R EQUEST FOR QUOTATION

FOR

Grease Interceptor Services Granville Island

Date issued: September 24, 2018 Solicitation Closes: 11:00 AM PDT,

October 9, 2018

Solicitation File #:

201801930

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Security Classification: PROTECTED

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All requirements in this RFQ are mandatory.

1. SCOPE OF WORK

Canada Mortgage and Housing Corporation (CMHC) requires a qualified proponent to provide collection and recycling services for the following grease interceptors and food waste sumps on Granville Island, Vancouver.

Public Market Grease Interceptors			
	Location	Size by gallon	Frequency of service
1	Lee's Donuts	15	Monthly
2	Stuart's Bakery	15	Monthly
3	Tenderland Meat	75	Monthly
4	Zara's Pasta	5	Monthly
5	Laurelle's	10	4 x year
6	Stock Market	5	Monthly
7	L'Epicerie	50	Monthly
8	Building 7 Ice Room	50	Monthly
9	Market Grill	10	Monthly
10	Armando's Meats	50	Monthly
11	Duso's Italian Foods	50	Monthly
12	Siegel's Bagels	20	Monthly
13	Oyama Sausage	15	Monthly
14	Longliner Seafood	5	6 x year
15	Kaiserreck	15	Monthly
16	La Tortilleria	10	Monthly
17	Gourmet Wok	25	Monthly
18	Celine's Fish and Chips	15	Monthly
19	Sen Pad Thai	100	Monthly
20	Omi Japan	50	Monthly
21	Sprig	75	Monthly
22	Pizza Pizzaz	75	Monthly
23	Chau Veggie Express	15	Monthly
24	Jackson's Poultry	50	Monthly
25	Popina	50	Monthly
26	Popina	50	Monthly
27	Popina	15	Monthly

	Net Loft Grease Interceptors				
28	Net Loft Café Space	50	Monthly		
	Other Grease Interceptors				
29	Performance Works	50	4 x Year		
30	Granville Island	235	4 x Year		
	Brewery				
31	Off the Track Cafe	70	Monthly		
32	Liberty Distillery	264	4 x Year		

Grease interceptors, food waste sumps and drains need to be serviced and repaired regularly to keep with best practices outlined by City of Vancouver and Food Sector Grease Interceptor Bylaw No. 268 (2012).

All fats, oils, grease, solids, and water removed in the course of the Services must be removed from the Granville Island site by the Proponent and disposed of properly in accordance with applicable bylaws.

The use of enzymes, solvents, hot water, bacteria, and/or other biological or chemical substance to facilitate the passage of fats, oils and grease through a grease interceptor will <u>not</u> be accepted.

The Proponent will be responsible for any fines or other remedies levied under the Food Sector Grease Interceptor Bylaw No. 268 (2012) or other applicable bylaws for the improper disposal or discharge of fats, oils, and grease removed in the course of the Services provided, or the Proponent's use of enzymes, solvents, etc., causing the passage of fats, oils and grease through a grease interceptor.

Regular services include, but are not limited to, the following:

Grease Interceptors

All grease interceptors are to be thoroughly emptied by vacuum truck and rinsed / scraped to remove all build-up from interior surfaces, including undersides of lids and covers. Proponent will supply own hose for rinsing out grease interceptors. All screens and baffles will also be thoroughly scraped and rinsed. Proponents will inspect and estimate the percentage of fats, oils and grease (FOG), solids, and water in interceptors prior to collection.

Post collection, a visual inspection will be conducted for signs of cracks, corrosion, and if any repair or replacements are necessary for the interceptor, cover gaskets, outflow plugs, flow restriction plate and screens/baffles.

Sacrification Seasons: 11.00 / Int 12.1, Getteel 2, 2010

All recommendations for observed repairs or replacements will be provided in writing and include a photograph of area requiring repair.

Proponents will outline their disposal methods, all waste collected should be recycled, if possible.

Food Waste Sumps

The proponent will be required to clean and maintain the following seven food waste sumps located in various locations in and around the Public Market.

Food Waste Sumps			
	Location	Size by Gallon	Frequency of Service
1	South China Seas	50	Monthly
2	Market Grill	50	Monthly
3	Building 7 Ice Room	50	Monthly
4	4 Season's Farms cooler	100	4 x year
5	Inside door #4 in floor	100	4 x year
6	Fire Lane outside G.I. Florist	100	2 x year
7	Outside Net Loft North entrance	160	4 x year

Hydro Flushing

The proponent will provide hydro flushing for the drain lines located within the footprint of the buildings, specifically the Public Market.

Drains, interceptor lines, inlet (mainline) and outlet (sewer) for each interceptor, food waste sumps and all main drain lines require regular hydro flushing 2 x year.

Onsite Procedures

The proponent will report to the Janitorial Supervisor or CMHC representative at the Public Market 1669 Johnston Street, any keys required to access tenant spaces will be collected at this time. Once work the for day is complete, they will provide authorized CMHC personnel with their time worked on site, measured volume removed from each interceptor, and a report of the interceptor levels (grease, sludge, water) and conditions.

Working with CMHC staff the successful proponent will establish a schedule for work to be done outside of regular business hours (9:00 a.m. to 7:00 p.m.) to avoid business disruptions.

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The current services being provided are for one driver and one truck for approximately four to six hours and removing approximately 800 to 1,600 gallons of waste per service. Currently, the services are divided between 2 consecutive days every month.

