

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



February 2, 2009

Toronto Community Housing Corporation invites sealed bids for:

RFP 01/09

Supply and Installation of Solar Domestic Hot Water System at 33 Coatsworth Crescent, Toronto

Attached, please find a copy of the Request for Proposal 01/09 and a copy of Appendix D to this RFP which is attached separately due to its size.

Proponents are required to submit one (1) original and four (4) 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 Monday, March 16, 2009:

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 no later than March 2, 2009 11:00 a.m., local time. Submit questions to: Xhavit Zaganjori, xhavit.zaganjori@torontohousing.ca.

A mandatory site meeting will be held on Monday, February 9, 2009, 10:00 a.m. at 33 Coatsworth Crescent, Toronto. Failure to attend will render your bid disqualified. Latecomers may be excluded from bidding.

Please ensure that all responses are clearly marked: "TCH RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at 33 Coatsworth Crescent" 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. Late responses will be accepted or rejected at the sole discretion of TCH.

The lowest or any quotation will not necessarily be accepted.

Yours truly,

Ruth M. Allder
Senior Purchasing Officer (Acting)
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

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

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**TORONTO COMMUNITY
HOUSING CORPORATION**



**Reference No.: RFP 01/09
Supply and Installation of Solar Domestic Hot Water
System at 33 Coatsworth Crescent**

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

Closing date: Monday, March 16, 2009, 11:00:00 a.m., Local Time

**BID SUBMISSION
DOCUMENTS ENCLOSED**

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Note:

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

TORONTO COMMUNITY HOUSING CORPORATION
REQUEST FOR PROPOSAL NO. RFP 01/09
SOLAR DOMESTIC HOT WATER
AT 33 COATSWORTH CRESCENT, TORONTO

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- Schedule 3 - General Contractor Pre-Qualification Form
- Schedule 4 - Proponent's Health and Safety Statement
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- Schedule 6 - Green Plan Policy
- Schedule 7 - Community Economic Development Program
- Schedule 8 - Certificate of Insurance

- Schedule 9 - Contract

ARTICLE 1
PROJECT INFORMATION

1.1 Purpose of This Request for Proposal

Toronto Community Housing Corporation is requesting proposals for the supply and installation of a complete solar domestic hot water system at 33 Coatsworth Crescent, Toronto, as more precisely described in Appendix C of this RFP. 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”) will include the structural and mechanical engineering, all permits, roof support and integration with the building domestic hot water system at 33 Coatsworth Crescent, Toronto. The technical requirements of the Services are set out in Appendix C to this RFP (the “Specifications”).

1.2.2 Toronto Community Housing Corporation anticipates but does not warrant that the Services shall be required in respect of supply and installation of a complete solar domestic hot water system over the Contract Period.

1.2.3 Toronto Community Housing Corporation 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).

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 Toronto Community Housing Corporation. Refer to Section 5.6 of this RFP.

1.2.6 Toronto Community Housing Corporation reserves the right to give preference to:

- (a) Proposals that demonstrate compliance with the principles of Toronto Community Housing Corporation’s Green Plan Policy (Schedule 6 to this RFP) and exceed the minimum standards established by the Specifications; and
- (b) Proposals that demonstrate a willingness on the part of the Proponent to participate in and promote Toronto Community Housing Corporation’s Policy on Community Economic Development (Schedule 7 to this RFP) in carrying out the Services, in excess of the minimum requirements contained in this RFP.

1.3 Schedule of Services

Refer to Section 10 of Appendix C - Specifications.

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 Toronto Community Housing Corporation and a Proponent approved to provide the Services created by the acceptance by Toronto Community Housing Corporation 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 including the Invitation;
- (d) the Schedules to this RFP;
- (e) the Appendices to this RFP;
- (f) the General Conditions (Services);
- (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 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation to an approved Proponent to perform the Services in accordance with terms of the Contract.

“Specifications” means the scope of work (or services) as set forth in Appendix C of the RFP.

1.5 Non-Binding On Toronto Community Housing Corporation

Neither the issuance of this RFP by Toronto Community Housing Corporation nor any of its terms or conditions shall be binding on Toronto Community Housing Corporation and Toronto Community Housing Corporation shall have no obligation to award a Contract on the basis of the Proposals submitted pursuant to this RFP or to any person whatsoever. Toronto Community Housing Corporation 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 Toronto Community Housing Corporation to provide the Services on the terms and conditions set forth in the Proponent's Proposal and the Contract Documents. The acceptance by Toronto Community Housing Corporation of a Proponent's Proposal shall create and constitute a binding Contract. The issuance by Toronto Community Housing Corporation 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 Toronto Community Housing Corporation from time to time.

ARTICLE 2 SUBMISSIONS

2.1 General Requirements

2.1.1 Proponents are required to submit one (1) original and four (4) copies of the Proposal in a sealed envelope clearly identified as Request for Proposal No. RFP 01/09 Proposal for the Supply and Installation of a complete Solar Domestic Hot Water at 30 Coatsworth Crescent, Toronto and marked with the Proponent's name and address to:

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

no later than 11:00:00 am Local Time, March 16, 2009

2.1.2 Proposals must be received at the location specified above, before the specified Closing Time. Proposals will not be considered by Toronto Community Housing Corporation 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 Toronto Community Housing Corporation 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) Contract – Schedule 9
- (d) General Contractor Pre-Qualification Form – Schedule 3
- (e) Statement of Proponent’s Health and Safety Policy - Schedule 4
- (f) Statutory Declaration – Fair Wage – Schedule 5
- (g) WSIB Clearance Certificate
- (h) Insurance Certificate – Schedule 8
- (i) Bid Bond – refer to General Conditions - Article 6 Proposal Security –Schedule 1
- (j) Community Economic Development Program – see Article 5 item 5.8
- (k) Any other forms specified in Section 13 of the Specifications of this RFP package or otherwise requested in writing by Toronto Community Housing Corporation 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 Toronto Community Housing Corporation representative below:

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

Attention: Ruth M. Allder
 Phone No: 416-981-4107
 Fax No: 416-981-4111

The Toronto Community Housing Corporation 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 Toronto Community Housing Corporation’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 Toronto Community Housing Corporation, any Proposal contains a minor defect, or fails in some way to comply with any requirement of this RFP that, in the opinion of Toronto Community Housing Corporation, can be remedied without providing to the Proponent an unfair advantage with respect to the other Proponents, Toronto Community Housing Corporation may request clarification from the Proponent, and Toronto Community Housing Corporation, 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 Toronto Community Housing Corporation, properly clarifies its Proposal within the specified time of receiving a request for clarification from Toronto Community Housing Corporation, may result in rejection of the Proposal.

