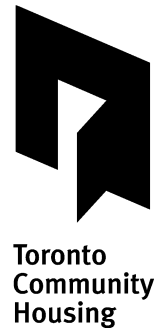


Toronto Community  
Housing Corporation  
Strategic Procurement  
931 Yonge Street, 6<sup>th</sup> Floor  
Toronto, Ontario  
M4W 2H2  
Telephone Number (416) 981-4000  
Fax Number (416) 981-4111



October 16, 2008

Toronto Community Housing Corporation invites sealed proposals for:

**R.F.P. 16/08**  
**For the Provision of Fire Picket and Key Holder Services**

---

Attached, please find a copy of the Request for Proposal 16/08.

Proponents are required to submit one (1) original and three (3) copies of their proposal together with a duly completed RFP Submission Form to the following address no later than 11:00:00 a.m., local time on Friday, October 31, 2008:

Strategic Procurement  
Toronto Community Housing Corporation  
931 Yonge Street, Main Floor  
Toronto, Ontario M4W 2H2.

Proponents may submit detailed questions in written form for clarification pertaining to the RFP. All such questions are to be received via electronic format or facsimile no later than October 21, 2008, 11:00:00 a.m., local time. Submit questions to: Carol Brown, [caroll.brown@torontohousing.ca](mailto:caroll.brown@torontohousing.ca), Fax: (416) 981-4425

Please ensure that all responses are clearly marked: "TCH RFP 16/08 For the Provision of Fire Picket and Key Holder Services" and are enclosed in an envelope using the pre-printed address label included with this RFP.

TCH will not be responsible for accepting couriered submissions which are not delivered to the exact location indicated, by the time and date specified, in accordance with the instructions in this RFP. Proposals received after the Closing Time will not be accepted and will be rejected and returned unopened.

The lowest or any quotation will not necessarily be accepted.

Yours truly,

Carroll Duff  
Senior Purchasing Officer  
Toronto Community Housing Corporation

To view current or previous Toronto Community Housing Corporation business opportunities, tenders/quotations/proposals, please visit Toronto Community Housing Corporation's website [www.torontohousing.ca](http://www.torontohousing.ca)

Please firmly affix this address label to your own envelope containing your submission.

-----cut here-----

**TORONTO COMMUNITY  
HOUSING CORPORATION**



**Reference No.: RFP 16/08  
For the Provision of Fire Picket and  
Key Holder Services**

**To : Strategic Procurement  
Toronto Community Housing Corporation  
931 Yonge Street, Main Floor  
Toronto, Ontario M4W 2H2**

**Closing date : Friday, October 31, 2008, 11:00:00 a.m., Local Time**

**BID SUBMISSION  
DOCUMENTS ENCLOSED**

-----cut here-----

**Note:**

Strategic Procurement can not be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.



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**ARTICLE 1**  
**PROJECT INFORMATION**

**1.1 Purpose of This Request for Proposal**

Toronto Community Housing Corporation (“TCH”) is requesting proposals for the Provision of Fire Picket and Key Holder Services. All Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals, as any variation from the instructions may result in their proposal being rejected.

**1.2 Scope of Services**

- 1.2.1 The services to be provided by the approved Proponent(s) (the “Services”) are to include the provision of Fire Picket Security Officers in the event there is a need to shut down the fire protection equipment/system or of a failure of the fire protection equipment/system, and the provision of Key Holder to provide watch while services are being performed on TCH’s premises to ensure that interim security coverage is provided as deemed necessary by TCH.
- 1.2.2 The technical requirements of the Services are set out in Appendix C to this RFP (the “Specifications”).
- 1.2.3 Based on the Proposals submitted, TCH intends to establish an approved list of qualified security service providers that can be contracted by individual community housing unit managers as required. TCH reserves the right to award and parcel the Services to one or more approved Proponents as it sees fit, and provides no assurance as to the volume of business to the approved Proponent(s). In the event that an approved Proponent is removed from the list of approved Proponents, whether voluntarily or by termination of its approved status, TCH may, in its sole discretion, approve and add to the roster of approved Proponents a replacement, based solely on the Proposals submitted pursuant to this RFP.
- 1.2.4 The approved Proponent(s) will be required to strictly comply with the Specifications, including the environmental performance requirements set forth therein.
- 1.2.5 The approved Proponent(s) will be required to comply with the Fair Wage Policy of TCH.
- 1.2.6 TCH reserves the right to give preference to proposals that demonstrate compliance with the principles of Toronto Community Housing Corporation’s Green Plan Policy (Schedule 5 to this RFP) and exceed the minimum standards established by the Specifications.

### **1.3 Schedule of Services**

Subject to the General Conditions, the Contract Period is one (1) year, renewable for a further one (1) year and again renewable for an additional one (1) year, all at the sole discretion of TCH.

### **1.4 Definitions**

When any of the following words or phrases are used in this RFP, they have the following meanings:

**“Closing Date”** means the last date for submissions of Proposals as set forth in section 2.1.1 of this RFP.

**“Closing Time”** means the last time on the Closing Date for the submission of Proposals as set forth in section 2.1.1 of this RFP.

**“Contract”** means the contract between TCH and a Proponent approved to provide the Services created by the acceptance by TCH of the approved Proponent’s Proposal and for certainty the following documents (the “Contract Documents”) shall collectively form part of the Contract:

- (a) the approved Proponent’s Proposal;
- (b) any addenda issued pursuant to this RFP;
- (c) this RFP;
- (d) the Schedules to this RFP;
- (e) the Appendices to this RFP;
- (f) the General Conditions;
- (g) the Specifications; and,
- (h) any other form specified in this RFP.

**“Contract Period”** means the term of the Contract.

**“Contract Price”** means the price for the Services pursuant to the terms of the Contract.

**“Notice of Approval”** means the written notification by TCH to a Proponent that the Proponent has been approved to provide the Services, subject to the issuance of a Service Order.

**“Proponent”** means any person, corporation, partnership or other entity that chooses to submit a Proposal in response to this RFP.

**“Proposal”** means the Proponent’s response to this RFP.

“**Request for Proposals**” or “**RFP**” means this document, any attachments incorporated by reference, and any amendments or addenda issued for use in soliciting proposals for the Services.

“**Service Order**” means written notification by TCH to an approved Proponent to perform the Services in accordance with terms of the Contract.

“**TCH**” means Toronto Community Housing Corporation.

“**Specifications**” means the Specifications of the Services as set forth in Appendix C of this proposal.

### **1.5 Non-Binding on Toronto Community Housing Corporation**

*This RFP is to solicit Proposals for consideration of establishing a roster of approved Proponents only. Neither the issuance of this RFP by TCH nor any of its terms or conditions shall be binding on TCH and TCH shall have no obligation to award a Contract on the basis of the Proposals submitted pursuant to this RFP or to any person whatsoever. TCH may amend the terms of this RFP or cancel it at any time without liability or obligation to any Proponent or other person.*

### **1.6 Binding and Irrevocable Offer of Proponent**

The Proposal submitted by a Proponent shall be a binding, irrevocable offer by the Proponent to TCH to provide the Services on the terms and conditions set forth in the Proponent’s Proposal and the Contract Documents. The acceptance by TCH of a Proponent’s Proposal shall create and constitute a binding Contract. The issuance by TCH of a Notice of Approval to an approved Proponent shall require the approved Proponent to provide the Services pursuant to such Service Orders as may be issued by TCH from time to time.

**ARTICLE 2**  
**SUBMISSIONS**

**2.1 General Requirements**

- 2.1.1 Proponents are required to submit one (1) original and three (3) copies of the Proposal in a sealed envelope clearly identified as Request for Proposal No. RFP 16/08 for the provision of Fire Picket and Key Holder Services and marked with the Proponent's name and address to:

Manager of Strategic Procurement  
Toronto Community Housing Corporation  
931 Yonge Street, Main Floor  
Toronto, Ontario  
M4W 2H2

no later than 11:00:00 a.m. Local Time, Friday, October 31, 2008.

- 2.1.2 Proposals must be received at the location specified above, before the specified Closing Time. Proposals will not be considered by TCH if they are submitted other than by personal delivery, courier or mail. Amendments to Proposals may be submitted in accordance with Section 2.1.5 of this RFP.
- 2.1.3 Toronto Community Housing Corporation will not be required to accept submissions which are not delivered in accordance with the requirements set out in this RFP to the exact location by the Closing Time specified in Section 2.1.1. **Proposals received after the Closing Time will not be accepted and will be rejected and returned unopened.**
- 2.1.4 Proposals are irrevocable and once submitted, may not be withdrawn, provided, however, that Proposals may be amended in compliance with Section 2.1.5. of this RFP.
- 2.1.5 Where a formal Proposal has been received by TCH before the Closing Time, amendments to the Proposal may be delivered in a sealed envelope by personal delivery, by courier or mail provided that such amendments are received at the location specified in Section 2.1.1 of this RFP prior to the Closing Time.

