



## **REQUEST FOR PROPOSAL**

**No: 10-02-2043**

**CAMOSUN COLLEGE**

**3100 Foul Bay Road**

**Victoria, BC V8P 5J2**

CAMOSUN INVITES PROPOSALS FOR THE PROVISION OF UNIFORMED GUARD AND MOBILE PATROL SERVICES FOR THE PERIOD APRIL 1<sup>ST</sup>, 2010 TO MARCH 31<sup>ST</sup>, 2013 (36 MONTHS) WITH TWO (2) TWO (2) YEAR OPTIONS TO RENEW TO MARCH 31<sup>ST</sup>, 2013 AND MARCH 31<sup>ST</sup>, 2015 RESPECTIVELY, SUBJECT TO PERFORMANCE AND CONTRACT REVIEW AND ACCEPTABLE RATE NEGOTIATIONS.

PROPOSALS WILL ONLY BE ACCEPTED FROM THOSE THAT ATTEND A MANDATORY SITE MEETING, **MONDAY, FEBRUARY 15<sup>TH</sup>, 2010 AT 10:00 AM** IN THE PHYSICAL RESOURCES BUILDING, INTERURBAN CAMPUS, 4461 INTERURBAN ROAD, VICTORIA, BC. FROM THERE THE SITE MEETING WILL RECONVENE AT 1:00PM OUTSIDE THE WEST ENTRANCE, DAWSON BUILDING, LANSDOWNE CAMPUS, 3100 FOUL BAY ROAD, VICTORIA, B.C.

**SEALED** PROPOSALS MUST BE RECEIVED IN THE OFFICE OF PURCHASING SERVICES, PAUL BUILDING, ROOM 201 ON OR BEFORE 2:00 PM, MONDAY, MARCH 1<sup>ST</sup>, 2010. PROPOSALS RECEIVED AFTER THE CLOSING TIME WILL BE RETURNED UNOPENED. FAXED AND E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSALS ARE IRREVOCABLE FOR 90 DAYS AS SET OUT IN THIS RFP UNTIL A CONTRACT HAS BEEN NEGOTIATED WITH THE SUCCESSFUL SUPPLIER OR THE RFP PROCESS IS TERMINATED.

THE RFP FORM ATTACHED AS SCHEDULE D MUST BE ATTACHED TO ANY PROPOSAL. **FAILURE TO DO SO WILL DISQUALIFY YOUR PROPOSAL.**

## RFP CHECKLIST

The following is a checklist intended to assist the Supplier in ensuring that its Proposal is considered by Camosun.

- \_\_\_ Does your Proposal include a completed and **signed** RFP Form in the form attached to this RFP as Schedule D?
  
- \_\_\_ Is your Proposal **sealed**?
  
- \_\_\_ Is your Proposal correctly addressed and references the RFP number on the outside envelope?
  
- \_\_\_ Have you allowed enough time for your Proposal to be delivered before the **Closing Time** stated in the RFP?
  
- \_\_\_ Was the completed Acknowledgement Sheet found on page 5 of this RFP previously forwarded by fax to 250-370-3662, Attention: RFP 10-02-2043? Questions and answers will not be supplied to any Supplier who has not returned the acknowledgement sheet, completed and signed.
  
- \_\_\_ Have you sent Five (5) **sealed** copies of your Proposal as specified?
  
- \_\_\_ Have all prices been stated in **Canadian funds**, with all taxes extra?
  
- \_\_\_ Have all contractual or specification inquiries regarding this RFP been directed in writing by fax or email to Attention: Doug McCurdy at 250-370-3662 / [mccurdyd@camosun.bc.ca](mailto:mccurdyd@camosun.bc.ca) unless other instructions exist in this RFP?

See instructions on page 1 and additional instructions in the RFP.

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Schedule A –Background

Schedule B –The Services

Schedule C –Proposal Evaluation

Schedule D –Proposal Form

Schedule E –Reference Documents (if applicable)

## **ACKNOWLEDGEMENT SHEET**

Please complete this acknowledgement sheet and return by fax to 250-370-3662

**Attention: RFP - 10-02-2043**

**SUPPLIER NAME:**

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**PHONE NUMBER:**

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**FAX NUMBER:**

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**EMAIL ADDRESS:**

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**SIGNING REPRESENTATIVE/  
OFFICIAL (PRINTED OR TYPED  
NAME):**

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**TITLE:**

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**DATE:**

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## **1. INTRODUCTION AND SCOPE**

### **1.1 RFP Terminology and Interpretation**

Throughout this RFP, terminology is used as follows:

- (a) “Acknowledgment Sheet” means the Acknowledgment Sheet at page 5 of this RFP which must be submitted by each Supplier which wishes to submit a Proposal.
- (b) “Camosun” means Camosun College, a college organized and existing under the *College and Institute Act* (British Columbia).
- (c) “Closing Time” means 2:00 PM, Monday, March 1, 2010
- (d) “Contract” means the written agreement between Camosun and the Supplier which is selected by Camosun to provide the Services as contemplated by this RFP.
- (e) “Evaluation Team” has the meaning set out in Section 2.1 of this RFP.
- (f) “Proposal” means a proposal to provide the Services made by a Supplier to Camosun in response to this RFP.
- (g) “Reference Documents” means the documents provided by Camosun to the Suppliers for their information and to assist the Suppliers in preparing their Proposals. As of the date hereof, the Reference Documents provided to the Suppliers are as listed in Schedule E.
- (h) “RFP” means this Request for Proposal.
- (i) “Services” means the services to be rendered by the Supplier as agreed between the Supplier and Camosun in the Contract. It is expected that the Services will correspond with requirements set out in Schedule B. The Supplier will set out the scope, terms and condition of upon which the Supplier proposes to deliver the Services in the Supplier’s Proposal.
- (j) “Supplier” means an individual or firm which provides (**describe service**) in good standing who or which submits, or intends to submit, a Proposal in response to this RFP.
- (k) The terms “must”, “mandatory” or “required” mean a requirement stipulated for all Proposals in this RFP which must be met in order for any Proposal to be considered by Camosun.
- (l) The terms “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.

### **1.2 Purpose and Intent**

The purpose of this RFP is to obtain Proposals for the provision of the Services from established Suppliers, as described in this RFP.