2.2.6 Once Proposals are opened, they become the property of Toronto Community Housing Corporation 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 Toronto Community Housing Corporation 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, Toronto Community Housing Corporation 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 Toronto Community Housing Corporation consider a Proposal if Toronto Community Housing Corporation 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 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation of the benefits of free and open competition.

- 2.3.4 Under no circumstances shall Toronto Community Housing Corporation 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 Toronto Community Housing Corporation, its elected or appointed directors or officers and employees in relation to any other contract or services or any matter arising from Toronto Community Housing Corporation's exercise of its powers, duties or functions or who is a defendant or respondent in an action or proceeding by Toronto Community Housing Corporation.

ARTICLE 3 **EVALUATION**

3.1 Sequence Of Events

The following is a tentative schedule to assist Proponents. Also, refer to Section 10 - Specifications - Time Line.

	Event	Responsible Party	Date
1	Issue RFP	Toronto Community Housing Corporation	Monday, February 2, 2009
2	Mandatory Site Visit	Toronto Community Housing Corporation/ Proponents	Monday, February 9, 2009, 10:00 a.m. at 33 Coatsworth Crescent
3	Deadline for Questions	Proponents	Monday, March 2 , 2009
4	Submission of Proposals	Proponents	Monday, March 16 , 2009, 11:00:00 a.m. local time
5	Selection of Preferred Proponent(s)	Toronto Community Housing Corporation	Monday, March 23 , 2009
6	Notification and Execution of Contract	Toronto Community Housing Corporation	Thursday, March 26 , 2009

3.2 Evaluation Process

- 3.2.1 Prior to the Closing Date, Proponents may contact the Strategic Procurement Office of Toronto Community Housing Corporation 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 the General Conditions and each of The Fair Wage Policy, The Green Plan Policy and the Policy on Community Economic Development.
- 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. Proponents will be

provided with a list of contacts to make arrangements for such site inspection. 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 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation's website prior to the Closing Date.** Proponents shall be responsible to review Toronto Community Housing Corporation'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) Toronto Community Housing Corporation 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 Toronto Community Housing Corporation will review each conforming Proposal. Points will be allocated in accordance with the Evaluation Criteria set out in Section 8-Specifications of this RFP. Proponent's total points will be translated to a numeric ranking. Toronto Community Housing Corporation shall determine the rankings without the possibility of a tie.
- 3.2.7 Toronto Community Housing Corporation may elect to conduct interviews with Proponents or Toronto Community Housing Corporation 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 Toronto Community Housing Corporation'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 Toronto Community Housing Corporation's discretion, affect a Proponent's evaluation.
- 3.2.8 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation of the approved Proponent's Proposal and shall create a binding Contract between Toronto Community Housing Corporation and the approved Proponent for the provision of the Services.
- 3.2.10 Following the selection of Proponent(s) approved to provide the Services, Toronto Community Housing Corporation 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, Toronto Community Housing Corporation 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). Toronto Community Housing Corporation 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 Toronto Community Housing Corporation's satisfaction through such checks, Toronto Community Housing Corporation is not obliged to consider such cited experience, capacity or other information.

3.3 Evaluation Criteria

Refer to Section 8 of the Specifications.

3.4 Evaluation Factors

Refer to Section 13 of the Specifications.

3.5 Performance Review

The Services to be provided by the approved Proponent(s) will be subject to periodic review under Toronto Community Housing Corporation's Vendor Performance Management Program to ensure that the Services are performed in accordance with the Specifications and Toronto Community Housing Corporation'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 Toronto Community Housing Corporation discovers at any time that there has been a breach of the provisions of this Section 4.1, Toronto Community Housing Corporation 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 Toronto Community Housing Corporation or which is also submitting a proposal in respect of the current RFP and that to its knowledge, no director, officer or employee of Toronto Community Housing Corporation 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 Toronto Community Housing Corporation 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 (Services) annexed to this RFP as Schedule 1 shall form part of this RFP and the Contract.

5.2 Bid and Performance Security – Please refer to Article 6 of the General Conditions.

5.3 Schedule of Prices

Proponents shall complete and submit the Schedule of Prices (Appendix B). Toronto Community Housing Corporation 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 4, and General Contractor Pre-Qualification Form, attached as Schedules 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 Toronto Community Housing Corporation's Fair Wage Policy, the link is http://www.torontohousing.ca/policy/fair_wage_policy.

5.7 Green Plan Policy

Proponents are required to comply with Toronto Community Housing Corporation's Green Plan Policy, attached as Schedule 6. The minimum requirements for compliance are as contained in the Specifications. Nonetheless, Proponents are encouraged to exceed the minimum requirements of the Green Plan Policy.

5.8 Community Economic Development Policy

Proponents are required to comply with Toronto Community Housing Corporation's Community Economic Development Policy, attached as Schedule 7. Specifically, not less than 10% (20% desirable) of the Proponent's workforce dedicated to, or at any time engaged in, providing the Services shall be tenants of Toronto Community Housing Corporation communities and failure to comply with this requirement shall constitute cause for termination of any contract then in effect to facilitate the hiring requirements. Toronto Community Housing Corporation will use reasonable efforts to provide approved Proponents with available community links from time to time (eg. Woodgreen Community Services, Youth Job Centre, 989 Danforth Avenue, Toronto, Ontario M4J 1M1).

5.9 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 8.

ARTICLE 6 **RESERVATION OF RIGHTS**

6.1 Rights Reserved By Toronto Community Housing Corporation

6.1.1 Toronto Community Housing Corporation is not liable for any costs incurred by the Proponent in the preparation of its response to the RFP or interviews, if required. Furthermore, Toronto Community Housing Corporation 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 Toronto Community Housing Corporation 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. Toronto Community Housing Corporation reserves the right to accept any one Proposal, in its discretion, or to reject any or all Proposals. Toronto

Community Housing Corporation's decision on whether or not a Proposal is acceptable will be final and Toronto Community Housing Corporation need not consult with the Proponent in making its determination.