**2.2 Contents of Proposal**

- 2.2.1 Proponents are required to submit the following documents, if applicable, on the forms provided:
- (a) Proposal Submission Form – Appendix A
  - (b) Schedule of Prices – Appendix B
  - (c) Statement of Proponent's Health and Safety Policy - Schedule 3
  - (d) WSIB Clearance Certificate
  - (e) Statutory Declaration – Fair Wage – Schedule 4
  - (f) Insurance Certificate – Schedule 6
  - (g) Any other forms specified in the RFP package or otherwise requested in writing by TCH prior to the Closing Date.

2.2.2 All documents required to be submitted with the Proposal must be properly completed using the forms provided, if applicable. The Proposal Submission Form must be signed.

2.2.3 If the Proponent discovers discrepancies or omissions in the specifications or other documents in this RFP package, or if any clarification is required, the Proponent should contact the designated TCH representative below:

Strategic Procurement  
Toronto Community Housing Corporation  
931 Yonge Street  
Toronto, Ontario  
M4W 2H2

Attention: Caroll Brown  
email: caroll.brown@torontohousing.ca  
Fax No: 416-981-4425

The TCH representative will respond in writing or by issuing addenda to all Proponents. If addenda are issued or if there are any changes to the scope of the Services, such addenda or changes shall be posted on TCH's website prior to the Closing Date. All addenda become part of the Proposal package and receipt of addenda should be acknowledged by the Proponent on the Proposal Submission Form. It is the sole responsibility of the Proponent to ensure that all addenda issued in connection with the RFP Proposal are received by the Proponent.

2.2.4 **Submission of a Proposal shall be deemed to be confirmation that the Proponent acknowledges and accepts the General Conditions and acknowledges and agrees to be bound by the Contract Documents.**

2.2.5 If, in the opinion of TCH, any Proposal contains a minor defect, or fails in some way to comply with any requirement of this RFP that, in the opinion of TCH, can be remedied without providing to the Proponent an unfair advantage with respect to the other Proponents, TCH may request clarification from the Proponent, and TCH, upon receipt of the appropriate clarification, may waive the minor defect or any irregularity and accept the Proposal. Any failure by the Proponent to provide a written response that, in the opinion of TCH, properly clarifies its Proposal within the specified time of receiving a request for clarification from TCH, may result in rejection of the Proposal.

2.2.6 Once Proposals are opened, they become the property of TCH and will not be returned. The Proposal and any information related thereto is subject to the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.M-56. Accordingly, Proponents should identify any proprietary or confidential information contained in their Proposal and specify the desired treatment of such information.

## 2.3 Acceptance or Rejection of Submissions

2.3.1 **Proposals will not be considered by TCH if they are submitted other than by personal delivery, courier or mail to the exact location set out in section 2.1.1. by the Closing Time as specified in Section 2.1.1. Proposals received after the Closing Time will not be accepted and will be rejected and returned unopened.**

- 2.3.2 If the Proponent fails to comply with any instructions contained in this RFP, TCH may reject all or any part of the Proposal. Any items omitted or any special conditions or qualifications added to the Proposal may cause the Proposal to be rejected, or may affect the evaluation of the Proposal. Any Proposal submitted on forms other than those provided may be rejected.
- 2.3.3 Under no circumstances shall TCH consider a Proposal if TCH determines, in its sole discretion, that the Proponent or any principal thereof has engaged in corrupt or fraudulent practices or has a history of unsatisfactory work or service to TCH or to others. For the purposes hereof:
- (a) “corrupt practice” means the offer, giving, receiving or soliciting of anything of value to influence the actions of a TCH director, officer or employee, in order to obtain an improper advantage; and
  - (b) “fraudulent practice” means a misrepresentation of fact and includes practices that deprive TCH of the benefits of free and open competition.
- 2.3.4 Under no circumstances shall TCH consider a Proposal that is submitted by a Proponent or any person affiliated with the Proponent (including any director, officer, employee, shareholder or subcontractor) who is engaged directly or indirectly in a legal action against TCH, its elected or appointed directors or officers and employees in relation to any other contract or services or any matter arising from TCH’s exercise of its powers, duties or functions or who is a defendant or respondent in an action or proceeding by TCH.

**ARTICLE 3**  
**EVALUATION**

**3.1 Sequence Of Events**

The following is a tentative schedule to assist Proponents.

	<b>Event</b>	<b>Responsible Party</b>	<b>Date</b>
1	Issue RFP	Toronto Community Housing Corporation	October 16, 2008
2	Deadline for Questions	Proponents	October 21, 2008
3	Response to Clarification of Questions	Toronto Community Housing Corporation	October 23, 2008
4	Submission of Proposals	Proponents	October 31, 2008
5	RFP Award Notification to Successful Bidder/s	Toronto Community Housing Corporation	November 2008
6	Contract Proceedings	Toronto Community Housing Corporation/Proponent	November 2008
7	Anticipated Implementation Date	Toronto Community Housing Corporation/Proponent	December 2008

**3.2 Evaluation Process**

- 3.2.1 Prior to the Closing Date, Proponents may contact the Strategic Procurement Office of TCH as set forth in Section 2.1.1 of this RFP with any questions concerning this RFP or the selection process. Proponents are encouraged to familiarize themselves with TCH's General Conditions, Fair Wage Policy, Green Plan Policy and Community Economic Development Program.
- 3.2.2 Prior to the Closing Date, Proponents will be given the opportunity and are encouraged to examine, identify the site, if applicable for the Proposed Services. It is the Proponent's responsibility to evaluate the existing conditions and limitations and to include all necessary amounts in such Proponent's Proposal to cover the cost of all items required in connection with the provision of the Services.
- 3.2.3 The Proponent shall report any discrepancy between the Contract Documents and site conditions to TCH not less than five (5) working days prior to the Closing Date. If the Proponent fails to report any discrepancies, then the Proponent is deemed to have accepted all such Contract Documents as being accurate.

- 3.2.4 If an RFP amendment or addendum is deemed necessary, it will be posted on TCH's website prior to the Closing Date. Proponents shall be responsible to review TCH's website periodically.
- 3.2.5 The Proposal must be submitted in accordance with the provisions of Article 2 of this RFP. Upon receipt of Proposals:
- (a) TCH will time-stamp proposals at the location for submission and will hold them in a secure location. Proposals received after the Closing Time will be deemed non-responsive and will be returned unopened to the Proponent.
  - (b) **Proposals will not be opened publicly and will not be open to public inspection.**
  - (c) Proposals will be reviewed for completeness, format and compliance with the requirements of the RFP. Subject to Section 2.2.5 of this RFP respecting minor deficiencies, non-conforming Proposals will be rejected and the Proponent will be advised in writing of such determination.
- 3.2.6 TCH will review each conforming Proposal. Points will be allocated in accordance with the Evaluation Criteria set out in Section 3.3 of this RFP. Proponent's total points will be translated to a numeric ranking. TCH shall determine the rankings without the possibility of a tie.
- 3.2.7 TCH may elect to conduct interviews with Proponents or TCH may, in its discretion, determine to select the approved Proponent(s) based solely on its review of the Proposals. Interviews may be conducted with any, all or none of the Proponents, in TCH's discretion, and the granting of an interview to a Proponent shall not constitute evidence of ranking of such Proponent in the evaluation. The results of an interview may or may not, in TCH's discretion, affect a Proponent's evaluation.
- 3.2.8 TCH will notify the approved Proponent(s) in writing that they have been approved to provide the Services by issuing a Notice of Approval.
- 3.2.9 The issuance of the Notice of Approval shall evidence the acceptance by TCH of the approved Proponent's Proposal and shall create a binding Contract between TCH and the approved Proponent for the provision of the Services.
- 3.2.10 Following the selection of Proponent(s) approved to provide the Services, TCH may issue to any approved Proponent(s) a Service Order for all or any part of the Services. The approved Proponent shall be obligated to provide the Services required pursuant to such Service Order and the Contract Documents.
- 3.2.11 Except where otherwise expressly provided by this RFP, TCH has the authority to establish its own methods and procedures for the review, evaluation and scoring of Proposals and in the selection of the approved Proponent(s). TCH may independently consider or verify any information whether or not contained in a Proposal including conducting reference, criminal record, litigation, bankruptcy, taxpayer information and internal and other checks and obtaining references from parties other than those listed by Proponents in their Proposals. If experience, capacity or other information contained in a

Proposal is not verified to TCH's satisfaction through such checks, TCH is not obliged to consider such cited experience, capacity or other information.

