

# Request for Proposal

FOR

## **SECURITY GUARD SERVICES FOR GRANVILLE ISLAND**

Date issued: September 14, 2020	Solicitation Closes: 11:00 AM PDT, October 9, 2020
Solicitation File Number: RFP #000169	Inquiries: Ryan Lemay
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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 all requisite skills, experience, labour, equipment and resources to provide onsite security guard services throughout Granville Island in Vancouver, British Columbia.

This Agreement will have an initial term of up to three (3) years, with the potential to renew for two (2) subsequent one-year renewals, not to exceed a cumulative total of five (5) years.

The value of this service is expected to range from \$800,000.00 to \$1,000,000.00 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 Ahmed Hussen.

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. A comprehensive Company profile of CMHC can be found at [www.cmhc-schl.gc.ca](http://www.cmhc-schl.gc.ca)

### **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.

Proponents should 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-asupplier>

## 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 (2020)	Activities
September 14	Request for Proposal issued
September 28	Deadline for questions (5:00 PM PDT)
October 2	Deadline for issuing addenda (answers to questions)
October 9	Submission Deadline (11:00 AM PDT)
October 12 - 30	Evaluation - Selection of lead Proponent
November 2-6	Agreement award and finalization with lead Proponent
November	Announcement of successful Proponent
December 1	Services Start Date
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 5 Evaluation and Selection
- 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 # 000169* 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.

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## **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 AM Pacific Daylight Time (PDT) on October 9, 2020.**

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 000169, Security Guard Services (Granville Island). Please also indicate the number of emails submitted e.g. email 1/1 or 1/3, 2/3 and 3/3 as applicable.

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

### **2.3.2 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.

### **2.3.6 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 or facsimile to the following contact person:

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

Changes to this RFP document will only be effective if issued by CMHC in writing as described below.



Proponents are therefore strongly cautioned to request that all clarification, direction and changes be provided in writing, as information given orally by any person within CMHC shall not be binding upon CMHC.

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all Proponents, will be answered by CMHC in writing and distributed to all Proponents by addendum published on [buyandsell.gc.ca](http://buyandsell.gc.ca) (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 wilful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This section is intended to be a complete waiver of the proponent's right to claim damages subject to the limited exception noted above.

## **2.12 Verification of Proposals**

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

## **2.13 Ownership of Responses**

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

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

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

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

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

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

#### **2.14 Proprietary Information**

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

#### **2.15 Corporation Identification**

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

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

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

#### **2.17 Conflict of Interest**

The proponent and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The proponent shall then, upon direction of CMHC, take steps to eliminate the conflict, potential conflict or perception that a conflict of interest exists. The successful proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the proponent's duties to that third party and the proponent's duties to CMHC.

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

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

By submitting its proposal, the proponent certifies that:

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

## **2.19 Security Clearance**

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

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

## **2.20 Joint Venture Responses**

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

The proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the proponent and CMHC will be directed through the contact person.

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

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

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

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

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

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

### **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**

##### **3.3.1 Background**

CMHC would like to acknowledge that Granville Island is located on the traditional territory of the Musqueam Squamish and Tsleil-Waututh First Nations and we thank each of the First Nations for the opportunity to work live and play on this wonderful land.

Granville Island is recognized as one of the most successful waterfront developments in North America. It 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 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 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.

In 2016, CMHC commissioned a planning project to produce a comprehensive vision for Granville Island for the next quarter century.

Among the recommendations in Granville Island 2040: Bridging Past & Future, was the development of new Mission and Vision statements specific to Granville Island, the identification of 4 key areas of focus, and a new governance structure.

The Granville Island Council formed in late 2019 and is composed of citizens from the local community along with 2 representatives from CMHC who together bring expertise in the areas of arts & culture, community and government relations, leadership, finance, and property management.

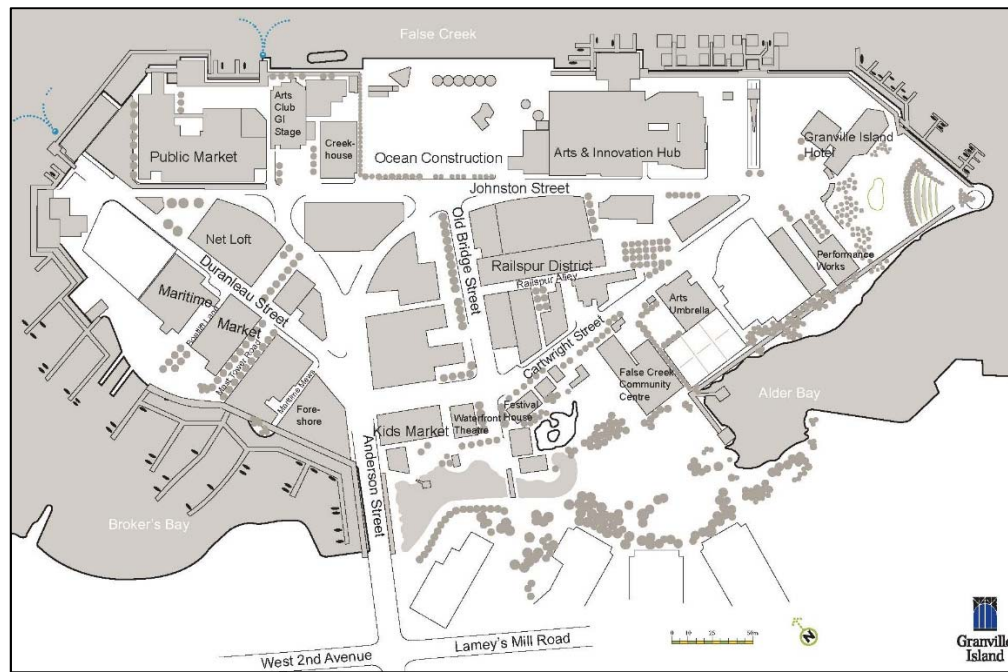
### MISSION STATEMENT

*“To steward this public land for meaningful urban and social experimentation among diverse, creative, cultural, and business models, engaging local First Nations and communities while welcoming the world.”*

### VISION STATEMENT

*“The most inspiring public place in the world.”*

#### Map of Granville Island:



### 3.3.2 Scope of Work

CMHC is seeking a vendor(s) (hereafter referred to as the “Proponent(s)”) for the purpose of providing all the requisite skills, experience, labour, equipment, and resources to provide all onsite security resources to manage the day-to-day security requirements throughout Granville Island in Vancouver, British Columbia in accordance with the Statement of Work attached as Appendix “D”.