- 6.1.3 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation reserves the right to cancel this RFP at any time, without penalty or liability to Toronto Community Housing Corporation. This RFP should not be considered a commitment by Toronto Community Housing Corporation to enter into a Contract.
- 6.1.6 In the event of any disagreement between Toronto Community Housing Corporation and a Proponent regarding the interpretation of any provision of this RFP, Toronto Community Housing Corporation shall make the final determination as to interpretation.
- 6.1.7 Toronto Community Housing Corporation 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 Toronto Community Housing Corporation. 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 Toronto Community Housing Corporation.

Request for Proposal : RFP 01/09
Description : Supply and Delivery of Solar Domestic Hot System Water at 33 Coatsworth Crescent
Closing Date : Monday, March 16, 2009
Closing Time : 11:00:00 a.m., local time

Toronto Community Housing Corporation

RFP SUBMISSION FORM 001-006.

TO BE COMPLETED AND SUBMITTED BY ALL PROPONENTS

TO: TORONTO COMMUNITY HOUSING (“TCH”)
Manager of Strategic Procurement
931 Yonge Street, Main Floor,
Toronto, Ontario, Canada, M4W 2H2

RE: REQUEST FOR QUOTATION
Reference No. RFP 01/09
Description: Supply and Installation of Solar Domestic Hot Water System at 33 Coatsworth Crescent
Closing Date: Monday, March 16 , 2009
Closing Time: 11:00:00 a.m., local time

1. The Quotation

The undersigned _____ [**insert name of Proponent**] (the “**Proponent**”) hereby submits its/his/her quotation (the “**Proposal**”) to provide the services and/or furnish the goods in accordance with the annexed Request For Proposal (the “**RFP**”), the Specifications and all other schedules and instructions as noted in the RFP.

2. Offer and Acceptance

The Proponent acknowledges and agrees that by submitting the Quotation the Proponent makes an offer to TCH to engage in further discussions and negotiations to enter into a contract for the Supply and Installation of a Solar Domestic Hot Water System at 33 Coatsworth Crescent, Toronto as set forth in the RFP. TCH is not obligated to accept any Proposal or to select any Preferred Proponent on the terms and conditions set forth in the Proposal.

3. Declarations

The Proponent hereby:

- (a) confirms that it/he/she has strictly complied with all of the terms and conditions of the RFP;
- (b) declares that the prices quoted in the Proposal are firm through the term of the Contract;
- (c) declares that it/he/she has received Addenda No. ____ to No. ____ inclusive.

Request for Proposal : RFP 01/09
Description : Supply and Delivery of Solar Domestic Hot System Water at 33 Coatsworth Crescent
Closing Date : Monday, March 16, 2009
Closing Time : 11:00:00 a.m., local time

Toronto Community Housing Corporation

RFP SUBMISSION FORM 001-006.

4. **No Conflict of Interest, No Collusion and No Lobbying**

The Proponent warrants/agrees to comply with Article 4 of the RFP.

5. **Prices**

The Proponent warrants that the prices contained in its Proposal whether as unit prices or lump sums are quoted in utmost good faith on its part, without collusion with any other person or partnership or corporation.

AGREED, SIGNED AND SUBMITTED by:

_____ of
[Print Name of Proponent]

Address: _____

City: _____ Province: _____ Postal Code _____

Telephone Number: _____ Facsimile Number: _____

E-mail: _____

Signature: _____

Name and Title of authorized person signing: _____

Dated at _____ this _____ day of _____ 2009 _____

APPENDIX B

SCHEDULE OF PRICES
RFP 01/09

Supply and Installation of Solar Domestic Hot Water System at 33 Coatsworth Crescent

Item	Bid Price	Units
1. Supply complete Solar DHW System with minimum 35% contribution to the annual DHW load ((hourly data to be provided in addendum).	\$	Per Site (Materials)
2. Install complete Solar DHW System including panels, roof mounting, storage tanks, insulated solar piping and controls, with connection to building DHW system.	\$	Per Site (Labour)
3. Supply and Install Monitoring System	\$	Per Site (Materials and labour)
4. 5-year maintenance agreement cost per year	\$	Per Site
5. Engineering Services	\$	
6. Additional Costs per site (please describe)	\$	
7. Training Program	\$	X Hours at \$ per hour
Total Bid Price	\$	

Name of Company _____

APPENDIX C

Specification

RFP 01/09

Supply and Installation of Solar Domestic Hot Water System Design-Build Project at 33 Coatsworth Crescent, Toronto

1. Scope:

Supply and install a complete solar DHW system at 33 Coatsworth Crescent, Toronto, including structural and mechanical engineering, all permits, roof supports and integration with the building domestic hot water system. The installation of the system must not impede future roof renewal or repair, window cleaning, or other mechanical roof functions.

The system is to meet all applicable codes and supply a minimum of 35% of the domestic hot water load as determined using the following variables taken from current measurement on site (hourly data to be provided in addendum).

Delivery temperature:	57 C
Hot water consumption:	27,776 litres per day
Minimum (winter) temperature of cold water:	3.2 C
Maximum (summer) temperature of cold water:	17 C

Proponents must provide a Retscreen 4 output showing all input variables entered and minimum 35% contribution to the annual DHW load. Solar panels and all equipment are to meet appropriate CSA and all applicable standards and be acceptable for grant support through NRCan and the Province of Ontario.

The solar heating system, including solar panels, storage and connecting insulated piping must be installed by solar specialists with previous experience in this field.

2. Economic Feasibility

Provide an economic feasibility analysis for the solar DHW system that includes all the material and installation cost related to the solar DHW system **and including any incentives available**. No equipment depreciation shall be included in the analysis as TCH does not pay taxes.

3 Incentives and Support from Other Agencies

The successful proponent / installer shall provide all documentation and support necessary for TCH applications to appropriate federal and provincial governments to seek funding for this project. As part of the work, the proponent shall apply for all

available incentives on behalf of TCH and reference applicable documentation as part of the proposal.

4. Monitoring

The installed system should include a system to monitor hourly solar energy delivered to DHW, as well as total domestic hot water load. Monitoring must provide a means to assess ongoing system performance when compared with ambient temperature and solar insolation, using local weather data. Monitoring will provide information on delivered energy, status of pumps, solar supply and return temperatures cold water inlet and outlet temperatures, [ambient solar radiation and temperature](#). Monitoring data must be available with data export capabilities through a TCH provided roof-level internet connection for this purpose. The proponent shall describe his proposed monitoring arrangement including details of the graphical user interface showing system control and status points. Levels of access should give appropriate visibility to the system for tenants, site staff, and TCH Head Office Staff.

