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**REQUEST FOR PROPOSAL (RFP)**  
**For**  
**Landscaping Services for Granville Island**

Request for Proposal (RFP) No.: **002541**  
Issued: **January 15, 2024**  
Submission Deadline: **February 15, 2024, at 12:00 p.m. (noon) Pacific time**  
Address Inquiries to RFP Contact: **Sara Brady, Senior Procurement Officer**  
Email: [sbrady@cmhc-schl.gc.ca](mailto:sbrady@cmhc-schl.gc.ca)

**Canada**



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## **PART 1 – SUBMISSION INSTRUCTIONS**

### **1.1 OBJECTIVE OF THIS RFP**

Canada Mortgage and Housing Corporation (“CMHC”) is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Housing and Diversity and Inclusion,

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

The administration, management, and control of the revitalization of Granville Island was transferred to CMHC by Order-in-council in 1972. Granville Island in Vancouver is designed to attract local residents and visitors to meet, explore, and experience a variety of cultural, recreational, educational, commercial, and industrial activities, all year round. It is recognized as one of the most successful waterfront developments in North America. Granville Island is comprised of 15.2 hectares (37.6 acres) of land area and 2.1 hectares (5.3 acres) of tidal water area and represents a major public land holding in close proximity to downtown Vancouver. Situated in False Creek between the Burrard and Granville Bridges, it is adjacent to the marinas and aquatic activities of both False Creek and English Bay. Granville Island is currently home to approximately 275 businesses and facilities. With this RFP CMHC is seeking prospective proponents to submit proposals for Landscaping Services for Granville Island as further described in the RFP Specifications (Appendix C).

It is CMHC’s intention to enter into an agreement on a non-exclusive basis with the successful proponent. The term of the agreement resulting from this RFP is to be for a period of five (5) years. The anticipated value of the service is estimated to be up to \$2,500,000.00 including taxes for the five-year term.

### **1.2 RFP CONTACT**

For the purposes of this procurement process, the “RFP Contact” will be:

**Sara Brady, Senior Procurement Officer**

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

Proponents and their representatives are not permitted to contact any employees, officers, agents, appointed officials, or other representatives of CMHC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

### **1.3 TYPE OF CONTRACT FOR DELIVERABLES**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with CMHC for the provision of the scope of work and deliverables (collectively the “Deliverables”). The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for the agreement between CMHC and the selected proponent.

## 1.4 RFP PROCESS TIMETABLE

Issue Date of RFP	January 15, 2024
Mandatory Site Visit	February 1, 2024, at 10:00 a.m. Pacific time
Deadline for Questions	February 6, 2024, at 12:00 p.m. (noon) Pacific time
Deadline for Issuing Addendum	February 9, 2024
Submission Deadline of proposals	February 15, 2024, at 12:00 p.m. (noon) Pacific time
Evaluation Deadline	February 29, 2024
Anticipated Contract Negotiation Period	Twelve (12) calendar days
Anticipated Execution of Agreement	before March 31, 2024

The RFP timetable is tentative only and may be changed by CMHC at any time. Changes will be communicated in accordance with Section 3.2.2.

The proponent **MUST** visit the site and examine the scope of the work required and the existing conditions. Arrangements have been made for a **mandatory** tour of the work site. Depending on the number of attendees, the site visit meeting may be divided into several sessions. The site visit will be held on **February 1, 2024, at 10:00 a.m. (PDT)**. The site is located at **1661 Duranleau St, 2nd Floor Vancouver, BC**. A maximum of two (2) representatives from each firm will be allowed to attend. The proponent who, for any reason, cannot attend at the specified date and time, **will not be given an alternative appointment** to view the site. Proponents are asked to meet at **1661 Duranleau St, 2nd Floor Vancouver, BC** for an introduction to the project, and an escorted site walk, all questions are to be submitted in writing after the site walk and will not be answered during the site walk. Tenderers can submit written questions after their site visit which will be responded to as per Section 3.2.2.

## 1.5 SUBMISSION OF PROPOSALS

### 1.5.1 PROCUREMENT BUSINESS NUMBER

CMHC utilizes the Supplier Registration Information (“SRI”) database maintained by Public Services and Procurement Canada (“PSPC”) as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business Number (“PBN”) provided by this registration must be included with the proponent’s proposal. If proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

### 1.5.2 PROPOSALS TO BE SUBMITTED AT THE PRESCRIBED LOCATION IN PRESCRIBED MANNER

Proposal submissions must be emailed to CMHC’s electronic bid submission system (“EBID”) to the address indicated below:

Email Address: [EBID@cmhc-schl.gc.ca](mailto:EBID@cmhc-schl.gc.ca) (“Submission Location”)

**The email subject line must read: Landscaping Services for Granville Island 002541. You must include the number 002541 in the subject line to ensure that your bid will be received.**

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

Please be advised that EBID has a size limitation of 10 MB. Proponents may submit their proposal in multiple smaller files indicating the number of emails submitted (for example: email 1/3, 2/3, 3/3) in the body of the email. Individual files are to be submitted in Microsoft Word, Excel, or pdf format.

**Note:** Rich Text formatted or compressed (zipped) documents cannot be opened by CMHC.

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 RFP Contact should they not receive said confirmation within thirty (30) minutes of their submission.

### **1.5.3 PROPOSALS TO BE SUBMITTED ON TIME**

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: February 15, 2024, at **12:00 p.m. (noon) Pacific time** (“Submission Deadline”)

Proposals submitted after the Submission Deadline will be rejected. CMHC does not accept any responsibility for proposals delivered to any other location or by any other means by the proponent. Proponents are advised to make submissions well before the Submission Deadline. Proponents making submissions near this deadline do so at their own risk. Proponents will be deemed to be received when they enter into CMHC’s systems and CMHC accepts no responsibility for proposals sent prior to this deadline that fail to enter into CMHC’s systems by the Submission Deadline. For the purposes of this section, the time of delivery is deemed to be the time recorded by CMHC’s systems.

### **1.5.4 AMENDMENT OF PROPOSALS**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by email prominently marked with the RFP title and number and the full legal name and return address of the proponent to the email address set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. CMHC will assess the proposal “as is” and CMHC will not correct or accept any responsibility for errors submitted by the proponent.

### **1.5.5 WITHDRAWAL OF PROPOSALS**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. CMHC is under no obligation to return withdrawn proposals.

End of Part 1

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 STAGES OF EVALUATION AND NEGOTIATION**

CMHC will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements due at time of submitting the proposal, such as licences or certificates, and detailed in the RFP Specifications (Appendix C). Should a proponent not include a submission requirement with its proposal, the proponent will be notified by CMHC and will have forty-eight (48) hours from the time of notification to meet this requirement. Only proponents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A.

#### **2.1.2 STAGE II – EVALUATION**

Stage II will consist of the following two (2) sub-stages:

##### **SUB-STAGE 1: MANDATORY TECHNICAL REQUIREMENTS**

CMHC will review the proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in the RFP Specifications (Appendix C), have been met. The mandatory technical requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. Questions or queries on the part of CMHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 of Part 3. Only proponents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

##### **SUB-STAGE 2: RATED CRITERIA**

CMHC will evaluate each qualified proposal on the basis of the rated criteria as set out in the RFP Specifications (Appendix C).

#### **2.1.3 STAGE III – PRICING**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix B).

### **2.2 RANKING AND CONTRACT NEGOTIATIONS**

#### **2.2.1 SCORING BY THE EVALUATION TEAM**

The following scoring matrix has been developed to assist the Evaluation Team in the scoring process of the rated criteria detailed in Appendix C.

<b>Score</b>	<b>Evaluation Conclusion</b>	<b>Description</b>
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 proponent's ability to satisfy 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 to the proponent's ability to satisfy 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 proponent’s ability to satisfy 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 proponent’s ability to satisfy 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 proponent’s ability to satisfy 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 proponent’s ability to satisfy the requirement.	Unsatisfactory
0	<u>Little or no</u> information provided to assess the proponent’s ability to meet the criteria.	No Response

Partial scores (for example 1.5, 2.5, 3.5 and so on) may be assigned. Individual proponent scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing, which will be evaluated as described in Appendix B – Pricing Form.

**2.2.2 RANKING OF PROPONENTS**

After the completion of Stage III, all scores from Stage II (B) and Stage III will be added together, and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with CMHC. In the event of a tie, the successful proponent will be the proponent selected by way of negotiations, requiring proponents to answer additional questions, provide supplementary information or make additional presentations such that CMHC may revisit and re-evaluate the proponent’s proposal or ranking on the basis of any such information in an effort to select a top-ranked proponent.