### **1.3 Condition of Submitting a Proposal**

No Supplier is under any obligation to submit a Proposal. If a Supplier submits a Proposal for consideration by Camosun, such submission will be accepted by Camosun on the express understanding and condition that the Supplier accepts all terms and conditions of this RFP, including all rights, discretions and privileges granted to Camosun pursuant to this RFP.

## **2. EVALUATION CRITERIA AND PROCEDURES**

### **2.1 Evaluation Team**

Camosun will establish an evaluation team (the “Evaluation Team”) to review the Proposals received. The Evaluation Team will be comprised of such individuals as Camosun, in Camosun’s unfettered discretion, deems appropriate to evaluate the Proposals in light of Camosun’s interests and the terms of this RFP.

### **2.2 Proposal Evaluation**

Proposals will be evaluated to identify the Supplier who best demonstrates an understanding of the objectives of Camosun and who best demonstrates the ability, in the opinion of the Evaluation Team, to meet or exceed the requirements of Camosun in relation to the Services. The Evaluation Team will make its recommendation for the selection of the Proposal of a Supplier based upon the qualitative judgement of the Evaluation Team for total value relative to the following criteria:

**(change to be project specific)**

- Experience of Supplier- 30 points
- Composition of Supplier’s project team and availability and commitment to perform the Services –30 points
- Cost effectiveness –20 points
- References- 10 points
- Added value and unique offerings as determined by Camosun, in Camosun’s unfettered discretion – 10 points

The information which should be provided by the Supplier to address the above criteria is set out in Schedule C.

### **2.3 Award by Camosun**

Camosun reserves the right to award a Contract(s) for the Services in whole or in part. The lowest priced Proposal for the Services or any part of the Services will not necessarily be accepted. In the event that no Proposal be received by Camosun which is acceptable to Camosun, in Camosun’s unfettered discretion, Camosun reserves the right to:

- Call for new Proposals based on revised scope, or
- Negotiate an agreement for the delivery of all or part of the Services on a sole source basis, or
- Discontinue the RFP process and its efforts to identify a suitable Supplier, or
- Take such other action as Camosun, in Camosun’s unfettered discretion, deems appropriate.

### **2.4 The Contract**

The Contract award will use the General Services Contract, subject to revision as required in light of the Proposal accepted by Camosun, and in particular, to ensure that the provisions relating indemnity, insurance and liability conform with the provisions of this RFP.

## **2.5 Presentations**

Suppliers may be asked to make a presentation to the Evaluation Team, at a time to be advised, on Friday, March 12, 2010. Notification of presentation times will be given to Suppliers after Monday, March 8, 2010. If a Supplier declines to make a presentation when requested to do so, such Supplier may be disqualified.

## **2.6 Negotiation Delay**

If a Contract is not settled between Camosun and any Supplier approved to deliver the Services by Camosun within 30 days of notification of approval, Camosun may, in its sole discretion, terminate negotiations with that Supplier and negotiate an agreement with another Supplier of its choice or take any of the other actions set out in Section 2.3.

## **3. PROPOSAL PREPARATION AND SUBMISSION**

This Section 3 sets out the expectations of Camosun in relation to the preparation and submission of Proposals and related procedures which are to be followed by all Suppliers. Suppliers are cautioned to carefully read and address the expectations in this RFP, as any deviation may cause Camosun to reject their Proposals.

### **3.1 Closing Time**

Five (5) sealed and completed copies of each Proposal must be received on or before the Closing Time, as shown on the clock of the Camosun Purchasing Department office on Friday, March 1, 2010, at:

Camosun College  
Purchasing Department  
Request for Proposal # 10-02-2043  
Paul Building, Room 201  
3100 Foul Bay Road  
Victoria, BC  
V8P 5J2

It is the responsibility of the Supplier to allow sufficient time for delivery of their Proposal by the Closing Time. Camosun will, upon receipt of Proposals delivered by Canada Post or courier, make every effort to assist the Suppliers to immediately route the Proposal to the Purchasing Department. However, Camosun assumes no responsibility for Proposals that are not received by the Camosun Purchasing Department by the Closing Time, regardless of the reason.

Proposals sent via facsimile or other means of electronic transmission will not be accepted.

### **3.2 Rejection**

**Proposals will be disqualified and will be returned to the Supplier if they are:**

- (a) Not sealed;
- (b) Contain copies of Reference Documents which have been altered contrary to Section 4.13
- (c) Received at the Camosun Purchasing Department after the Closing Time;
- (d) Received without the completed Proposal Form annexed hereto as Schedule D; or



(e) Not duly signed by an authorized officer of the Supplier.

### **3.3 Questions Arising from the Proposal Process**

Information with respect to Uniformed Guards and Patrol Services obtained from any source other than Camosun's Coordinator, Purchasing Services is not official and may be inaccurate. If a Supplier believes that it has questions that are important to its Proposal, such Supplier should fax such questions by 8:30 AM, Friday, February 22, 2010 to 250-370-3662 Attention: RFP 10-02-2034. Camosun will endeavor to provide a response to any Supplier who has submitted a question within 3 business days. Camosun will provide a copy of the question and Camosun's response thereto to all Suppliers who have been invited to submit Proposals or who have returned the completed Acknowledgement Sheet.

### **3.4 Revisions of Proposals**

Up to the Closing Time, Proposals may be amended or withdrawn by notice in writing, signed by the Supplier of record. Thereafter, a Proposal cannot be amended.

### **3.5 Additional Information**

Proposals may contain such information as the Supplier deems relevant, whether or not specifically requested by this RFP.

### **3.6 Opening of Proposals**

A public opening of Proposals will not occur. Opening of Proposals will be by Camosun Purchasing staff and may include other Camosun employees that are directly involved with the RFP. Proposals which are not disqualified pursuant to Section 3.2 will be forwarded immediately to the Evaluation Team for evaluation.

## **4. GENERAL TERMS AND CONDITIONS**

### **4.1 Currency**

All prices are to be in Canadian funds, all taxes extra.

### **4.2 Payment Discount**

The Supplier will allow a \_\_\_\_\_% discount if the Supplier's accounts are paid within \_\_\_\_\_ days of receipt by Camosun.

