

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

FOR

Paving Services on Granville Island

Date issued: September 19, 2017

Solicitation Closes: October 3, 2017

Solicitation File # :
201702593

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Security Classification: PROTECTED

Ce document est disponible en français sur demande

All requirements in this RFQ are mandatory.

SCOPE OF WORK

The Canada Mortgage and Housing Corporation (CMHC) wishes to enter into a Services Purchase Agreement with a vendor(s) (hereafter referred to as the “Proponent(s)”) for the purpose of undertaking and/or providing services (all of which is hereinafter referred to as "the Services") for emergency and non-emergency asphalt paving, laying stone pavers, and concrete paving on Granville Island in Vancouver, British Columbia. The Proponent represents that it possesses the requisite skills, experience, labour, and resources to provide the following:

1.1 Asphalt Paving and Repair Services

The Proponent will apply asphalt paving and patch repair, including but not limited to:

- Excavation, removal, and recycling/disposal of existing asphalt and base materials
- Levelling and filling as necessary
- Installation of suitable base materials
- Installation of suitable asphalt for roadways, parking lots, or sidewalks
- Installation of drainage or storm systems
- Asphalt patch repair or crack sealing

1.2 Stone Pavers

The Proponent will provide the installation, removal, and repair of stone pavers, including but not limited to:

- Installation, removal and repair of pavers for roadways and walkways
- Installation of drainage or storm systems
- Removal and disposal of identified portions of old pavers or other materials (asphalt, concrete etc.) to be replaced
- Salvage of old pavers for re-use as directed
- Excavation of underlying material as needed
- Installation of suitable base materials
- Trenching and minor excavation
- Removal and installation of curbing
- Supply and installation a various construction materials (i.e. sand, gravel, aggregate)

1.3 Concrete Repair Services

The Proponent will provide concrete repair at roadways, parking lots, pedestrian walkways etc. as needed.

The concrete repair services will include, but are not limited to:

- Removal and disposal of identified portions of old concrete or other materials (asphalt, paving stones etc.) to be replaced
- Excavation of underlying material as needed
- Installation of suitable base materials
- Construction of form work as needed. All forms to be removed from site by Service Provider at job completion
- Pouring / Laying of applicable concrete as requested
- Texturing and finishing of concrete as requested
- Repair of existing concrete

1.4 Assignment and Subcontracting

Neither the whole nor any part of the Services may be subcontracted by the Proponent without the prior written consent of CMHC. The Proponent shall enter into contracts and written agreements with its subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of any ensuing contract.

The Proponent must provide the name and address of all sub-contractors it proposes to employ for any portion of the work in Appendix B.

1.5 Other

The Proponent warrants that the Services will be performed in a professional manner.

As required, the Services will be completed, outside of regular business hours of the Public Market on Granville Island, from 7:00 P.M. to 7:00 A.M. to minimize disruption. The Proponent will coordinate with the Granville Island Operations Department.

The Proponent may be required to provide emergency services and must be available on-call, 24 hours a day, 7 days a week. In the case of an emergency, the Proponent will respond, with adequate service levels, in less than two hours from notification.

The Proponent must provide a written quotation for each project, and receive written approval from an authorized representative of CMHC prior to commencement of any Services.

DELIVERABLES

This agreement is expected to be for a period of three (3) years, commencing on October 16, 2017 and ending on October 31, 2020.

The Services will be provided as requested, and the total value is not expected to exceed \$450,000.00 CAN for the term of the agreement, including all applicable taxes.

PROPONENT’S INFORMATION

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

QUALIFICATIONS

The proponent must confirm their Company meets the following criteria, if the response to any of the below is “NO”, your submission will be deemed non-compliant and eliminated from further consideration.

Mandatory Criteria	Response (YES or NO)	Initials	Date
Minimum of five (5) years of commercial/industrial paving services (including asphalt, stone pavers, and concrete paving), project management skills, knowledge, ability and experience.			
Three (3) comparable projects completed in the province of British Columbia (The proponent must provide detailed project information in the forms provided in Appendix “A”)			

PRICE QUOTATION

The proponent must submit pricing relative to all of the goods/services and deliverables outlined in this RFQ. All services will be as-requested and each project will be quoted using the pricing table below and be pre-approved by an authorized CMHC employee.

Good/Services (Year 1, 2, & 3)	Cost
Call-out/ Service Call/ Truck Charge (max. one charge per day)	\$
Equipment (cost + %)	%
Materials (cost + %)	%
Regular Labour Rates (Mon-Fri – 8 am – 5 pm)	
Supervisor Labour Rate	\$
Skilled Employee Labour Rate	\$
Overtime Labour Rates (Mon-Fri – after 5 pm, Sat-Sun, Stat)	
Supervisor Labour Rate	\$
Skilled Employee Labour Rate	\$
Equipment	Per Hour (unless specified)
Tool Truck	\$
Small Paver	\$
Large Paver	\$
Asphalt Roller	\$
Tandem Axel Dump Truck	\$
Mini Excavator	\$
Large Excavator	\$
Rubber Tire Back Hoe	\$
Skid Steer Bobcat	\$
Asphalt (per tonne)	\$
Plate Compactor	\$
Compact Track Loader	\$
Excavator	\$
Small Tool	\$
Cut-off Saw	\$
Equipment Move	\$
Other	
Traffic Control – Lane Technician with Truck	\$
Sub-Contractors (Appendix B + C) (cost + %)	%
	\$
	\$
	\$

 (Signature)

 (Name)

I have the authority to bind the Service Provider.

