

# **R** E Q U E S T F O R Q U O T A T I O N

FOR

2013 Engineering Consulting Services  
for Various Remedial Work at Maple Court Waterloo ON

Date issued: *July, 9, 2013*

Solicitation Closes: *July 30, 2013*

Solicitation File # : 201301944

Originating Department: DMRE

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## GENERAL INFORMATION

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 wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Human Resources and Skills Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Diane Finley.

CMHC has more than 2,000 people 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.

## BACKGROUND

CMHC owns 50 residential townhouse units built in 1948 for veteran housing. These two-storey townhouses consist of 13 two bedroom, 35 three bedroom and 2 four bedroom units in 12 blocks located on 4 streets on a 4.5 acre site known as Maple Court. The municipal addresses in Waterloo Ontario are as follows:

26-36 University Ave W.  
2-11 State Court  
242-266 State Street  
1-22 Maple Court.

## OBJECTIVE

CMHC would like to enter into a fixed price contract with a qualified engineering consultant to manage all aspects of various remedial repairs / replacements. Window replacement, site drainage and grading as well as the resetting of sunken concrete porches that impinge upon adjacent natural gas supply lines have been identified as concerns. The consultant is to provide project management services, cost estimates, provide alternative solutions, provide specifications, public tender documents, tender evaluations and recommendation and to supervise all aspects of the work to completion.

**All requirements in this RFQ are mandatory.**

## SCOPE OF WORK

The consultant shall:

### **Part A -Assessment**

1. Assess window replacement, and related water damaged components.
2. Assess site grading, water runoff and drainage and determine the means of water egress into the basements.
3. Assess the rerouting of gas supply lines adjacent to and infringed upon by concrete porches.
4. Assess the condition of existing concrete stairs, porches and rails, and also the leveling and stabilizing of those concrete porches.

5. Provide a report to CMHC outlining the findings and options / recommendations with alternatives and associated estimated costs for the repair/ replacement of the remedial work.

**Part B -Remedial Action Plan**

1. Develop a remedial action plan in conjunction with CMHC based on the various options and cost estimates developed in **Part A**.

**Part C -Preparation of Specifications and Tender Documents for Remedial Work**

This work shall include but may not be limited to the following:

1. Present findings / recommendations with options to CMHC.
2. Develop specifications and tender documentation to facilitate the remedial repairs. These documents will be based on the Remedial Action Plan developed in Part B above. It is anticipated that this work will be contracted by way of a Public Tender in accordance with CMHC procurement policies and procedures.

**Part D -Tendering of the Remedial Work including Tender Results Analysis and Recommendations to CMHC**

This work shall include but may not be limited to the following:

1. Administer the tendering process in conjunction with CMHC.
2. Tender the scope of work by Public Tender. Advertising invoices will be reimbursed by CMHC.
3. Submit completed tenders to CMHC. The opening of the tenders will be completed at the Toronto office of CMHC with representation from CMHC and the Consultant.
4. Analyze tender documentation received and present findings and recommendations to CMHC.
5. Assist CMHC in negotiation / signing of Contract with successful Contractor(s). Prepare contract using approved documents.

**Part E - Project Management, Contract Administration and Inspection of the Remedial Work**

This work shall include but may not be limited to the following:

1. Administer the terms and conditions of Contract between Contractor and CMHC.
2. Conduct pre-construction meetings.
3. Ensure all permits, insurance, bonds, etc. are in place.
4. The Consultant shall, for the duration of the project, schedule a minimum of one weekly site inspection based on the critical components within the repair program, to satisfy himself that the work is in compliance with specifications. The consultant shall also provide monitoring reports of each site visit. The reports shall be sent to CMHC within 24hrs of the site visit. The Consultant shall co-ordinate a time to meet a representative from CMHC on-site.
5. Submit contemplated changes for approval to CMHC prior to authorizing the work.
6. Inform CMHC of site instructions that will have cost implications prior to issuing to the contractor.
7. Chair bi-weekly (weekly if required) site meetings and prepare minutes and issue to all parties.
8. Review and approve shop drawings, etc.
9. Assist CMHC in informing Tenants and developing information flyers.