### **4.3 Ownership of Proposals and Freedom of Information**

Camosun acknowledges there may be commercial information and design innovation and know-how which forms part of a Proposal and, subject to this Section 4.3, Camosun agrees to hold such information in strictest confidence. After acceptance of a Proposal, the material contained in the successful Proposal will be incorporated, as applicable, into the Contract. Camosun will have the right to use such material in the future, in any way that Camosun may choose in relation to the Uniformed Guards and Patrol Service. Camosun will require the successful Supplier to assign to Camosun a license to use any copyrighted items produced or provided by the Supplier for whatever purpose Camosun requires them to be used in relation to the Uniformed Guards and Patrol Services.

All documents submitted become the property of Camosun. Suppliers are advised that the information contained in Proposals and subsequent Contract documents may be subject to access under provisions of the *Freedom of Information and Privacy Act* (British Columbia). Further, Camosun has a contractual requirement to provide, upon request, a copy of any

Purchase Order issued as a result of this RFP to CUPE Local 2081, subject to the *Freedom of Information and Protection of Privacy Act*. In addition, Camosun is entitled to disclose all documents submitted to the Ministry of Advanced Education, the Ministry of Finance and with the professional advisors of any person with whom Camosun is authorized to disclose such documents, including Camosun's own professional advisors.

#### **4.4 Notification of Changes/Addenda**

Camosun reserves the right to issue Proposal addenda at any time and from time to time up until 4:00 PM, Friday, February 26, 2010 with respect to anything contained in the RFP, and reserves the right to issue addenda extending the Closing Time but not otherwise amending this RFP, up to and including the Closing Time. It will be the duty of each Supplier to ensure that all addenda have been obtained. Camosun will issue each addendum to all Suppliers who have submitted an Acknowledgment Sheet to Camosun. Acknowledgement is hereby made of receipt and inclusion of the following addenda to the tender documents:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ : \_\_\_\_\_ pages  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ : \_\_\_\_\_ pages  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ : \_\_\_\_\_ pages  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ : \_\_\_\_\_ pages

#### **4.5 Validity of Proposal**

All Proposals must remain valid and open for acceptance for a period of 90 consecutive days from the Closing Time.

#### **4.6 Suppliers' Experience Requirements**

Camosun will only consider Proposals from Suppliers who demonstrate to the satisfaction of the Evaluation Team that such Suppliers have the ability to provide the expertise and resources to perform the Services as required by the Contract. To this end, the Suppliers should provide particulars of instances when they previously provided services similar to the Services and produce satisfactory references in this regard

Any Supplier who is unable to satisfy these requirements will be disqualified from the RFP process.

Camosun reserves the right to disqualify from the RFP process any Supplier which has previously failed to complete its obligations under any prior contract with Camosun or which has any affiliate, shareholder, member, director or officer who or which has failed to complete their respective obligations under any prior contract with Camosun.

#### **4.7 Suppliers' Expenses**

Suppliers are solely responsible for their own expenses in preparing a Proposal and for subsequent presentations and negotiations with Camosun. In no event will Camosun will be liable to any Supplier for any claims, whether for costs or damages incurred by the Supplier in preparing its Proposal or lost profits claimed or by reason of such Supplier not having the opportunity to enter into a Contract with Camosun or by reason of Camosun terminating any Contract when permitted to do so.

#### **4.8 Limitations of Damages and Other Remedies**

In the event that, notwithstanding Section 4.8 a Supplier is entitled to make a claim against Camosun in relation to this RFP for whatever reason, in no event will the Supplier be entitled to recover an amount in excess of the reasonable costs incurred by the Supplier in preparing its Proposal, or if a Supplier is accepted as the preferred Supplier, such Supplier's reasonable costs of negotiating the Contract. The Supplier, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Supplier for any reason whatsoever or such Contract is terminated as permitted by this RFP.

In the event that a Supplier disputes the selection of another Supplier by Camosun as the party with whom Camosun will negotiate the Contract or the award of the Contract to another Supplier, such dispute will not prevent Camosun from proceeding with negotiation and finalization of the Contract with the successful Supplier, nor will the dispute prevent Camosun from proceeding to implement the Contract with such successful Supplier. The Supplier agrees that in no event will any dispute by any Supplier delay the Uniformed Guards and Patrol Service.

#### **4.9 Acceptance of Proposals**

This RFP will not be construed as a contract to purchase goods or services. Camosun is not bound to accept the lowest price nor is Camosun obligated to accept any Proposal. Proposals will be assessed in light of the evaluation criteria, outlined in **2.0 Evaluation Criteria and Procedures** but will also be evaluated in light of the funding available to Camosun to complete the Uniformed Guard and Patrol service.

Subsequent to the submission of Proposals, meetings and discussions may be undertaken with any or all Suppliers who have submitted Proposals, but Camosun will be under no obligation to receive further information, whether written or oral, from any Supplier nor to disclose the nature of any Proposal received. Camosun will not be obligated in any manner to any Supplier pursuant to this RFP until a written agreement has been executed relating to an approved Proposal.

#### **4.10 Change in Scope**

Camosun reserves the right to issue addenda modifying the terms of this RFP at any time, up to and including to 4:00 PM, Friday, February 26, 2010, in Camosun's unfettered discretion, and in particular, Camosun reserves the right, without invalidating the RFP, to alter, add to, or deduct from the Services described in this RFP. Such changes will be advised in writing by Camosun to the Suppliers and the impact of any such changes must be addressed in each Supplier's Proposal. Subsequent to the appointment by Camosun of the preferred Supplier of the Services, Camosun reserves the right to alter, add to, or deduct from the Services as set out in such Suppliers Proposal, and the impact of any such changes will be addressed in the Contract, as negotiated and settled between such preferred Supplier and Camosun.

#### **4.11 Reference Documents**

While Camosun has used considerable effort to ensure an accurate representation of information in the Reference Documents and this RFP, the information contained in the Reference Documents and this RFP is supplied solely for the information of and as a guideline to Suppliers. Such information is not guaranteed or warranted to be accurate by Camosun, nor is it necessarily comprehensive or exhaustive. Nothing in the Reference Documents and this RFP

is intended to relieve Suppliers from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

#### **4.12 Alterations to Reference Documents**

A Supplier may incorporate all or any part of the Reference Documents in its Proposals. A Supplier must not alter any portion of the Reference Document, with the exception of adding the information requested in such Reference Documents or as may be explicitly disclosed in the Supplier's Proposal.

