

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

FOR

## *Fire Protection System Inspections*

Date issued: March 7, 2017

Solicitation File #:  
201700569

Solicitation Closes:  
2:00 PM EDT, March 21, 2017

Originating Department:  
Granville Island

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Security Classification: PROTECTED

*Ce document est disponible en français sur demande*

Canada



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

## **SCOPE OF WORK**

### **1.1 Statement of Work**

Canada Mortgage and Housing Corporation (CMHC) requires a proponent to undertake and provide all labour, parts, tools, and equipment necessary to test, inspect, service, and repair fire protection and safety equipment in 16 buildings managed by CMHC on Granville Island.

The proponent will be responsible for, although not limited to, servicing the systems and locations outlined in Schedule A. The proponent will be required to update and maintain a complete list of all systems and locations serviced on Granville Island. The list must be provided to the Contract Administrator once completed and following any revision or update.

Currently nine (9) of the buildings are being monitored, the monitoring services are provided by one (1) Supplier. The proponent is required to service and repair all panels, inclusive of proprietary manufactured panels. The proponent will meet or exceed the National Fire Code of Canada.

### **1.2 Response Time**

The proponent must be available on-call, 24 hours a day, 7 days a week. Should an emergency arise the proponent's response time is critical and they must be available onsite within two (2) hours of notification.

### **1.3 Repairs and Replacements**

Repairs of fire protection systems may be carried out after CMHC requested inspections, provided that CMHC is notified and approves of the repairs. The proponent may make necessary repairs and replacements to systems, up to \$500.00 per items (including parts and labour), during the course of CMHC requested inspections only if failure to do so would leave CMHC owned systems non-functional or non-compliant to fire code. Notwithstanding the above, any repairs or replacements of tenant owned equipment or extinguishers must be specifically requested by CMHC after the receipt of an inspection report from the proponent.

Extinguishers within tenant spaces are the responsibility of the tenants and not part of this agreement, unless inspections are specifically requested by CMHC; any repairs or replacements must be specifically approved by CMHC after an inspection report is submitted.

#### **1.4 Sub-Contractors**

This agreement does not allow for the use of subcontractors for any work, unless pre-authorized by CMHC. To ensure consistency, if a sub-contractor is to be used, the company name, their specific work, and pricing must be listed as per Table C identified in the PRICE QUOTATION. The use of any sub-contractors will be preauthorized in advance of the contract and CMHC reserves the right to reject proposed sub-contractors for any reason. The proponent will remain the primary contact for all goods and services outlined in the scope. CMHC will not work directly with any of the proposed sub-contractors.

#### **1.5 Invoice**

Invoicing will be a detailed breakdown of the services completed and their locations. All goods and services must be shown as line items to ensure ease of verification with contract pricing tables.