[TCHC has already installed a Kamstrup heat meter to measure delivered energy from the building Domestic Hot Water system. This meter has 2 pulse outputs, one for energy and one for water flow.](#)

5. Maintenance

Include 5 years on-site maintenance of the system with performance indication from monitoring. Itemize what is included by way of warrantee and maintenance items. [During this period](#), the system is to operate [at no less than](#) 85% new as-commissioned condition. Provide transparent reporting as to system performance through the on-line monitoring and trending.

6. Training and Documentation

Provide full training for site staff and mechanical operators as part of the installation package offered in this proposal. [As part of project completion, provide a document \(both electronic and printed copy\) describing all system checks and maintenance procedures required, as well as all owners manuals for components, with appropriate warrantee information.](#)

7. Commissioning

Installation should include full commissioning and testing as appropriate to assure 100% operation at startup. Proponents are asked to submit their commissioning strategy with their proposal.

8. RFP Proposal Evaluation

Evaluation Criteria	Points
The cost and output of the installed solar DHW system capable of providing a minimum 35% contribution to the annual DHW load as described above	50
Prior related experience and capacity to complete full installation.	25
Equipment Warranty Offered and maintenance program outlined	10
Reference Checks	15

9. Mandatory Site Visit

A mandatory site visit will be arranged for all proponents to view the existing facilities at 33 Coatsworth Crescent prior to bid submissions.

10. TCH Timeline for this RFP

	Event	Responsible Party	Date
1	Issue RFP	Toronto Community Housing Corporation	Monday, February 2, 2009
2	Mandatory Site Visit	Toronto Community Housing Corporation/ Proponents	Monday, February 9, 2009, 10:00 a.m. at 33 Coatsworth Crescent
3	Deadline for Questions	Proponents	Monday, March 2 , 2009
4	Submission of Proposals	Proponents	Monday, March 16 , 2009, 11:00:00 a.m. local time
5	Selection of Preferred Proponent(s)	Toronto Community Housing Corporation	Monday, March 23 , 2009
6	Notification and Execution of Contract	Toronto Community Housing Corporation	Thursday, March 26 , 2009

11. Contract award

Award of the project shall NOT necessarily be based solely on the lowest bid. Award shall be based on evaluation criteria above.

12. Project Schedule:

Provide a project schedule from date of approval as part of your submission. TCH would like to see the project within a maximum of five (5) months from the date of approval.

- a. Prepare and submit for approval the following project timelines following award of the contract, for the following phases of work:
 - Site visit, engineering & planning
 - Shop drawings preparation
 - Shop drawings submittal & approval
 - System installation completion
 - System testing and commissioning
 - Completion of the monitoring system
 - Site and management staff training
 - Completion & acceptance by Owner
- b. During the execution of the work, if the Contractor finds it necessary to revise any of the approved project schedules, the Contractor shall inform TCH and submit a modified schedule for approval. The proposed schedule shall conform to the timing of the overall original estimate for completion. The installation must be completed within **150 -days** of the date of project approval. Prior to the installation of the SDHW system, the contractor must obtain the proper building/plumbing permits and any other permits that apply.

13. Proposal specification submissions

All Proponents are to submit:

- a. A description of the proposed complete solar DHW system, along with spec sheets and manuals, including codes met and performance information.
- b. A computer based estimate of performance output using accepted NRCan practice, together with an economic feasibility analysis.
- c. Description of incentives, grants and assistance offered by other agencies, and an undertaking to procure these on behalf of TCH.
- d. Description of the proposed monitoring system.
- e. A description of the maintenance program to insure as-new operation of the system over a five (5) year period including an estimate of yearly costs to cover all major and minor repairs and general maintenance.

- f. The proposed project schedule for installation as described above. Include notes of any weather or season related limitations on project scheduling.
- g. A list of problems or issues that may be foreseen that would influence the successful outcome of the project.
- h. A statement of equipment warranty provided for the different components supplied as part of this project.
- i. A description of training program offered with the package
- j. The completed Schedule of Prices (Appendix B)
- k. A company description including related prior experience and demonstrated capacity to complete the work.
- l. List of subcontractors to be used on the project, including the engineering team.
- m. The company and subcontractors will be required to provide evidence of liability insurance (\$2 million) and automobile insurance, as well as WSIB clearance. Provide a statement of undertaking to this effect in your proposal.
- n. [The proponent shall provide evidence of approval from a bonding agency that it can provide the required labour and materials bond as described in Schedule 1. \(Article 7 Performance Security\)](#)
- o. The name and resume of the project manager to be assigned to this project.
- p. At least two (2) client references of related projects, complete with short descriptions of the project, and contact details for Toronto Community Housing to use for reference checks.

14. 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 bidders invited to respond to this RFP 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:

- 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 Programme

- 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 bidders electronically.

TO REQUEST FOR PROPOSAL RFP 01/09

TORONTO COMMUNITY HOUSING CORPORATION
REQUESTS FOR PROPOSALS

GENERAL CONDITIONS
(SERVICES)

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 TCH 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 (“OHS”) 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 Policy**

TCH’s Community Economic Development 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 Community Economic Development Policy to the same extent of the Contractor’s obligations thereunder. In addition to any remedies provided for in the Community Economic Development 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 5.10.

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 - NOT APPLICABLE

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

7.1 Delivery of Performance Security for Installation Labour.

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 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, for this RFP shall be in an amount equal to 50% of the Contract Price for Installation Labour. (Based on item #2 of the schedule of prices.)

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); or
- (c) A labour and material bond as described in 7.1.1 (b) above.

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 \$5,000,000 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: TCHC Contractor Health and Safety Program
List of Designated Substances**

**RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at 33 Coatsworth
Crescent**



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

Designated Substances likely to be found in TCHC 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 TCHC 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

**Schedule 3: TCHC Contractor Health and Safety Program
 General Contractor (Constructor) Prequalification Form
 RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
 33 Coatsworth Crescent**



General Contractor’s Prequalification Form

The following information is required to obtain general information regarding the organization and the health and safety commitment and practices that are followed by your firm.