#### **4.13 Negotiation of Contract**

Notice in writing to a Supplier of the acceptance of its Proposal by the Camosun will not bind Camosun to retain the Supplier to perform the Services, but will only bind Camosun to negotiate in good faith the terms and conditions of the Contract upon which the Services will be performed by the Supplier. Any Proposal of a Supplier which is accepted by Camosun will serve as the basis for negotiations of a Contract for provision of Services by such Supplier to Camosun, but Camosun will not be bound to agree to any term or condition which may be contained in such Proposal. No Supplier will acquire any legal or equitable rights or privileges with respect to the provision of the Services to Camosun until a Contract has been signed sealed and delivered by both the Supplier and Camosun.

#### **4.14 Assignment of Contract**

No Supplier will have any rights pursuant to this RFP or by virtue of having its Proposal accepted which are capable of transfer or assignment to any person. The Contract will contain provisions pursuant to which the Contract cannot be transferred or assigned without the consent of Camosun, in its unfettered discretion. The Contract will limit the subcontracting of Services without the prior written consent of Camosun, not to be unreasonably withheld.

#### **4.15 Acceptance of Terms**

By submitting a Proposal, a Supplier will be deemed to have accepted all of the terms and conditions of this RFP. Any terms and conditions contained within a Proposal which are inconsistent with this RFP will not be binding upon Camosun, even if such Proposal is accepted by Camosun, unless Camosun expressly agrees to the contrary at the time of acceptance.

#### **4.16 Termination**

Camosun may terminate the Contract of the supplier at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed.

Camosun may terminate the Contract in whole or in part if the Supplier defaults in the fulfillment of any or all of its obligations under the Contract provided that; except in the case where Camosun acting reasonably deems it impractical, the Supplier shall be entitled to cure the default within 30 days or as mutually extended by agreement between Camosun and the Supplier, shall entitle Camosun to terminate the contract immediately.

In the event that Camosun does terminate the Contract in whole or in part as specified above, Camosun may procure items or services similar to those so terminated and the Supplier may be liable to Camosun for any excess costs for such similar items or services.

Notwithstanding the provisions specified above, Camosun shall be entitled at anytime during the Contract to terminate the Contract upon written notice to the Supplier. Upon receipt of written

notice of termination, the Supplier shall discontinue providing the services in accordance with the notice.

#### **4.17 Governing Law**

The Agreement will be construed under and according to the laws of the Province of British Columbia the parties irrevocably submit to the jurisdiction of the Courts of the Province of British Columbia.

#### **4.18 Internal Complaint Process**

The Purchasing Department will follow the formal protest hearing process for any complaints which may be filed in accordance with the Agreement on Internal Trade. In no event will any complaint delay the negotiation of the Contract with the Supplier selected by Camosun.

#### **4.19 No Partnership or Agency**

In no event will a Supplier be a partner or agent of Camosun. The relationship of Camosun and the Supplier will be that of independently contracting parties and subject to the limitations set out in the Contract.

### **5. CONFIDENTIALITY AND SECURITY**

#### **5.1 Non-Disclosure**

Neither this RFP nor any portion hereof nor any portion of the Reference Documents, will be used by the Supplier for any purpose other than the submission of Proposals. Information pertaining to Camosun obtained by the Supplier as a result of participation in this project is confidential and must not be disclosed without written authorization from Camosun, as applicable. Suppliers will not confer with each other in relation to this RFP or any Proposal which they may make.

#### **5.2 Security Standards**

The Supplier must maintain security standards consistent with security policies of the Government of British Columbia. These include strict control of access to data and maintaining confidentiality of information gained while making this Proposal, negotiating a Contract and carrying out the Services.

#### **5.3 Conflict of Interest/Code of Conduct**

Suppliers must comply with the Camosun Conflict of Interest Policy in all respects. Camosun Conflict of Interest Policy states in part “No conflict will exist between the private interest of employees and the discharge of their duties or the operation of Camosun.” And “Employees, in the performance of their duties, will not give preferential treatment to relatives or friends, or to organizations in which they or their relatives or friends have an interest, financial or otherwise.”

A full copy of the Conflict of Interest policy can be obtained at:

<http://www.camosun.bc.ca/about/policies/operations/o-5-human-resources/o-5.11.pdf>

or by requesting a faxed copy of this policy by calling the Purchasing Office at 250-370-3044.

The Supplier is required to fully disclose the name(s) of any Camosun employee who may be in a conflict of interest should the Supplier be successful.

#### **5.4 No Lobbying**

Until Camosun announces the preferred Supplier, this RFP, Suppliers must not attempt to communicate directly or indirectly with any employee, contractor, consultant or representative of Camosun, including the Evaluation Team or with any elected officials of the Province or any person known by the Supplier to be on the Evaluation Team, other than Camosun's Coordinator, Purchasing Services without the written consent of such Coordinator. In this regard, all contractual or specification inquiries must be directed in writing by email or fax to Doug McCurdy, Coordinator, Purchasing Services; [mccurdyd@camosun.bc.ca](mailto:mccurdyd@camosun.bc.ca) or 250-370-3662. Camosun reserves the right to disqualify any Supplier from submitting a Proposal if such Supplier fails to adhere to the provisions of this Section 5.4. Under no circumstance will a Supplier communicate with members of the public or the media about the (**describe project**), a Proposal or a Contract, other than as expressly directed or permitted by Camosun.

#### **5.5 Disqualification**

Any disclosure by a Supplier contrary to Section 5 of this RFP will entitle Camosun to disqualify the offending Supplier from the RFP process and any future business dealings with Camosun.

### **6. LICENSING, LAW, PERMITS AND TAXES**

#### **6.1 Legal Compliance**

The Supplier will comply with all applicable federal, provincial and municipal laws and regulations relating to the Services and will pay for all permits and certificates required in the performance of the Services.

#### **6.2 Licensing**

The Supplier must be licensed to perform the Services under all applicable acts and regulations of the Province of British Columbia. Licenses must be in good standing throughout the duration of the Contract. Failure to maintain licenses and qualifications will constitute a breach of the Contract.

#### **6.3 Taxes**

The Supplier will pay in full any applicable federal, provincial and municipal taxes which are the obligation of the Supplier and which are in force for the time being, throughout the duration of the Contract.

#### **6.4 WCB**

The Supplier will be registered in good standing with the Workers' Compensation Board of British Columbia for the duration of the Contract.