### 3.3 Evaluation Criteria

3.3.1 A maximum of 100 points are possible in scoring each Proposal. TCH will evaluate the Proposals and may conduct interviews with Proponents applying for selection. Evaluation criteria to be used by TCH for the Proposal and the corresponding point values for each criterion are as follows:

(a)	Proponent's compliance with the requirements of the RFP, or a willingness to make the necessary changes.  Proponent's willingness to provide a Community Economic Development or partnering with businesses in the community.	20 points
(b)	Proposed pricing rates. Total billable rate shall be exclusive of any/all taxes, disbursement fees.	30 points
(c)	Experience, qualifications and training of proposed service delivery officers for each type of service being quoted on.	30 points
(d)	Experience of the Proponent's service manager as to similar security service experience.	20 points

### 3.4 Performance Review

The Services to be provided by the approved Proponent(s) will be subject to periodic review under TCH's Vendor Performance Management Program to ensure that the Services are performed in accordance with the Specifications and TCH's policies.

**ARTICLE 4**  
**CONFLICTS OF INTEREST/COLLUSION/LOBBYING**

**4.1 Compliance With General Conditions**

Proponents are required to comply with the General Conditions regarding Conflicts of Interest. If TCH discovers at any time that there has been a breach of the provisions of this Section 4.1, TCH reserves the right to disqualify the Proposal or terminate any contract then in existence.

**4.2 Collusion**

4.2.1 Proponents and their directors, officers, employees, advisors, agents and representatives must not discuss or communicate, directly or indirectly, with any other Proponent or its directors, officers, employees, advisors, agents or other representatives regarding the preparation, content or representation of their proposals. Proposals must be submitted without any connection (including a connection arising solely through shareholdings or other equity interests in or of a Proponent), knowledge, comparison of information, or arrangement with any other Proponent or any director, officer employee, advisor, agent or other representative of such other Proponent.

4.2.2 The Proponent must have no financial interest in any other firm, business or enterprise which presently renders, or has in the past, rendered goods or services to TCH or which is also submitting a proposal in respect of the current RFP and that to its knowledge, no director, officer or employee of TCH has any personal interest, directly or indirectly, in the Proponent's Proposal or the performance thereof.

**4.3 No Lobbying**

Proponents and their respective directors, officers, employees, advisors, agents and representatives shall not, in relation to the Proposal, the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved Proponent(s). Further, no such person shall attempt to communicate in relation to the RFP or the Proposal, directly or indirectly, with any director, officer, employee or other representative of TCH or of the City of Toronto, except as expressly directed or permitted by this RFP.

**ARTICLE 5**  
**CONTRACT REQUIREMENTS**

**5.1 General Conditions**

The General Conditions annexed to this RFP as Schedule 1 shall form part of this RFP and the Contract.

**5.2 Bid and Performance Security**

Notwithstanding any provision to the contrary in the General Conditions, no security is required to be submitted by Proponents with their Proposals and no performance security is required to be submitted by approved Proponents in respect of the performance of the Services.

**5.3 Schedule of Prices**

Proponents shall complete and submit the Price Schedule – Appendix B. TCH shall make payments in accordance with the Schedule of Prices submitted by the approved Proponent, notwithstanding Article 8 of the General Conditions.

**5.4 Health and Safety Program**

The Proponent shall comply with requirements of all applicable laws with respect to health and safety, and shall complete and submit the Statement of Proponent's Health and Safety Policy, attached as Schedule 3.

**5.5 WSIB Clearance Certificate**

Proponents are required to comply with the General Conditions regarding Workplace Safety & Insurance Board Certificate of Clearance.

**5.6 Fair Wage Policy**

Proponents are required to comply with TCH's Fair Wage Policy, attached as Schedule 4 – Statutory Declaration Form.

**5.7 Green Plan Policy**

Proponents are required to comply with TCH's Green Plan Policy, attached as Schedule 5.

**5.8 Insurance**

The approved Proponent shall be required to comply with the provisions of the General Conditions to obtain and maintain General Liability Insurance and Automobile Insurance. The approved Proponent is not required to obtain Builder's Risk Insurance. All Proponents are required to complete and submit with their Proposals, a Certificate of Insurance, in the form annexed to this RFP as Schedule 6.

**ARTICLE 6**  
**RESERVATION OF RIGHTS**

**6.1 Rights Reserved By Toronto Community Housing Corporation**

- 6.1.1 TCH is not liable for any costs incurred by the Proponent in the preparation of its response to the RFP or interviews, if required. Furthermore, TCH shall not be liable for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior to, subsequent to, or by reason of the acceptance, or non-acceptance by TCH of any Proposal, or by reason of any delay in the Notice of approved Proponents.
- 6.1.2 The Proponents submitting the lowest priced Proposal will not necessarily be approved to provide the Services. TCH reserves the right to accept any one Proposal, in its discretion, or to reject any or all Proposals. TCH's decision on whether or not a Proposal is acceptable will be final and TCH need not consult with the Proponent in making its determination.
- 6.1.3 TCH reserves the right to request additional information with respect to matters not adequately covered in a Proponent's Proposal and to clarify information contained in the RFP.
- 6.1.4 TCH reserves the right to modify any and all requirements stated in the RFP at any time prior to the Closing Time and to extend the Closing Time.
- 6.1.5 TCH reserves the right to cancel this RFP at any time, without penalty or liability to TCH. This RFP should not be considered a commitment by TCH to enter into a Contract.
- 6.1.6 In the event of any disagreement between TCH and a Proponent regarding the interpretation of any provision of this RFP, TCH shall make the final determination as to interpretation.
- 6.1.7 TCH does not represent or warrant, nor will any Proponent be entitled to any compensation or other relief in relation to, the accuracy or completeness of any information set out in, referenced or otherwise provided in or through the RFP, or any addenda issued in connection therewith, or of any other information (including any background or reference information) or documents which may be made available by, through or on behalf of TCH. Proponents must make such independent assessments as they consider necessary or desirable to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any and all of such information shall be at the Proponent's sole risk and without recourse against TCH.



**APPENDIX B**

**PRICE SCHEDULE**

	Total Billable Rate	Statutory Holiday Total Billable Rate	Overtime Total Billable Rate	Volume Discounts
Fire Picket				
Key Holder				

Name of Company \_\_\_\_\_

## **APPENDIX C**

**REQUEST FOR PROPOSAL – RFP 16/08**

**For the Provision of**

**FIRE PICKET AND KEY HOLDER SERVICES**

# **SPECIFICATIONS**

Date Issued: October 16, 2008

Closing Date: October 31, 2008

Toronto Community Housing Corporation  
Community Safety Unit  
365 Bloor St. E., 8<sup>th</sup> Floor  
Toronto, Ontario  
M4W 3L4

# REQUEST FOR PROPOSAL

## RFP16/08 – For the Provision of Fire Picket and Key Holder Services

### 1. PREAMBLE

Toronto Community Housing Corporation (TCH) wishes to develop an approved list of qualified security service providers that can be contracted by individual community housing unit managers as required.

#### **Provide Fire Picket Service**

In the event there is a need to shut down the fire protection equipment/system or of a failure of the fire protection equipment/system or part thereof, alternative measures of occupant safety is required. The purpose of this service is to ensure that a Fire Picket is provided as alternative measure until the situation is rectified.

#### **Provide Key Holder Service**

In the event there is a need for key holder service by TCH and/or its contractors, a security officer will be required to provide watch while services are being performed on TCH's premises. The purpose of this service is to ensure that interim security coverage is provided as deemed necessary by TCH.

### 2. SCOPE OF WORK

#### 2.1 Fire Picket Service

The Proponent shall be required to provide on an as required basis, a Fire Picket Security Officer to respond to any of the TCH's managed housing communities to provide the following services:

- Conduct continual patrols, at least one (1) patrol per hour, of each floor, and/or where the fire alarm system is not working or there is doubt about the reliability of the fire alarm system.
- The Fire Picket Security Officer must keep a written record of the patrols of the building, and present this record to the fire department if requested.
- Check doors (feeling with hand) for heat build up.
- The Fire Picket Security Officer must recognize and correct or report any fire hazards or safety hazards discovered during a patrol (i.e., a sofa left in the hallway).
- Make announcement over voice communication system to alert occupants in the event of a fire. In the event the building does not have a voice communication system, Proponent is required to provide loud hailer/bull horn equipped with a siren type function.

## REQUEST FOR PROPOSAL

### RFP16/08 – For the Provision of Fire Picket and Key Holder Services

- 2.1.1 In cases other than fire, it must be noted that the Fire Picket Security Officer will not be required to respond to resident requests for security service at their units. The Fire Picket Security Officer shall direct all resident inquires as follows:
- Community Housing Management Office for general inquires.
  - TCH Call Center (416-981-5500) for maintenance issues.
  - Toronto Community Housing Corporation's 24-hour Security Dispatch (416-921-2323) for non-life threatening security concerns.
  - 911 for life threatening concerns.
- 2.1.2 The Proponent must have full knowledge of all components of Fire Safety Plan(s) and the building operations as it relates to fire safety and must be fully knowledgeable regarding Fire Code Regulations.
- 2.1.3 TCH shall respond to service request within one (1) hour timeframe.
- 2.1.4 Proponent's Fire Picket Officer must speak fluent English and must be able to communicate clearly over voice communication equipment.
- 2.1.5 The Proponent must describe its resources for the provision of Fire Picket service. Include any information Proponent feels useful enough to enable TCH to make an informed decision about Proponent's ability to provide Fire Picket service.