**2.2.3 CONTRACT NEGOTIATION PROCESS**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (Part 3). The negotiation process will not constitute a legally binding offer to enter into a contract on the part of CMHC or the proponent and there will be no legally binding relationship created with any proponent prior to the execution by both CMHC and the proponent of a written agreement. The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for commencing negotiations between CMHC and the selected proponent. As a part of the negotiation process, CMHC may request supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and CMHC may include requests for improved pricing or performance terms from the proponent.

**2.2.4 TIME PERIOD FOR NEGOTIATIONS**

CMHC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, in accordance with the timeframe outlined under Section 1.4 of this RFP. A proponent invited to enter into direct contract negotiations should therefore be prepared to: (i) satisfy



the pre-conditions of award listed in the RFP Specifications (Appendix C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

#### **2.2.5 FAILURE TO ENTER INTO AGREEMENT**

If the pre-conditions of award listed in the RFP Specifications (Appendix C) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the contemplated Contract Negotiation Period, pursuant to 1.4 of this RFP, then CMHC may discontinue negotiations with the top-ranked proponent and invite the next-best-ranked proponent to enter into negotiations. This process will continue until: (i) an agreement is finalized, (ii) there are no more proponents remaining that are eligible for negotiations or (iii) CMHC elects to cancel the RFP process.

#### **2.2.6 NOTIFICATION OF NEGOTIATION STATUS**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 GENERAL INFORMATION AND INSTRUCTIONS**

#### **3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 PROPOSALS IN ENGLISH OR FRENCH**

Proposals may be submitted in English or French.

#### **3.1.3 NO INCORPORATION BY REFERENCE**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 REFERENCES AND PAST PERFORMANCE**

In the evaluation process, CMHC may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with CMHC or other institutions.

#### **3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE**

CMHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 PROPOSAL TO BE RETAINED BY CMHC**

All proposals and related materials provided by the proponent shall, as of the Submission Deadline, become the sole property of CMHC and will not be returned to the proponent.

#### **3.1.8 TRADE AGREEMENTS**

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

#### **3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT**

CMHC makes no guarantee of the value or volume of Deliverables to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. In its sole discretion, CMHC may contract with others for goods and services that are the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 COMMUNICATION AFTER ISSUANCE OF RFP**

### **3.2.1 PROPONENTS TO REVIEW RFP**

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions, pursuant to Section 1.4 of this RFP. No such communications are to be directed to anyone other than the RFP Contact. CMHC is under no obligation to provide additional information, and CMHC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CMHC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA**

This RFP may be amended only by an addendum in accordance with this section. If CMHC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 POST-DEADLINE ADDENDA AND EXTENSION OF SUBMISSION DEADLINE**

If CMHC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CMHC may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 VERIFY, CLARIFY AND SUPPLEMENT**

When evaluating proposals, CMHC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Specifications (Appendix C). CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information.

## **3.3 NOTIFICATION AND DEBRIEFING**

### **3.3.1 NOTIFICATION TO OTHER PROPONENTS**

Once an agreement is executed by CMHC and a proponent, the other proponents will be notified of the outcome of the procurement process.

### **3.3.2 DEBRIEFING**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. The debriefing will be provided in writing.

### **3.3.3 PROCUREMENT PROTEST PROCEDURE**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the applicable trade agreement. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

## **3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

### **3.4.1 CONFLICT OF INTEREST**

CMHC may disqualify a proponent for any conduct, situation or circumstances, determined by CMHC, in its sole and absolute discretion, to constitute a "Conflict of Interest", as defined in the Submission Form (Appendix A).

### **3.4.2 DISQUALIFICATION FOR PROHIBITED CONDUCT**

CMHC may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if CMHC determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.3 PROHIBITED PROPONENT COMMUNICATIONS**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix A).

### **3.4.4 PROPONENT NOT TO COMMUNICATE WITH MEDIA**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.5 NO LOBBYING**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.6 ILLEGAL OR UNETHICAL CONDUCT**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other representatives of CMHC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

### **3.4.7 PAST PERFORMANCE OR PAST CONDUCT**

CMHC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process with CMHC or any other organization, including but not limited to the following:

- (1) illegal or unethical conduct as described above;
- (2) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (3) any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 CONFIDENTIAL INFORMATION**

### **3.5.1 CONFIDENTIAL INFORMATION OF CMHC**

All information provided by or obtained from CMHC in any form in connection with this RFP either before or after the issuance of this RFP:

is the sole property of CMHC and must be treated as confidential;

is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;

must not be disclosed to third parties without prior written authorization from the RFP Contact; and must be returned by the proponent to CMHC immediately upon the request of CMHC.

### **3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CMHC. The confidentiality of such information will be maintained by CMHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that as a Crown Corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation. Proponents are also advised that their proposals may, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **3.6 PROCUREMENT PROCESS NON-BINDING**

### **3.6.1 NO CONTRACT A AND NO CLAIMS**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (1) this RFP will not give rise to any Contract A-based concept or any other similar legal concepts or principles that may be applicable to the procurement process; and
- (2) neither the proponent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of proponents, a decision to reject a proposal or disqualify a proponent, or a decision of the proponent to withdraw its proposal.

**Notwithstanding the foregoing or anything to the contrary herein, CMHC's total liability to proponents for any cause of action arising out of or in relation to this RFP process, giving rise to liability, whether in contract or in tort, shall be limited to the reasonable costs incurred by proponents in preparing its proposal for matters relating to this RFP process. In no event, whether in contract or in tort shall CMHC be liable for any indirect, consequential, exemplary, punitive, incidental, or special damages or lost profits, even if CMHC has been advised of the possibility of such damages in advance.**

### **3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or services will be created between the proponent and CMHC through this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 NON-BINDING PRICE ESTIMATES**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely affect the evaluation or ranking or the decision of CMHC to enter into an agreement with the proponent for the Deliverables.

### **3.6.4 CANCELLATION**

CMHC may cancel or amend the RFP process without liability at any time.

### **3.7 GOVERNING LAW AND INTERPRETATION**

These Terms and Conditions of the RFP Process:

- (1) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- (2) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (3) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

**APPENDIX A – SUBMISSION FORM**

Each proposal must include a Submission Form completed and signed by an authorized representative of the proponent.

**1. PROPONENT INFORMATION**

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Procurement Business Number (PBN):	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

**2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any goods or services will be created between CMHC and the proponent unless and until CMHC and the proponent execute a written agreement for the Deliverables.

**3. ABILITY TO PROVIDE DELIVERABLES**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of this RFP.

#### **4. NON-BINDING PRICING**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix B). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with CMHC.

#### **5. ADDENDA**

The proponent is deemed to have read and taken into account all addenda issued by CMHC prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

#### **6. NO PROHIBITED CONDUCT**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### **7. CONFLICT OF INTEREST**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (1) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (2) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section 7 (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1) participated in the preparation of the proposal; **AND** (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFP.

If the box below is left blank, the proponent will be deemed to declare that (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.



If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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## 8. DISCLOSURE OF INFORMATION

The proponent warrants that neither the proponent nor one or more of the proponent's directors, officers or employees have been convicted or sanctioned for an offence involving bribery, corruption or workplace safety at any time. If such convictions exist, the details of such convictions or sanctions are to be disclosed in the proponent's proposal.

It is understood that CMHC will have the sole discretion to determine whether such convictions are grounds for removing the proponent from further consideration in the RFP process or requiring that the proponent exclude certain employees from involvement in the provision of goods and/or services contemplated herein.

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CMHC to the advisers retained by CMHC to advise or assist with the RFP process, including with respect to the evaluation this proposal.

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## **APPENDIX B – PRICING FORM**

### **1. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM**

Proponents must follow the instructions in the Instructions Tab of the Excel file APPENDIX B PRICING FORM included with this RFP.

### **2. EVALUATION OF PRICING**

Pricing is worth 25 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{Lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

To arrive at the Proponent's price for evaluation, CMHC will calculate the average monthly price quoted by each Proponent in Tab 1. Monthly Rates for Evaluation of the Excel file APPENDIX B PRICING FORM included with this RFP.

### **3. PRICING FORM**

Proponents must complete the Excel file APPENDIX B PRICING FORM included with this RFP and submit it with their proposals in Excel or pdf format.

## APPENDIX C – RFP SPECIFICATIONS

### 1. BACKGROUND

CMHC requires a successful proponent to provide landscape maintenance services on Granville Island (the “Property”) in Vancouver, British Columbia.

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

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

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

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

## **2. THE DELIVERABLES**

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

### **B . WORK TASKS NOT INCLUDED IN THIS AGREEMENT**

- i) Sweeping and cleaning of any area on the Property, except for soiled areas caused by the successful proponent. The successful proponent shall sweep, and clean up areas soiled because of the successful proponent's work.
- ii) Repairs to the irrigation system.
- iii) Control of rodents and wildlife.
- iv) Repairs to landscape features such as rebuilding or repairing damage to the Property caused by vehicles or people, construction augmentation of existing structures, or other features on the Property; except as outlined herein.
- v) See Appendix E for a map of areas that fall outside of the Work.