It is expected that the General Contractor will abide by the following criteria:

- **Ensure supervisory control over the project and administer day-to-day running of the project;**
- **Take control of weekly or regular meetings with subcontractors or supervisors of subcontractors;**
- **Issue any daily work permits or control/conduct of any tests necessary for work done;**
- **Decide on scheduling the timing of construction work or which area work will take place in, at least as this relates to the contract and control over the project;**
- **Responsible for the selection and approval of subcontractors (unless specified otherwise in Tender documents) and control over subcontractors;**
- **Ensure safety training of contractors and subcontracts and maintain safety rules and any associated safety procedures;**
- **Carry out inspections, enforcement and monitor all safety aspects of the project;**
- **Post signs and notices as required by health & safety legislation; and**
- **Submit all required documentation to regulatory bodies as per health & safety legislative requirements**

1. Company Name:		Phone #: _____	
		Fax #: _____	
Address:			
City:	Province:	Postal Code:	

**Schedule 3: TCHC Contractor Health and Safety Program
 General Contractor (Constructor) Prequalification Form
 RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
 33 Coatsworth Crescent**

2. Officers:		Years with Company:
President:		
Vice President:		
Treasurer:		
3. How many years has the organization been in business under your present firm name?		
Parent company name and address (if different):		
City:	Province:	Postal code:
4. Prequalification form completed by:		
Title:	Phone #:	Fax #:
Signature:		
5. Form of Business: Sole Ownership <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>		
6. Percentage Owned:		
7. Describe services or activities to be performed:		
<input type="checkbox"/> Construction	<input type="checkbox"/> General site	<input type="checkbox"/> Equipment Maintenance
<input type="checkbox"/> Construction design	<input type="checkbox"/> Structural/Civil engineering	<input type="checkbox"/> Manpower & Resources
<input type="checkbox"/> Maintenance	<input type="checkbox"/> Service Work	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Project management/maintenance		
<input type="checkbox"/> Other		
Please specify if other is selected:		
8. List other types of work within the services you normally perform that you subcontract to others including brokers:		
9. Attach a list of major equipment (i.e. cranes, forklifts, elevating work platforms, bobcats, etc.) your company has available for work on this job, and the methods of establishing competencies to operate this equipment:		

**Schedule 3: TCHC Contractor Health and Safety Program
 General Contractor (Constructor) Prequalification Form
 RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
 33 Coatsworth Crescent**

10. Largest job during the last 5 years: \$					
11. Major Jobs in progress:					
Customer/location	Type of work	Size \$	Customer Contact	Phone number	Fax number
12. Major Jobs completed in last three years:					
Customer/location	Type of work	Size \$	Customer Contact	Phone number	Fax number
13. Are there any judgements, claims or suits pending or outstanding against your company? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach details.					
14. Are you now, or have been involved in any bankruptcy or reorganization proceedings? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach details.					
15. From the last three years list the following statistics, include data from any subcontractors you will use on the contract: <ul style="list-style-type: none"> • Number of fatalities? • Number of lost time accidents • Number of medical aid injuries • Do you have a modified work program? 	1.	2.	3.		
16. Please list your past three years recordable injury incidence rate (frequency), including subcontractors: Frequency = $\frac{\text{Number of Lost Time Accidents} \times 200,000}{\text{Total Employee Hours (Yearly)}}$					

**Schedule 3: TCHC Contractor Health and Safety Program
 General Contractor (Constructor) Prequalification Form
 RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
 33 Coatsworth Crescent**

_____' (Frequency) (Year)	_____' (Frequency) (Year)	_____' (Frequency) (Year)
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17a. Please provide details of any charges, convictions or orders issued within the past three years under the OHS/A and Regulations (include number of convictions/charges, section of the OHS/A and/or Regulations contravened, and penalty), against company, related companies or managers or supervisors working for same company(s).

If more space is required please submit on an attachment.

17b. If no convictions and/or charges and/or orders within the past three years, please sign the following declaration:

I, _____
 (Name and Title)

of _____
 (Company Name)

at _____
 (Address)

Do solemnly declare that _____
 (Company Name)

and related companies, and all managers and supervisors in our employ have not been convicted/charged or received any orders under the OHS/A and Regulations within the last three years.

Signed: _____ Date: _____

18. Highest ranking safety professional in your organization: (attach credentials)

Title:	Phone:	Fax:
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19. Do you have or provide:

- A full-time health and safety representative? Yes No
- A full-time on site health and safety representative? Yes No

20. Does your company have a written and a Health & Safety Management Program?

Yes No

**Schedule 3: TCHC Contractor Health and Safety Program
 General Contractor (Constructor) Prequalification Form
 RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
 33 Coatsworth Crescent**

<p>Does the program address the following key elements?</p> <ul style="list-style-type: none"> • Health & Safety Policy Statement (management commitment & expectations) • Employee participation • Accountabilities and responsibilities for managers, supervisors and employees • Resources for meeting health and safety requirements • Periodic health and safety performance appraisals for all employees • Hazard recognition and control (work plans etc.) • Resources for training/re-training of workers and supervisors • Health and Safety policies and procedures • Supervisory inspections of projects • Pre-job meetings • Safety tailgate/toolbox meetings 	<table border="0"> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> </table>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No																																								
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<p>21. Does the Program include work practices and procedures such as?</p> <ul style="list-style-type: none"> • Equipment lockout/tag out • Confined space entry • Asbestos • Accident & incident reporting • Accident/illness/incident investigation • Fall Protection • Personal Protective Equipment, (including Respiratory/hearing) • Portable electrical/power tools • Vehicle safety • Compressed gas cylinders • Portable electrical/power tools • Electrical equipment grounding assurance • Powered industrial/construction vehicles (cranes, forklifts, manlifts etc.) • Housekeeping • Unsafe Condition reporting • Emergency preparedness, including an evacuation plan • WHMIS/Hazardous materials information • First Aid/CPR • Waste Disposal • Others that would apply to the work you are being contracted for (specify); • • • • • 	<table border="0"> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> </table>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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<p>22. Do you have written programs for the following?</p> <ul style="list-style-type: none"> • Hearing conservation 	<table border="0"> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> </table>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No																																																																								
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 RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
 33 Coatsworth Crescent**