### 3.3.3 Work Location

The Services will be performed primarily onsite at various locations on Granville Island in Vancouver, British Columbia.

The selected proponent(s) shall, at all times, be responsible for its resources following all health and safety protocols recommended by CMHC, as amended from time to time, if and when on-site a CMHC location for the performance of services. Such protocols will be shared with the selected proponent(s) at the time of contract award.

The selected proponent(s) shall, at all times, be responsible for its resources following the Code of Conduct for Contractors attached as Appendix E of this RFP, when on-site at Granville Island for the performance of the Services.

### **3.3.4 Travel**

No travel is required in the course of the Term of the Agreement and no compensation will be awarded to the selected Proponent(s) for any travel cost incurred.

### **3.3.5 Proponent Site Visit**

Proponents are encouraged to visit the site and examine the existing conditions. No mandatory site visit is scheduled.



## **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.

<b>#</b>	<b>Response Item</b>
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	Transition Plan
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, i.e. its age, organization, number of full-time employees and service specialization. Include a section that displays the Proponent's depth of knowledge and experience.
- (b) Describe why your organization is ideally suited to provide the services described under Section 3. Scope of Work.
- (c) References: Provide five (5) 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. For each project example, the Proponent is to provide the following:
  - The client organization;
  - The name of the resource(s) assigned to the requirement;
  - The name and title of client contact reference and contact information (phone number and e-mail);
  - The start and end dates of the project;
  - A clear description of how the project meets the scope of work set out in Section 3 of this RFP;
  - Confirmation that the worked performed included a minimum of 12,000 hours per annum

CMHC may approach any such contact person for information relating to the quality of work provided by the Proponent. Should CMHC determine, at its sole discretion, any information in the provided references to be false or inaccurate, or if the contact provided in the reference provides negative feedback regarding the Proponent and its conduct on projects, the Proponent will be disqualified from the evaluation process. Contracts named in References must be relevant to the Statement of Work. CMHC Granville Island must not be included as a reference.

- (d) The Proponent should have an office within 100 kilometers distance from the CMHC Granville Island. This office must be staffed 24 hours per day, 7 days per week, 365 days per year by personnel authorized to act on behalf of the proponent in all matters pertaining to the daily administration of the resulting Agreement. Proponents are to provide proof of location of office and office staff to meet this requirement.

#### **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**

#### **MANDATORY**

The proponent shall describe its project management plan including:

- a) **Project Management Approach:** The Proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- b) **Quality Control:** The Proponent shall describe its approach to quality control including:
  - Details of the methods used in ensuring quality and consistency
  - Response mechanisms in the case of failures and deficiencies
- c) **Status Reporting to CMHC:** the Proponent shall describe how it will communicate regularly with CMHC, including project meetings, follow-up, site-visits, etc.
- d) **Work Schedule.** The proponent shall describe the method it will use to ensure compliance with the work schedule.
- e) **Risk Management Approach:** The Proponent shall describe its risk management approach and risk management organizational structure including policies, processes and internal controls.

#### **4.8 Transition Plan**

#### **MANDATORY**

A smooth and orderly transition between the Proponent and the existing Contractor is necessary to assure minimum disruption to vital Services and CMHC activities.

The Proponent shall describe its transition plan, including at a minimum, the following:

- a) the Proponent's experience in implementing the requirements including identifying all the services, reports and information to be available at the start date;
- b) the transition plan and teams, including a strategy for implementing all functions including a timeline to meet the Service Start of December 1, 2020;
- c) a strategy for training including employee assignment, schedules, locations and coordinating with CMHC representative;
- d) the process for transitioning predecessor employees if applicable, and
- e) the approach that will be used at CMHC to avoid operational disruptions during the transition.

#### **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:

#### Hourly Rates

The proponent must submit a fixed (firm) hourly wage paid to personnel and the hourly rate charged to CMHC for each position listed in Table 1 below, including the hourly wage to be paid to all positions in the overtime and statutory holiday categories.

<b>Pricing Table 1 – Firm Fixed Hourly Rate</b>						
<b>Resource Role</b>	<b>Hourly Wage Paid to Personnel</b>			<b>Hourly Rate Charged to CMHC</b>		
<b>Site Supervisor</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Regular Hours	\$	\$	\$	\$	\$	\$
Overtime Hours	\$	\$	\$	\$	\$	\$
Statutory Holiday	\$	\$	\$	\$	\$	\$
<b>Shift Supervisor</b>						
Regular Hours	\$	\$	\$	\$	\$	\$
Overtime Hours	\$	\$	\$	\$	\$	\$
Statutory Holiday	\$	\$	\$	\$	\$	\$
<b>Guard</b>						
Regular Hours	\$	\$	\$	\$	\$	\$
Overtime Hours	\$	\$	\$	\$	\$	\$
Statutory Holiday	\$	\$	\$	\$	\$	\$
The Firm Fixed Rates provided above will be applicable during the three (3) year Initial Term of the Agreement.						

In addition to the pricing table above, the Proponent must provide detailed information indicating how the Hourly Rate Charge to CMHC was calculated for each of the Resource Roles identified. Including a clear definition of what is considered overtime and the Hourly Rate Charged to CMHC for overtime and statutory holidays.