### **C . TOOLS AND EQUIPMENT**

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

### **D . DOCUMENTATION**

- i. The successful proponent will maintain a logbook of all completed maintenance operations.
- ii. The logbook must be made available to CMHC for inspection when requested.
- iii. Lack of information in the logbook shall infer non-compliance with the Scope of Work and CMHC shall deduct and not return to the successful proponent 10 percent of the net monthly invoice amount for each month the successful proponent is in non-compliance of this item.

- iv. The successful proponent will submit with each monthly invoice, after each month's work is done, a report stating the dates when maintenance staff were on site, the operations carried out and documentation of any conditions requiring attention beyond the regular Work. Including any charges beyond the agreed Agreement price (i.e., cost of replacement of items not included in the Agreement). Any charges for goods and/or Services outside of the Work must first obtain written approval by the designated representative of CMHC.

#### **E . TRAFFIC CONTROL**

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

#### **F . DELIVERY AND STORAGE OF THE SUCCESSFUL PROPONENT'S MATERIALS**

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

#### **G . LITTER PICKUP, CLEANING OF WORK AREAS, AND DEBRIS DISPOSAL**

- i) The successful proponent is not required to pick up litter from roads, entrances to buildings, decks, patios, non-public utility or storage areas, or other spaces that are not specifically landscaped areas.
- ii) The successful proponent will remove all litter, dead vegetation, and other debris from all landscape areas every week. Those areas include but are not limited to: Planted beds, planters, tree grates and wells, lawns, two ponds, and the False Creek shoreline adjoining Granville Island.
- iii) Litter found in planting beds on the Property can be disposed of in the waste / recycle bins available on site.
- iv) All green waste generated during the successful proponent's operations on the Property must be disposed of offsite in a legally operated transfer station or disposal site. CHMC may request proof of such disposal from time to time to confirm compliance.
- v) All green waste is to be removed from the Property at the end of each day's work.
- vi) For large-scale projects an accommodation may be made by CMHC to allow some materials to be stored on the Property, within the work site only. For example, during lawn renovation, the lawn area would be under construction and cordoned off with safety cones of safety tape and the materials may be left inside the coned and flagged off area.

- vii) For large-scale projects requiring several days to complete the successful proponent must store materials and manage workspaces to limit impact on the visiting public's enjoyment and use of the Property; remove such materials upon completion of the Work.
- viii) As soon as the successful proponent completes any given maintenance operation, the successful proponent shall sweep, blow, and or wash off with water, all affected hard surfaces to a condition that is clean for the visiting public to use.

#### **H . PROTECTION, PRESERVATION, AND THE SUCCESSFUL PROPONENT'S RESPONSIBILITY**

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

- i) Trees, shrubs, lawn areas, annual and perennial plants, climbing vines, aquatics in ponds, and any other plant material.
- ii) Under-ground and above-ground site services including but not limited to gas, water, sanitary sewer, storm sewer, electrical distribution lines, telecommunication lines, solar power, and all other infrastructure on the property.
- iii) Hard landscape features such as curbs, paving, retaining walls, benches, planters, pots, fencing, pergolas or trellises, playgrounds, art or sculpture, and other hard features built as part of the landscape or grounds on the Property.
- iv) Buildings and road infrastructure on the Property.
- v) The irrigation system and water supply from water taps on buildings that are used by the successful proponent.
- vi) Any other feature, fixture, or part of the Property that may be negatively impacted or damaged by the successful proponent's operations.
- vii) If the successful proponent, the successful proponent's employees, the successful proponent's sub-trades, or the successful proponent's damages any of the aforementioned features on the Property, or any other part of the Property during the course of their work operations, the successful proponent will be financially responsible to return the damaged item to a state of repair that is equal to or better than existed before the damage occurred.

#### **I . GOVERNING LAWS AND REGULATIONS**

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

## **J . PROGRESS INSPECTIONS**

The successful proponent will have only Management Staff and not Field Staff undertake the following duties:

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

## **K . BENCHMARK INSPECTIONS**

- i) Inspections of the condition of the landscape are ongoing by CMCH Management on site, however, Benchmark Inspections will be undertaken at least four (4) times per year by CMHC employees or consultants to determine if the successful proponent's adherence to the landscape specifications and the quality of workmanship performed on the property.
- ii) If there are deficiencies found during Benchmark Inspections the successful proponent will be required to repair, remediate, and resolve all deficiencies to the standard of the Agreement specification within 30 calendar days of notice from the CMHC of such deficiencies.
- iii) The successful proponent will be notified in advance of the date and time of a Benchmark Inspection.
- iv) The successful proponent must provide the landscape maintenance logbook for review by the CMHC at the time of each Benchmark Inspection.

## **L . SCHEDULING AND OPERATIONS**

The successful proponent will:

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

## **M . FERTILIZER AND LIME**

- i) All fertilizers are to be formulated as slow release, granular fertilizer, which includes appropriate macro and micronutrients suitable for the growing conditions on the Property.
- ii) Soil tests done as part of this Agreement to be used to by the successful proponent to guide the type of fertilizer and lime to be used and the specific rates to be applied.

- iii) Only slow release, granular dolomite lime is permitted for use on the Property.
- iv) Only apply lime to planted beds if pH adjustment is needed as indicated by soil testing.
- v) Based on soil test recommendations, lime is to be applied to in-earth planting beds in December after all fall leaf clean-up is done.

#### **N . PESTICIDES**

- i) Pesticides, fungicides, miticides, algaecides and other horticultural or agricultural chemicals are not permitted for use unless there is imminent threat of a major infestation or degradation of the landscape plants. If such major infestations occur, the successful proponent will acquire written approval from the CMHC before proceeding with any pesticide application.
- ii) The cost to supply and install pesticides to control severe pest and disease infestations is to be included in the Agreement price.
- iii) Handling, transport, and the application of organic and inorganic pesticides (all classes) shall be done only by personnel holding a valid and current B.C. Pesticide Applicators license.
- iv) Herbicides are not allowed for use on the Property except; with written permission by the CMHC for special problems such as invasive species, i.e., Japanese Knotweed, etc.
- v) The successful proponent will ensure pesticide application warning signs are posted and clearly visible for public safety in the entire area of pesticide application or when using other potentially harmful, hazardous, noxious, toxic, or caustic substances.

#### **O . SOIL TESTING**

The successful proponent will:

- i) Undertake laboratory soil testing once only in the first year, in February, of the Agreement term.
- ii) Take soil samples in February and send those samples to a soil testing laboratory for soil testing as follows:
  - (1) Collect eight separate soil samples, representing all major planted areas.
  - (2) Collect three separate soil samples to be collected from the lawn areas only.
  - (3) Collect three soil samples from heavily populated tree areas to be taken to provide an average of the soil health for trees.
  - (4) The successful proponent will ensure that an adequate volume of soil is collected for each separate soil sample, as per requirements specified by the soil testing laboratory.
- iii) Assure that soil tests include testing for the levels of pH, the soil texture type, the presence of soil salinity, the levels of available macro and micronutrients, available nitrogen, and the Carbon/Nitrogen ratio.
- iv) Request that the soil testing lab include recommendations regarding how to resolve any nutrient deficiencies or excesses and other problems with soil health.
- v) The successful proponent will also submit written recommendations regarding how to resolve any nutrient deficiencies or excesses and other problems with soil health.



- vi) Agree that testing is to be performed by a certified testing facility pre-approved in writing by CMHC.
- vii) Pay for all costs related to collecting soil samples and submitting soil samples for testing as part of this Agreement.

#### **P . WEED CONTROL**

- i) Inspect landscape areas for weed growth during the growing season and remove all weeds within one week of observing weed growth.
- ii) Weed control procedures shall have no detrimental effect on the growth of desired plants.
- iii) Install Hem/Fir bark mulch in planted ground beds to prevent annual weed growth. The cost to supply and install mulch in all in-ground planted beds shall be included in the fixed Monthly Price in the Pricing Proposal. The successful proponent shall mulch all of the of planted beds in-ground, in each year of the Agreement.
- iv) The use of landscape fabric of any type is not permitted.
- v) Do not use any chemical herbicide method of weed control – manual or mechanical weed removal is required.
- vi) Weed removal in cracks in concrete, asphalt, and in between paving stones is required on an ongoing regular basis.
- vii) The use of horticultural vinegar and weed burners is permitted for use in weed control. The successful proponent herein warrants that the successful proponent’s use of horticultural vinegar and weed burners will not damage or negatively impact any hard or soft landscape features on the Property.