<ul style="list-style-type: none"> • Respiratory protection Where applicable, have employees been:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Trained 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Fit tested 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Medically approved 	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Do you hold pre-job meetings with subcontractors to coordinate the work and inform subcontractors of health and safety issues and hazards of the project? <input type="checkbox"/> Yes <input type="checkbox"/> No	
24. Do you hold site safety meetings for:	
<ul style="list-style-type: none"> • Field supervisors <input type="checkbox"/> Yes <input type="checkbox"/> No 	Frequency: _____
<ul style="list-style-type: none"> • Employees <input type="checkbox"/> Yes <input type="checkbox"/> No 	Frequency: _____
<ul style="list-style-type: none"> • Subcontractors <input type="checkbox"/> Yes <input type="checkbox"/> No 	Frequency: _____
Are all safety meetings documented? <input type="checkbox"/> Yes <input type="checkbox"/> No	
25. Personal Protective Equipment (PPE):	
<ul style="list-style-type: none"> • Is applicable PPE provided for employees? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Do you have a program to ensure PPE is inspected and maintained? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
26. Do you have a corrective action process for addressing individual health and safety performance deficiencies? <input type="checkbox"/> Yes <input type="checkbox"/> No	
27. Equipment & Materials	
<ul style="list-style-type: none"> • Do you have a system for establishing Health, Safety and Environmental specifications for the acquisition of materials and equipment? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Do you conduct inspections on operating equipment (i.e. cranes, forklifts, manlifts etc.), in compliance with regulatory requirements? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Do you maintain operating equipment in compliance with regulatory requirements? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Do you maintain the applicable inspection and maintenance certification records for operating equipment? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Subcontractors:	
<ul style="list-style-type: none"> • Do you use Health and Safety performance criteria in the selection of subcontractors? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Do you evaluate the ability of subcontractors to comply with applicable health and safety requirements as part of the selection process? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Do you require subcontractors have a written health and safety management program? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • Do you include your subcontractors in: <ul style="list-style-type: none"> ○ Health and Safety orientation meetings? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <ul style="list-style-type: none"> ○ Health and Safety meetings? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <ul style="list-style-type: none"> ○ Pre-job meetings to discuss and communicate hazards and coordinate actions? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <ul style="list-style-type: none"> ○ Site inspections? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <ul style="list-style-type: none"> ○ Progress evaluation meetings? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> <ul style="list-style-type: none"> ○ Audits? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
29. Inspections and Audits:	

**Schedule 3: TCHC Contractor Health and Safety Program
 General Contractor (Constructor) Prequalification Form
 RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
 33 Coatsworth Crescent**

<ul style="list-style-type: none"> • Do you have health & safety, and crafts training records for your employees? <p>Do the training records include the following:</p> <ul style="list-style-type: none"> • Employee identification? • Date of training? • Name of trainer? • Method used to verify understanding? <p>How do you verify understanding of the training? (check all that apply)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Job monitoring</td> <td style="width: 50%;"><input type="checkbox"/> Written test</td> </tr> <tr> <td><input type="checkbox"/> Oral test</td> <td><input type="checkbox"/> Other (list) _____</td> </tr> <tr> <td><input type="checkbox"/> Performance test</td> <td></td> </tr> </table>	<input type="checkbox"/> Job monitoring	<input type="checkbox"/> Written test	<input type="checkbox"/> Oral test	<input type="checkbox"/> Other (list) _____	<input type="checkbox"/> Performance test		<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Yes</td> <td style="width: 50%;"><input type="checkbox"/> No</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> </table>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Job monitoring	<input type="checkbox"/> Written test														
<input type="checkbox"/> Oral test	<input type="checkbox"/> Other (list) _____														
<input type="checkbox"/> Performance test															
<input type="checkbox"/> Yes	<input type="checkbox"/> No														
<input type="checkbox"/> Yes	<input type="checkbox"/> No														
<input type="checkbox"/> Yes	<input type="checkbox"/> No														
<input type="checkbox"/> Yes	<input type="checkbox"/> No														

33. Please provide copies of the items checked with the completed prequalification form for each company/subcontractor that will be part of the job:

- Accident/Incident Investigation Procedure
- WSIB Clearance Certificate(s)
- Liability Insurance Certificate(s)
- Example of employee health & safety training records
- Health & safety audit procedure or form
- Health & safety inspection form
- Health & safety orientation (outline)
- Health & safety policy statement
- Health & safety manual/program
- Health & safety training for supervisors (outline)
- Housekeeping policy
- Respiratory protection program
- WHMIS program
- Unsafe conditions reporting procedure
- Discipline form/violation form for health & safety infractions
- Safety tailgate/toolbox meeting form
- Pre-job meeting form

Please list any other items required for this specific job:

-
-
-
-
-
-

34.

I, _____
 (Name and Title)

of _____
 (Company Name)

declare that all supervisors and workers (including subcontractors) that

**Schedule 3: TCHC Contractor Health and Safety Program
General Contractor (Constructor) Prequalification Form
RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at
33 Coatsworth Crescent**

will be used at the job have received the necessary training, and are competent to perform all work contracted for in compliance with the Occupational Health and Safety Act (Ontario) and Regulations, and all other legislated requirements, and all workers will be under the direction of competent Supervisors (as defined by the OHSA), while on the job.

Signed: _____ Date: _____

Please print name here: _____

Proposal : RFP 01/09

SCHEDULE 4

**Description : Supply and Installation of Solar Domestic Hot Water System
at 33 Coatsworth Crescent**

Closing Date : Monday, March 16, 2009

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

Health & Safety Policy Statement

Toronto Community Housing Corporation
Health and Safety Program



Submit with proposal.

RFP No.: 01/09

Work Description: Supply and Installation of Solar Domestic Hot Water System at 33 Coatsworth Crescent

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



Schedule 6

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

SCHEDULE 7

RFP 01/09 – Supply and Installation of Solar Domestic Hot Water System at 33 Coatsworth Crescent

COMMUNITY ECONOMIC DEVELOPMENT PROGRAM

The Toronto Community Housing Corporation is committed to providing economic development, as well as employment benefits and opportunities, to residents of Toronto Community Housing Corporation communities. Tenants are among TCHC's most important stakeholders and Toronto Community Housing Corporation will seek every opportunity to find employment opportunities for residents in its communities.