## 2.2 Key Holder Service

The Proponent shall be required to provide on an as required basis in the event TCH and/or its contractors require a Security Officer to respond to any of TCH's managed housing communities to provide watch while services are being performed on TCH's premises.

- 2.2.1 The Key Holder Security Officer shall maintain physical security of on-site TCH's, specifically, identified premises during tour of duty.
- 2.2.2 TCH shall endeavour to provide the Proponent with at least twenty four (24) hour's notification; however, the Proponent must have the ability to be able to respond to service orders within four (4) hours.
- 2.2.3 The Proponent must describe its resources for the provision of Key Holder Service. Include any information Proponent feels useful enough to enable TCH to make an informed decision about Proponent's ability to provide Key Holder service.

**REQUEST FOR PROPOSAL**  
**RFP16/08 – For the Provision of Fire Picket and Key Holder Services**

**3. Uniform**

3.1 The Proponent shall provide its personnel with proper uniforms; any and all associated costs shall be the responsibility of the Proponent.

3.2 Proponent officers must be properly uniformed at all times while on duty.

**4. Site Authority**

4.1 Site authority shall lie with the Property Management Division and/or the Community Safety Unit (CSU), or their designates.

4.2 The Proponent shall immediately report, without delay and in writing, any complaints received with respect to Fire Picket and Key Holder Services to the Toronto Community Housing Corporation, Community Safety Unit, and conduct an investigation for each complaint to the satisfaction of the Housing Corporation's Community Safety Unit.

**5. Communications**

5.1 Unless otherwise indicated, TCH shall provide Proponent with two-way radio communication equipment and Proponent shall be required to use such device. The Proponent shall ensure its security personnel operate the communication equipment in accordance with Federal Department of Communication Standards and in accordance with TCH's standards.

5.2 TCH shall provide initial training on the use and operation of the communication equipment to Proponent's representative(s). The Proponent shall thereafter provide its personnel with the proper training on the use and operation of the communication equipment.

**6. Dispatch Operations**

6.1 Unless otherwise indicated, the two-way radio shall be utilized to provide its security personnel with direct contact to TCH's dispatch operation. The dispatch operation shall be used to provide instruction/information to Proponent's security personnel, as well as maintaining hourly contact with the dispatch operations.

**7. Supervision**

**REQUEST FOR PROPOSAL**  
**RFP16/08 – For the Provision of Fire Picket and Key Holder Services**

- 7.1 Supervision of the Fire Picket staff will be the responsibility of the Contract Security Service.

**8. Key(s)**

- 8.1 In the event keys are provided, and in the event such key(s) are lost, stolen, damaged or misplaced, Proponent shall immediately inform TCH. The resulting risk of loss, stolen or misplaced key(s) is that of the Proponent.
- 8.2 In the event any key is lost, misplaced, damaged or stolen, the Proponent shall, at its expense, replace the key(s), which includes the cost of rekeying those areas, TCH in its discretion determines are affected. This replacement will include all direct and incidental costs of creating new master and sub-master key(s) and all locking devices as determined by TCH.

**9. Response Format**

- 9.1 TCH urges the Proponent to clearly and concisely articulate its response specific to the question or statement expressed, and refrain from overly lengthy explanation. Proponent should include service capability overview, proven successes in similar environments, and related experience.

**10. Pricing**

- 10.1 Provide a breakdown of all prices and fees associated with Proponent's:
- (i) fire picket service
  - (ii) key holder service
  - (iii) any other relevant pricing information, exclusive of all taxes and disbursements
  - (iv) may also provide different pricing scenarios such as volume discounts, etc.

SEE APPENDIX B.

**11. INSTRUCTIONS TO PROPONENTS**

**11.1 RFP Response Closing Date**

RFP Response shall be received by TCH no later than 11:00:00 a.m. (EST), local time, Friday, October 31, 2008, at the following address:

## REQUEST FOR PROPOSAL

### RFP16/08 – For the Provision of Fire Picket and Key Holder Services

Toronto Community Housing Corporation  
Manager of Strategic Procurement  
931 Yonge Street, Main Floor  
Toronto, Ontario, Canada  
M4W 2H2

- 11.2 No Proposals shall be accepted after closing date.
- 11.3 It is the responsibility of the Proponent to make certain its Proposal is submitted on schedule. Proposals received after the Closing Time will not be accepted and will be rejected and returned unopened.
- 11.4 Faxed transmissions, telegrams or any other form of unsealed proposals will not be accepted.

## 12. Inquiries During Bidding Period

- 12.1 Proponents may submit detailed questions in written form for clarification pertaining to the RFP. All such questions are to be received via electronic format or facsimile **no later than October 21, 2008, 11:00:00 a.m., local time**. Submit questions to:

Caroll Brown  
[caroll.brown@torontohousing.ca](mailto:caroll.brown@torontohousing.ca)  
Fax: (416) 981-4425

- 12.2 TCH shall issue an addendum responding to all questions on October 23, 2008.

## 13. Policies of Toronto Community Housing

In addition to applicable Federal, Provincial and Municipal laws, by-laws, ordinances, rules, regulations, codes and orders, Toronto Community Housing is guided by a set of policies and procedures which determine the way in which it conducts business.

All proponents responding to this RFQ must acknowledge these policies/procedures and agree to be bound by all applicable laws, by-laws, ordinances, rules, regulations, codes, orders and Toronto Community Housing policies/procedures.

Toronto Community Housing maintains the following policies/procedures:

**REQUEST FOR PROPOSAL**  
**RFP16/08 – For the Provision of Fire Picket and Key Holder Services**

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- Ontario Labour Conditions, Construction Lien Claims and Trades Procedures
- Fair Wage Policy (including a Fair Wage Schedule – Statutory Declaration). Toronto Community Housing is a unionized environment.
- The Green Plan Policy
- Human Rights, Harassment and Fair Access Policy
- Community Economic Development Program – participation in this program is not required in this RFP
- Mandatory requirement to use Unionized labours in stipulated trades ( e.g. Local 46 - plumbers, Local 353- electricians, and carpentry trade.
- Contractor Health and Safety Program

For a complete description of these policies/procedures please see the document entitled “Applicable Laws and Toronto Community Housing Policies” which will be made available (upon request) to all proponents electronically.

## SCHEDULE 1 TO REQUEST FOR PROPOSAL RFP 16/08

### TORONTO COMMUNITY HOUSING CORPORATION REQUESTS FOR PROPOSALS

### GENERAL CONDITIONS

#### ARTICLE 1

#### INTERPRETATION

1.1 Whenever any of the following words or phrases are used in the Contract Documents they have the meanings attributed to them as follows:

**“Addendum”** means written clarification, modification, additions to, deletions from, or further instructions or specifications to the Request for Proposal and Contract Documents issued by TCH to the Proponents;

**“Applicable Law”** means all statutes, laws, regulations, ordinances, rules, codes, policies, orders and by-laws of any authority having jurisdiction with respect to the Services, TCH or the Contractor;

**“Business Day”** means any day except a Saturday, Sunday or statutory holiday in Toronto, Ontario;

**“Contract”** means the agreement by and between TCH and the Contractor to perform their respective duties, rights, responsibilities and obligations as prescribed by the Contract Documents;

**“Contract Documents”** means the following documents collectively and “Contract Document” means any one of them:

1. Request for Proposal;
2. General Conditions;
3. Proposal Submission Form;
4. Proposal Specifications;
5. Service Order; and
6. all other documents, addenda and schedules that form part of the RFP as amended.

**“Contractor”** means the person or corporation whose Proposal has been accepted by TCH and who has entered or who is deemed to have entered into the Contract with TCH;

**“Contract Price”** means the total price TCH has agreed to pay to the Contractor for the Services and for everything supplied under and included in the Contract, which amount shall not exceed the amount specified in the Service Order issued to the Contractor;

**“Owner”** and/or **“TCH”** means Toronto Community Housing Corporation;

**“Parties”** means TCH and the Contractor collectively and **“Party”** means either one of them;

**“Project Manager”** is the person appointed as such by TCH to act as TCH’s representative in supervising the performance of the Contract and the Services provided that, if TCH does not appoint a Project Manager, the Project Manager shall be TCH;

**“Proponents”** means the persons or corporations who have submitted Proposals pursuant to the Request for Proposal and **“Proponent”** means any of them;

**“Proposal”** means the proposal submitted by a Proponent pursuant to the Request for Proposal;

**“Request for Proposal”** means the invitation to Proponents issued by TCH with respect to Proposals for the Services;

**“Schedules”** means any schedules, exhibits or appendices annexed to, comprising part of or stated to be applicable in any of the Contract Documents;

**“Specifications”** means the specifications for the Services;

**“Sub-contractor”** means a person to whom the Contractor has subcontracted the whole or any part of the Services in accordance with and as permitted by these General Conditions;

**“Services”** means the total services and supplies that the Contractor is required to perform and provide in order to carry out the terms and conditions of the Contract;

## 1.2 **Conflicts**

In the event of any conflicts between any of the documents or schedules comprising the Contract, the following priorities shall govern:

- (a) Request for Proposal and all Schedules (except General Conditions) and Appendices, as amended;
- (b) General Conditions, as amended.