#### **Q . IRRIGATION SYSTEM AND WATERING**

- i) Water is provided at no cost to the Proponent for use in maintaining the landscaping - only from sources as directed by CMHC.
- ii) Programming of the automatic irrigation system shall be seasonally adjusted by the proponent, with irrigation system application times to occur during non-business hours as per Metro Vancouver watering regulations.
- iii) A full assessment of the entire irrigation system is to be conducted 2 times per year (during the start up in spring and mid-season in July), filters cleaned, and spray heads adjusted to ensure proper irrigation system operation and spray head coverage. A full document report to be provided outlining any repairs or recommendations for the system
- iv) The proponent will operate the automatic irrigation system to provide optimum soil-water conditions from rainfall plus irrigation system application to attain healthy lawn and plant growth throughout the growing season as dictated by seasonal weather conditions.
- v) Irrigate soils to suppress soil salinity, if present, in areas indicated by soil testing.
- vi) If no automatic irrigation system is installed in any given area, the proponent shall be responsible for providing watering personnel and equipment to properly irrigate such landscaped areas or features using water sources found on the buildings on the Property.
- vii) The proponent will include manual irrigation of planting areas under the Granville Street bridge during winter months when the system is winterized as required to mitigate frost-induced drought.

- viii) Trees may require weekly manual watering during summer months if no automatic irrigation is present as dictated by seasonal weather conditions. Approximately 50 tree watering bags are supplied and installed by CMHC with the proponent responsible for filling the bags.
- ix) Replacement or repair of the irrigation system components is not part of this Agreement.
- x) The proponent will notify CMHC promptly when any damage or malfunction of the irrigation system is observed.
- xi) Available maps of the irrigation systems will be provided to the successful proponent after execution of an Agreement.

## **R . LAWN MAINTENANCE**

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

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

- xiv) Only core aerators may be used for lawn aeration. Slicing or disk-type aerators are not permitted.  
Core-aerate all lawns, twice annually in April and September, and then topdress with coarse angular sand or turf blend soil. Round sand is not permitted for use in topdressing.
- xv) Topdress and overseed all bare spots in lawns once in April and once in September.
- xvi) Summer topdressing may be required in certain lawn areas where damage has occurred.  
Only coarse sand or turf blend soil is permitted for lawn topdressing.
- xvii) Dethatch by power raking lawns once in April, each year, of the Term of the Agreement.
- xviii) Do not excessively dethatch lawns - some thatch is necessary for healthy grass growth.
- xix) Irrigate lawn areas as required to maintain healthy foliage but not excessive enough to force unnecessary growth.
- xx) Moss control in lawns shall be attained by maintaining lawn cutting height above 2.5 inches and by the application of lime. Chemical "moss killer" and other chemical pesticide products used for moss control are not permitted for use. Organic moss control products are permitted.

#### **S . TREE AND SHRUB MAINTENANCE**

- i) Fertilizing of shrubs shall be based on the soil test recommendation and shall be done once only in the first week of June annually. Fertilizing during the spring growth flush during April and May is not permitted.
- ii) Tree work: The proponent is responsible for the removal of dead or damaged branches that are attached to any given tree at a height of eight feet or lower. Branching above eight feet in height from the ground which requires arborist work will be referred by the proponent through written notification to CMHC. All other tree work shall be carried out by a separate arboriculture contractor.
- iii) The proponent shall carry out periodic maintenance of any tree's guy wires or tree stakes as necessary to keep guys and loops taut, prevent stem girdling, and keep trees upright.
- iv) Pruning: The extent of pruning to be done shall be compatible with a high standard of maintenance, to develop a visually appealing appearance, compatible with the natural shape and growth habit of the plant species.
- v) Remove all dead, damaged, or diseased wood from shrubs and vines as noticed.
- vi) Root suckers and suckers from the understock of grafted plants shall be removed as they are noticed.
- vii) Shrubs shall not be sheared unless no other pruning option is available.
- viii) Pruning of shrubs shall generally be carried out annually in February or after flowering if needed.
- ix) Dead flower heads shall be removed promptly from shrubs once flowering is complete.
- x) Groundcover Areas: Beds, planters, and other planted areas containing groundcovers shall be weeded and dead foliage shall be removed on an ongoing basis.
- xi) The cost for dead plant replacement of shrubs, vines, and trees is not included in this Agreement. The proponent shall itemize and provide pricing for the removal, supply, and installation of new replacement plants before any such replacement work begins. Replacement work may only begin after the designated representative of CMHC has

approved the replacement in writing. Annual plants are subject to replacement by the proponent – see V. ANNUAL PLANTINGS, CONTAINERS AND HANGING BASKETS.

#### **T . FOLIAGE WASHING FOR SHRUBS**

- i) The purpose of this task is to remove dust, pollutants, and insect excrements (sooty mold, aphid excrement such as sticky honey dew) or tree sap that falls on roads, tables, chairs, and visitors.
- ii) Foliage washing is done using a carefully controlled water washing equipment to assure that the water pressure does not damage leaves and stems of the plant being washed.
- iii) Foliage washing may be required during late spring and summer seasons as directed by the CMHC.
- iv) Washing of trees is not included in this Agreement. CMHC maintains a separate Agreement for tree washing above eight feet in height due to the need for a bucket truck to reach the upper boughs of trees. The proponent is required to wash shrubs and vines as part of this Agreement.
- v) Foliage washing is to be done in the early morning and completed by 9:00 am to limit inconvenience to visitors.
- vi) Baking soda may be added to the foliage washing water to neutralize and physically remove the contaminants, sap, and insect excrement. The proponent will exercise due care and attention when adding baking soda to foliage washing water to avoid causing a foliage burn, especially during summer heat; and to prevent damage or discoloration to surrounding plants or existing hard features such as building, roads, walls or any other physical feature on the Property.
- vii) The successful proponent will cover and protect any features, table, chairs, or other site features in the vicinity of foliage washing operations and protect those features from damage. See H. PROTECTION, PRESERVATION, AND THE SUCCESSFUL PROPONENT'S RESPONSIBILITY.
- viii) The successful proponent will provide safety barriers and safety cones to close off areas being washed.

#### **U . PEST AND DISEASE CONTROL**

- i) Pesticide use is restricted; therefore, the successful proponent will avoid using pesticides except where irreversible damage would result from any pest and disease infestation. Do not use any chemical pesticide method of insect or disease control without prior written approval of the designated representative of CMHC.
- ii) Inspect all plants and turf for signs of pest or disease regularly during the growing season and report any such conditions in the monthly report and indicate recommended control measures.
- iii) Take proactive steps to treat pests or diseases once discovered by using water washing, shop vacuuming for aphids, hand picking, pruning and other non-chemical and organic methods of control.
- iv) Pest and disease control shall be carried out by licensed pesticide applicators that are experienced at using pesticide application methods approved under current laws and regulations.

- v) If chemical controls are required, pesticides shall be chosen based on the highest effectiveness and selectivity, and least hazard to the environment.
- vi) The successful proponent is directly responsible for any non-target kill caused by pesticide application to surrounding plants and will remediate such damage at the successful proponent's cost without charging CMHC any additional costs.
- vii) The successful proponent will post warning signs for one day in advance of any pesticide application to notify the public that a chemical pesticide control will be applied in the area. Pesticide warning signs shall remain in place for five days after pesticide application.
- viii) Pesticide application scheduling must be done to limit or avoid contact with people, and to avoid disruption of tourist visitor activity on the Property.

## **V . ANNUAL PLANTINGS, CONTAINERS AND HANGING BASKETS**

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

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

- i) Annual flower beds are located on Anderson Street at the entrance to Granville Island, beside the Granville Island Brewery and the Keg Restaurant as well as Chain and Forge Plaza under the bridge at the Y-junction of Anderson Street.
- ii) There are twelve (12) hanging baskets located in Railspur Alley, six (6) at Chain and Forge Plaza under the bridge at the Y-junction of Anderson Street, and six (6) at the Net Loft Building, for a total of twenty-four (24).
- iii) There are 160 planter barrels spread around Granville Island. Planter barrels are located at Johnston Street, Cartwright Street, Duranleau Street, and Railspur Alley. Planter barrels will be supplied by the CMHC. Barrels are approximately 23 inches across.
- iv) The successful proponent is not required to include in the Agreement the cost to replace damaged or worn-out barrels. The CMHC will supply replacement barrels for the successful proponent's use.
- v) The successful proponent is required to replace dead or damaged annual plants growing in planter barrels, hanging baskets, and in-ground bedding plant display beds on an ongoing basis. Seasonal availability of annual display plants may limit replacement choices, but the successful proponent must find a suitable replacement as needed herein.
- vi) The successful proponent will submit pictures (as jpegs via email) of all bedding display plants to be used in planter barrels, hanging baskets, and in-ground mass-planted bedding display beds in advance of plants such plants. The purpose of this item is to give the CMHC a visual idea or concept of how colourful the visual displays will be, and which plants will utilize bold

foliage textures, eye-catching colour combinations, and unusual floral interest for the summer and winter bedding plant displays on the property.