#### **6.5 Safety and Health and Harassment/Human Rights**

Camosun has published Safety and Health and Harassment/Human Rights policies. All Suppliers must perform all work following these guidelines in addition to all applicable laws. A full copy of the Safety and Health and Harassment/Human Rights policy can be obtained by requesting a faxed copy by calling the Purchasing Office at 250-370-3044.

## **7. INSURANCE**

### **7.1 Mandatory Insurance Terms**

All the insurance policies which the Supplier is required to obtain will provide:

- (a) that the insurance will not be cancelled, or materially changed in any way without the insurer giving at least thirty days (30) prior written notice to Camosun;
- (b) will be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia;
- (c) will be at no expense to Camosun;

### **7.2 Supplier's Insurance Coverage**

The Supplier, during the term of the Contract, will provide and maintain the following insurance which will be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to Camosun:

- (a) automobile liability coverage on all licensed vehicles owned by or leased to the Supplier, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees under the Contract. Such insurance will be for an adequate amount acceptable to Camosun and will in any event be not less than \$1,000,000.00 inclusive of any one accident.
- (b) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence, against bodily injury and property damage and including liability assumed under Contract. The college is to be added as an additional insured under this policy.

The Supplier will ascertain that all sub-consultants employed by the Supplier carry insurance in the form and limits specified in this Section 7.

Evidence of insurance in such form as may be required will be lodged with Camosun prior to the commencement of any of the Supplier's services.

Any liability of the Supplier under the Contract will not be affected by the provisions of this Section 7.

### **7.3 Camosun's Insurance Coverage**

Camosun will provide for its own benefit, as well as for the benefit of the Supplier and its sub-consultants:

- (a) Comprehensive General Liability coverage protecting Camosun, the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Supplier, the Supplier's sub-consultants, and their respective servants, agents or employees under this agreement. Such insurance will be for an amount of

\$10,000,000.00 inclusive for any one occurrence, and will include a standard form of cross-liability clause. Camosun, the Supplier and his sub-consultants will observe and cause to be observed the terms, conditions and exclusions of such coverage and will be responsible for any failure to do so. Completed operations coverage will be maintained by Camosun for a period of not less than 24 months after the performance of the work; and

(b) All Risks Coverage covering all property of every description to be used for Uniformed Guards and Mobile Patrols, including structures, equipment furnishing, temporary works, and all other property to be installed in or supplied to or purchased for the work while at the place of work or elsewhere in Canada or the continental United States of America or in storage or in transit within and between these places (excluding ocean marine transit) and until erection, testing and the work of any portion thereof is completed and finally accepted by Camosun.

The Supplier and the Supplier's sub-consultants will observe or cause to be observed, the terms, conditions and exclusions of Camosun's coverage and be responsible for any failure to do so. This insurance will not cover any tools or equipment owned or rented by the Supplier or any sub-consultant.

Certificates evidencing Camosun's insurance may be obtained upon request to Camosun.

#### **7.4 Loss**

In the event of loss, the Supplier will immediately notify Camosun with full details of the incident. The Supplier will act in the best interests of Camosun and any adjustment of the loss with Insurers and repairs will be carried out subject to the instructions of Camosun. The Supplier will be entitled to such reasonable extension of time for completion of his services as Camosun may decide.

#### **7.5 Indemnity**

Notwithstanding the provision of insurance coverage by Camosun, the Supplier hereby agrees to indemnify and save harmless Camosun, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "claims") that Camosun may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Supplier or the Suppliers sub-consultants, servants, agents or employees, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of Camosun, its other consultants, assigns and authorized representatives or any other person.

### **8. REFERENCES**

#### **8.1 References**

Proposals must include at least 3 references for similar or relevant projects (for which the Supplier provided guard and patrol services) and include a contact name (key decision-maker), address, phone number and email address. A clear indication of the role played by the Supplier in each of these references must be included.



## **SCHEDULE A**

### **PROJECT BACKGROUND**

#### **INTRODUCTION**

Camosun College is a dynamic and innovative community college and is one of the most comprehensive public post-secondary institutions in the Province of British Columbia. The college offers a variety of programs including Career, Technical, Vocational, first and second year University Transfer, Adult Basic Education and English as a Second Language. As well, the college offers several co-op opportunities through the Co-Operative Education Programs (accredited by the Canadian Association for Co-Operative Education)

Our two campuses serve approximately 12,500 learners (8,600 full-time equivalents) registered in degree, diploma and certificate programs and a further 7,400 registrants in courses offered through our continuing education department. Each year Camosun welcomes over 500 Aboriginal students from over 50 Nations and over 700 International students. The College employs approx.1000 staff, has 50 building, and occupies a physical footprint of 120 acres, shared between the Interurban and Lansdowne campuses with an annual budget of \$100 million.

Camosun is also home to the Pacific Institute for Sport Excellence, a 117,570 sq ft centre which will eventually serve more than 18,000 students, 1,400 high performance Canadian athletes and thousands of Greater Victoria community members each year

Campus locations are:

Lansdowne Campus  
3100 Foul Bay Road  
Victoria, B.C.

Interurban Campus  
4461 Interurban Road  
Victoria, B.C.

Campus maps can be obtained from the college website:

<http://www.camosun.ca/about/campus-maps.html>

**SCHEDULE B**  
**THE SERVICES**

**SPECIFICATIONS/REQUIREMENTS**

The services listed below are the minimum Services that should be addressed in your Proposal. If the Supplier has other services to offer which would benefit the (DESCRIBE) project, the Supplier is free to include them in its Proposal.

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The Physical Resources Department, Camosun College (<http://camosun.ca/services/phys-res/>) invites proposals specifically for uniformed guard services and mobile patrols from those companies whose personnel are properly licensed and bonded in accordance with the Security Services Act of British Columbia. These services are required for our Lansdowne and Interurban campuses on evenings, weekends, statutory holidays and college closure during Christmas through to New Years Day, plus additional guards during peak periods such as early September and January, and any other occasion(s) as required and requested by the college. The college is seeking your creative ideas to assist us to continuously improve our uniformed guard and related services.