10. Verify work completed for progress advance purposes and issue necessary payment certificates / documentation to facilitate payment by CMHC to the Contractor.
11. Conduct and/or facilitate all required testing and materials evaluation / sampling as required.
12. Close-out Contract with Contractor ensuring that all applicable documentation is in place and that all deficiencies have been rectified.
13. Carry out the necessary warranty reviews.
14. Consultant's responsibilities / duties shall include all of the above contract administration and inspection of remedial work within the project to meet 100% completion.

### **CONSTRAINTS**

The Consultant shall conduct the work required in this RFQ in accordance with, but shall not be limited to, the following standards and regulatory agencies:

- "Occupational Health and Safety Act" Ontario Ministry of Labour (MOL)
- Applicable Municipal, Provincial and Federal regulations

### **DELIVERABLES**

Provide estimated dates of completion for each stage of work (based on an anticipated start date of [August 9, 2013](#)).

<b>Part</b>	<b>Description</b>	<b>Deliverable</b>	<b>Completion Date</b>
<b>Part A</b>	Assessment	Report	
<b>Part B</b>	Remedial Action plan	Report	
<b>Part C</b>	Preparation of Specifications and tender documents	Tender Documents	
<b>Part D</b>	Tendering, Results Analysis and Recommendations	Analysis Report and Recommendation	
<b>Part E</b>	Project Management	Monitoring reports and certificate of completion.	

### **MANDATORY SITE MEETING**

Prior to submitting a quote bidders **must** attend a mandatory site meeting to gain an understanding of the nature and complexity of the site. This will provide the bidders with a sense of the magnitude of the requirements specified in the tender document. Bidders will have the opportunity to ask questions and raise any concerns with respect to the Request for Quote (RFQ).

CMHC shall hold the mandatory site meeting as follows:

Monday [July 15, 2013 at 10:30 a.m.](#) in the parking area adjacent to 9 Maple Court Waterloo ON.

Not later than 2:00 pm on July 11, 2013 bidders should send confirmation of attendance including the name(s) of the person(s) who will be attending, to Heather Forsyth via email [hforsyth@cmhc-schl.gc.ca](mailto:hforsyth@cmhc-schl.gc.ca). Bidders, who for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and will therefore be rejected as non compliant. No exceptions will be made.

## PRICE QUOTATION

The proponent must submit a fixed (firm) price relative to all of the goods/services and deliverables outlined in this RFQ.

All prices and amounts of money are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated.

Costs for each stage of the work shall be based on a lump sum price inclusive of all fees, disbursements, travel, etc. Consultants shall be paid for their work at the completion of each stage and acceptance by CMHC.

<b>Part</b>	<b>Description</b>	<b>Deliverable</b>	<b>Quote</b>
<b>Part A</b>	Assessment	Report	
<b>Part B</b>	Remedial Action plan	Report	
<b>Part C</b>	Preparation of Specifications and tender documents	Tender Documents	
<b>Part D</b>	Tendering, Results Analysis and Recommendations	Analysis Report and Recommendation	
<b>Part E</b>	Project Management	Monitoring reports and certificate of completion.	
		<b>Sub Total</b>	
		HST	
		<b>Total</b>	

## SUBMISSION INSTRUCTIONS

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Proponents are required to submit their **signed** quote to EBID@cmhc-schl.gc.ca, by **2:00 pm., July 30, 2013**. The subject line of the transmission must state: **RFQ, file #201301944**.

**Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that proponents submit their quote in multiple smaller files.**

Timely and correct delivery of quotes to the exact specified quotation delivery address is the sole responsibility of the proponent. All risks and consequences of incorrect delivery of quotes are the responsibility of the proponent. CMHC will not assume or have transferred to it those responsibilities. All registered times will be in accordance with the time CMHC computer servers **receive** the submission, not the time the quotation was sent by the proponent\*. Submissions received after **2:00 p.m. July 30, 2013** will not be accepted.

\* Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed for quotations to be received.

## **FORMAT**

Quotations may be submitted in MS Word, Lotus WordPro or Adobe Acrobat PDF in English or in French.

NOTE: In certain email programs the "Send" format may need to be specified as either "HTML" or "Plain Text". Rich Text formatted or Compressed (Zipped) documents cannot be opened by CMHC.