**Fixed Annual Fee**

The Proponent must submit on Table 2 below the total fixed annual fee.

<b>Pricing Table 2 – Fixed Annual Fee</b>				
<b>Resource Role</b>	<b>Anticipated Hours per Annum</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Site Supervisor</b>				
Regular Hours	4,260	\$	\$	\$
Statutory Holiday	120	\$	\$	\$
<b>(a) Site Supervisor Total</b>	<b>4,380</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Shift Supervisor</b>				
Regular Hours	4,260	\$	\$	\$
Statutory Holiday	120	\$	\$	\$
<b>(b) Shift Supervisor Total</b>	<b>4,380</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Guard</b>				
Regular Hours	15,616	\$	\$	\$
Statutory Holiday*	432	\$	\$	\$
<b>(c) Guard Total</b>	<b>16,048</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Grand Total Cost</b>				
<b>(a) + (b) + (c) =</b>	<b>24,808</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
* Statutory Holiday hours for the Guard Resource Role accounts that the Public Market Extra Officer is not required on December 25, 26 and January 1.				

## **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 noncompliant 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:

<b>Mandatory Technical Requirements</b>		
MTR.1	The Proponent must have a minimum of five (5) years of demonstrable experience in providing Security Guard Services	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 Rated 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. Section 4.5, 4.6, 4.7 and 4.8 will be scored by the Evaluation Committee in accordance with the following:

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 Proponent’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 Proponent’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 Proponent’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 Proponent’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 Proponent’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 Proponent’s ability to meet the criteria.	No Response

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.

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.

### Price Evaluation

Section 4.10 Pricing Proposal will be scored based on a relative pricing, outlined in the table below, and using the rates set out in Section 4.10. Each Proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

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

Example of Calculation of evaluated Price:

<b>Pricing Table 2 – Fixed Annual Fee</b>				
<b>Resource Role</b>	<b>Anticipated Hours per Annum</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Site Supervisor</b>				
Regular Hours	4,260	\$	\$	\$
Statutory Holiday	120	\$	\$	\$
<b>(a) Site Supervisor Total</b>	<b>4,380</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Shift Supervisor</b>				
Regular Hours	4,260	\$	\$	\$
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<b>(b) Shift Supervisor Total</b>	<b>4,380</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Guard</b>				
Regular Hours	15,616	\$	\$	\$
Statutory Holiday	432	\$	\$	\$
<b>(c) Guard Total</b>	<b>16,048</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Grand Total Cost</b>				
		<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>(a) + (b) + (c) =</b>	<b>24,808</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Sum of Grand Total Cost Column 1 + 2 +3 = Proponent's Total Evaluated Price</b>				<b>\$</b>

Scores for Section 4.5, 4.6, 4.7, 4.8 and 4.11 will be tabulated and the Proponent, who scores the highest overall, will receive a written invitation to enter into contract negotiations with CMHC.



#### **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 if request by CMHC, 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, 2<sup>nd</sup> Floor  
Vancouver, British Columbia, Canada  
V6H 3S3  
(hereinafter referred to as “CMHC”)

**AND**                            **THE 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 Security Guard Services on Granville Island in accordance with the Statement of Work attached as Appendix “D” (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, and commence on \_\_\_\_\_ and end on \_\_\_\_\_ (the “Initial Term”).

### **2.2 Renewal**

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

Hereinafter the Initial Term and the Renewal Term are collectively referred to as 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 along with all files, intellectual property, and any other work developed by the Contractor under the Service Agreement to CMHC within not less than 30 days of the termination date. 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 lowest quoted rates as outlined in their hourly fee schedule. All unpaid invoices to date will be held once termination notice has been issued by CMHC and payment shall not be released until such time CMHC is satisfied that the transfer of information is complete.

## **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. 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 lowest quoted rates as outlined in their hourly fee schedule.

All unpaid invoices to date will be held once termination notice has been issued by CMHC and payment shall not be released until such time CMHC is satisfied that the transfer of information is complete.

### **Article 3.0 – Financial**

- 3.1** In consideration of the performance of the services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B (the “Method of Payment”). Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ \_\_\_\_\_ for the Term of the Agreement. Pricing changes may be negotiated for each successive 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. All invoices will include quantity, type of work, and associated unit pricing.

The Contractor must allow sixty (60) 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](mailto: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 within thirty (30) calendar days without being subject to late penalty charges.

### **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, who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement, which may include in the normal course of business the release to insurers of CMHC Information relevant to the underwriting and/or evaluation of CMHC's risks and the processing of its claims, provided such insurers and other financial institutions are informed of the confidential nature of such information and agree to be bound by confidentiality obligations that are substantially similar to those found 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.

To the extent the Contractor is required to handle personal information on behalf of CMHC, and subject to the protocol set forth below, the Contractor shall ensure that no personal information will be stored outside of Canada. 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.

Contractor agrees that if any CMHC Information is to be located outside of Canada for any period of time, it shall do the following:

- Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- Inform CMHC where the information will be located outside of Canada, and for what period of time;
- Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- Inform CMHC of the measures in place to protect CMHC Information from disclosure.

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

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



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

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

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

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

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

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

#### **4.5. Contractor's Authority**

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

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

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

#### 4.7. Conflict of Interest

#### 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

The Contractor shall, at its own expense, procure and maintain or cause to be procured and maintained in force for the duration of this Agreement;

The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.