Should the Proponent have any rates, roles, or services not listed above, in which they intend to charge for the Services, these must be identified in the blank spaces provided. ALL rates must be included, CMHC will not pay for any goods/services excluded or omitted from the pricing tables.

The pricing provided in the table above, will form part of the contract and must be fixed for the term of the contract.

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.

SUBMISSION INSTRUCTIONS

Proponents are required to submit their **signed** quote to EBID@cmhc-schl.gc.ca, by 2:00 PM EDT, Ottawa time, Tuesday October 3, 2017. The subject line of the transmission must state: **RFQ, FILE # 201702593.**

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 PM EDT, Tuesday October 3, 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.

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.

Appendix A – Comparable Project Form

PROJECT 1

Project Name : _____
Name of the Client : _____
Contact Person and E-mail: _____

Description of the project and relevance to present requirements:

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 E-mail: _____

Description of the project and relevance to present requirements:

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 E-mail: _____

Description of the project and relevance to present requirements:

Awarded contract cost: \$ _____ Final contract cost: \$ _____

Scheduled completion date: _____ Actual completion date: _____

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

Appendix B – Sub-Contractors

The Contractor shall list below the name and address of all sub-contractors it proposes to employ for any portion of the work. When work for trades other than those listed is sub-contracted, the work shall be identified in the blank spaces provided.

For each subcontractor, the Contractor must complete the Pricing Table included in Appendix C.

Where a sub-contractor is not named, it will be assumed that the Contractor intends to use its own forces; and it is understood and agreed that no substitution of sub-contractors may be made, and that additional work may not be sub-contracted, without consent of CMHC having been previously obtained in writing.

WORK SUB-CONTRACTED	NAME	ADDRESS
Excavation and Related Work		
Concrete Work		
Masonry		
Asphalt Paving		
Stone Paving Work		

Appendix B – Sub-Contractors Pricing

For each proposed subcontractor, the proponent must submit pricing relative to the goods/services and deliverables they intend to subcontract. All services will be as-requested and each project will be quoted using the pricing table below and be pre-approved by an authorized CMHC employee.

Good/Services (Year 1, 2, & 3)	Cost
Call-out/ Service Call/ Truck Charge (max. one charge per day)	\$
Equipment (cost + %)	%
Materials (cost + %)	%
Regular Labour Rates (Mon-Fri – 8 am – 5 pm)	
Supervisor Labour Rate	\$
Skilled Employee Labour Rate	\$
Overtime Labour Rates (Mon-Fri – after 5 pm, Sat-Sun, Stat)	
Supervisor Labour Rate	\$
Skilled Employee Labour Rate	\$
Equipment	Per Hour (unless specified)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Other	
Traffic Control – Lane Technician with Truck	\$
	\$
	\$
	\$

 (Signature)

 (Name)

I have the authority to bind the Service Provider.

Should the Sub-contractor have any rates, roles, or services not listed above, in which they intend to charge for the Services, these must be identified in the blank spaces provided. ALL rates must be included, CMHC will not pay for any goods/services excluded or omitted from the pricing tables.

The pricing provided in the table above, will form part of the contract and must be fixed for the term of the contract.

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.

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 CMHC 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 CMHC shall remain the property of CMHC and all copyrights thereto are the property of CMHC and neither the Contractor nor its servants or agents shall divulge, release or publish any such documentation.

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

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

- 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
 - including attached equipment
 - including mobile/special equipment
 - Canada Mortgage and Housing Corporation to be added as additional insured. 30 days prior written notice of cancellation to CMHC's Senior Advisor, Corporate Insurance, 700 Montréal Road, Ottawa, Ontario K1A 0P7
 - 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).
- b) Contractor's Equipment/tool Insurance - The Contractor will provide and maintain Contractor's Equipment/tool Insurance with an insurer licensed to do business in Canada covering all equipment owned or rented by the Contractor and its servants, agents or employees against all risks of loss or damage in an amount not less than the value of the equipment.
- c) Commercial 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 the Services under any ensuing contract.
- d) Other conditions

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

All insurance policies required to be maintained by the Contractor pursuant to this Section 8 shall be primary with respect to any ensuing contract and any valid and collectible insurance of CMHC shall be excess of the 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 any ensuing contract.

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 contract 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 any ensuing 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 CMHC 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 may 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 Contractor 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 any ensuing 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 any ensuing 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.