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

- i) Bedding plant installation spacing should be adjusted closer than normal for each bedding plant chosen to attain colourful mass plantings earlier than is normal for municipal parks and garden bedding plant displays.
- ii) Summer annuals are to be planted in early to mid-April of each year, to provide colourful summer bedding plant displays that have rooted in by mid-May with 75 percent foliage cover of the surface of the planting space in planter barrels, and in-ground mass plantings.
- iii) Hanging baskets are to be completely foliated or covered in flowers, there shall be no moss basket exposed.
- iv) Summer annuals are to be planted and in place on the property by April 15 of each year, to be rooted in and growing to provide colourful summer bedding displays by mid-May.
- v) Winter annuals such as pansies, kale, cabbage, and other winter interest plants are to be planted in October of each year for winter display.
- vi) Flowering bulbs such as daffodils, tulips, muscari, crocus and so forth should be planted in fall at the appropriate seasonal time to form part of winter annual flowering displays.

#### **W . HANGING BASKETS**

The successful proponent will supply 24 hanging baskets to be hung in place ready for display by April 15 to April 30 of each calendar year. Hanging basket specification:

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

## **X . POND MAINTENANCE**

- i) There are two ponds on the Property that require maintenance. Those ponds are to be drained and cleaned annually.
- ii) Ponds shall be maintained to prevent and reduce the development of algae.
- iii) Aquatic plants in those ponds require some ongoing maintenance to prevent spreading and crowding within the ponds. Aquatic plant division and or removal may be required during the cleaning cycle.
- iv) The ponds are to be maintained to prevent exposure to the rubber liner that will break down when exposed to ultraviolet light from the sun. Rocks located along the shorelines of those ponds may need adjustment from time to time to maintain shoreline cover, and liner cover and to prevent degradation of the pond shoreline; if additional rocks are required the cost of those rocks shall not be included in this Agreement and the successful proponent shall provide a fixed price for supply and installation of those rocks.
- v) Overgrown plants along the pond shorelines may need removal and reduction to control spread from time to time.
- vi) Significant or major reconstruction of the pond shoreline is not included in the price for this Agreement. However, the successful proponent is expected to undertake such work and provide a fixed price to undertake any significant shoreline or pond reconstruction.
- vii) Garbage and debris are to be removed weekly from the ponds and the pond shoreline by the successful proponent.

## **Y . SEASONAL LEAF CLEAN-UP**

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

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

## **3. WORK LOCATION**

The work will be performed on Granville Island (the "Property") in Vancouver, British Columbia. Refer to Appendix E Map of Property.

## **4. TRAVEL**

No travel is required during the contract and no compensation will be awarded to the selected proponent for any travel cost incurred.

## 5. SECURITY

N/A

## 6. CMHC DATA

N/A

## 7. MATERIAL DISCLOSURES

N/A

## 8. MANDATORY SUBMISSION REQUIREMENTS

### A) SUBMISSION FORM (APPENDIX A)

Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

### B) PRICING FORM (APPENDIX B)

Each proposal must include a Pricing Form (Appendix B) completed according to the instructions contained in the form.

### C) OTHER MANDATORY SUBMISSION REQUIREMENTS

Each proposal must include a Reference Form (Appendix F) completed according to the instructions contained in the form.

## 9. MANDATORY TECHNICAL REQUIREMENTS

N/A

## 10. PRE-CONDITIONS OF AWARD

The top-ranked proponent must provide Proof of Insurance as per Article XIII. of the Form of Agreement (Appendix D) as a precondition of award.

Insurance costs must be included in the fixed Monthly Rate quoted by the Proponent in Tab 1 of Appendix B Pricing Form.

## 11. RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP.

<b>Rated Criteria Category</b>	<b>Weighting (%)</b>
R.1 Experience and Qualifications of the organization and proposed resources	30
R.2 Approach and Methodology	20
R.3 Project Management Plan	25
<b>Stage III - Pricing</b> (See Appendix B for details)	25
<b>Total</b>	100%



## **Submission requirements (proposal content) for each rated criteria category**

**Note:** Each proponent should provide the following in its proposal in the same order as listed below.

### **R.1 EXPERIENCE AND QUALIFICATIONS OF THE ORGANIZATION AND PROPOSED RESOURCES**

**R.1.1** Provide a brief description of your organization (overview and history), including the number of full-time employees and service specializations/trades provided by staff, a description of any primary recurring sub-contractor(s), and which portions of the project they will be responsible for. (5)

**R.1.2** CVs for supervisory personnel who would be assigned to the project, including subcontractors, if any. (5)

**R.1.3** Completed Appendix F Reference Form with evidence of a minimum of seven years of experience performing Landscape Maintenance Services in a commercial, strata, or public sector setting. (15)

a) References should include a minimum of three contracts of a similar size and scope to the services described in this RFP that the proponent currently holds or has held over the past seven years.

b) Proponents must not include CMHC Granville Island as a reference if applicable.

c) For each reference, provide pictures of landscaped areas maintained.

**R.1.4** Diversity and Inclusion: (5)

a) Indicate whether you have a diversity program in place;

b) Indicate whether your organization considers itself a diverse supplier. A diverse supplier is defined as an organization that is owned and controlled by at least 51% of individual(s) who are considered: women, indigenous people, LGBTQ2+, persons with disabilities, and visible minorities. If so, indicate whether your organization is a certified diverse supplier and provide certification details.

### **R.2 APPROACH AND METHODOLOGY (20)**

**R.2.1** Provide a detailed description of general services provided as per the Statement of Work. Should additional value-added services be offered, these may be included as a separate section. (10)

**R.2.2** Provide a summary of your approach toward the use of Pesticides and Fertilizer applications.(5)

**R.2.3** Provide a description and pictures of your proposed plant selections for both winter and summer plantings in barrels, baskets, and planted areas. (5)

### **R.3 PROJECT MANAGEMENT PLAN (25)**

**R.3.1** Describe your management approach and organizational structure, including how you will organize staff and sub-contractors. (5)

**R.3.2** Describe your approach to quality control including response mechanisms in the case of errors, omissions, deficiencies, delays, etc., and strategies to minimize unnecessary re-work, waste, delays, and administration. (5)

**R.3.3** Describe how you will manage and report issues, complaints, and solutions, including details of written, oral, and electronic reporting methods. Provide an example logbook. (10)

**R.3.4** Describe where project personnel are based and how they would be able to respond in a timely manner to deficiencies and safety issues. Include interface mechanisms with CMHC (how would CMHC staff reach the proponent in an emergency) and the amount of time required for personnel to reach Granville Island after a call from CMHC regarding deficiencies in the work. (5)

## **12. REFERENCES**

CMHC may contact the references provided under Rated Criteria R.1.3 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process) and/or as per Section 10. Pre-conditions of Award (Appendix C – RFP Specifications).

## APPENDIX D – FORM OF AGREEMENT

CMHC FILE No. [NUMBER]

THIS AGREEMENT (“Agreement”) is executed

BETWEEN:

**CANADA MORTGAGE AND HOUSING CORPORATION**

Granville Island Administration Office  
1661 Duranleau St., 2nd Floor  
Vancouver, British Columbia, Canada  
V6H 3S3

(hereinafter called "**CMHC**")

- and -

[NAME]  
[ADDRESS]

(hereinafter called the "**Service Provider**")

(Each a "**Party**" and collectively the "**Parties**")

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

### **Article I.      The Services**

**Section 1.01**   The Service Provider shall provide the Landscaping Services for Granville Island ("the Services") to CMHC as described in Schedule A.

### **Article II.      Representations and Warranties**

#### **Section 2.01   Service Provider’s Representations and Warranties**

The Service Provider represents and warrants that at all times during the term of the Agreement:

- (a) it is validly incorporated (or formed), it continues to be in valid existence and, if applicable, good standing in the jurisdiction of its incorporation or formation;
- (b) it maintains all necessary registrations, licenses and consents and complies with all relevant laws applicable to the provision of the Services;
- (c) it complies with the rules, regulations, and policies of CMHC including CMHC’s security procedures, and such other policies as CMHC may provide, as amended from time to time; and
- (d) it shall provide the Services in a timely and professional manner, to the satisfaction of CMHC, and in accordance with industry standards applicable to the Service Provider's field.

The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity.

### **Article III. Term**

The term of the Agreement shall be for a period of five (5) years commencing on [DATE] (and ending on [DATE]) (the "Term").