- a) Commercial General Liability Insurance - Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 inclusive for personal injury, bodily injury (including death and wrongful eviction), and property damage for any one occurrence or series of occurrences arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, liability for products and completed operations, broad form coverage, contractor's liability, non-owned automobile, employer's liability, contractual liability and, intentional injury in defence of property/ liability specifically assumed under this Agreement. Care custody and control exclusion does not apply to property being protected. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

- b) Professional/Miscellaneous (Errors & Omissions) Liability – The Contractor and or its’ employees, and or its’ sub-contractors will provide and maintain Professional/Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000 per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Contractor, its agents, employees or sub-contractors in the performance of services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.
- c) Automobile Insurance – Commercial Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 combined single limit per accident for bodily injury (including death), statutory accident benefits and property damage per occurrence.
- d) Fidelity Bond/Employee Dishonesty Insurance – Fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with limits of not less than \$1,000,000.00. The policy shall extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract.
- e) Worker’s Compensation - Worker’s compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed.
- f) Network/Computer Security and Privacy Liability  
Network/Computer Security Liability and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per claim, providing coverage for, but not limited to, economic loss arising from or related to actual or alleged acts, errors or omissions, any breach of network/computer security, any privacy breach or transmission of malicious code committed by the Contractor its agents or employees. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.
- g) Other conditions
  - 1. If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor’s insurance and shall not contribute to it. All 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 insurance clause.

In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

2. Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any sub-contractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such sub-contractor'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 sub-contractor 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.

#### **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 cooperate with CMHC to take any measures necessary to ensure compliance with the *Act*. The Contractor further understands and agrees to ensure that services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

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

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

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

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor.

If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in 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 section 5.2 are the initial agreement administrators.

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

#### **5.2 Notices**

All 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 \_\_\_\_\_ 2020;
- (b) CMHC's Request for Proposal dated September 14, 2020;
- (c) The Contractor's submitted Proposal dated \_\_\_\_\_ 2020; 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)

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**Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK**

**TERMS OF REFERENCE**

**To be completed and agreed upon with successful Proponent.**

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**Draft Agreement - SCHEDULE "B" – MANNER OF PAYMENT**

**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.**

[The rest of this page is left intentionally blank]

## SECTION 7 APPENDICES

### APPENDIX A

#### Certificate of Submission (MANDATORY)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Procurement Business Number (PBN)

hereby:

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 \_\_\_\_\_, 2020 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**

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>WEIGHT</b> 100 Total	<b>POINTS</b> 0 to 10	<b>SCORE</b> AxB=C
<b>Section 4.5 - Proponent's Qualifications (%)</b>	<b>20</b>		
A description of the firm, i.e. its age, organization, number of full-time employees and service specialization. Include a section that displays the Proponent's depth of knowledge and experience.	5		
Describe why your organization is ideally suited to provide the services described under Section 3. Scope of Work.	5		
References: Provide five (5) 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.	5		
This office must be staffed 24 hours per day, 7 days per week, 365 days per year by personnel authorized to act on behalf of the proponent in all matters pertaining to the daily administration of the resulting Agreement.	5		
<b>Section 4.6 - Response to Statement of Work (%)</b>	<b>15</b>		
Details of training programs, including a sample of training materials	10		
Details of technologies deployed to site staff including examples of incident reports and details of Guard Tour /	5		
<b>Section 4.7 - Project Management Plan (%)</b>	<b>25</b>		
Project Management Approach: The Proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.	5		
Quality Control: The Proponent shall describe its approach to quality control including: - Details of the methods used in ensuring quality and consistency - Response mechanisms in the case of failures and deficiencies	5		

<b>EVALUATION CRITERIA</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>WEIGHT</b> 100 Total	<b>POINTS</b> 0 to 10	<b>SCORE</b> AxB=C
Status Reporting to CMHC: the Proponent shall describe how it will communicate regularly with CMHC, including project meetings, follow-up, site-visits, etc.	5		
Work Schedule. The proponent shall describe the method it will use to ensure compliance with the work schedule.	5		
Risk Management Approach: The Proponent shall describe its risk management approach and risk management organizational structure including policies, processes and internal controls.	5		
<b>Section 4.8 – Transition Plan (%)</b>	<b>30</b>		
The Proponent’s experience in implementing the requirements including identifying all the services, reports and information to be available at the start date;	10		
The transition plan and teams, including a strategy for implementing all functions including a timeline;	5		
A strategy for training including employee assignment, schedules, locations and coordinating with CMHC representative;	5		
The process for transitioning predecessor employees if applicable, and	5		
The approach that will be used at CMHC to avoid operational disruptions during the transition.	5		
<b>Total Technical Score (Section 4.5, 4.6, 4.7 and 4.8)</b>			
<b>Section 4.11 – Pricing Proposal (%)</b>			
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		
<b>Total Evaluated Score (Section 4.5, 4.6, 4.7, 4.8 and 4.11)</b>			

**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"/>	Transition Plan	Section 4.8
<input type="checkbox"/>	Pricing Proposal	Section 4.11
<input type="checkbox"/>	Mandatory Technical Criteria	Section 5.3.2
<input type="checkbox"/>	Certificate of Submission	Appendix A

## **APPENDIX D**

### **Statement of Work**

#### **General**

The Proponent will provide all security staff, in accordance with the requirements outlined herein, to manage the day-to-day security needs of Granville Island including supervision of all staff required to maintain security and to work with authorized CMHC personnel to resolve any security issues that may arise in the course of the Term of the Agreement.

The Proponent shall:

- Conduct crime prevention and resource protection patrols – either directed or random.
- Liaise with emergency responders (police/fire/ambulance) and stakeholders (CMHC, tenants, members of the public) during emergency incidents, assuming roles to preserve public safety and mitigate risk.
- Compile incident reports, patrol notebook entries and other documentation to a standard acceptable to CMHC.
- Conduct security/safety risk inspections, compiling data with guard tour system acceptable to CMHC.
- Perform (or assist with) alarm system tests, as required.
- Provide exemplary customer service.
- All Proponent's personnel must be able to perform the physical abilities of the job (standing and walking for long periods of time, as well as general physical agility to reduce injuries and enhance public safety performance.
- Ensure that there is a performance management system in place to the satisfaction of CMHC.