Opportunity for economic development is a key indicator of community health. The absence of economic opportunity and the resulting issues of poverty is an underlying community health issue for many tenants of Toronto Community Housing Corporation. Toronto Community Housing Corporation is committed to looking at ways in which its spending power can benefit tenants and neighbourhoods in which it has housing communities.

Proponents are required to provide the following information in their RFP submission:

- Scope of work available for tenants/ job descriptions
- Number of positions including type of position (part time, full time, salaried)
- Wage range
- Length of employment term
- Outline of supervision/ support provided to tenants on the job
- Outline of commitment as well as suitability/ experience in supporting a CED project

CERTIFICATE OF INSURANCE

(To be completed by insurer (or broker) and delivered to Toronto Community Housing Corporation)

Project Number:	Name of Company (Supplier):	Contract or Project to which this certificate applies. RFP 01/09 –Solar Domestic Hot Water System at 33 Coatsworth Crescent
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:*

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				\$
------------------------------------	--	--	--	----

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

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. 6TH 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 ()

SCHEDULE 9

THIS CONTRACT made as of the _____ day of _____

B E T W E E N:

TORONTO COMMUNITY HOUSING CORPORATION

(hereinafter referred to as “**Toronto Community Housing**”)

- and -

◇

(hereinafter referred to as the “**Contractor**”)

RECITALS

1. Toronto Community Housing is a social housing provider subject to the provisions of the *Social Housing Reform Act, 2000* and duly incorporated under the *Business Corporations Act* (Ontario) under the name “Metro Toronto Housing Corporation” by Articles of Incorporation certified effective the 14th day of December, 2000, which name was changed to “Toronto Community Housing Corporation” by Articles of Amendment certified effective the 9th day of October, 2001.
2. Toronto Community Housing agrees to retain and the Contractor agrees to provide certain services (the “**Services**”) to Toronto Community Housing for the Supply and Installation of a Solar Domestic Hot Water System at 33 Coatsworth Crescent, Toronto, as provided herein.

IN CONSIDERATION OF the premises and mutual covenants and agreements contained herein and subject to the terms and conditions herein contained, the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this Contract, unless the subject matter or context is inconsistent therewith:

“**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, Toronto Community Housing or the Contractor.

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

“Contract” means this Services Contract, all attached schedules and any agreement or schedule supplementing or amending this Contract, and incorporates by reference and includes the terms and conditions contained in the Request for Proposal RFP 01/09 issued by Toronto Community Housing and the Contractor’s Proposal in response to the RFP dated _____. Other schedules may be appended to this Contract as the Parties shall agree and when so appended shall comprise part of this Contract, whether or not specifically identified in this Contract.

“Parties” means Toronto Community Housing and the Contractor collectively and **“Party”** means either one of them.

“Request for Proposal” or “RFP” means the Request for Proposal RFP 01/09 issued by Toronto Community Housing, including any schedules, appendices, addenda and attachments incorporated by reference.

“Specifications” means the specifications for the Service as set forth in Request for Proposal RFP 01/09 issued by Toronto Community Housing.

“Services” has the meaning ascribed to thereto in the recitals to this Contract.

1.2 Governing Law

This Contract 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. Each Party irrevocably submits to the jurisdiction of the Courts of Ontario with respect to any matter arising under this Contract or related thereto.

1.3 Entire Contract

This Contract, together with the RFP issued by Toronto Community Housing and the Contractor’s Proposal and all of the schedules annexed thereto, including without limitation, the Specifications, constitutes the entire agreement between the Parties, pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral or express or implied, that form part of or affect the Contract or which induced any Party to enter into the Contract or on which reliance is placed by any Party, except as specifically set forth in the Contract.

In the event of any conflict or inconsistency between any of the documents forming part of this Contract, such conflict or inconsistency shall be resolved in the following order of paramountcy:

- (i) the terms of this Contract;

- (ii) Request for Proposal RFP 01/09; and
- (iii) Contractor's Proposal dated _____.

ARTICLE 2

SCOPE OF SERVICES

2.1 Scope of Services

The Contractor agrees to provide to Toronto Community Housing the Services listed in the Specifications for the price(s) set forth in the Contractor's submission as Toronto Community Housing shall hereafter require, and to deliver such Services, all as provided in this Contract.

2.2 New Goods

All hardware provided must be standard new product of the latest model except as otherwise specifically stated in or permitted by the Specifications or by Toronto Community Housing's written consent.

2.3 No Substitutions

The Contractor shall strictly comply with the Specifications. No substitution shall be made in respect of any hardware to the specified manufacturer, brand, make or catalogue number unless otherwise expressly permitted by the Specifications or by Toronto Community Housing's written consent.

2.4 Changes in Services

Toronto Community Housing may, in its discretion and without invalidating this Contract, make changes to the nature of the Services or the scope thereof, by altering, adding to, or deducting from the quantity or type of Services required, provided that any such changes shall be subject to price adjustment for reasonable and supportable increases in cost or expense to Contractor as a result of such changes to the Services. The Contractor shall keep and present, in such form as Toronto Community Housing 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.

2.5 Warranty

The Contractor warrants that all Services, both labour and material (including hardware), provided under and pursuant to this Contract shall be free from defects in design, material and workmanship and shall conform in all respects to the terms of this Contract. All hardware supplied shall be covered by manufacturers' standard warranty terms.

ARTICLE 3

STATUS OF CONTRACTOR

3.1 Independent Contractor

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

3.2 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 Contractor for hardware product and Services or payments made by the Contractor to any of its employees, representatives, agents and sub-contractors, including, without limitation, 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. Contractor shall indemnify and hold harmless Toronto Community Housing 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 pursuant to this section.

ARTICLE 4

PURCHASE ORDERS, PROCESSING AND PAYMENT

4.1 Purchase Orders

Toronto Community Housing may issue to the Contractor, from time to time, a Purchase Order for all or any part of the Services. The Contractor shall provide the Services pursuant to such Purchase Order.

4.2 Cost of Services

All prices must be in Canadian funds, exclusive of GST, but must include all other taxes, permits, transport, costs and fees associated with this work.

4.3 Invoices and Payments

The Contractor shall submit invoices for the Services delivered in response to requests from **Toronto Community Housing** submitted from time to time. **Toronto Community Housing** shall pay the Contractor only after the Contractor submits and **Toronto**

Community Housing approves the invoices. All invoices will be payable by cheque following their receipt and approval by **Toronto Community Housing**.