## **PROPONENT SELECTION**

The policy pertaining to the selection of suppliers is based on the principle that all suppliers must be treated fairly and equally. Suppliers are defined as an individual or firm that could provide, or has provided, goods or services or construction under contract.

CMHC utilizes the Supplier Information (SI) database, maintained by **Business Access Canada** as the Official CMHC source list. All proponents **must** be registered with **Business Access Canada** prior to submitting a proposal. The Procurement Business Number (PBN) provided by **Business Access Canada** must be included with your proposal. If you are not registered, and you wish to do so, you may access **Business Access Canada** (<https://buyandsell.gc.ca/>) or you may call their Information Line at: 1-800-811-1148). Present Suppliers not registered with Business Access Canada are required to self-register on the SI via the Business Access Canada Web site.

CMHC shall conduct the RFQ process in a visibly fair manner and will treat all proponents equitably. It is intended that the lowest cost quotation will be accepted, however, CMHC reserves the right to accept or reject any or all quotations and to verify that the supplier is able to meet the conditions outlined in the RFQ prior to awarding a contract.

Without changing the intent of this RFQ or the lead proponent's quotation, CMHC will enter into discussions with the lead proponent for the purpose of finalizing the contract. If at any time CMHC decides that the lead proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary proponent may meet the requirements, CMHC will continue the process with the secondary proponent and so on.

Announcement of the successful proponent will be made to all proponents following the signing of a contract.

## **TERMS AND CONDITIONS OF THE REQUEST FOR QUOTATION**

### **1. INVOICING**

The Contractor must allow 30 days from delivery of invoice for payment without interest charges. The Contractor may not invoice prior to performance of the service or delivery of the goods.

### **2. NON-COMPLIANCE OR DEFAULT BY CONTRACTOR**

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of this RFQ, or is in default in any other manner under any ensuing contract, CMHC may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to the contract, which moneys may be set off by the Corporation against any expenses that it may incur in remedying a default or failures as described above.

### **3. OWNERSHIP**

(a) Any and all information prepared exclusively for the Corporation shall remain the property of the Corporation and all copyrights thereto are the property of the Corporation and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.

(b) Any and all information relating to the Corporation and obtained by the Contractor during the course of execution of its duties under any ensuing contract shall remain the property of the Corporation and shall not be used in any way or disclosed to anyone without the prior written consent of the Corporation.

### **4. DELIVERY**

Unless instructed otherwise, delivery of the services and/or goods hereunder shall be made free and clear of all liens and encumbrances, in the manner and to the destination stipulated. CMHC reserves the right to refuse pre shipment and, in addition to any other remedy or remedies which CMHC may have, CMHC reserves the right to cancel any ensuing contract in whole or in part if deliveries are not made as stipulated in any ensuing contract.

**5. CONFIDENTIALITY**

All plans, drawings, specifications and other information, patterns, dies and other tools supplied by CMHC, and any information derived therefrom are confidential to CMHC and shall not be disclosed by the Contractor to any third party without the prior written consent of CMHC, or made use of by the Contractor except for the purpose of executing the work hereunder. All such plans, drawings, specifications and other information, patterns, dies and other tools shall be and remain the property of CMHC and shall be returned by the Contractor to CMHC upon request.

**6. INSPECTION AND ACCEPTANCE**

All goods and/or services supplied under any ensuing contract are subject to inspection and acceptance by CMHC within a reasonable time after receipt thereof. CMHC will notify the Contractor in writing of the rejection of any goods and/or services which are not in accordance with the description or specifications stipulated in any ensuing contract, and such goods and/or services will then be held at the Contractor's risk for disposition by it and subject to all charges accruing as a result of such rejection.

**7. WARRANTY**

The Contractor warrants and guarantees that the goods and/or services supplied under any ensuing contract are fit for the particular purpose or use for which they are purchased by CMHC and will perform in accordance with specifications and the Contractor also warrants and guarantees the goods against any and all defects in material, workmanship or design. This warranty and guarantee is in addition to any and all warranties and guarantees of the Contractor arising by operation of law and nothing contained herein shall be construed as limiting or restricting such warranties or guarantees or any right or remedy which CMHC may have.