#### **1. Onsite Uniformed Security Officers**

Onsite Officers will patrol common areas including surface parking lots, parking garages, park areas, marine docks and pedestrian and vehicle corridors on Granville Island at a frequency necessary to ensure consistent enforcement. Granville Island's largely outdoor 37.6 acres are physically demanding and do require frequent foot and bike patrols, as well as the ability to quickly respond to incidents throughout the Island.

Officers are not expected to patrol leased sites and spaces but they are required to monitor and report if any alarms are activated, Officers may be called by the monitoring company to investigate the situation.

Officers are expected to provide basic first aid for the members of the public 24 hours a day, seven days a week and Occupational First Aid (OFA) level 2 for CMHC staff between the hours of 7:00 am and 7:00 pm 7 days a week. This includes all reporting, paper work, and tracking of first aid supplies inventory for CMHC to order / re-stock.

## **1.1 Security Licenses**

The Proponent will ensure that each individual to be engaged in any kind of security services under any resulting agreement holds a valid security worker license (in accordance with the BC *Security Services Act*) prior to performing any security-related tasks at Granville Island. The Proponent will routinely confirm the validity of licensing on a monthly basis in a manner that is acceptable to CMHC or, in special circumstances, within 48 hours upon request. Further, the Proponent will ensure that its employees carry their valid security workers license while engaged in work and present it on the request of any person to whom holds her/himself out to be a security worker, as required by the *Security Services Act*.

The Proponent bears the sole burden for ensuring the required security licenses are obtained and renewed as specified by the regulating agency for their employees required to perform the Services.

The Proponent will provide proof that all onsite Officers are bonded in accordance with CMHC requirements.

## **1.2 Description of Officer Roles**

Granville Island currently has 68 hours of security coverage for every 24-hour period. There are six (6) onsite Officers: (1) Common Area Officer (Site Supervisor / Shift Supervisor), (2) Public Market Officer, (3) Bike Patrol Officer, (4) Public Market Extra Officer, (5) Extra Overnight Officer, and (6) Seasonal Officer.

During break periods, Officers are required to remain on-site and are subject to a call back to duty in the event of an emergency situation.

CMHC is anticipating seven (7) Officer roles on Granville Island:

- a. Public Market Officer
- b. Common Area Officer
- c. Bike Patrol Officer
- d. Public Market Extra Officer
- e. Extra Overnight Officer (Common Area)
- f. Seasonal Officer
- g. Temporary Officer



a. Public Market Officer

The Public Market Officer will provide regular foot patrol in:

1. The Public Market, including 51 permanent commercial / retail outlets within a 41,939 ft<sup>2</sup> converted industrial building and is monitored by one Officer that patrols 24 hours a day. Hours of Operation are from 7:00 am to 7:00 pm, 7 days a week. Between 7:00 pm and 7:00 am, an Officer will be responsible to monitor the designated after-hours access door to ensure anyone seeking entry is authorized and is properly recorded entering and exiting the building.
2. The Net Loft, including 24 permanent commercial/retail outlets within a 23,577 ft<sup>2</sup> converted industrial building and is currently monitored by a Officer periodically throughout the day and night. Hours of Operation are from 8:00 am to 7:00 pm, 7 days a week. Generally the Net Loft does not allow for entry after hours, there is the occasional exception for programming that may require an additional Temporary Officer.

Regardless of whether the Public Market and Net Loft are open to the public or not (ex. December 25, 26 and January 1), the security and patrolling of the buildings will remain the same year around. Both The Net Loft and The Public Market are required to be patrolled 365 days a year.

b. Common Area Officer

Through high profile patrols, at frequent intervals, the Common Area Officer will maintain the integrity of the common areas by:

1. Securing buildings from unauthorized entry, fire, and vandalism
2. Ensuring the safety of pedestrian activity during evening use of restaurants, theatres, etc.,
3. Guarding against unauthorized presence such as panhandlers, commercial and non-commercial enterprises, (including docks), persons sleeping on Granville Island, or generally causing disturbances and trespass

Within this role a Site Supervisor (“A” Officer) is required 7 days a week between the hours of 7:00 am – 7:00 pm.

c. Bike Patrol Officer

The Bike Patrol Officer is required to provide patrolling services on a bicycle through the parkade, parking lots, and other outdoor areas during an 8 hour pre-determined period, 7 days per week.

d. Public Market Extra Officer

An Officer will be required on a part-time basis between 6:30 pm – 10:30 pm to assist the Public Market Officer with closing procedures 7 days per week; excluding December 25, 26 and January 1.

e. Extra Overnight Officer (Common Area)

An extra overnight Officer, providing similar services as the Common Area Officer, will patrol the island 7 days a week.

f. Seasonal Officer

With the seasonal nature of Granville Island, an additional Officer may be required annually on a seasonal basis from May 1 to September 30.

g. Temporary Officer

With the multipurpose nature of Granville Island, additional Officer(s) may be required on a temporary as requested basis. Typically, at least forty-eight hours notice will be given for increases in short term requirements for these special reasons and events. The capability to provide twenty-four hours notice in the event of increases for Temporary Officer requirements is considered desirable.

Shift Supervisor

- Principle key holder for providing 24/7 access control to multiple Island locations
- Principle contact/carrier of Security site mobile phone: respond to all incoming phone calls and delegate tasks to the Security Officer team as needed.
- Oversee and coordinate duties of 2-3 Officers per shift, including the Public Market Officer, Bike Patrol Officer, Seasonal Officer and/or the Temporary Officer, and provide training to Officers for said positions as needed
- Coordinate/request/brief Parking Ambassadors, as needed, for traffic control during any Security related issues/incidents
- Respond to all Emergency incidents (Police/Fire/Ambulance) and coordinate (as needed) all involved personnel.

Backup Staff

The Proponent is responsible for providing fully trained temporary security Officers in the event of staff absences for any reason. In the event of unscheduled staff absences, replacement staff shall be provided within two (2) hours. Any gaps in staffing should be filled by onsite staff until relief staff arrives with no overtime costs passed on to CMHC. The Proponent must demonstrate the procedures that will be in place to provide such qualified backup staff. All agreed to additional guard services, requested and approved by CMHC, will be billed to CMHC in accordance with the invoicing instructions and approved rates herein.