#### **1.6 Other**

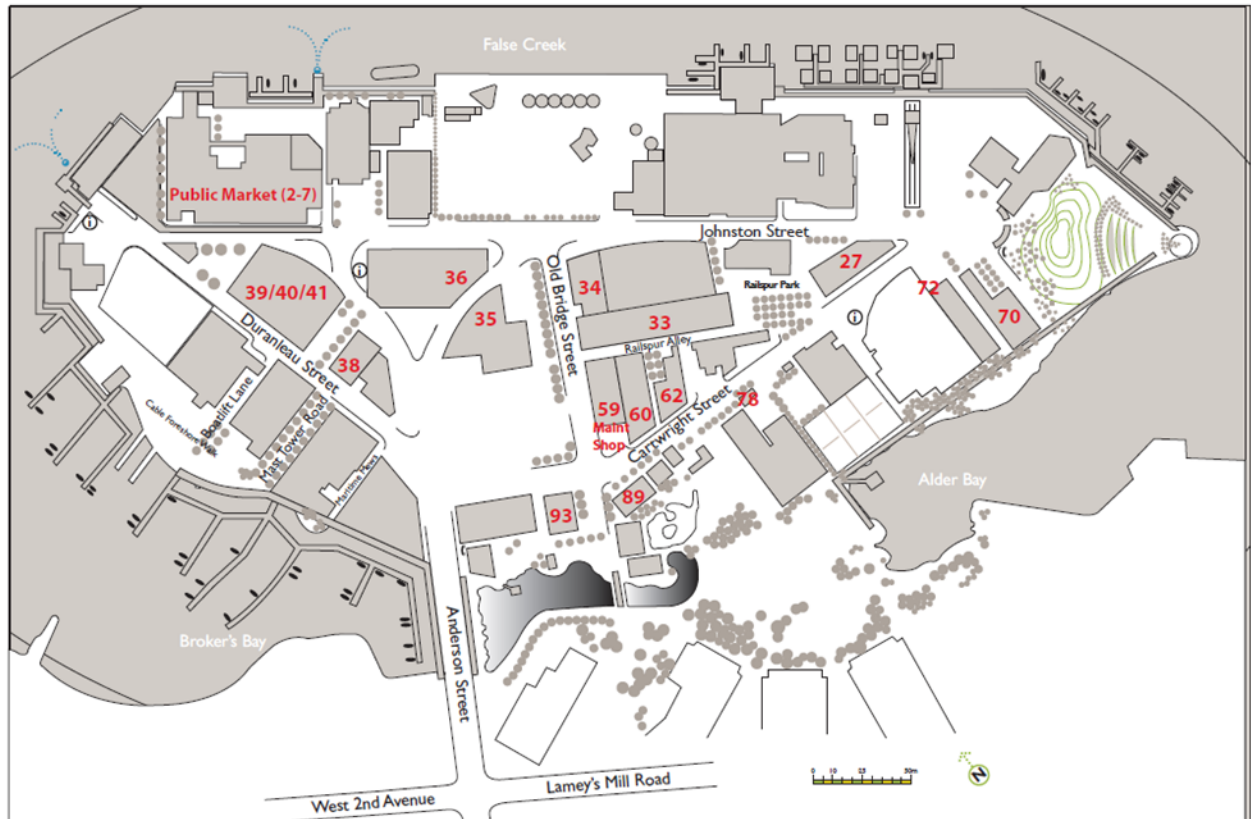
CMHC will provide the successful proponent with the use of a scissor lift and boom lift as requested, when available, for necessary work included in the scope. The lifts will only be provided to a trained operator.

While the proponent is on-site performing work for CMHC, parking accommodations will be granted.

CMHC will coordinate access to the various buildings (see map below) as well as tenant spaces (when necessary).

Smoke sensitivity tests and exit lights are not part of this agreement.

### CMHC - Building Nos.



### DELIVERABLES

The resulting contract agreement shall be for a period of one (1) year commencing on April 1, 2017 and ending on March 31, 2018.

The contract agreement may be renewed, at the sole discretion of CMHC, for an additional two year period, not to exceed a cumulative total of three (3) years, including the initial term.

The anticipated value of this service is not expected to exceed \$60,000.00 CDN, including all applicable taxes for the initial term of the agreement.

**CONTRACTOR'S INFORMATION**

Company Name:			
Address:			
Phone #:		E-mail:	
Fax #:		Contact name/title:	
Legal Structure of Contractor (mark one <input 3"="" checked="" type="checkbox&gt;):&lt;/td&gt; &lt;td&gt;Limited Company&lt;/td&gt; &lt;td&gt;Partnership&lt;/td&gt; &lt;td&gt;Sole Proprietorship&lt;/td&gt; &lt;/tr&gt; &lt;tr&gt; &lt;td&gt;Names and titles/positions of officers, partners, principal&lt;/td&gt; &lt;td colspan="/>			
Year Established:			

**QUALIFICATIONS**

The proponent must confirm the company meets the following criteria:

Mandatory Criteria	Response (YES or NO)	Initials	Date
Minimum of five (5) years of commercial inspection and repair of fire protection and safety equipment related skills, knowledge, ability and experience.			
Three (3) comparable projects completed in the province of British Columbia  (Tenderers must provide detailed project information in the forms provided in Appendix "A")			

If the response to any of the above is "NO", your submission will be deemed non compliant and eliminated from further consideration.

**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.

**TABLE A – Fire Protection System Inspections**

The price per unit for inspection must be inclusive of all goods and services (ex. travel, labour, tools, equipment, etc.) required to provide the testing and certification of the fire protection systems and equipment. The pricing provided in Table A (see Schedule A) must be valid for the term of the agreement inclusive of potential renewals options.

**TABLE B – Repairs, Replacements, and Additional Goods and Services**

Additional costs may only be incurred for repairs and replacements at the rates specified in Table B. The proponent is responsible to list any additional fees in Table B – Other Services.