### **Article IV. Fees and Payment**

#### **Section 4.01 Fees**

In consideration of the performance of the Services, CMHC agrees to pay the Service Provider an amount based on the Service Provider's rates attached as Schedule [B] of this Agreement. CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed **two million five hundred thousand (\$2,500,000.00) dollars CAD** inclusive of taxes, assessment, duties, levies and expenses for Services provided during the Initial Term of the Agreement (the "**Total Financial Liability**"). No other taxes, assessments, duties or other levies shall be payable to the Service Provider unless specifically agreed in writing by the Service Provider and CMHC.

#### **Section 4.02 Payment**

- (a) The Service Provider shall submit detailed invoices to CMHC for every phase and/or milestone completed during the Term, describing the Services provided during the period covered by the invoice and in accordance with the Purchase Order (PO).
- (b) Notwithstanding Article 4.01 above, GST/HST or provincial sales taxes, as applicable, shall be collected by the Service Provider on all consideration payable under this Agreement including fees, disbursements and any other charges and shown as a separate item on each invoice, showing the Service Provider GST/HST/QST or other provincial tax numbers, as applicable. The Service Provider shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.
- (c) CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. All invoices must make reference to the PO number and this Agreement and shall be sent electronically to [ap@granvilleisland.com](mailto:ap@granvilleisland.com).
- (d) The Service Provider shall:
  - (i) complete a Vendor Information Form under Schedule [B] inclusive of the Service Provider's business number and [\[along with a void cheque\]](#), prior to commencement of the Term to comply with its obligation under the *Income Tax Act* or any law, for CMHC's preparation of a T1204 and for payment by ETF;
  - (ii) ensure that the information provided remains accurate and up to date;
  - (iii) assume full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date; and
  - (iv) only invoice following the rendering of Services and as outlined in Schedule [B].

#### **Section 4.03 Withholding Taxes**

**NOTE: This clause is applicable to foreign contractors for services rendered in Canada. If the Vendor is a resident of Canada, this clause will be deleted.**

Any payments made to the Service Provider by CMHC pursuant to Section 4.01 in respect of Services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Service Provider, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency. The Service Provider must identify the value of Services

provided in Canada within its invoice. Otherwise, CMHC will withhold taxes on the full consideration amount.

CMHC shall have no liability or responsibility for withholding or remitting any taxes or payments, including but not limited to employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for the Service Provider and its personnel. The Service Provider is responsible for these withholding, remitting and registration obligations, and shall indemnify CMHC from and against any order, penalty, interest, taxes or contributions that may be assessed against CMHC due to the failure or delay of the Service Provider to make any such withholdings, remittances or registration, or to file any information required by any law.

#### **Section 4.04 Travel Costs.**

No travel is required during the contract and no compensation will be awarded to the Contractor for any travel cost incurred.

### **Article V. Confidentiality**

#### **Section 5.01 Confidentiality and Non-Disclosure of CMHC Information**

**Section 5.02** The Service Provider understands the sensitive nature of the CMHC Information and agrees to use CMHC Information solely for Service Provider's use in performing this Agreement and only by personnel bound to confidentiality obligations at least as strict as those contained herein, and in accordance with any applicable Government of Canada screening classification requirements. Other than in direct performance of the Services, CMHC Information may not be disclosed or copied unless authorized by CMHC in writing, both during the Term and following termination of the Agreement.

**Section 5.03** The Service Provider may disclose CMHC Information where required to do so pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority, on the advice of its counsel. In such circumstance, the Service Provider shall: (a) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.

**Section 5.04** The Service Provider 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 under the *Access to Information Act*. Any *Access to Information Act* request received by Service Provider must be immediately forwarded to CMHC no later than seven days from receipt. Service Provider must not provide any form of response on such request without prior written instruction by CMHC. Service Provider shall cooperate with CMHC as necessary to enable CMHC to respond to each *Access to Information Act* request or otherwise comply with the *Access to Information Act*.

**Section 5.05** In the event that the Service Provider experiences a breach of confidentiality with respect to the CMHC Information, the Service Provider will immediately notify CMHC and co-operate with CMHC in accordance with the security breach requirements under Section 6.01 to remedy the breach.

### **Article VI. Information Privacy and Security**

### **Section 6.01 Personal Information and Security Breach Notification**

The Parties acknowledge that this Agreement does not contemplate the disclosure or access to Personal Information. To the extent that there is a security breach involving CMHC Information or any unauthorized disclosure or access to Personal Information by Service Provider relating to this Agreement, Service Provider agrees to immediately and no later than two calendar days, notify CMHC by telephone and in writing and:

- (a) promptly conduct corrective actions using prudent and commercially best practices and mitigate the damages that may arise from the disclosure or access, including completing a prompt investigation and report to CMHC, and completing a breach assessment, and containment as directed by CMHC;
- (b) with prior CMHC authorization only, notify the affected party of the disclosure in the manner required by CMHC and applicable law;
- (c) assist CMHC in any communication with the media or any governmental authority, and which communications may only be made as determined by CMHC acting reasonably;
- (d) take any further action as CMHC may reasonably require to investigate and remedy the matter; and
- (e) maintain strict confidentiality of the inadvertent disclosure or access,

all in accordance with applicable laws.

**Section 6.02** When CMHC Information is stored, the Service Provider will, at all times, use reasonable administrative, physical and technological security measures to ensure that CMHC Information remains confidential and secure and that the information is not lost or otherwise accessed without authority.

### **Section 6.03 Return of CMHC Information**

Any CMHC Information provided to the Service Provider in the performance of the Services shall be returned, uncopied, to CMHC or destroyed by the Service Provider immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Service Provider shall proceed to the destruction of such documents in accordance with CMHC's reasonable instructions and provide a corporate certificate of destruction executed by an authorized officer, if requested. Notwithstanding the foregoing, the Service Provider shall be permitted to maintain copies of such documentation as it reasonably requires for audit, legal and regulatory purposes, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.

## **Article VII. Intellectual Property Rights**

**Section 7.01** All material, documents, reports and other work product produced by or on behalf of the Service Provider specifically for the provision of the Services under this Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Service Provider warrants that it has sufficient rights to satisfy this term. This Agreement shall constitute an irrevocable assignment by Service Provider to Customer of the ownership of and all rights of copyright in, the work product, and CMHC shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections that may be available in the works and that any necessary waivers of moral rights have been obtained. Service Provider agrees, and shall cause its employees to agree, that all deliverables are hereby deemed to be owned by CMHC. Nothing in this Agreement is intended to affect the pre-existing intellectual property rights of the Parties.

**Section 7.02** Service Provider shall make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

## **Article VIII. Termination and Effects of Termination**

### **Section 8.01 Termination**

- (a) CMHC may at any time and for any reason, terminate this Agreement with no charge or penalty, by giving ten (10) days written notice.
- (b) CMHC may immediately terminate this Agreement without penalty or charge without notice to the Service Provider, for any of the following reasons:
  - (i) CMHC has reason to believe that the Service Provider has committed gross misconduct, fraud or other unlawful acts;
  - (ii) If Service Provider becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;
  - (i) Service Provider has committed a breach under Article II (Representations and Warranties); Article V (Confidentiality); Article VI (Information Privacy and Security); or Article VII (Intellectual Property Rights);
  - (ii) an unresolved conflict or breach of Article X (Insurance); or
  - (iii) CMHC does not have sufficient appropriations from Parliament to fulfill its payment obligations.

### **Section 8.02 CMHC 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 Service Provider arising out of the Agreement or its termination, CMHC will make payment for the value of all Services performed to the date of the termination, as determined in accordance with the rate(s) specified in the Agreement.

CMHC shall make payment within thirty (30) calendar days from the later of: (i) the date of the termination; or (ii) receipt of a proper invoice submitted by the Service Provider. Upon such payment, CMHC will have no further obligation or liability of any kind to the Service Provider.

### **Section 8.03 Service Provider Obligations upon Termination**

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Service Provider shall:

- (b) promptly, and at the latest five (5) business days following termination of this Agreement, review all work in progress and report the status of all work in progress to CMHC;
- (c) upon CMHC's written request, complete or arrange for the completion of any and all work in progress at the time of termination; and
- (d) provide reasonable cooperation and assistance to CMHC upon CMHC's written request and at CMHC's expense, in transitioning the Services to an alternate service provider.

## **Article IX. Indemnification**

The Service Provider agrees to indemnify, defend and hold harmless CMHC and its directors, officers, employees, and agents for all losses, damages, costs, expenses, penalties, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in relation to (a) the Service Provider's or its subcontractor's, errors, negligence, omissions, misconduct or breach of this Agreement, or (b) a claim by a third party that any of the Services or work produced under this Agreement infringe its intellectual property rights. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Service Provider or subcontractor, if applicable. The Service Provider, as the case may be, shall have the right to assume control of its own defence at any time,

provided that it assumes the costs of its defence and provided that Service Provider shall not enter into a settlement without CMHC's written consent.

