.6
<input type="checkbox"/>	Project Management Plan	Section 4.7
<input type="checkbox"/>	Three (3) Comparable Examples	Section 4.8
<input type="checkbox"/>	Pricing Proposal	Section 4.11
<input type="checkbox"/>	Certificate of Submission	Appendix A