<b>Table B – Repairs, Replacements, and Additional Goods and Services</b>			
<b>Additional Services</b>			
<b>Hourly Rate for Regular Hours (Monday to Friday 7:00 a.m. to 7:00 p.m.)</b>	<b>Hourly Rate</b>		
	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>
Journeyman	\$	\$	\$
Apprentice	\$	\$	\$
Helper	\$	\$	\$
<b>Hourly Rate for OT Hours (Monday to Friday from 7:00 p.m. to 7:00 a.m., Saturday, Sunday, and Statutory Holidays)</b>			
Journeymen	\$	\$	\$
Apprentice	\$	\$	\$
Helper	\$	\$	\$
<b>Other Services (i.e. truck charge, call out rate, etc.)</b>			
Rate for materials / equipment / supplies	Cost+___%	Cost+___%	Cost+___%
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
8.	\$	\$	\$

**TABLE C – Subcontractor(s) Rate Charge**

Rates listed in Table C must be the rate charged to CMHC (inclusive of taxes and any mark-ups).

<b>Table C – Subcontractor(s) Rate Charge</b>					
Work	Name	Address	Hourly Rate		
			Y1	Y2	Y3
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

**SUBMISSION INSTRUCTIONS**

Proponents are required to submit their **signed** quote to EBID@cmhc-schl.gc.ca, by 2:00 PM EDT (**11:00 AM PDT**) on March 21, 2017. The subject line of the transmission must state: **RFQ, File #201700569**

**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 CLOSING TIME - 2:00 PM EDT (**11:00 AM PDT**) on March 21, 2017 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 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.

## **TENDERER'S MANDATORY SITE VISIT**

It is mandatory that the tenderer 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. The site visit will be held on **March 14, 2017 at 11:00AM (PDT)**. The site is located at the CMHC Granville Island Administration Office, 1661 Duranleau St, 2nd Floor, Vancouver. **The proponent must send confirmation of attendance** by 1:00PM (PDT) on March 13, 2017, including the name(s) of the person(s) who will be attending, via email to Ryan Lemay at [rlemay@cmhc.ca](mailto:rlemay@cmhc.ca) . A maximum of three (3) representatives from each firm will be allowed to attend. The tenderer who, for any reason, cannot attend at the specified date and time, will not be given an alternative appointment to view the site.

Tenderers are asked to meet in the Administration Office for an introduction to the project, followed by a question and answer period.

## **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.



Schedule A  
Fire Protection Systems and Locations

**Appendix "A"**  
**COMPARABLE PROJECT FORM**

**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):\_\_\_\_\_

## **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.

**WARRANTY (CONTINUED)**

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**

(a) Commercial General Liability Insurance - The Contractor will provide and maintain Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$5,000,000 per occurrence for bodily injury or damage to property including loss of use of such property. This policy shall include the following extensions:

- cross liability including severability of interest
- personal injury
- broad form property damage
- broad form completed operations
- blanket contractual liability
- employers liability (or confirmation that all employees including sub-contractors and independent contractors are covered by Workers Compensation)
- non owned automobile liability
- Canada Mortgage and Housing Corporation to be added as additional insured.
- 30 days prior written notice of cancellation to CMHC Granville Island Administration Office
- contractors liability to include operations of independent contractors (if not provided then each subcontractor must provide a certificate of insurance confirming that they have liability insurance as detailed in the RFQ).
- **failure to perform extension and/or Errors & Omissions liability**

(b) Automobile Insurance - The Contractor will provide and maintain Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$5,000,000 Third Party Liability for all motor vehicles used by the Contractor in the performance of this Contract.

(c) Fidelity Bond/Employee Dishonesty Insurance - The Contractor shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada. The policy shall extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under the contract. Insurance is to include a third party extension for a limit of not less than \$50,000.00

(d) Installation Floater With *no testing or commissioning exclusion*. The Contractor will provide and maintain an Installation Floater with an insurer licensed to do business in Canada in an amount not less than the value of the equipment/material being installed.

(e) Property Floater /Contractor's Equipment Insurance - The Contractor shall insure all property/equipment/tools brought onto the premises or otherwise in their care, custody, and control against direct physical loss or damage in an amount not less than the actual cash value of the equipment/tool.

(f) Other conditions - The Contractor shall abide by the rules and regulations pursuant to the workmen's compensation laws of the province where the work is performed and shall ensure permitted subcontractors abide by same.

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

All insurance policies required to be maintained by Contractor pursuant to this Section 8 shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it.

All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this Section 8. In addition the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this Section 8 intends to cancel, or intends to make or has made a material change to, any insurance referred to in this Section 8.

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's direction to grant or withhold its consent to a request to subcontract pursuant to Section 8, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of such subcontractor or independent contractor.

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

#### **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.