## 1.3 **Interpretation and Disputes**

If a question or dispute arises with respect to any aspect of the Services, and in particular, and without limiting the generality of the foregoing, as to:

- (a) the meaning, application or performance of any aspect of the Specifications, or any other Contract Document;
- (b) whether the quality or quantity of any material or Services meets the requirements of the Contract or the Specifications;

- (c) whether the Contractor has performed or is performing the Services in accordance with the terms of the Contract; or
- (d) the timing and scheduling of the performance of the Services or any aspect thereof,

the question or dispute will be determined by TCH and such determination shall be final and binding with respect to the matter.

#### 1.4 **Governing Law**

The Contract and the Contract Documents shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein.

#### 1.5 **Entire Contract**

The Contract Documents collectively constitute the entire agreement between and the Contractor pertaining to the Services and supersede all prior agreements, negotiations, discussions and understandings, written or oral. Any alleged oral agreement or arrangement will be disregarded unless such agreement or arrangement is confirmed in writing.

#### 1.6 **Currency**

Unless specified otherwise, all statements of or references to dollar amounts in the Contract are to lawful money of Canada.

#### 1.7 **Supplementary Conditions**

**In the event that the Services to be performed by Contractor is of such a nature that, in the opinion of TCH, acting reasonably, any provisions of these General Conditions are not required or are inappropriate as herein contained, then TCH may waive or modify any or all of such requirements of these General Conditions and any such waiver or modification shall be documented in writing.**

## ARTICLE 2

### ADMINISTRATION OF SERVICES

#### 2.1 **Project Manager**

TCH may appoint, at its own expense, a Project Manager or other representative to act on TCH's behalf in respect of the Services, who may be an employee of TCH or a third party, and such Project Manager will have the authority to act on behalf of TCH as provided in these General Conditions and the Contract Documents.

##### 2.1.1 Role of Project Manager:

- (a) The Project Manager will provide administration of the Contract as described in the Contract Documents.

- (b) The Project Manager may visit the Services Site at any time and from time to time to review the progress and quality of the Services being performed and to determine if the Services is being performed in accordance and conformity with the Contract Documents.
- (c) Subject to TCH's authorization, the Project Manager may designate one or more project representatives to assist in carrying out the Project Manager's responsibilities.
- (d) The Project Manager will not be responsible for the Contractor's failure to carry out the Services in accordance with the Contract Documents. The Project Manager will not have control over, charge of, or be responsible for the acts or omissions of the Contractor, its sub-contractors, suppliers or their respective agents, employees or any other persons performing any portions of the Services.
- (e) The Project Manager will be, in the first instance, the interpreter of the requirements of the Contract. Questions, claims, disputes, and other matters in question relating to the performance of the Services or the interpretation of the Contract shall be referred initially to the Project Manager by notice in writing for the Project Manager's interpretation and finding.
- (f) The Project Manager may, on behalf of TCH, make changes to the scope of the pursuant to Article 4 of these General Conditions.

### **ARTICLE 3**

#### **PERFORMANCE OF THE SERVICES**

##### **3.1 Scope of Services**

The Contractor agrees to perform and provide the Services as provided in the Contract Documents.

##### **3.2 Status of Contractor**

###### **3.2.1 Independent Contractor**

The Contractor shall be engaged pursuant to the Contract and, for all purposes of the Contract, as an independent contractor. Neither the Contractor nor any employee or sub-contractor of Contractor is or shall be engaged or otherwise provide services to TCH as an employee, servant or agent of TCH and nothing in the Contract shall create a contractual relationship between any sub-contractor and TCH.

###### **3.2.2 Deductions and Remittances**

The Contractor shall be solely responsible for any and all payments, deductions and remittances required to be made by law in respect of any payments received by the Contractor for the Services under the Contract or payments made by the Contractor to any of its employees, representatives, agents and sub-contractors, including any such payments, deductions or remittances in respect of Canada or Quebec pension plans, employment insurance, WSIB, income tax, health premiums, goods and services tax or other sales or transfer taxes. The Contractor shall indemnify and hold harmless TCH from

and against any and all payments, costs, expenses, fines or penalties that may arise from the failure of the Contractor to comply with its obligations hereunder.

### 3.3 **Performance of the Services**

#### 3.3.1 Contractor's Personnel

The Contract shall provide all necessary personnel required for performance of the Services. The Contractor shall retain professional and qualified employees, servants, agent or sub-contractors, as the case may be, in order to carry out the terms of the Contract.

#### 3.3.2 Supervision of Services

- (a) The Contractor shall perform the Services efficiently, to the satisfaction of TCH and the Project Manager and in accordance with the terms of the Contract.
- (b) The Contractor shall have control of the performance of the Services and shall cause the Services to be performed either under personal supervision or under the supervision of a competent supervisor.

#### 3.3.3 Review and Inspection of Services

- (a) The Contractor shall provide sufficient, safe and proper facilities at all times for review and/or inspection by TCH, the Project Manager and their representatives or authorized agencies, as applicable.

#### 3.3.4 Sub-contractors

- (a) The Contractor shall provide to TCH a complete list of the names and addresses of the sub-contractors which the Contractor proposes to use in the performance of the Services.
- (b) The Contractor shall require the Contractor's sub-contractors to perform their services in compliance in all respects with the Contract Documents. The Contractor shall be solely responsible for and liable to TCH and shall indemnify and hold harmless TCH from and against any and all claims, damages, costs, expenses, liabilities and obligations arising from or in connection with all acts and omissions of the Contractor's sub-contractors and their employees, agents and representatives in performing the Services or any aspect thereof.
- (c) The Contractor shall ensure that all of its sub-contractors shall be legally bound to comply with the terms and conditions of the Contract Documents applicable to the performance of the Services.
- (d) TCH may, acting reasonably, object to the use by Contractor of a proposed sub-contractor or require the Contractor to employ another sub-contractor, provided however that the Contractor shall not be required to employ as a sub-contractor any person or firm to which the Contractor reasonably objects.

## **ARTICLE 4**

### **DEVIATIONS**

#### **4.1 Deviations**

The Contractor shall not deviate from the Specifications without prior written permission from TCH and the Contractor shall correct unauthorized deviations in the Services at the Contractor's expense.

#### **4.2 Changes in Services**

4.2.1 TCH may, in its discretion and without invalidating the Contract, make changes to the Services or the scope thereof, by altering, adding to, or deducting from the Services, provided that the Contract Price and any completion date for the Services shall be adjusted. The Contractor shall keep and present, in such form as TCH may require, an itemized accounting of all applicable and related costs and expenditures or savings in respect of any such changes, together with supporting data.

4.2.2 No additional Services shall be done or services provided or other changes to the Contract made without Contractor receiving prior written permission from TCH.

#### **4.3 Valuation of Changes or Deviations in Services**

4.3.1 TCH shall determine the value of any change to or deviation in the Services by any one or more of the following methods:

- (a) by estimate in a lump sum;
- (b) by unit prices;
- (c) by cost and percentage; or
- (d) by cost and a fixed fee.

## **ARTICLE 5**

### **APPLICABLE LAWS AND TCH POLICIES**

#### **5.1 Compliance with Applicable Law**

**The Contractor, in carrying out the Services, shall comply with all applicable laws in force in the province of Ontario and the laws of Canada applicable therein, and any successor legislation.**

#### **5.2 The Residential Tenancies Act**

5.2.1 The Contractor acknowledges and agrees that the Contractor shall comply with the Residential Tenancies Act, 2006, S. O. 2006, c. 17 in performing the Services.

**5.3 By-Laws, Notices, and Codes**

5.3.1 The by-laws, ordinances and legal requirements, rules, regulations, codes and orders of the municipality shall apply to the performance of the Services and the Contractor shall comply (and shall ensure that each of its sub-contractors complies) with all such by-laws, ordinances and legal requirements, rules, regulations, codes and orders and with all other Applicable Law.

5.3.2 The Contractor shall promptly notify TCH of any notices of violations issued in regards to any violation of a by-law, ordinance, legal requirement, rule, regulation, code and order of the municipality. The Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to the Contractor's failure to comply with the provisions of such Applicable Law.