## 2. Reporting

### A. Daily Activity/Incident Reporting

To adequately identify, assess and analyze safety/security risks, trends and threats, it is vital that all activities conducted by the Proponent are documented and made available to CMHC upon request. The Proponent will supply an Incident Reporting System that will satisfy the requirements of CMHC-Granville Island.

Example of events that require reporting include:

- Daily activities (patrols, specific assignments)
- Response to service calls (suspicious/undesirable activity, minor infrastructure issues, lost children, lost & found)
- Criminal activity
- Alarm response (fire, intrusion, other)
- First aid response (as initial responder and subsequent actions)
- Emergencies (flood, fire, windstorm)
- Follow up investigations (to any of the above)

To ensure accuracy of above reports when generated, the Site Supervisor is to review and approve security Incident Reports before they are provided to CMHC.

The Incident Reports will be collated on monthly basis and a statistical summary – with any recommendations – will be submitted to the CMHC designate no later than the 10<sup>th</sup> day of the following month (e.g. – January Monthly Report will be submitted no later than February 10<sup>th</sup>.)

### B. Weekly Reporting

To ensure best communication practises and reporting procedures, a documented operations meeting will take place weekly at an established time. A Proponent's designate will meet with CMHC for the *Weekly Reporting Meeting*, the following topics will form the agenda:

- Standing Items i.e. Significant incidents and resulting remedial actions, First Aid Stats, OHS stats
- Weekly Tasks
- Projects – Upcoming
- Projects – Underway
- Internal Events Upcoming
- External Events Upcoming
- Staff Training Scheduled
- Tenant Seminars Scheduled

- External Agency Meetings
  - Community Updates
  - Items affecting the property
- Previous Business
  - Response to Action Items
- New Business
  - Action Item Assignment

### *C. Quarterly Reporting*

Documented Quarterly Meetings will take place with the CMHC designate, the Common Area Officer Site Supervisor and the Proponent's designate (Account Manager). The agenda will include:

- Review/discussion of monthly reports
- Invoicing issues
- Quality assurance checks
- KPI Report results
- Prescribed remedial initiatives

### *D. Annual Reporting*

Documented Annual Meetings will be conducted with the Proponent's designate (Account Manager), the CMHC designate and Common Area Officer Site Supervisor in order to review and discuss KPI report and annual security reporting. This meeting will be used not only to determine the efficacy of the security program for the preceding year and to determine strategy for the upcoming year. Further, annual Quality Assurance Check results performed by the Proponent will be discussed along with prescribed remedial initiatives.

## **3. Training**

The Proponent is responsible to provide pre-deployment, site orientation and on-the-job training and any training materials for all Officers (full-time, part-time, temporary and or back-up/replacement).

There is to be no charge to CMHC for the on-the-job training/site orientation of new Officers.

### *A. Pre-deployment Training*

In addition to successful completion of provincially-mandated *Basic Standards Training* (BST), all Officers assigned to Granville Island will have the following training prior to deployment:

1. First Aid Level 1 certification, at minimum, for all Officers, including AED and the proper handling/disposal of needles.
2. First Aid Level 2 certification for the Supervisory team, including AED and the proper handling/disposal of needles.
3. Diversity (Cross Cultural Awareness) Training for all Officers and Supervisors. This training will include cultural identifiers, barriers to effective communication and identifying/managing racist behaviour, at minimum.
4. WHMIS training

Security Guards who do not possess a valid and current CPR, AED and First Aid certification are not considered qualified to perform the Services under the resulting Agreement . Security Guards must become re-certified prior to the expiration of the First Aid, CPR, or AED certification. The Proponent is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all Security Guards assigned to perform the Services under the resulting Agreement while still maintaining full coverage with qualified staff. All replacement security guards shall meet the CPR/AED/First Aid Training requirement specified above.

#### *B. Site Orientation Training*

The Proponent will provide details of the site orientation training as a minimum standard for deployment.

Any Officer that is regularly scheduled, defined as re-occurring shifts, to work on Granville Island will receive forty (40) hours of site orientation training at no cost to CMHC. Specialized positions may be altered to suit the specific needs of the training involved (e.g., Bike Patrol Officer and Shift Supervisors would require more training, while a Seasonal Officer and Public Market Extra Officer may require less. Actual training duration for specialized positions will be discussed and agreed upon between CMHC and the successful Proponent)

The site orientation training will include, but not limited to, the following:

- Patrol procedures
- Lockup & unlock procedures
- Reporting procedures
- Building(s) layout, key tenants, entrances, & exits
- Alarm panels & intercom systems
- Isolation valve locations (sprinkler rooms)
- Mechanical room locations and equipment
- Other rooms of note (telephone rack & cable rooms)
- Elevating/escalating devices & machine rooms
- Emergency procedures
- Emergency equipment, location & operation

- Key control procedures
- CMHC Policies & Procedures, including CMHC Code of Conduct
- All Other Topics Covered in the Standing Orders

The designated site-trainer will use a training checklist as a guide to ensure all necessary areas are covered with the trainee. The trainer will have the trainee sign-off on every line item once the employee is comfortable with what they have been shown. The trainer will then review each subject with the trainee and will sign off on the line item when the acceptable knowledge level has been demonstrated.

It is anticipated that a Training Completion Quiz will be implemented for new Officers. Officers that do not score at least 80% would be subject to remedial training. The results of the quiz – and resultant remediation, if any – will be documented and provided to CMHC if requested.

The remaining hours of training will be spent with an experienced Officer on the specific shift that the new employee is expected to work. During this period, the trainee will learn the specifics of the shift, such as lockup/unlock and patrol requirements.

Note: Within **two** (2) weeks of completion of site orientation training, **all** new Officers will be required to complete a *New Workers Orientation Checklist*, as per WorkSafe BC requirements.

