**Request for Proposal (RFP)**

for

Consulting & Contract Administrative Services for Remedial Repairs at

<<insert co-op name and full address, and photo of co-op below>>

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# Introduction and Scope

## General Introduction

The <<co-op name>> (hereafter referred to as the “**Co-op**”) is soliciting proposals from building consultants or consulting firms for consulting & contract administration services.

The **Co-op** wishes to enter into a contract with a consultant or consulting firm (hereafter referred to as the "**Consultant**") **to provide contract administration services to facilitate the remedial repairs of upcoming capital work,** as described in this Request for Proposal.

## Purpose of Request for Proposal

This Request for Proposal (RFP) has been issued in order to invite proposals setting out the alternative means by which technical, performance, timing and other goals and objectives may best be met, having regard to stated mandatory requirements.

## Schedule of Events

The following schedule summarizes significant target events for the RFP process. The dates may be changed by the Co-op at its sole discretion and shall not become conditions of any contract that may be entered into by the Co-op and the selected Consultant.

Date Activities

<<insert date>> Request for Proposal Issued

**<<insert date>>** <<Mandatory or Optional>> **Site Visit**

**<<insert date>> Submission Deadline**

<<insert date>> Review of Proposals and Pre-Selection of lead Consultant

<<insert date>> Negotiate final terms and conditions of contract with Consultant and award of contract

\*\*Please see Request for Proposal (RFP) Instruction Page for details on\*\*
the recommended timeline and date for each activity

# Submission Instructions and Requirements

## Submissions

Submissions are to conform to the terms and conditions set out herein. Failure to do so may cause the submission to be rejected. For any clarifications as to the manner in which to complete submissions, refer to subsection 2.10 "Inquiries" for the Co-op’s contact person.

All valid proposals must include, as a minimum, the bidding format outlined in subsections 2.4 "Proposal Format and Required Information."

All submissions must be signed by the Consultant and include their address. A submission made by a Consultant shall bear the signature of a duly authorized officer. Where a submission is submitted by a joint venture, each of the individuals or corporations included in the venture shall comply with this directive.

Email submission (PDF format) go to <<Co-op name>>’s main office, as listed below.

Attention: <<Co-op Main contact>>

<<Co-op name>>

<<Co-op address>>

Email address: <<Co-op email>>

Proposals must be received by email before <<enter time (time zone)>> on <<enter date>>

## Changes to Submissions

Changes to the submitted proposal can be made, if required, provided they are received as an addendum to, or clarification of, a previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification or new proposal must be submitted in a sealed envelope or package and addressed as required above, plus clearly marked "**REVISION**" and received no later than the submission deadline. In addition, the sealed package must contain a letter stating the degree to which the contents are a substitution for the earlier proposal.

## Communication

The Co-op reserves the right to contact individual Consultants in order to obtain further clarification of their submissions or to meet with them to gain further insight into the quality and scope of relevant services. The Co-op is in no way obliged to meet with any or all Consultants for this purpose.

## Proposal Format and Required Information

Evaluation of proposals is fairer when Consultants respond in a similar manner. Therefore, it is requested that proposals be submitted on 8 1/2" X 11" paper with each page numbered and dated. Each of the proposal sections should begin on a new page and be separately tabled.

Letter of Introduction

A one-page letter, preferably on Consultant's letterhead, is required, introducing the Consultant, signed by person(s) duly authorized to sign on behalf of and bind the Consultant to statements made in response to the RFP. It should also contain the name, address, phone number and facsimile number of the Consultant's primary contact person with respect to the RFP.

Section 1 - Detailed Response to Statement of Work:

Detailed responses to the statement of work should describe how the proposal meets all requirements. List any deficiencies and indicate how they are to be overcome. You should describe the flexibility of the service where it is over and above the stated requirement. You are encouraged to refer to and attach any other documentation that clearly and concisely describes the capability. Use same numbering scheme as that used in the RFP when identifying your detailed response.

Section 2 - Price Quotation

All prices quoted are to be in Canadian dollars with the HST shown separately. The Co-op will not pay any costs that are not clearly identified.