## **Article X. Insurance**

During the Term, the Service Provider shall procure and maintain, at its sole expense, at least the minimum of insurance coverage types and amounts outlined in Schedule E. If CMHC requests that the Service Provider meet additional insurance requirements under this Agreement, the Service Provider shall obtain such additional insurance at its own expense. The Service Provider shall provide evidence of insurance as may be required by CMHC.

## **Article XI. Conflict of Interest**

The Service Provider and its personnel shall avoid any real, potential or apparent matter, circumstance, interest, or activity affecting the Service Provider or its personnel, which may impair or appear to impair, the ability of the Service Provider or its personnel to perform the work diligently and independently ("**Conflict of Interest**") during the Term and shall declare any Conflict of Interest to CMHC immediately upon becoming aware of the Conflict of Interest. The Service Provider shall take steps to eliminate any real, potential or apparent Conflict of Interest, to the satisfaction of CMHC. In the event that a Conflict of Interest cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

## **Article XII. General**

### **Section 12.01 Independent Contractor**

CMHC's relationship with Service Provider is that of an independent contractor, and not as an employee or agent of CMHC. Neither Party has the authority to contract for or bind the other Party.

### **Section 12.02 Severability**

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

### **Section 12.03 No Limitation**

No specific remedy expressed in this Agreement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to at law.

### **Section 12.04 Force Majeure**

In the event that a Party is prevented from fulfilling its obligations under the terms of this Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the 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 one of the following force majeure events: 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 Service Provider will not be able to fulfill its obligations under this Agreement, CMHC may secure the services of other qualified service providers to perform the Services without further compensation or obligation to the Service Provider.

### **Section 12.05 Amendment; Non-Waiver**



No amendment of this Agreement will be effective unless agreed to by both Parties in writing. Failure by either Party to assert any of its rights under this Agreement shall not be construed as a waiver thereof.

**Section 12.06 Compliance with Laws**

The Parties shall comply fully with all applicable laws, ordinances, rules, regulations, code and standards, whether federal, provincial, or local.

**Section 12.07 Governing Laws**

This Agreement is made under, and will be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

**Section 12.08 Official Languages**

The Service Provider acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Service Provider agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the Act.

**Section 12.09 Assignment of the Agreement**

This Agreement shall not be assigned in whole or in part by the Service Provider without the prior written consent of CMHC. No purported assignment of this Agreement shall relieve the Service Provider from any obligation under this Agreement or impose any liability upon CMHC.

**Section 12.10 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. In case of conflicts between the Service Provider's documents and CMHC's documents, the latter shall govern.

**Section 12.11 Subcontractors**

Service Provider shall not subcontract the performance of any of its duties or obligations under this Agreement to any person without CMHC's prior written consent.

**Section 12.12 Notices**

All invoices and notices issued under this Agreement shall be in writing and shall be forwarded via mail, courier or e-mail with written confirmation of successful transmission:

(a) To CMHC at the following address:

**Canada Mortgage and Housing Corporation**

Name [NAME]

Title [TITLE]

Granville Island Administration Office

1661 Duranleau St., 2nd Floor

Vancouver, British Columbia, Canada

V6H 3S3

Phone: [PHONE]

Email: [EMAIL]

(b) To the Service Provider at the following address:

Name [NAME]  
Title [TITLE]  
[ADDRESS]

Phone: [PHONE]  
Email: [EMAIL]

**Section 12.13 Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 12.14 Order of Precedence**

In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its schedules and appendices and any other documents incorporated herein by reference, the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) this Agreement as amended from time to time; (2) Any schedules, work orders, to this Agreement that are duly executed by the Parties, as amended from time to time, to the extent of the inconsistency between the terms

[Signatures next page]

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

**THE SERVICE PROVIDER**

**CANADA MORTGAGE AND HOUSING CORPORATION**

\_\_\_\_\_  
**Name:**  
**Title:**

\_\_\_\_\_  
**Name:**  
**Title:**

I have the authority to bind the Service Provider.

**SCHEDULE [A]: SERVICES**

The Service Provider shall provide the following Services (i.e. scope of work):

SCHEDULE [B]: MANNER OF PAYMENT

Service Provider's rates and payment schedule

Vendor Information Form to be attached under SCHEDULE [B]

## **Schedule [E] – Insurance Requirements**

### **Insurance**

The Contractor shall procure, supply, and maintain, at its own expense, the designated insurance, or cause to be procured and maintained such insurance in force for the duration of this Agreement. On the Effective Date, all insurance coverage(s) of Contractor shall be issued by financially sound and responsible regulated insurance companies and shall have an A.M. Best Company, Inc. rating of "A-" or better (or such other debt rating agencies and/or rating as approved at the sole discretion of Canada Mortgage and Housing Corporation)

### **Commercial General Liability**

The Contractor shall provide, maintain and pay for 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 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, contractors liability, non- owned automobile, employer's liability, contractual liability and liability specifically assumed under this Agreement. CMHC shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

### **Automobile Liability**

The Contractor shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Contractor Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide CMHC with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

### **Contractors Equipment Floater**

Contractors Equipment Insurance coverage with an insurer licensed to do business in Canada, covering equipment used by the Contractor for the performance of the work, coverage is to be on a replacement cost basis or shall be in a form acceptable to CMHC.

### **Broad Form Installation Floater**

Broad Form Installation Floater with an insurer licensed to do business in Canada covering the property of the Insured or the property of others for which the Insured is legally liable, while such property is in transit to premises of installation or while thereat awaiting installation or while being installed, if applicable (with no testing or commissioning exclusion) in an amount not less than the replacement value of the equipment being installed. CMHC shall be added to the policy as a Loss Payee with respect to its interest as it may concern.

### **Workers Compensation**

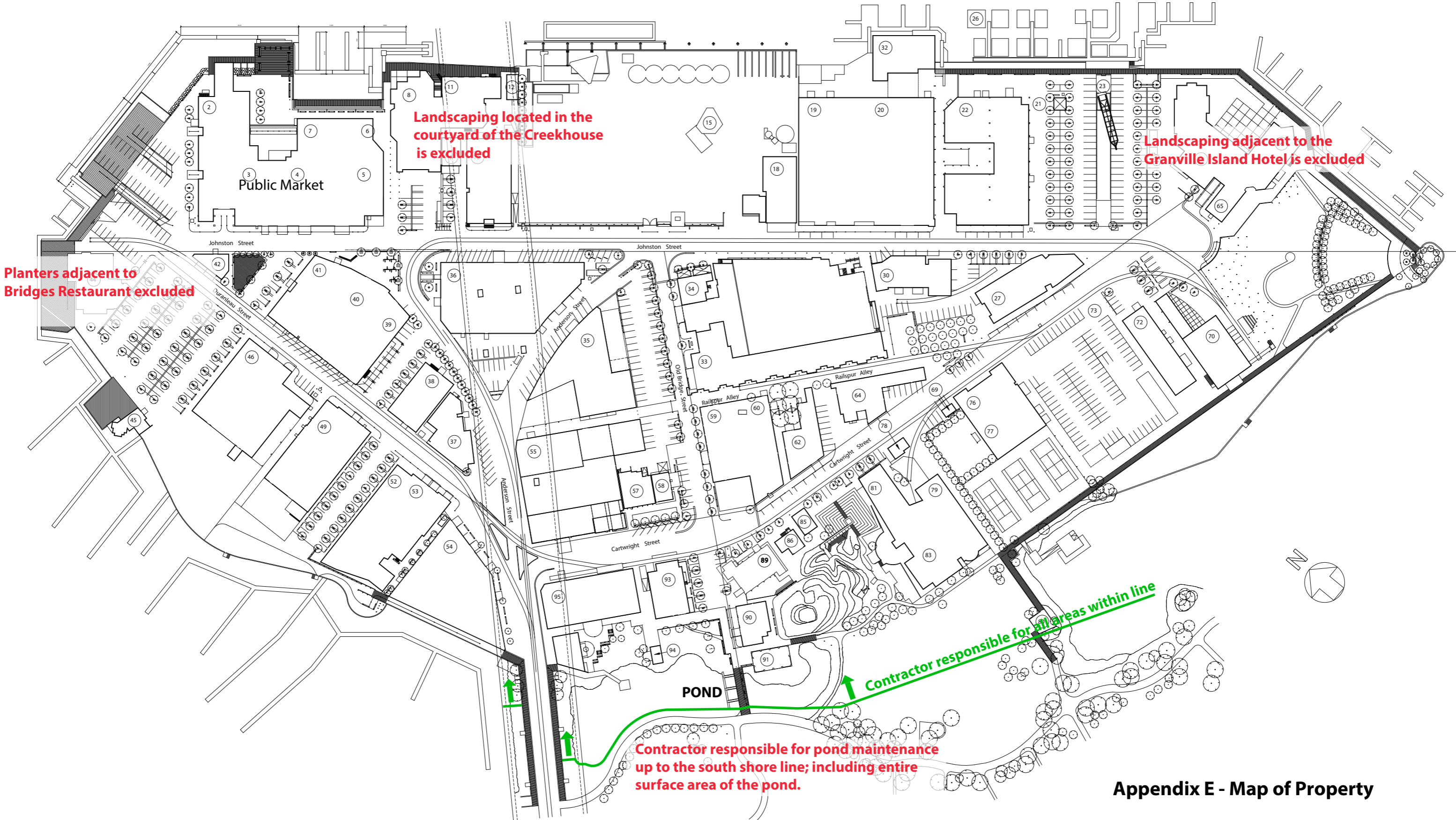
Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed.