### *C. On Going Training*

In order for the assigned Officers to maintain optimal performance, ongoing training will be required during the course of the Officer's tenure at Granville Island. The following training will be completed with each of the Proponent's personnel assigned to Granville Island within four months of deployment:

- Customer Service Training
- Mental Health Awareness Training
- Conflict Resolution
- Use of Naloxone
- Emergency Response Training (On going through predetermined drills)
- Notetaking and Report Writing Refresher

Details should be provided to CMHC regarding any ongoing training routinely provided to Officers and any additional training provided to the Site Supervisor.

## **4. Uniforms**

Officers must wear professional appearing uniforms at all times while engaged in the performance of the services; clearly identifying their purpose on Granville Island. All uniforms will be provided by and at the sole expense of the Proponent.

The prescribed uniform will be of the Proponent's regular design and colour subject to the approval of CMHC. Pictures of the uniform must be submitted as part of the Proponent's proposal. Uniforms are to be kept in an acceptable condition. Officers may not enter on duty unless they are wearing a complete uniform and judged to be neat and tidy in appearance.

Each of the Proponent's personnel assigned to Granville Island must be provided with a minimum of:

- 2 pairs of pants
- 3 uniform shirts
- A jacket appropriate for the season

Failure by the Proponent to provide acceptable uniforms may be considered grounds for an Officer's removal from CMHC premises.

## **5. Equipment, Supplies, and Workspace**

CMHC will provide a shared workspace, currently located at 1592 Johnston Street on Granville Island, equipped with a phone line, washroom, and locker room. The Vancouver Police Department (VPD) may occasionally visit and potentially share this space.

CMHC will also provide 2 way radio communication devices.

All equipment supplied by CMHC for use by the Proponent shall remain the property of CMHC. Upon the termination or expiry of the resulting Agreement, or as otherwise requested by CMHC, the Proponent shall render an accounting of all property which came into its possession from CMHC under the resulting Agreement.

The Proponent, at their sole cost, will provide and maintain a mobile phone, inclusive of all service fees and charges for the Site Supervisor or Shift Supervisor while on shift. CMHC will coordinate transferring the number (604-315-3003) to the Proponent. The mobile device will be used as the Granville Island Security contact number for all incidents and security inquiries.

The Proponent, at their sole cost (including initial setup and ongoing), will provide and maintain a computer, access to the internet, and a printer.

The Proponent, at their sole cost will supply and maintain bicycles in enough quantity to always have availability for all patrols requiring use. Details of any other modes of transportation to be used by the proponent's staff should be detailed in the proposal and will be the responsibility of the proponent to supply and maintain.

**Note: It is the responsibility of the Proponent to ensure that their provided equipment and supplies are maintained at all times: This will be subject to KPI review.**

Property supplied by CMHC to the Proponent under the resulting Agreement, is for official business purposes only, and shall remain the property of CMHC. Any misuse or abuse of equipment or property shall be rectified by the Proponent.

The workspace is not intended to be utilized for any activity other than completing reports, or breaks as it is the intent of CMHC that the Officers on duty will be constantly patrolling the site as appropriate.

The Proponent is responsible for furnishing any supplies necessary for office and field work and is responsible for its repair, maintenance and replacement.

## **6. Personnel and Human Resources**

In the selection of Officers for the resulting Agreement, CMHC expects the Proponent to make a determined effort to ensure that women and minority groups be considered and receive a share of assignment opportunities consistent with selection criteria. The Proponent will detail the hiring criteria, interview process and background investigation completed in the selection of Officers.

The Proponent will be responsible for the supervision of onsite staff, assuring employee compliance with laws and regulations, respond to inspections/audits by regulatory agencies, and pay any fines or assessments levied by regulatory agencies. The Proponent will be responsible for all scheduling, supervision, disciplinary and termination actions.

The Proponent will not schedule staff to work more than 12 consecutive hours and will provide a minimum 12 hours off between shifts. Federal and Provincial labour codes are applicable.

The Proponent is responsible for all employment related record keeping, which upon requested, will be made available to CMHC.

CMHC will give at least fifteen (15) days written notice to the Proponent of increases to regularly scheduled long term Officer requirements and at least forty-eight (48) hours notice for increases to temporary Officer requirements when able. On occasion requests may require additional resources with little or no notices due to unforeseen circumstances.

Proponents must demonstrate their capability to respond to both long term and short term changes in staff complement. CMHC will give at least forty-eight hours notice for decreases in requirements, whether temporary or permanent.



CMHC reserves the right to:

1. Increase or decrease the number of hours or timing of requirements
2. Alter the Officer categories
3. Add service at new locations
4. Terminate service at any location
5. Modify CMHC supplied forms, equipment, procedures and instructions
6. Request dismissal of Officers acting in a manner that is unacceptable to CMHC, specifically department, appearance and performance, with no advance notification required
7. Deduct payment from the Proponent for incidents that arise from inappropriate attendance, appearance, performance, insufficient training, failure to provide back-up support and the supply of unqualified Officers.

### *Assigned Officers*

The Proponent agrees to provide only properly credentialed, licensed and certified security personnel. CMHC reserves the right to approve all Officers assigned to the property.

The assigned Officers must demonstrate the necessary knowledge, skills and abilities to perform the duties and responsibilities of the position at the CMHC property.

Security personnel provided by the Proponent must be trained and competent to provide the performance and behaviour prerequisites required by the duties at Granville Island.

### *Site Supervisor*

The Site Supervisor will provide a crucial interface between CMHC staff and the Proponent, it is imperative that the Proponent provide a Site Supervisor with the necessary experience and skills (defined below). CMHC also reserves the right to be involved in the selection process for this position.