**5.4 Workplace Safety & Insurance Board Certificate of Clearance**

5.4.1 The Contractor shall submit a Workplace Safety and Insurance Board ("WSIB") Clearance Certificate indicating its WSIB firm number, account number and that its account is in good standing. This form must be submitted prior to the commencement of the Services. The Contractor further agrees to maintain its WSIB account in good standing throughout the term of the Contract. TCH will require the Contractor to produce a Clearance Certificate from WSIB from time to time during the term of the Contract on request and/or prior to any payment under the Contract.

5.4.2 If the Contractor is a self-employed individual or partner who does not pay WSIB premium and is recognized by WSIB as an "independent operator", a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to TCH prior to the commencement of the Services.

5.4.3 If the Contractor does not produce confirmation pursuant to subsection 5.4.1 or 5.4.2, as applicable, TCH, in its discretion, may terminate the Contract.

**5.5 Ontario Labour Conditions, Construction Lien Claims and Trades**

5.5.1 The Contractor shall employ in the performance of the Work only persons who are fully qualified to perform the Work required. The Contractor shall comply with the provisions of all Applicable Law, including without limitation, the Construction Lien Act, R.S.O. 1990, c. C.30, and where applicable, the Employment Standards Act, R.S.O.1990, c. E.14 and any regulations made under such statutes.

5.5.2 Any part of the Work that is performed by members represented by union locals under the provisions of any collective agreement to which TCH is also subject shall in each such case be performed only by an employer who is also subject to such collective agreement, unless, as verified by the Project Manager, the agreement does not prohibit such work from being performed by others. Without limiting the generality of the foregoing, such collective agreements include:

- (a) where applicable, the current collective agreements covering the residential sector of the construction industry in the geographical area in which the Work Site is located, under or pursuant to:

- (i) The Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, where it applies to the residential sector;
  - (ii) The Residential Agreement between the Electrical Contractors Association of Toronto and the International Brotherhood of Electrical Workers, Local 353;
  - (iii) The High Rise Residential Agreement between the Metropolitan Plumbing and Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 46;
  - (iv) The Low Rise Residential Agreement between the Independent Plumbing & Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 46; and
  - (v) The collective agreement between Toronto Community Housing Corporation and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America;
- (b) where applicable, the current collective agreements covering other sectors of the construction industry, including the industrial commercial and institutional sector, in the geographical area in which the Work Site is located, under or pursuant to:
- (i) The Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario;
  - (ii) The provincial agreement between the Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council;
  - (iii) The provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' Employee Bargaining Agency; and
  - (iv) The provincial agreement between the International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and the Masonry Industry Employers Council of Ontario.

5.5.3 Subsection 5.5.2 shall apply to each sub-contractor *mutatis mutandis* and the Contractor shall include the provisions of each subsection of this section 5.5, with all necessary changes, in each of its contracts with sub-contractors for any part of the Work.

5.5.4 The Contractor shall indemnify and save harmless TCH from and against all loss, costs, claims, expenses, penalties, obligations and/ or damages (which shall include, for certainty, but are not limited to, grievances) suffered by TCH arising from the failure of the Contractor or any sub-contractor to comply with the requirements of subsections 5.5.2 or 5.5.3.

## 5.6 ***Municipal Freedom of Information and Protection of Privacy Act and Confidentiality***

5.6.1 The Contractor acknowledges and agrees that this Contract and any materials or information related thereto provided to TCH are subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 (“MFIPPA”), which may be subject to disclosure under MFIPPA, or otherwise.

5.6.2 The Contractor shall keep confidential all information about TCH and the Contract, its correspondence including its business decisions and processes, acquired in the process of performing the terms of the Contract. All documents and material supplied to the Contractor, its employees and subcontractors are the property of TCH and shall be kept confidential and shall be returned upon request from TCH and the Property Manager.

5.6.3 The Contractor shall not, directly or indirectly, disclose or use any material or information belonging to TCH pursuant to this Contract that TCH cannot or may not wish to disclose or use under the MFIPPA, unless the Contractor has received written consent from TCH for such disclosure or use.

5.6.4 Upon receipt of a written request from TCH, the Contractor shall deliver forthwith to TCH all material and information specified in the request that is the property of TCH and in the possession or under the control of the Contractor. No copy or duplicate of any such material or information delivered to TCH shall be retained by the Contractor without the prior written approval of TCH. The Contractor shall not destroy any material or information which is the property of TCH without the prior written approval.

5.6.5 This section 5.6 survives the completion of the Contract or early termination of this Contract.

## 5.7 **Fair Wage Policy**

The Fair Wage Policy and the Fair Wage Schedules of TCH are incorporated by reference into the Contract and apply equally to the Contractor and any sub-contractors engaged in the Services for TCH. The Contractor shall comply, and shall ensure that each of its sub-contractors complies, with the Fair Wage Policy and the Fair Wage Schedules. In addition to any remedies provided for in the Fair Wage Policy and the Fair Wage Schedules, the Contractor shall indemnify and save harmless TCH from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by TCH arising from the failure of the Contractor or any sub-contractor to comply with the Fair Wage Policy and/or Fair Wage Schedules of TCH.

## 5.8 **Contractor Health and Safety Program**

The Contractor and its subcontractors shall comply with requirements of all applicable federal, provincial and/or municipal health and safety legislative requirements, applicable regulations, and all applicable industry standards and guidelines pertaining to the Services, including the *Occupational*

*Health and Safety Act, R.S.O., 1990, c. O.1 (“OHSA”)* and its regulations, and Toronto Community Housing’s Contractor Health and Safety Program.

Toronto Community Housing’s Contractor Health and Safety Program is incorporated by reference into the Contract and applies equally to the Contractor and any sub-contractors engaged in performing the Services. The Contractor shall comply, and shall ensure that each of its sub-contractors complies with the Contractor Health and Safety Program to the same extent of the Contractor’s obligations thereunder. In addition to any remedies provided for in the Contractor Health and Safety Program, the Contractor shall indemnify and save harmless Toronto Community Housing from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by Toronto Community Housing arising from the failure of the Contractor or any sub-contractor to comply with its obligations under this section 5.8.

#### 5.9 **The Green Plan Policy**

TCH’s Green Plan Policy is incorporated by reference into the Contract and applies equally to the Contractor and any sub-contractors engaged in performing the Services, but only to the extent required by the Request for Proposal. The Contractor shall comply, and shall ensure that each of its sub-contractors complies with the Green Plan Policy to the same extent of the Contractor’s obligations thereunder. In addition to any remedies provided for in the Green Plan Policy, the Contractor shall indemnify and save harmless TCH from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by TCH arising from the failure of the Contractor or any sub-contractor to comply with its obligations under this section 5.9.

#### 5.10 **Community Economic Development Program**

TCH’s Community Economic Development Program is incorporated by reference into the Contract and applies equally to the Contractor and any sub-contractors engaged in performing the Services, but only to the extent required by the Request for Proposal. The Contractor shall comply, and shall ensure that each of its sub-contractors complies with the Community Economic Development Program to the same extent of the Contractor’s obligations thereunder. In addition to any remedies provided for in the Community Economic Development Program, the Contractor shall indemnify and save harmless TCH from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by TCH arising from the failure of the Contractor or any sub-contractor to comply with its obligations under this section 5.10.

#### 5.11 **Human Rights, Harassment and Fair Access Policy**

TCH’s Human Rights, Harassment and Fair Access Policy is incorporated by reference into the Contract and applies equally to the Contractor and any sub-contractors engaged in performing the Services. The Contractor shall comply, and shall ensure that each of its sub-contractors complies with the Human Rights, Harassment and Fair Access Policy to the same extent of the Contractor’s obligations thereunder. In addition to any remedies provided for in the Human Rights, Harassment and Fair Access Policy, the Contractor shall indemnify and save harmless TCH from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by TCH arising from the failure of the Contractor or any sub-contractor to comply with its obligations under this section 5.11.

#### 5.12 **Toronto Community Housing Policies**

The Contractor and any sub-contractors engaged in performing the Services shall adhere to any other Toronto Community Housing policy in effect from time to time. All Toronto Community

Housing policies are posted on Toronto Community Housing's website, and it is the sole responsibility of the Contractor to review Toronto Community Housing's website to familiarize itself with Toronto Community Housing policies. The Contractor shall comply, and shall ensure that each of its sub-contractors complies with the any other Toronto Community Housing policy to the same extent of the Contractor's obligations thereunder. In addition to any remedies provided for under such policy, the Contractor shall indemnify and save harmless Toronto Community Housing from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by Toronto Community Housing arising from the failure of the Contractor or any sub-contractor to comply with its obligations under such policy.

## **ARTICLE 6**

### **PROPOSAL SECURITY – not applicable**

#### **6.1 Bid Bond/Letter of Credit**

All Proposals shall be accompanied by one of:

- 6.1.1 a Bid Bond in the form required by Toronto Community Housing from a Surety authorized to transact the business of suretyship in the Province of Ontario;
- 6.1.2 a certified cheque; or
- 6.1.3 a Bank Draft or an irrevocable Letter of Credit (not a letter of guarantee) in favour of Toronto Community Housing,

in the amount of ten per cent (10%) of the Contract Price.