Invoicing

A separate line item for each tenant space/interceptor, including service time and date. All flow through charges from subcontractors must be accompanied by a copy of the original invoice from the subcontractor for the service.

Reporting

The proponent will provide a separate report after each service detailing each grease interceptor and sump serviced, including the following information:

- Name of tenant or space
- Date and time of service
- Size of grease interceptor
- Required repairs
- Notes on condition of grease interceptor (pest activity, rust, etc.)
- FOG report (% of grease interceptor taken up by FOG and other solids)
- Photograph of interceptor interior, before and after servicing for visual comparison

See Appendix "A" for map of the Public Market Grease Interceptors, excluding Popina located on the west side of the Public Market (exterior).

2. DELIVERABLES

The expected term is anticipated to be for a period of three (3) years, commencing on October 22, 2018 and ending on October 21, 2021. There shall be a two (2) year optional renewal period.

The Services will be provided as requested, and the total value is not expected to exceed \$180,000.00 for the term of the agreement and all renewal periods, including all applicable taxes.

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3. PROPONENT'S INFORMATION

Company Name:			
Address:			
Phone #:		E-mail:	
Fax #:		Contact name/title:	
Legal Structure of Contractor (mark one ☑):	Limited Company	Partnership	Sole Proprietorship
Names and titles/positions of officers, partners, principal			
Year Established:			

3.1 SUBCONTRACTORS INFORMATION

The Proponent shall list below the work sub-contracted, supplier name and address of all sub-contractors it proposes to employ for any portion of the Services.

Where a sub-contractor is not named, it will be assumed that the Proponent intends to use its own forces; and it is understood and agreed that no substitution of subcontractors may be made, and that additional work may not be sub-contracted, without previously obtaining written consent from CMHC.

Work Subcontracted	Name	Address

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4. 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 tables below and be pre-approved by an authorized CMHC employee.

4.1 Grease Interceptors and Sumps

Hourly rates will be charged in ¼ hour increments. Include all charges that will appear for the Services; add additional lines as necessary and indicate the type of service and rate.

Item	Year One	Year Two	Year Three
Pump-out service, including travel time and disposal; all labour and equipment included	\$ per hour	\$ per hour	\$ per hour
Service fee/ call-out rate for all equipment and labour	\$ per day	\$ per day	\$ per day
Additional Items	Year One	Year Two	Year Three

4.2 Hydro Flushing

Include all charges that will appear for the Services; add additional lines as necessary and indicate the type of service and rate. If subcontracting, include mark-up on subcontractor rates and list subcontractor's company name. See Section 3.1 for details.

Item	Year One	Year Two	Year Three
Hydro-Flushing Service, including travel time; all labour and equipment included	\$ per hour	\$ per hour	\$ per hour
Hydro-Flushing Service fee/ call-out rate for all equipment and labour	\$ per day	\$ per day	\$ per day
Proponent's Mark- up on Subcontractor Rates*	+ %	+ %	+ %
Additional Items	Year One	Year Two	Year Three

The current service for Hydro-Flushing requires 2 call-outs on consecutive days.

^{*}Proponents mark-up on subcontractor rates to be applicable on all years of the resulting agreement and subsequent renewal(s). Base rate for hydro-flushing will not include the mark-up if being conducted by subcontractor.

4.3 Signature of Proponent's Representative			
(Signature)	(Name)	(Date)	

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 tables above (4.1 Grease Interceptors and Sumps and 4.2 Hydro Flushing), will form part of any ensuing contract and must be fixed for the term of any ensuing 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.

5. SUBMISSION INSTRUCTIONS

Proponents are required to submit their <u>signed</u> quote to <u>EBID@cmhc-schl.gc.ca</u>, by 11:00 AM PDT, October 9, 2018. The subject line of the transmission must include: **RFQ**, **FILE** # **201801930**.

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

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 <u>receive</u> the submission, not the time the quotation was sent by the proponent*. Submissions received after 11:00 AM PDT, October 9, 2018 will not be accepted.

The time of delivery for the purposes of this section is deemed to be the time recorded by the CMHC system receiving the quotation, and not the time the quotation was sent by the proponent.

* 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.

6. 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 <u>must</u> 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 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.

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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
- products and 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'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 this RFQ Agreement).

B) Workers Compensation

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.

C) Broad Form Contractor's Equipment Insurance

The Contractor will provide and maintain Contractor's Equipment 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 used for the performance of the work against all risks of loss or damage in an amount not less than the value of the equipment.

D) Commercial Automobile Insurance

The Contractor will provide and maintain Commercial Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000 Third Party Liability for all motor vehicles used by the Contractor in the performance of any ensuing contract.

E) Fidelity Bond/Employee Dishonesty Insurance (Crime Insurance)

The Contractor shall carry a fidelity bond/employee dishonesty insurance with an insurer licensed to do business in Canada with a limit of not less than \$50,000 for any one loss. The policy shall extend to include a third party extension (client coverage) citing CMHC as a beneficiary with respect to services performed under any ensuing contract.

Other conditions

If there are material changes in the scope of Services provided under this 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 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 Certificates 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 Section 8. In addition, the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in Section 8 intends to cancel, or intends to make or has made a material change to, any insurance referred to in Section 8.

A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of any ensuing contract 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 any ensuing 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. SUBCONTRACTS

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

Appendix "A"

See attached Appendix "A" for map of the Public Market Grease Interceptors, excluding Popina located on the west side of the Public Market (exterior).