**Proponent Employees**

- a) Persons employed by the successful supplier in performing the work should be skilled or competent to properly perform that tasks assigned to them and when required by laws, rules, regulations, or the contract documents be qualified to do so. The supplier warrants that its employees have superior knowledge and skill required to perform the obligations of supplier under this agreement. Supplier further warrants that it will exercise a professional standard of care in performing its obligations under this agreement and monitoring its employees in the performance of the obligations delegated to them. The services will be delivered, at a minimum, in a professional and workmanlike manner designed to cause minimal disruption to Camosun's normal business functions.
  
- b) It is expressly understood and agreed that the personnel furnished by the proponent to perform any services shall be and remain the proponents' employees and under no circumstances are such personnel to be considered employees of Camosun College. The proponent assumes full responsibility for the actions of such personnel while performing the services and duties and shall be solely responsible for personnel's supervision, daily direction and control, payment of salary and bonuses (including withholding of income taxes and unemployment insurance, workers compensation, disability benefits and like). Proponent shall ensure that all personnel comply with all reasonable rules established by Camosun College for the conduct of its own employees on the premises and shall at all times conduct themselves in a fit and proper manner. The Guard supervisors will actively monitor their employees and check that they are performing the duties required of them by Camosun College and randomly check to see if they have full knowledge and understanding of the Post Orders (Guard Procedures Book), Emergency procedures/ Flowchart's issued by Camosun College Safety Department.

- c) All employees of the supplier performing work at the college will be required to possess a valid British Columbia Drivers license.
- d) The supplier will provide personnel considered adequate by the college to perform the duties assigned including a sufficient level of fitness to perform continuous foot and bicycle patrols. The guards required will be Class A or Class B. (Refer to Schedule A for description of Class A & B guards)
- e) The supplier shall arrange to have a National Canadian and United States Criminal Record Check (CRC) conducted by an entity that is approved by Camosun College in respect of each employee of Supplier who during the course of performing services to Camosun College hereunder, shall or is reasonably anticipated to have access to Camosun College premises, Camosun College confidential information and/or Camosun networks. Supplier must ensure that all checked personnel have completed the CRC process prior to their commencement of services for Camosun College. Checked personnel convicted of criminal offences shall not perform services for Camosun College. Camosun College may where the proposed services require a measure of high security, as determined by Camosun College Safety Department in its sole discretion, require supplier to ensure that CRC's are completed for suppliers checked personnel no less than once every 12 months or such other frequency as Camosun may reasonably deem necessary. Supplier shall annually certify to Camosun that its personnel have successfully passed a CRC.
- f) The supplier shall ensure that all personnel assigned as uniformed guard service to the college shall be experienced, well trained security personnel and shall receive no less than four (4); eight (8) hours college familiarization training per campus, at the supplier's expense. Should personnel be absent from a campus for over two months, at least a 4 hour re-familiarization shall take place on their return for each campus. All staff must be familiar with the "Guard Procedures Book", Dispatch Instructions and call out and emergency flowcharts issued by the College Safety Department.
- g) The supplier shall ensure that all personnel assigned be aware of the rights and freedoms of individuals with respect to the Criminal Code of Canada and the Human Rights Act of BC.
- h) The supplier's personnel shall not bear firearms, clubs, chemical deterrents, knives or any weapon while on any campus.
- i) The supplier shall ensure that guards do not allow friends or family to attend the College and interfere in guard duties at anytime unless it's for an emergency.
- j) The supplier shall ensure that their personnel do not use, or have in their possession, alcoholic beverages or prohibited drugs while on any campus.
- k) The supplier shall ensure that the college possesses a current listing of all the supplier's employees who may attend to the college site as uniformed guard or mobile patrol. The listing will include the full name, address, birth date, phone numbers and drivers license expiry.
- l) The supplier will supply all uniforms and equipment for its personnel who must be clearly visible at all times. Guards may be required at times to wear articles of college provided

clothing, such as a jacket or vest, which will identify the guard as someone assigned to the college.

- m) All supplier personnel performing work at either college location will be clean and neat in appearance at all times, uniforms must all be the same and consist of co-ordinated colors, well tailored and be of good quality material, regardless of season.
- n) Supplier shall be solely responsible for the management of substitution of its employees as well as supervision, discipline, and all matters arising out of the normal relationship between employer and employee.
- o) Supplier will be responsible for any and all damages incurred to Camosun property or personnel resulting from negligence or mischief by suppliers personnel while on Camosun property.
- p) Camosun College reserves the right, in its sole discretion, to accept or reject any security guard(s) provided by the supplier. Supplier shall replace promptly (within 30 minutes) any of its employees and equipment which are unsatisfactory to Camosun. All requests for removal of security guards will be made in writing (email) by Camosun College after an initial phone call to the supervisor.
- q) Supplier shall provide all necessary supervision, equipment, accounting and management required for the proper performance of its obligations under this agreement.
- r) Supplier shall maintain, at its expense and in its main offices, a personnel file on each security guard used by supplier to perform the services. Such personnel file, which shall be promptly provided to Camosun at its request, shall include but not limited to documentation on:
  - a) All previous employment;
  - b) Records/certifications for training;
  - c) All adverse behavior reports;
  - d) Commendations;
  - e) Provincial licensing verifications and;
  - f) CRC
- s) Supplier must ensure all personnel servicing Camosun College have a valid “Level 1 First Aid certificate”
- t) Supplier agrees to provide on-going continuous improvement suggestions with respect to security, process and cost reduction strategies. This includes proper training and upgrading of services as trends and changes in legislation occur. Supplier must keep current with trends in criminal activity and relevant safety issues/concerns.
- u) The Proponent will be supplied a weekly “guard plus” report by Camosun College to be reviewed by the guard supervisor to ensure that all guard patrols are consistent as well as all

“guard plus” points at the campuses are patrolled in a pre-determined chronological order. Guards are to report not functional buttons to College Safety via the Incident report.

- v) Supplier will supply a weekly report showing the following:
- a. All mobile dispatches, showing time of dispatch and actual time of arrival at location and time of departure.
  - b. Report showing type of occurrence and location for mobile response.
  - c. Static guards start and end time of shift including any lateness or early finish.
  - d. Report showing all occurrence types while on patrol at the campus, including locations and times.