**8. INSURANCE**

It shall be the sole responsibility of the Contractor to determine what, if any, insurance coverage is necessary for its own protection or to fulfill its obligation under any ensuing contract. Any such insurance shall be provided and maintained by the Contractor at its own expense.

**9. INCOME TAX REPORTING REQUIREMENT**

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments made by the Corporation to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers (including the Contractor's social insurance number and/or corporate identification number) in order to allow it to complete the T1204 supplementary slip. The Winning Proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to execution of any ensuing contract.

**10. COMPLIANCE WITH LAWS**



The Contractor shall comply fully with all applicable laws, ordinances, rules, regulations, code and standards, whether federal, provincial, or local, and shall furnish CMHC such evidence of compliance as CMHC may require at any time.

#### **11. INDEMNITY**

The Contractor shall indemnify and save harmless CMHC from and against all claims, debts, demands, suits, actions and causes of action whatsoever and all losses, costs, damages, expenses and liabilities which may be suffered or incurred by CMHC, arising out of or in connection with (whether directly or indirectly, or by reason of negligence or otherwise) the supplying of goods under any ensuing contract or any matter or thing done, suffered or permitted or omitted to be done by, or the operations of the Contractor, its subcontractors, or its or their employees or agents, under said contract.

#### **12. TERMINATION**

If the Contractor shall become insolvent or shall make any assignment for the benefit of creditors or a receiver or trustee shall be appointed for all or part of its property, or if the contractor shall default in the observance or performance of any of its obligations hereunder, the contract may forthwith be cancelled at the option of CMHC without liability.

#### **13. ASSIGNMENT**

The Contractor may not assign the whole or any part of its rights or obligations arising out of any ensuing contract without the prior written consent of CMHC.

#### **14. DECLARATION RE: BID RIGGING, COLLUSION AND GRATUITIES**

In submitting its quotation, the Contractor certifies that:

- (a) prices as submitted have been arrived at independently from those of any other Contractor;
- (b) the prices as submitted have not been knowingly disclosed by the Contractor, and will not knowingly be disclosed by the Contractor prior to award, directly or indirectly, to any other Contractor or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a quotation, for the purpose of restricting competition.
- (d) In submitting its quotation, the proponent certifies that no representative for the Contractor has offered or given a gratuity (e.g. an entertainment or gift) to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain a contract or favourable treatment under a contract.

#### **15. ACCESS TO CMHC PROPERTY**

CMHC agrees to permit access by the Contractor's employees onto CMHC's premises for the purpose of fulfilling its obligations under any ensuing contract. However, CMHC reserves the right to refuse entry of the Contractor's personnel in cases of emergencies. CMHC further reserves the right to remove from and/or

refuse entry to the work site, at any time, any Contractor's personnel who are incompetent or intemperate, or who violate CMHC's Safety and/or Security regulations or interfere with CMHC's operations.

The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

**16. CMHC PROPERTY**

The Contractor shall be responsible for all loss or damage to CMHC's property delivered to, or in custody of, the Contractor in connection with a contract from the time of such delivery or custody until said property is returned to CMHC.

**17. INDEPENDENT CONTRACTOR**

Any ensuing contract is an agreement for the provision or performance of goods and/or services and neither the Contractor, nor any of its employees, officers, or agents is engaged as an employee or agent of CMHC. The Contractor agrees to so advise its employees, officers, and agents.

**18. EXTRAS**

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

**19. SECURITY CLEARANCE**

The Contractor agrees that it or any other persons for which it is responsible who are to perform the Contractor's obligations under any ensuing contract shall not be acceptable to CMHC unless, at the request of CMHC, those persons have received a security clearance from CMHC's Corporate Security and Risk Management. It is agreed that should the Contractor or any other person who is to perform work under any ensuing contract and for whom the Contractor is responsible, fail to receive such a security clearance, that CMHC shall have the sole discretion to exclude such person from performing any work on any ensuing contract, or to terminate an existing contract immediately.

**20. SEVERABILITY**

If any provisions of the Terms and Conditions of any ensuing contract shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of the Terms and Conditions of any ensuing contract and shall in no way affect or impair the validity or the enforceability of the remaining provisions of the contract.