## Evaluation Criteria

Proposals will be evaluated in terms of the criteria detailed below:

Consultant's capability to carry out the work;

Qualifications and experience;

Quality of the proposal submitted;

Cost and reasonable proposed fees.

## Consultant Selection

The lowest-cost proposal will **not necessarily be accepted**, and the Co-op reserves the right to accept or reject any proposal.

Acceptance of a proposal does not oblige the Co-op to incorporate any or all of the accepted proposal into a contractual arrangement, nor does it constitute an obligation on the Co-op’s part to enter into any contractual arrangement. Acceptance of a proposal demonstrates willingness on the part of the Co-op to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties. The Co-op reserves the right to alter the stated requirements if necessary and to accept an alternate proposal included in any Consultant's response.

No Consultant shall have any cause of action against the Co-op arising out of a failure to award a contract, the failure to consider any proposal or the methods by which proposals are assessed.

The selection of a Consultant shall be at the sole discretion of the Co-op.

If at any time the Co-op decides that the lead Consultant cannot satisfy the Co-op’s requirements, the Co-op may terminate negotiations and continue the process with the secondary Consultant, and so on. The Co-op will announce the name of the successful Consultant to all Consultants upon signing the contract.

## Proprietary Information

Information contained in this RFP is to be considered "Proprietary Information" and the Consultant is not to disclose this information to any party other than Consultant's employees participating in the response to this RFP.

## Ownership of Responses

All responses and related materials become the property of the Co-op and will not be returned. The Co-op will not reimburse the Consultant for any work related to, or materials supplied, in the preparation of the RFP response.

All information regarding the terms and conditions, financial and/or technical aspects of the Consultant's proposal, which, in their opinion, are of a proprietary or confidential nature, must be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at **each item** or at the **top of each page**. Consultant's documents and information so marked will be treated accordingly by the Co-op.

## Offering Period

All responses must provide that the terms of the response, including the financial quotations, shall remain valid and binding on the Consultant for a period of 90 days following the closing date.

## Inquiries

All questions regarding this Request for Proposal must be sent by email to

<<Co-op Main Contact>>

<<Co-op name>>

<<Co-op address>>

Tel: <<Co-op telephone number>>

Email address: <<Co-op email address>>

Information given verbally by any person within the Co-op shall not be binding upon the Co-op. Consultants must have written confirmation from the Co-op for any changes, alterations, etc., concerning this RFP. All written questions submitted that, in the opinion of the Co-op, affect all Consultants will be answered by the Co-op in writing and distributed to all Consultants by email. All identification related to the inquiry will be removed in the response. Any questions of a proprietary nature must be clearly marked. The Co-op will determine, at its sole discretion, whether to respond to the question. The Co-op cannot guarantee a reply to inquiries received less than two calendar days prior to the closing date.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be provided to each Consultant to whom the Co-op has issued this RFP.

## Declaration re Conflict of Interest

The Consultant, the company, the registered principals and officers and the employees of the company are to declare any potential conflict of interest between themselves or their employees and the Co-op or its employees.

## References

The Consultant shall submit a full list of references for projects completed within the past 36 months. These projects shall be comparable in terms of size and complexity to the subject property. The reference list shall include the names and telephone numbers of key personnel from the companies that used the services of the Consultant.

## Liability for Errors

While the Co-op has used considerable efforts to ensure an accurate representation of information of this RFP, the information contained in this RFP is supplied solely as a guideline for Consultants. The information is not guaranteed or warranted to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Consultants from forming their own opinions and conclusions in respect to the matters addressed in this RFP.

## <<Mandatory or Optional [1]>> Site Visit

A <<mandatory or optional>> onsite bidders site visit / meeting has been scheduled for <<enter time>> on <<enter date>>. Proponents are to meet <<Co-op main contact, job title>> at the Co-op’s office located at <<enter Co-op office address>>. Proponents will be able to view the property prior to submitting their proposal.