Report showing “guard plus” buttons which were missed by any guard

Uniformed Guards will:

- Follow the routes and patrol schedules prescribed by the college which involve supplied electronic guard tour devices for all weekdays from, 15:00 to 23:00 and weekends, 07:30 to 23:30, including statutory holidays (11) and 3 staff holidays, between Christmas and New Years, at each campus.
- Continual patrol of the grounds and buildings. It is anticipated that full and complete coverage of the electronic tour devices will occur a minimum of 3 times per shift. During the week day evening shifts there are college custodians on site that are responsible to ensure that buildings are vacant and secure. Each weekend from the 15<sup>th</sup> September through to the 30<sup>th</sup> April we have one custodian on duty at each campus. On weekends and holidays, guards are responsible for ensuring that buildings are vacant and secure. The first patrol checks the exterior entrances, gates, bollards and windows to ensure that the buildings and access at each campus are secure. The second tour can be brief visual with the third and final tour to be a comprehensive check to ensure the premises and grounds are safe and secure. The guards will be required to contact/liaise daily by radio and/or person with the custodial charge-hand on weekday evenings and identify which custodial staffs are on duty for both campuses. The guards on weekends are to make contact in person and by radio with the custodian on duty. Liaison with personnel is to be logged on the daily incident report.
- Notify the appropriate authorities or college contacts when necessary or prudent, or as dictated by college procedures.
- Complete a detailed report of their activities while on duty by written report or electronic means. This report must include full details on all incidents involving security and safety matters, complaints received, and any other matter that would warrant further attention or action by the college. Reports are to be completed by the end of each shift and delivered to the general offices of the Manager and Assistant Manager of College Safety at each respective campus. Any maintenance deficiencies are to be recorded on the maintenance deficiency report which is to be forwarded daily to the PRD office for each campus.
- Maintain high professional standards and provide client services in a courteous and respectful manner.
- Read, understand, comprehend and follow the instructions with the college Standards of Performance. This includes but is not limited to:

1. Guard Procedures booklet
  2. Emergency Flowcharts and call out lists
  3. Students Code Of Conduct documents.
  4. Site plan
  5. Physical Make Up Of College
  6. Alarm systems and Inventory
- Any guard may be tested on their knowledge of these documents at any time by College Safety and will be removed from the contract if knowledge is not sufficient. (7 out of 10 questions must be answered correctly or 70% on the first test). College Safety will then allow 2 weeks for guards to familiarize themselves again so that they reach a pass mark of at least 90% on a second test.
  - Be supplied with contractor owned pagers, cell phones as well as with college owned two way radios. They are required to use and monitor these devices for effective communication and response to incidents on campus.
  - Respond to any and all intrusion alarms, fire alarms, environmental alarms and liaise by phone during each shift with the Alarm Monitoring Service (AMS) and establish any additional working rapport. A response by a static guard on site is required within ten (10) minutes from receipt of alarm.
  - Mobile response must be on site within 20 minutes from receipt of an alarm.

The college may require bicycle patrols of the campuses. The supplier will supply and maintain suitable bicycles and safety equipment. The supplier will be responsible for the safe keeping of this type of equipment and the College will not be responsible for any damage or theft.

The college has a Guard Procedures and emergency alarms/phone protocol as well as an emergency procedures flowcharts manual that will be issued to the contractor for direction in the performance in their duties. These procedures may be supplemented and/or updated by on site training provided by the College Safety Department. Standards of Performance have been developed that are consistent with the Procedures manual. The college as well as the supplier's supervisors will undertake a continuous formal review of the guards' performance, measured against the Standards of Performance.

We wish to evaluate proposals for a fixed monthly cost for the uniformed guard services as described.

Fixed Monthly Cost \$\_\_\_\_\_

We also wish to have an hourly rate for each additional uniformed standing guard, as and when required, during:

- a) Weekdays and Weekends, 0600 –1800 \$\_\_\_\_\_
- b) Weekday and Weekend Evenings, 1800 –0600 \$\_\_\_\_\_
- c) Designated statutory holiday rates \$\_\_\_\_\_

## **MOBILE VEHICLE PATROL SERVICE**

The provision of mobile vehicle patrol services is required. This patrol shall consist of a minimum of three visits per campus between 11:00PM and 08:00AM seven days a week. This patrol will be responsible for completing the following duties:

- Visually checking all sides of the exterior of all buildings
- Building checks to ensure all perimeter doors are secured. This should be the first check each evening
- Visually checking all parking lots each time the mobile patrol visits each campus perimeter
- random building checks
- Regular security checks of the Technologies Building at Interurban campus.
- Regular security checks of the Pacific Institute of Sports Excellence Building (PISE) at Interurban campus.
- Respond to any and all intrusion, maintenance and fire alarms at both campuses. A response on site is required within a maximum of twenty (20) minutes from receipt of alarm.
- Recording these checks on college supplied electronic tour devices according to the requirements (time/location) provided by the college. The guards are to visit each tour device in a chronological pre-determined route.
- Opening the gate to P8 at Interurban Campus no earlier than 4:30am and no later than 5:15am everyday including all stats and holidays. Night/Afternoon guard to ensure the gate is locked at the end of his/her shift at 11PM every night.
- Other duties as designated in College procedures, by College Safety or by the weekend security report issued every Friday.

We wish to evaluate a fixed monthly cost for regular mobile vehicle patrol services and alarm response. Fixed Monthly Cost \$\_\_\_\_\_

The proposal should include the cost of up to \$10,000 as a Security Emergent Allowance to cover cost for special events, extra guard coverage and special security needs.

## **IMPLEMENTATION**

To implement your proposal please describe the following in detail:

- resources dedicated to contract implementation
- your internal training program and recruitment process
- your implementation and training plan
- your contract performance measurement methodology
- how to enhance integration of guard reporting/duties with College Safety needs

## **ADDITIONAL INFORMATION**

The College invites Proponents to submit any additional information that, while forming part of the proposal, must be set apart from the information relating to the service required. This may include:

- Special services which could be provided for the College
- Special services that could be provided for College employees
- Information which the Proponent believes to be relevant to the service requirements that have not been adequately solicited by this document (such as a corporate sponsorship policy, corporate policy on education, policy on maintaining leadership in the Proponents area of expertise)
- Additional related services which the Proponent may be able to provide
- Any other information or offering which the Proponent may believe to be an incentive to the consideration of its proposal.

The award of this RFP will be based primarily on the minimum services listed in Section C, however, any additional services proposed will be seriously considered.



**SCHEDULE C**  
**PROPOSAL EVALUATION**

Please provide the following information for each evaluation factor.