#### **6.2 Agreement to Bond**

All Proposals with a Contract Price in excess of \$100,000 shall be accompanied by an Agreement to Bond (Surety Consent) by a Surety authorized to transact the business of suretyship in the Province of Ontario in a form acceptable to Toronto Community Housing stating that the Surety will provide a Performance Bond for 10% of the Contract Price and a Labour and Material Bond for 50% of the Contract Price.

#### **6.3 Duration of Bid Security**

Bid Security and Agreements to Bond must remain valid for 90 days after the Bid Closing Time.

#### **6.4 Return of Bid Security**

Bid Security of unsuccessful Proponents will be returned upon award of the Contract to the Successful Proponent.

## **ARTICLE 7**

### **PERFORMANCE SECURITY – not applicable**

#### **Delivery of Performance Security**

The Contractor shall provide, at its own cost, within seven (7) Business Days after receipt by the Successful Proponent of the Award Letter, the following Performance Security in favour of Toronto Community Housing and covering the three (3) year term of the Contract in order to secure the performance of the Contract.

7.1.1 If the Contract Price is greater than \$100,000, the following security is required to be provided contemporaneously with the execution of this Contract:

- (a) A performance bond issued by a surety company authorized to transact the business of a surety in the province of Ontario and in Toronto Community Housing's approved form which shall be in an amount equal to 10% of the Contract Price; and
- (b) A labour and material payment bond, issued by a surety company authorized to transact the business of a surety in the province of Ontario and in Toronto Community Housing's approved form which shall be in an amount equal to 50% of the Contract Price.

7.1.2 If the Contract Price is \$100,000 or less, the following security equal to 10% of the Contract Price may be provided by the Contractor to Toronto Community Housing in lieu of the Performance Bond referred to in section 7.1.1:

- (a) An irrevocable letter of credit, bank draft or certified cheque; or
- (b) bearer or negotiable bonds of Canada or the Province of Ontario (having a market value as at the date they are provided to Toronto Community Housing equal to or greater than 10% of the Contract Price)

#### **7.2 Termination for Failure to Provide Security**

If the Contractor fails to meet the requirements of section 7.1 as applicable, then Toronto Community Housing may, in its discretion, decline to sign the Contract and apply any performance security provided by the Preferred Proponent pursuant to the Proposal as liquidated damages and Toronto Community Housing may appoint any other Preferred Proponent as the Preferred Proponent, advertise for new proposals, or carry out the Work or Services in any way as Toronto Community Housing may, in its sole discretion, determine.

#### **7.3 Retention of Performance Security**

Performance Security provided pursuant to Article 7 may be retained by Toronto Community Housing for a period which is the lesser of:

- (a) the period which is co-existent with the warranties given by the Contractor under the Contract; and
- (b) a period of two (2) years from the date on which the final payment under the Contract falls due, following which time it will be returned to the Contractor.

## **ARTICLE 8**

### **INSURANCE AND INDEMNITIES**

#### **8.1 General Liability Insurance**

The Consultant shall obtain and maintain, throughout the term of the Contract, General Liability Insurance in the name of the Consultant and shall ensure that TCH is named as an additional insured under such policy. The limits of this insurance shall be not less than \$2,000,000 per occurrence for bodily injury and property damage, including loss of use thereof, with a deductible of not more than \$1,000.00. The Party responsible for a specific claim under this policy shall be responsible for the deductible. Such General Liability Insurance hereunder shall be obtained prior to the Consultant commencing performance of the Services and will remain in full force and effect from the date of the Contract to and including the date on which final payment under the Contract is due.

#### **8.2 Automobile Insurance**

The Consultant shall, at its own expense, obtain and maintain until the termination of the Contract and provide TCH with evidence of automobile liability insurance for an amount not less than \$1,000,000 per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the provision and performance of the Services. The Consultant shall not commence the Services until such time as the required evidence of insurance has been filed with and approved by TCH. The Consultant shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date during the term of the Contract.

#### **8.3 Indemnities**

8.3.1 The Consultant agrees that TCH, its directors, officers, appointees, employees, agents and representatives shall not be liable for any injury or damage including death, property loss, or damage sustained by the Consultant or its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors, volunteers or any other third party that arises in whole or in part from any action or omission by Consultant or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Services.

8.3.2 The Consultant agrees that it shall at all times indemnify and save harmless TCH, its directors, officers, appointees, employees, representatives and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that arise from or relate, in whole or in part, to any act or omission by the Consultant or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Services.

8.3.3 This indemnity shall survive the termination or the expiry of the term of the Contract.

**ARTICLE 9**

**DEFAULT AND TERMINATION**

**9.1 Termination**

9.1.1 TCH may terminate the Contract in any of the following circumstances, namely:

- (a) without cause upon giving the Contractor at least sixty (60) days' written notice
- (b) where the Contractor has defaulted or has materially delayed in commencing or in diligently performing the Services or any portion thereof to the satisfaction of TCH and TCH has given thirty (30) days written notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) Business Days after such notice was communicated;
- (c) where the Contractor has defaulted in the completion of the Services, or any portion thereof, within the time prescribed by the Contract for such completion and TCH has given notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default, and such default continues for seven (7) Business Days after such notice was communicated;
- (d) where the Contractor has become insolvent;
- (e) where the Contractor has committed an act of bankruptcy or has been declared a bankrupt or has made an assignment in bankruptcy;
- (f) where the Contractor has abandoned the Services;
- (g) where the Contractor has assigned the Contract or any part thereof or of the Services without the required consent of TCH;
- (h) where the Contractor has otherwise failed to observe or perform in any material respect any of the provisions of the Contract and TCH has given notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default, and such default continues for seven (7) Business Days after such notice was communicated.

9.1.2 Where the Contract has been terminated, the Contractor shall not be entitled to any further payment, including payments then due and payable but not paid and the obligation of TCH to make payments shall be at an end and the Contractor shall be liable upon demand of TCH to pay to TCH an amount equal to all loss and damage suffered by TCH by reason of the non-completion of the Services by the Contractor.

## **ARTICLE 10**

### **CONFLICTS OF INTEREST**

#### **10.1 Conflicts of Interest**

- 10.1.1 The Contractor shall declare immediately to TCH any conflict of interest, actual or potential, that arises during any of (a) the period between the issuance of the Request for Proposal and the Proposal Submission, (b) the period for evaluation by TCH of the Proposal or (c) the term of the Contract, including if such conflict arises from the retention or proposed retention of the Contractor for services by another person. If TCH requires same, the Contractor shall take all such steps as TCH requires to remove such conflict of interest, including the refusal of the new assignment.
- 10.1.2 At the time of disclosure of any existing or potential conflict of interest, the Contractor must provide TCH with the Contractor's proposed means to minimize such conflict to the greatest extent possible. The Contractor shall submit such additional information to TCH as TCH may require in connection with its consideration of the conflict.
- 10.1.3 TCH may, in its sole discretion, waive any or all existing or potential conflicts, or the impact of any existing relationships, whether arising out of existing business relationships or otherwise. Any such waiver shall be upon such terms and conditions as TCH, in its discretion, may require to satisfy itself that the conflict has been appropriately managed, mitigated and minimized.
- 10.1.4 If TCH discovers at any time that there has been a breach of the provisions of this section 8.1, TCH reserves the right to terminate the Contract.

## **ARTICLE 11**

### **CONFIDENTIALITY**

#### **11.1 Confidentiality**

The Contractor acknowledges that, during the term of this Contract, TCH may disclose to the Contractor or the Contractor may otherwise obtain as a result of this Contract, confidential information or trade secrets concerning TCH, including without limitation, information of or relating to TCH's finances, business, purchasing information, mailing lists, tenant identification and related information, employees or other information regarding or relating to TCH and its undertakings (collectively "Confidential Information"). The Contractor agrees to keep confidential and not to disclose or communicate directly or indirectly to any third party during the term of this Contract or thereafter, any such Confidential Information and to cause its affiliates, employees and agents to comply in all respects with this provision. The Contractor shall indemnify and hold harmless TCH from and against any and all claims, proceedings, actions, damages, costs, expenses, losses, obligations and liabilities whatsoever arising out of or relating to a breach of this provision by the Contractor, its affiliates, employees or agents.

## **ARTICLE 12**

### **GENERAL PROVISIONS**

## 12.1 **Use of Intellectual Property**

Insofar and to the extent that the Contractor has any intellectual property rights in any products or deliverables (including any reports or similar documents) provided to TCH under this Contract, including without limitation any trade names, trademarks, patents, copyrights and licences, the Contractor hereby grants to TCH a non-exclusive, irrevocable, worldwide, royalty-free right and licence to use such intellectual property rights, including, for certainty, in connection with the use, sale, lease or disposition of any product or deliverables.