\*\*[1] Please refer to the Instruction page for more details\*\*

## Verification of Consultant's Response

The Consultant shall authorize the Co-op to conduct such investigation as it may deem appropriate to verify the contents of the Consultant's response.

# Statement of Work Requirements

\*\*Under the Statement of Work Requirements, the Co-op is to include the background of the Co-op, under Section 3.1 Background, and a description of the required repairs and/or replacements. The following is an example of a Co-op’s background description and a statement of the repairs and/or replacements for the RFP.\*\*

## Background

Sample: ABC Co-op

<<ABC Co-op>>, located at <<123 Smith Road>>, was developed circa <<1988>>. This housing co-operative consists of six (6) separate 1-storey and 2-storey row townhouse blocks. The co-op houses a total of thirty (30) row townhouse units ranging from eight (8) two-bedroom and twenty-two (22) three-bedroom units.

An additional unit is used as a management office, common room and laundry facility.

The row townhouse buildings range from 1-storey to 2-storeys in building height and are of wood-frame construction built on poured concrete foundations (full basements). Sloped roofs are surfaced with asphalt shingles. Exterior walls are clad with brick veneer and vinyl siding. The primary heating system for the townhouse units is electric baseboard radiation.

Hard landscaping features include asphalt-surfaced parking areas in the east and west ends of the property and access roadways bordered by concrete curbs, including precast concrete pavers at walkways, ramps, patios and stairs. Soft landscaping is mainly grass.

<<Insert relevant Co-op photograph [2] >>

Maintenance and capital projects are conducted on these buildings and property as required. Recent major capital projects include bathroom renovations, ongoing mold abatement and localized basement repairs.

The Co-op intends to acquire the services of a building consultant or consulting firm to oversee the following repairs and/or replacements (as identified in a recent Building Condition Assessment (BCA) over the next two years [3]:

**Foundation Waterproofing**: The co-op continues to experience widespread basement flooding in all units during heavy rainfalls. To address the water infiltration concerns, proper waterproofing on the foundation walls, including new weeping tiles, is required for all buildings blocks. The complete replacement of the foundation drainage system is to be completed in **2026**. The cost for this work at all building blocks, including the restoration work to affected components, is estimated at $300,000[4].

**Asphalt Shingle Roofing Replacement**: The co-op has recently replaced a number of asphalt- shingle roofs and the remaining eighteen (18) units’ asphalt-shingle roofs are leaky and **have** yet to be replaced. Since the remaining eighteen (18) units’ roofs are in poor condition and are at the end of their useful life, they are to be fully replaced in **2026**. The cost to replace the asphalt shingle roofs at the remaining eighteen (18) units is estimated at $54,000.

**Interior renovations to twenty (20) occupied units**: The co-op has completed a renovation program for a number of unit interiors over the past few years; however, twenty (20) unit interiors have yet to be completely renovated. The following renovation work is to be completed over a two-year period (2026 and 2027) within the twenty (20) occupied units:

1. Complete replacement of twenty (20) kitchens, including associated kitchen sinks and range hoods
2. Complete replacement of finish flooring at twenty (20) units consisting of laminate, vinyl and carpet flooring, and
3. Painting throughout twenty (20) unit interiors.

The total cost for the above-mentioned interior work is estimated at $240,000.

\*\*[2][3][4] Please refer to the Instruction page for more details.\*\*

## Objectives

The Co-op’s primary objective for this proposal is to carry out the above-mentioned remedial repairs / replacements and any additional required related repairs, as identified, that can be completed within the budget available.

## Scope

**Part A - Assessment of Deficient Building Components**

1. Conduct a review of the available construction drawings, available documents and reports, such as the Building Condition Assessment & Reserve Fund Study, to determine the construction characteristics of the various building components.
2. Review previously completed repairs and / or replacements related to those outlined in subsection 3.1.
3. Complete a visual building and site review to determine the repairs required—as noted in subsection 3.1—and any additional related defects.