❖ **Experience of Supplier –30 points**

❖ **Project team, availability and commitment –30 points**

❖ **Cost Effectiveness –20 points**

- Delivery of the (including the Services) in the most cost effective manner.

❖ **References- 10 points**

- Provide at least 3 references for similar or relevant projects (for which the Supplier provided Uniformed Guards and Patrol Services, and include a contact name (key decision-maker), address, phone number and email address. A clear indication of the role played by the Supplier in each of these references must be included.

❖ **Added value and unique offerings as solely determined by Camosun –10 points**

- Set out specific offerings as to improvements which can be made to Uniformed Guards and Patrol Services. Discuss the likely cost impact of such offerings. Whether such offerings are of value to Camosun, and the extent of such value will be determined in the sole and unfettered opinion of Camosun.
- Special services which could be provided for Camosun.
- Information which the Supplier believes to be relevant to the service requirements that have not been adequately solicited by this document (such as a corporate sponsorship policy, corporate policy on education, policy on maintaining leadership in the Suppliers area of expertise)
- Additional related services which the Supplier may be able to provide.
- Any other information or offering which the Supplier may believe to be an incentive to the consideration of its Proposal.

**SCHEDULE D  
PROPOSAL FORM**

**Project Title:** 10-02-2043  
**Uniformed Guards and Patrol Services**

**Location:** Victoria, British Columbia

**Submitted to:** Camosun College  
Purchasing Department  
Request for Proposal #  
Paul Building, Room 201  
3100 Foul Bay Road  
Victoria, B.C.  
V8P 5J2

We, the undersigned (the "Supplier") hereby submit our Proposal to provide the Services, in response to and subject to the terms and conditions of the Request for Proposals made by Camosun dated February 9, 2010 and all Addenda issued to date in respect thereof (collectively, the "RFP") in relation to the supply of Uniformed Guards and Patrol Services.

**Definitions**

Unless a contrary intention is clearly indicated herein, terms and expressions used in this Proposal and not defined herein, but which are defined in the RFP, have the meanings given to them in the RFP.

**Proposal Firm and Irrevocable**

This Proposal constitutes a firm offer to Camosun, which we agree is irrevocable, binding on us, and cannot be withdrawn until 90 days after the Closing Time stipulated in the RFP (or such later Closing Time as may be extended by Camosun by addenda), or until the Contract for the Services is executed and delivered by both Camosun and a provider of the Services who is not the Supplier, whichever is earlier.

We agree that if the Supplier is accepted by Camosun, the Supplier will finalize the Contract generally in accordance with the RFP and within 8 weeks of the public announcement by Camosun of the Supplier for the Services. If the parties do not finalize the Contract to the satisfaction of Camosun during this time period, then the Supplier agrees and acknowledges that Camosun is entitled to break off negotiations with the Supplier and make alternative arrangements for the provision of the Services, if Camosun so chooses.

**Performance**

We agree to perform the Services to the quality, in the manner specified in, and in full compliance with the RFP, and agree to assume all obligations and liabilities imposed upon the Supplier by the RFP. We agree that if our Proposal varies from any terms or conditions set out in the RFP, even if we are accepted as Supplier, this does not mean that Camosun accepts any such variances.

**Price**

We agree:

- a) to perform the Contract and to accept, as full compensation therefore, the applicable payments specified in our Proposal; and
- b) that, unless otherwise expressly stipulated in the Contract, we will receive no payment or other compensation under the Contract.

All prices stated in our Proposal, and in any submissions included with or incorporated into our Proposal, are expressed in Canadian currency and are all-inclusive, excluding GST.

**RFP Review**

We agree that this Proposal is subject to the provisions of the RFP, including all privileges, exclusions and limitations of liability in favour of Camosun. We have notified Camosun of any deficiencies in, or omissions from the RFP. We certify that we have examined and are fully familiar with all of the provisions of the RFP and any addenda issued pursuant thereto; that we have carefully checked all the facts and figures and all statements made in this Proposal; that we have conducted such investigations as are prudent and reasonable in preparing this Proposal, including a thorough review of the Reference Documents if any and all such other matters which may in any way affect our performance of the Services.

**No Collusion or Conflict**

In preparing and submitting this Proposal, we represent, warrant and confirm that we have not discussed or communicated, directly or indirectly, with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any other such person regarding the content or presentation of their Proposals. This Proposal has been submitted without any connection, knowledge, collusion, comparison of figures or arrangement with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any such person. Neither we, nor any of our partners (if we are a partnership), or any of our members (if we are a joint venture or consortium), have any interest whatsoever in the Proposal of any person who is submitting a Proposal to provide the Services, either directly or indirectly, and we have not entered into any formal or informal arrangement, agreement or understanding before the submission of this Proposal that would have such a result.

**Evidence of Authority**

By executing this Proposal, each of the undersigned parties and persons represent and warrant that it has full authority to do so and to bind the corporation(s), joint venture(s), consortium (consortia) and partnership(s) on whose behalf they have executed this Proposal, and that the Proposal is binding and enforceable against them in accordance with its terms. If required by Camosun, the undersigned will provide evidence of good standing of the corporation(s), the joint venture(s) or the partnership(s) which constitute the Supplier, together with evidence that the person(s) signing this Proposal on their behalf is/are authorized to bind the Supplier (and also each member of any joint venture, consortium or partnership forming the Supplier) to this Proposal and to the Contract contemplated by this Proposal.

**IN WITNESS WHEREOF** we have executed this Proposal as of the \_\_\_\_ day of \_\_\_\_\_, 2010.

Supplier:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Street Address or Postal Box Number)

(Apply Seal if Available)

\_\_\_\_\_

(City, Province & Postal Code)

**Authorized Signatory:** \_\_\_\_\_

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

(Please Print or Type)

**Witness:** \_\_\_\_\_

**IF THE SUPPLIER IS A JOINT VENTURE:**

Executed and delivered by:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Street Address or Postal Box Number)

(Apply Seal if Available)

\_\_\_\_\_

(City, Province & Postal Code)

**Authorized Signatory:** \_\_\_\_\_

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

(Please Print or Type)

(Name) \_\_\_\_\_

(Street Address or Postal Box Number) \_\_\_\_\_

(Apply Seal if Available)

(City, Province & Postal Code) \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

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

(Please Print or Type)

**SCHEDULE E**  
**REFERENCE DOCUMENTS**

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