The individual must possess the following:

- a. Experience-** A minimum of two years related experience in a Supervisory role within Security Services industry, with exemplary job performance skills, or equivalent leadership experience in a related industry;
- b. Skills -**Demonstrated leadership and interpersonal skills including professionalism, courtesy, flexibility, tact, and diplomacy. Must have a good sense of judgment, integrity and ability to maintain confidentiality.

Demonstrated ability to train others based on operating procedures. Manage and lead personnel in a team-oriented environment with a sound knowledge of access control functions, basic investigative techniques, physical security, disaster preparedness, etc. Excellent analytical skills, excellent oral and written communication skills in both official languages, and effective listening skills. Demonstrated skills and abilities in providing a consistently high level of customer service. Ability to advise and support Security staff in situations where they are dealing with difficult, unpredictable persons and situations. Strong work ethic, sense of responsibility, ownership and the ability to motivate staff. Demonstrated proficiency with software applications including Microsoft Word, Excel, and PowerPoint. Demonstrated ability to work with senior leadership in the provision of safety and security services.

## **7. Standard Operating Procedures (SOP) /Post Orders**

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

The Standing Operating Procedures (SOP) should contain the following, at minimum, with *examples* in parentheses:

- Alarms (Types, responses and operation)
- Arrest (Authority, Charter issues)
- Bomb Threats (General and security protocols)
- Briefing (Shift and pass-ons)
- Building Access (access to secure areas, restrictions, schedules, key control)
- Communication Procedures (Proper radio protocols, radio assignments)
- Emergencies (Response procedures to various – power outage, closures, flood, snow, etc. - contact procedures, checklists)
- Personal Safety (Safewalks, handling disturbed persons, harassment, lost children, biohazard, inclement weather, etc.)
- Lost & Found Procedures
- Medical Situations (Occupational First Aid (OFA) response, equipment locations)
- Noise Complaints
- Reporting Procedures
- Security Patrols (Specific procedures, Officer safety)
- Uniforms (Standards, department)
- General Policies/Procedures (Equipment sign out, office equipment, confidentiality)
- Non-Security Resources (Service requests, property maps)
- Supervisors/Management (Duties, requests for additional officers, security alerts)

- Common Criminal Code/Provincial Regulations

The SOPs must be reviewed and acknowledged by the Security staff as part of the site orientation training.

Proponents will review all above referenced document(s) as a whole - at minimum - on an semi-annual basis.

## 8. Key Performance Indicators

Key performance indicators (KPIs) will be developed with the successful proponent in order to determine a set of quantifiable measurements used to gauge the Proponent’s overall performance. KPIs specifically help determine a Proponent’s strategic, financial, and operational achievements.

KPI Category	Description
Scheduling	Ensure all shifts are covered. Any discrepancies are tracked and reported to CMHC designate.
Professional appearance & deportment	All staff to be well groomed and professional in appearance including personal hygiene. Uniforms to be clean and good repair. No unauthorized equipment/clothing to be worn.
Training & licensing	Review of Officers training materials to ensure updated and complete. Review expiry dates of licenses and scheduled training courses.
Performance evaluations	Review on evaluations completed that month by supervisory team. Ensure all completed and reviewed individually with employee and signed off on.
SOPs/Post orders	Review to ensure new policies/procedures are updated and signed off on by new employees
Customer service	Schedule tenant visits or distribute tenant questionnaires and review feedback.
Patrolling	Review Officer tour devices weekly to ensure effective patrolling
Proponent resource support	Track weekly interactions and regular visits. Review outstanding issue or concerns
Complaints/compliments	Track and follow-up on any customer comments and concerns in a timely manner.
Quality Assurance Checks	After regular hour visits by mobile and/or supervisory personnel.

Although the KPIs will be developed in conjunction with the Proponent, the following are *examples* of categories to which metrics can be applied:

### **Pre-performance Meeting**

Immediately following the execution of an agreement and prior to the Proponent's performance of Services at the work site, the Proponent shall schedule a pre-performance meeting that includes the presentation of the Proponent's operational plan and discuss any issues, an in-depth review of the total requirements, and a review of the Proponent's Transition Plan. The Proponent will not assume services until CMHC has approved the timeline and transition plan.

### **9. Tenant Training**

CMHC may call upon the Proponent to deliver topical seminars to Granville Island tenants.

Using the Proponent's expertise in the security field, examples of training could include topics such as Robbery Prevention, Shoplifting Prevention, Fraud and Personal Safety.

## **APPENDIX E**

### **Code of Conduct for Contractors**

The selected proponent(s) shall, at all times, be responsible for its resources following this Code of Conduct for Contractors, as amended from time to time, if and when on-site at Granville Island for the performance of services.

#### **Code of Conduct for Contractors**

All Contractors and their employees working on-site at Granville Island must follow this Code of Conduct for Contractors.

The following behaviours are unacceptable when on-site at Granville Island for the performance of services:

- Smoking
- Theft
- Willful damage
- Engaging in disorderly conduct
- Failure to perform assigned work, to follow CMHC staff instructions, or any act of insubordination
- Failure to follow all parking and traffic guidelines and rules
- Acceptance or solicitations of any tips or gratuities of any kind
- Unauthorized statements of opinion to the media
- Possession of a dangerous and/or prohibited weapon
- Failure to wear proper uniform, including identification if required
- Use, possession of, or being under the influence of alcohol, narcotics, or any intoxicating substance during work
- Disrespectful of or being rude to CMHC staff, tenants and/or members of the public
- Behaviours that undermine CMHC's corporate culture and values
- Knowingly ignoring or violating safety rules or practices
- Knowingly ignoring or violating any laws, including but not limited to , criminal, environmental, and other by-laws
- Knowingly ignoring CMHC staff, tenants' and/or members of the public safety
- Harassment, discrimination, or bullying of CMHC staff, tenants and/or members of the public
- Failing to properly dispose of garbage, recycling and other waste

CMHC has the sole discretion to determine if a Contractor's Resources are compliant with this Code of Conduct for Contractors. Failure to comply with the above may result in disciplinary action or contract termination.