**Part B - Remedial Repair Plan & Budget Report**

* + - 1. Following the review of previously prepared documents / drawings, including the review of buildings and site, develop a remedial repair plan identifying the repairs or replacements needed to remediate the items listed in subsection 3.1, and any additional related repairs within the capital budget, including any health and safety items noted.
			2. Provide a comprehensive report to the Co-op outlining the findings and recommendations, with associated estimated costs, for the required repairs and/or replacements.
			3. Provide a budget report listing the repairs in order of their importance and indicating which repairs can be accomplished within the budget available.

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

This work shall include but may exceed the following:

* + - 1. Develop specifications and tender documents for the necessary repairs that can be accomplished within the budget approved by the Co-op. These documents will be based on the Remedial Repair Plan developed above. This work will be contracted by way of a Public Tender or by Invited Tender to pre-qualified contractors for a stipulated price. Successful contractor(s) will enter into an agreement with the Co-op by signing a CCDC 2 contract.
			2. Remediate the items listed in subsection 3.1 and any additional required related repairs within the capital budget, including any health and safety items identified and approved by the Co-op.
			3. Note that a single tender call to qualified General Contractors is anticipated for all proposed work noted herein.

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

This work shall include but may exceed the following:

1. Administer the tendering process in conjunction with the Co-op.
2. Tender the scope of work by Public Tender or by Invited Tender to pre-qualified contractors. Advertising costs will be paid by the Co-op.
3. Completed tenders shall be submitted to the Co-op. The tenders will be opened at the Co-op’s office with representation from the Co-op and the Consultant.
4. Analyze tender documentation received and present findings, including recommendations to the Co-op.
5. Assist the Co-op in negotiation / signing of Contract with successful Contractor(s).

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

This work shall include but may exceed the following:

1. Administer the terms and conditions of CCDC 2 Contract between Contractor(s) and the Co-op.
2. Conduct pre-construction meetings.
3. Ensure all permits, insurance bonds, etc. are in place.
4. The Consultant shall provide a schedule of proposed site visits based on the critical parts of the repair program for the duration of the project. Monitoring reports shall be prepared after each site visit. The reports shall be sent to the Co-op within 24 hrs. of the site visit. The Consultant shall review site-visit reports with the Co-op’s board at bi-monthly meetings described in #7 below.
5. Submit contemplated changes for approval to the Co-op prior to authorizing the work.
6. Inform the Co-op of site instructions that will have cost implications prior to issuing to the contractor.
7. Chair bi-monthly (weekly, if required) site meetings and prepare minutes and issue to all parties.
8. Review and approve shop drawings, etc.
9. Assist the Co-op in informing members (residents) of the date, type and risk of danger of work on the buildings and any entry required into homes, with information required for developing information flyers.
10. Verify work completed for progress-advance purposes and issue necessary payment certificates / documentation to facilitate payment by CMHC/ the lender and the Co-op to the Contractor.
11. Conduct and/or facilitate 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. Conduct the necessary warranty reviews.
14. Consultant’s responsibilities / duties shall include the above contract administration and inspection of remedial work required to bring the project to 100 per cent completion.

## Constraints

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

* “Ontario Occupational Health and Safety Act” Regulations and Codes
* Municipal, Provincial and Federal Regulations, By-laws and Codes

## Timetable

Provide estimated dates for completion for each stage of work based on a planned start date of <<enter date [5]>>:

Dates:

Part A Assessment of Deficient Building Components \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Part B Remedial Repair Plan & Budget Report \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Part C Preparation of Specifications and Tender Documents
for Remedial Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Part D Tendering of the Remedial Work including Tender
Results Analysis and Recommendations \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Part E Contract Administration and Inspection of the
Remedial Work

\*\*[5] Please refer to the Instruction page for more details\*\*

## Deliverables

Provide progress summary reports to the Co-op for each stage of work as identified in 3.5 above.

## Cost

Consultant’s cost for each stage of the work shall be based on a lump sum price including all fees, disbursements, travel, etc. Consultant shall be paid for their work at the completion of each stage. All costs noted to exclude applicable taxes.