## 12.2 **Code of Conduct**

The Contractor shall, and shall cause its employees and agents to, at all times act professionally and ethically in their performance of the Services under this Contract, including in their dealings with TCH's employees and tenants.

## 12.3 **Amendment**

No change to or modification of the Contract shall be valid unless it is in writing and signed by TCH or the Project Manager, on behalf of TCH, and the Contractor.

## 12.4 **Undertakings**

The parties hereto shall sign such further and other documents, cause such meetings to be held, do and perform and cause to be done and performed such further and other acts and things as may be necessary and desirable in order to give full effect to the Contract throughout the term of this Contract.

## 12.5 **Time of the Essence**

Time shall be of the essence of the Contract and every part thereof and no extension or variation of the Contract shall operate as a waiver of this provision. All dates or deadlines are to be strictly adhered to.

## 12.6 **Severability**

If any provision or provisions of the Contract or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract, or the application of such provision or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Contract shall be valid and be enforced to the fullest extent permitted by law and be independent of every other provision of the Contract.

## 12.7 **Assignment**

The Contractor shall not assign any of its rights under the Contract or any part thereof or, without the prior written approval of TCH, which approval may be withheld by TCH, in its sole discretion.

## 12.8 **Enurement**

The Contract and the provisions thereof shall enure to the benefit of and will be binding upon the Parties hereto and their respective successors and permitted assigns.

**Schedule 2: TCH Contractor Health and Safety Program  
List of Designated Substances**

**RFP 16/08 – For the Provision of Fire Picket and Key Holder Services**

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**Toronto  
Community  
Housing**

**List of Designated Substances  
Designated by the OHSA**

**Designated Substances likely to be found in TCH buildings:**

**Designated Substance – Arsenic, Reg. 836, am. O. Reg. 378/91**

(sometimes found in pressure treated lumber)

**Designated Substance – Asbestos, Reg. 837, am. O. Reg. 382/91**

(sometimes found in insulation, plaster, tile, piping, siding, gaskets etc.)

**Designated Substance – Asbestos on Construction Projects and in Building and Repair Operations, Reg. 278/05**

(sometimes found in insulation, plaster, tile, piping, siding, gaskets etc.)

**Designated Substance – Lead, Reg. 843, am. O. Reg. 374/91**

(sometimes found in paint and other coatings, plumbing etc.)

**Designated Substance – Mercury, Reg. 844, am. O. Reg. 375/91**

(sometimes found in thermostats and other controls)

**Designated Substance – Silica, Reg. 845, am. O. Reg. 521/92, 391/00**

(sometimes found in concretes and plasters etc.)

**Designated Substances not likely to be found in TCH buildings:**

**Designated Substance – Acrylonitrile, Reg. 835, am. O. Reg. 353/91**

**Designated Substance – Benzene, Reg. 839, am. O. Reg. 511/92, 387/00**

**Designated Substance – Coke Oven Emissions, Reg. 840, am. O. Reg. 381/91**

**Designated Substance – Ethylene Oxide, Reg. 841, am. O. Reg. 379/91**

**Designated Substance – Isocyanates, Reg. 842, am. O. Reg. 377/91**

**Designated Substance – Vinyl Chloride, Reg. 846, am. O. Reg. 376/91**





Department	All TCH Units
File No.	13184
Suspect Designated Substance	Mercury
Assessment Performed by	Anne-Marie Landis

Work Operations	Occupations	Frequency	Duration	Quantity Involved	Recommended Exposure Controls																		Conclusion - Potential Exposure with Recommended Controls								
					Routes of Actual or Potential Exposure								Engineering Controls			Hygiene Facilities			Hygiene Practices		Exposure Control Work Procedures	Administrative Exposure Controls	Personal Protective Devices (Describe)				None	Trivial	> Trivial < Potentially Significant	Potentially Significant	
					Inhalation	A/P/B	Absorption	A/P/B	Skin Contact	A/P/B	Ingestion	A/P/B	Containment	MGV	LEV	Eyewash	Shower	Sink	Post Use Wash-up	Other	(Describe)	(Describe)	Hands	Respiratory	Eyes	Other					
Removing or replacing damaged thermostats/switches	Maintenance, Building Operators, Property Managers	Less than 1 per year	Less than 1 hour per occasion	Small					√	P	√	P					√	√	√	√	Change clothes post work	Perform work in unoccupied area		Gloves		Safety glasses with side shield		√			
	Electricians	Less than 1 per month	Less than 1 hour per occasion	Small					√	P	√	P					√	√	√	√	Change clothes post work	Perform work in unoccupied area		Gloves		Safety glasses with side shield		√			
<b>Fluorescent Light Bulbs</b>																															
Removing or replacing intact fluorescent light bulbs	Maintenance, Building Operators, Property Managers	More than once per week	A few minutes per occasion	One to ten					√	P														Gloves		Safety glasses with side shield		√			
	Electricians	More than once per month	A few minutes per occasion	One to ten					√	P																					
Removing or replacing damaged fluorescent light bulbs	Maintenance, Building Operators, Property Managers	Less than once per month	A few minutes per occasion	One to ten					√	P	√	P					√	√	√	√	Change clothes post work	Perform work in unoccupied area		Gloves		Safety glasses with side shield		√			
	Electricians	Less than once per month	A few minutes per occasion	One to ten					√	P	√	P					√	√	√	√	Change clothes post work	Perform work in unoccupied area		Gloves		Safety glasses with side shield		√			

**Proposal : RFP 16/08**

**SCHEDULE 3**

**Description : For the Provision of Fire Picket and Key Holder Services**

**Closing Date : Friday, October 31, 2008**

**Closing Time : 11:00:00 a.m., local time**

**Health & Safety Policy Statement**

Toronto Community Housing Corporation  
Health and Safety Program



Toronto  
Community  
Housing

*Submit with proposal.*

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RFP No.: 16/08

Work Description: For the Provision of Fire Picket and Key Holder Services

**Please provide your Health and Safety Policy Statement on  
company logo.**





## **Schedule 5**

### **GREEN PLAN POLICY**

Toronto Community Housing Corporation is committed to being an environmental leader and requires all contractors and suppliers to contribute to the success of environmental initiatives as a requirement in their contract from the time they are retained until the contract is completed.

To ensure that the goals of Toronto Community Housing Corporation's Green Plan are met the following criteria will apply to all goods and services:

- I. Does not harm human health and/or the environment
- II. Conserves energy and/or water
- III. Is durable and sustainable
- IV. Manages and/or reduces waste
- V. Is not a wasteful allocation of resources

**PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY (WITH NO AMENDMENTS)**  
**NOTE: IF INSURANCE IS PLACED IN PRIMARY AND EXCESS LAYERS, FILE SEPARATE CERTIFICATES FOR EACH**

**CERTIFICATE OF INSURANCE**

Project Number: RPF 16/08	Name of Company (Supplier):	Contract or Project to which this certificate applies. FIRE PICKET AND KEY HOLDER SERVICES
Address of Insured (including Street Name, City, Province and Postal Code)		Telephone No. ( )
		Fax No: ( )
Name of Insurance Company (including Street Name, City, Province and Postal Code)		

***This is to certify, that the insured set forth, is insured with the Insurance Company, which insurance is described below:***

***Motor Vehicle Liability - must cover all vehicles owned, leased or operated by, or on behalf of the Insured.***

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE Mon. / Day / Year	EXPIRY DATE Mon. / Day / Year	LIMITS OF LIABILITY Bodily Injury & Property Damage - Inclusive
Commercial General Liability				\$
Commercial General Liability – Including Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Owner’s and Contractor’s Protective Coverage, Products – Completed Operations, Contingent Employer’s Liability, Cross Liability Clause and Severability of Interest Clause.				
Motor Vehicle Liability				\$

Toronto Community Housing Corporation and Toronto Housing Company Inc. are added to the above described, contract or project, as additional insured under the Commercial General Liability Policy, but only with respect to its interest in the operations of the named insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the insured named above and are in force at this time. It is further warranted that there are no conditions in any of the above policies that would invalidate coverage for the above contract.

If cancelled or any material change in any manner, that would affect the Toronto Community Housing Corporation as outlined in coverage specified herein for any reason, so as to affect the above policies, thirty (30) days prior written notice by registered mail will be given by the insurer(s) to the:

**TORONTO COMMUNITY HOUSING CORPORATION**  
**ATTENTION: MANAGER, STRATEGIC PROCUREMENT UNIT**  
**931 YONGE ST. 6<sup>TH</sup> FLOOR**  
**TORONTO, ONTARIO, M4W 2H2**

**This certificate is executed and issued to the aforesaid Toronto Community Housing Corporation, the day and date herein written below.**

Name of Insurance Company ( or broker)	Name of Representative or Official Authorized (Please Print)
Signature of Authorized Representative or Official	Date:
Telephone ( )	Fax Number ( )