### **Other Conditions**

If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of British Columbia All insurance policies required to be maintained by Service Provider pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be in excess of Service Provider 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, Service Provider 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.

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 Service Provider 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 Service Provider to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the Agreement.



Appendix E - Map of Property

**APPENDIX F – REFERENCE FORM**

Complete this form to provide evidence of a minimum of seven (7) years of experience performing Landscape Maintenance Services in a commercial or public sector setting. **For each reference, provide pictures of landscaped areas maintained by the proponent.**

References should include a minimum of three (3) contracts of a similar size and scope to the services described in this RFP that the proponent currently holds or has held over the past seven (7) years. Proponents may provide more than three references by copying the reference tables below.

Proponents must not include CMHC Granville Island as a reference if applicable.

**PROJECT #1**

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:**

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Awarded contract cost: \$ \_\_\_\_\_ Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_



**PROJECT #2**

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:**

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Awarded contract cost: \$ \_\_\_\_\_ Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_ Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_

**PROJECT #3**

Project Name: \_\_\_\_\_

Name of the Client: \_\_\_\_\_

Contact Person and Contact Information: \_\_\_\_\_

**Description of the project and relevance to present requirements:**

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Awarded contract cost: \$ \_\_\_\_\_      Final contract cost: \$ \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_      Actual completion date: \_\_\_\_\_

Reason for exceeding cost and/or schedule (if applicable): \_\_\_\_\_

## **APPENDIX G – VENDOR CODE OF CONDUCT**

### **1. Purpose and Scope**

The Canada Mortgage and Housing Corporation Vendor Code of Conduct (“the Code”) sets out the principles and expectations that Vendors, service providers, intermediaries, and independent contractors, including their employees and representatives (each, a “Vendor”) must comply with when conducting business with, or providing goods and services to, or acting on behalf of CMHC. CMHC is committed to source goods and services from Vendors who respect human rights, ethics, and the environment and have responsible policies and practices, and we expect Vendors to operate in a manner that is consistent with these values. The Code establishes specific obligations for Vendors regarding the following issues: business integrity, responsible business practices, responsible treatment of individuals, information and data management, and monitoring and compliance.

CMHC may have additional requirements, which are specified during the procurement and contracting process and the ongoing management and monitoring of the relationship. Agreements between CMHC and its Vendors contain requirements which may address issues identified in the Code. In the event of a conflict or inconsistency between the Code and an agreement between CMHC and a Vendor, the agreement will govern and prevail.

### **2. Business Integrity**

#### **Compliance with laws**

In all their activities, Vendors must ensure all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities in Canada and all orders and decrees of all courts and arbitrators.

The Vendor shall comply with any sanction regimes, applicable to the Vendor, its supply of goods or services, or industry of work concerned by the Vendor’s business under Canadian law, whether in Canada or outside of Canada.

#### **Conflicts of Interest**

The Vendor and its personnel shall avoid any real, potential, or apparent Conflict of Interest and shall declare any Conflict of Interest to CMHC immediately upon becoming aware of the Conflict of Interest. The Vendor shall, take steps to eliminate any real, potential, or apparent Conflict of Interest, to the satisfaction of CMHC.

#### **Gifts, Hospitality and Other Benefits**

The nature of any gifts, hospitality or other benefits must not, by their quality, quantity, or timing, be used by Vendors to gain improper advantage or preferential treatment from CMHC employees or their representatives. Vendors should also avoid giving or receiving gifts, hospitality, or other benefits that could give the appearance of impropriety.

## **Anti-Bribery and Anti-Corruption**

Vendors must comply with applicable laws related to anti-bribery and anti-corruption in the jurisdictions in which they operate. Vendors must not engage directly or indirectly in any activities that would put CMHC at risk of violating anti-bribery and anti-corruption laws. It is never acceptable for any Vendor to offer any bribe, kickback or other unlawful payment or benefit to secure any concession, contract, or other favorable treatment.

### **3. Responsible Business Practices**

#### **Privacy & Information Security**

We expect Vendors to protect CMHC customer and personal information in accordance with their contractual obligations to CMHC and applicable law and best practice. Information should be collected, used, and disclosed strictly for the purposes agreed and protected through all stages of the information lifecycle.

Vendors requiring access to CMHC designated/classified information and/or networks must have passed the government security screening process performed by CMHC or a Government of Canada Department and be aware of their role as information custodians (the handling, storage, transmission, and destruction of the information) in advance of access.

Vendors must notify CMHC immediately of any actual or suspected breaches of CMHC customer or personal information and security (physical and cyber) breaches and assist CMHC in managing any consequences arising from such events.

#### **Business Resumption and Contingency Planning**

As some Vendors' goods and services are critical to CMHC's businesses, Vendors are expected to have and maintain business continuity and disaster recovery plans in accordance with applicable regulatory, contractual, and service level agreement requirements established contractually with CMHC.

#### **Outsourcing and Subcontracting**

The Vendor must obtain CMHC's written consent, which may be given or withheld in CMHC's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of the Vendor, other than the Vendors' employees, to provide any Services to CMHC.

#### 4. Responsible Treatment of Individuals

##### **Respect, Diversity, and Inclusion**

Vendors must maintain workplaces characterized by professionalism, and respect for the dignity of every individual with whom their employees interact. Vendors must respect the diversity of their employees, clients, and others with whom they interact, both in and outside the workplace, including respect for differences such as gender, race, colour, age, disability, sexual orientation, ethnic origin, and religion. Vendors must not tolerate harassment, discrimination, violence, retaliation, and other disrespectful and inappropriate behavior.

##### **Vendor Diversity Program**

CMHC's Vendor Diversity Program is in place to enhance equal access opportunities to support economic growth for underrepresented vendors and communities. This program allows Vendors to:

- benefit from increased visibility and business opportunities
- help CMHC deliver the best value to clients through competitive offerings and greater innovation

Businesses that are owned or led by Canadians from underrepresented groups qualify under the Vendor Diversity Program. Underrepresented businesses are defined as being owned, operated, and controlled by 51% of a given group. We consider businesses that are led by women, Indigenous Peoples, 2SLGBTQIA+ people, persons with disabilities as well as Black and racialized people examples of underrepresented groups.

To be included in our program, vendors and Vendors must have a current diversity certification from one of the certifying organizations for inclusion into the program:

##### **Employment Practices**

Vendors must abide by applicable employment standards, labour, health and safety, non-discrimination, and human rights legislation. Where laws do not prohibit discrimination or where they allow for differential treatment, Vendors are expected to be committed to non-discrimination principles and to operate in a way that does not differentiate unfairly.

## 5. Environment

### **Environmental Sustainability**

Vendors must have the appropriate management procedures in place to comply with all environmental laws. Vendors should seek to conduct their business in an environmentally responsible way. Where appropriate, Vendors should support the advancement of CMHC's environmental agenda by providing goods and services that have a lesser or reduced impact on the environment. Key environmental considerations include reduction of greenhouse gas emissions, improved energy efficiency, use of renewable resources, waste reduction, reduction of plastics and packaging, and reduction of hazardous waste.

## 6. Compliance and Monitoring of the Code of Conduct

Vendors must maintain all information and management systems necessary to document their compliance with the Code, applicable laws, and their contractual obligations with CMHC, and provide evidence to CMHC upon request.

CMHC reserves the right to monitor a Vendor's compliance to the Code and audit their control environment. Vendors may be required to periodically confirm in writing that they meet their obligations under the Code.

In the case of any deficiencies identified with respect to compliance with the Code, Vendors are expected to promptly take corrective action to address identified deficiencies. Failure to comply with the Code may result in termination of a Vendor's relationship with CMHC.

## 7. Contact Information

If you have any questions about the *Canada Mortgage and Housing Corporation Vendor Code of Conduct*, contact Procurement Sourcing:

ProcurementSourcing\_Sourcesd'approvisionnement@cmhc-schl.gc.ca