**Part - A**: Assessment of Deficient Building Components

$\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part - B**: Remedial Repair Plan & Budget Report

$\_\_\_\_\_\_\_\_\_\_\_\_\_

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

$\_\_\_\_\_\_\_\_\_\_\_\_\_

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

$\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part - E**: Contract Administration and Inspection of the Remedial Work

$\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Cost (excluding HST)**

$\_\_\_\_\_\_\_\_\_\_\_\_\_

* Total number of site visits by consultant: \_\_\_\_\_\_\_
* Cost for each additional site visit: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the event that changes to the scope of work are required, please provide a comprehensive breakdown of your normal fees, disbursements, testing, etc. This will assist in making revisions (increases / decreases) to the Contract Price as a result of changes to the scope of work.

# Proposed Contract Terms and Conditions

The following terms and conditions may, at the discretion of the Co-op, be incorporated into any contract resulting from this RFP. The Co-op reserves the right to add terms and conditions during negotiations.

The Proponent’s proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by the Co-op, form part of the final contract and the Proponent must accept that the final contract will be in a format acceptable to the Co-op.

Submission of a proposal constitutes acknowledgment that the Proponent has read and, unless otherwise stated in the Proponent’s offer (including a declaration of any potential Conflicts of Interest), agrees to be bound by the following terms and conditions in the event that the Proponent is selected by the Co-op to enter into a contract agreement.

For the purposes of this section, the term “Consultant” refers to the successful Proponent with whom the Co-op enters into a contractual agreement.

## Assignment of the Contract

The Contract shall not be assigned in whole or in part by the Consultant without the prior written consent of the Co-op.

No assignment of the Contract shall relieve the Consultant from any obligation under the Contract or impose any liability upon the Co-op.

## Invoicing

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

## Consultant’s Indemnification

The Consultant agrees to indemnify the Co-op, and its officers, directors and employees for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this agreement, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise without negligence on the part of the Co-op or its officers or employees, and whether such actions, suits or proceeding are brought in the name of the Co-op or in the name of the Consultant.

## Insurance

The Consultant shall obtain and maintain Comprehensive General Liability insurance in an amount not less than $ 2,000,000. The coverage must include the Co-op as an additional insured with respect to the work covered by this agreement; cross liability and severability of interest clause; personal liability and thirty (30) days prior written notice of cancellation or material change to the Co-op.

The Consultant shall obtain and maintain Errors and Omissions Insurance in an amount not less than $2,000,000.

The Consultant must also provide a Certificate of Insurance confirming the above coverages prior to the commencement of work.

It shall be the sole responsibility of the Consultant to decide whether or not any other insurance coverage, in addition to the requirements stipulated herein, is necessary for its own protection or to fulfill its obligations under the Contract. Any such additional insurance shall be provided and maintained by the Consultant at its own expense.

## Termination for Default of Consultant

The Co-op may, by giving ten (10) days’ written notice to the Consultant, terminate the whole or any part of the work being performed if

1. the Consultant, due to negligence, fails to perform any of the Consultant’s obligations under the Contract or is in breach of any of the confidentiality and proprietary obligations set out in the Contract. The Consultant will be reimbursed for any work performed or goods received, under the terms of the Contract, prior to such notice;

or

2. The Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or any assignment is made for the benefit of creditors, or if an order is made or a resolution passed for winding up of the Consultant, or if the Consultant takes the benefit of any Statue for the time in force relating to bankrupt or insolvent debtors.

In the event of a termination notice being given under the provisions of this section, and subject to the deduction of any claims which the Co-op may have against the Consultant arising out of the Contract or out of termination, payment will be made within thirty (30) days of the date of the invoice from the Co-op to the Consultant for the value of all orders fulfilled, such value to be determined in accordance with the rate(s) specified in the contract or otherwise agreed upon.

## Compliance with Laws

The Consultant shall give all the notices and obtain all the licenses and permits required to perform the work. The Consultant shall comply with all the laws applicable to the work or performance of the Contract.

## Labour and Health Conditions

The Consultant shall comply with all labour conditions, and with all health conditions and requirements, from time to time applicable to the work.

## Extras

Except as otherwise provided in the Contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Co-op.