4.4 Taxes

4.4.1 Toronto Community Housing is required to pay the applicable Goods and Services Tax (“GST”) and Retail Sales Tax (“RST”) on all product and labour and services (including the Services). This tax must be shown separately on all invoices for payment.

4.4.2 The Contractor shall pay all other applicable taxes, customs duties and excise taxes with respect to the hardware product, the Services and this Contract.

4.5 No Additional Payment for Increased Costs

The amount payable to the Contractor under the Contract will not be increased by reason of any increase in the cost of hardware or of performing the Services which arises in whole or in part from any increase in the cost of hardware, equipment, labour, delivery costs, materials or the wage rates set out herein or prescribed by the Contract.

ARTICLE 5

APPLICABLE LAWS AND POLICIES

5.1 Compliance with Applicable Laws

The Contractor, in performing the Services, shall comply with all Applicable Laws and any successor legislation thereto.

5.2 Workplace Safety and Insurance Board Certificate of Clearance

The Contractor has delivered to Toronto Community Housing its Workplace Safety and Insurance Board (“WSIB”) Clearance Certificate indicating its WSIB firm number and account number. The Contractor represents and warrants that as of the date hereof, its WSIB account is in good standing and further covenants and agrees that it shall maintain its WSIB account in good standing throughout the term of the Contract. During the term of this Contract, the Contractor shall produce a Clearance Certificate from WSIB from time to time upon the reasonable request of Toronto Community Housing.

5.3 Code of Conduct

The Contractor shall, and shall cause its employees, agents and subcontractors to, at all times act professionally and ethically in their performance of the Services under this Contract, including in their dealings with **Toronto Community Housing’s** employees and tenants.

5.4 Toronto Community Housing's Policies, Programs and Procedures

5.4.1 Toronto Community Housing's policies, programs and procedures are incorporated by reference into this Contract and apply equally to the Contractor and any sub-contractors of the Contractor engaged in providing all or any part of the Services to Toronto Community Housing. The Contractor shall comply, and shall ensure that each of its sub-contractors comply to the same extent of the Contractor's obligations thereunder, with all of Toronto Community Housing policies, programs and procedures. In addition to any remedies provided for in Toronto Community Housing's policies, programs and procedures, 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 the policies, programs and procedures of Toronto Community Housing.

5.4.2 The Contractor shall carry out the commitments to Toronto Community Housing's policies, programs and procedures as set out in its Proposal.

ARTICLE 6

INSURANCE AND INDEMNITIES

6.1 General Liability Insurance

The Contractor shall, at its own expense, obtain and maintain throughout the term of this Contract, and provide Toronto Community Housing with evidence of, General Liability Insurance for an amount of not less than **TWO MILLION DOLLARS (\$2,000,000)** inclusive per occurrence on forms meeting statutory requirements and covering bodily injury and property damage. The Contractor shall not commence the Services until such time as the required evidence of insurance has been filed with and approved by Toronto Community Housing. The Contractor shall further provide evidence of the continuance of said insurance is filed at each policy renewal date during the term of this Contract.

6.2 Automobile Insurance

The Contractor shall, at its own expense, obtain and maintain until the termination of this Contract and provide Toronto Community Housing with evidence of automobile liability insurance for an amount not less than **ONE MILLION DOLLARS (\$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 Contractor shall not commence the Services until such time as the required evidence of insurance has been filed with and approved by Toronto Community Housing. The Contractor shall further provide evidence of the continuance of said insurance is filed at each policy renewal date during the term of this Contract.

6.3 Indemnities

- 6.3.1 The Contractor agrees that Toronto Community Housing, 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 Contractor or its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors, volunteers or any other third party that arises from or relates, directly or indirectly, in whole or in part, to any act or omission by Contractor or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Services.
- 6.3.2 The Contractor agrees that it shall at all times indemnify and save harmless Toronto Community Housing, 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 relates, directly or indirectly, in whole or in part, to any act or omission by the Contractor or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Services.
- 6.3.3 This indemnity shall survive the termination or the expiry of the term of this Contract.

ARTICLE 7

TERM AND TERMINATION

7.1 Term

This Contract shall commence on the date this Contract is executed by both Parties and must be completed within 150 days of the date of project approval., but subject in any event to the provisions of section 7.2 regarding termination.

7.2 Termination of Contract for Cause

Toronto Community Housing may terminate this Contract immediately by written notice in any of the following circumstances:

- (a) where the Contractor has failed to observe or perform any of the provisions of this Contract, Toronto Community Housing has given notice thereof to the Contractor and such breach is not remedied within seven (7) business days after such notice is communicated;
- (b) where the Contractor has become insolvent;
- (c) where the Contractor has committed an act of bankruptcy or has been declared a bankrupt or has made an assignment in bankruptcy;

- (d) where the Contractor has assigned the Contract or any part thereof or of the Services without the prior written consent of Toronto Community Housing.

7.3 Termination upon Notice

Toronto Community Housing reserves the right to terminate this Contract, without cause, upon such conditions as Toronto Community Housing may require, upon thirty (30) days written notice to the Contractor.

ARTICLE 8

CONFLICTS OF INTEREST

8.1 Conflicts of Interest

- 8.1.1 The Contractor has declared that there is no existing or potential conflict of interest and agrees that it shall hereafter declare immediately to Toronto Community Housing any conflict of interest, actual or potential, that arises during the term of this Contract, including if such conflict arises from the retention or proposed retention of the Contractor for services by another person. If Toronto Community Housing requires same, the Contractor shall take all such steps as Toronto Community Housing requires to remove, mitigate or minimize such conflict of interest, including the refusal of the new assignment.
- 8.1.2 At the time of disclosure of any existing or potential conflict of interest, the Contractor must provide Toronto Community Housing with the Contractor's proposed means to remove, mitigate or to minimize such conflict to the greatest extent possible. The Contractor shall submit such additional information to Toronto Community Housing as Toronto Community Housing may require in connection with its consideration of the conflict.
- 8.1.3 Toronto Community Housing 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 Toronto Community Housing, in its discretion, may require to satisfy itself that the conflict has been appropriately managed, mitigated and minimized.
- 8.1.4 If Toronto Community Housing discovers at any time that there has been a breach of the provisions of this section, Toronto Community Housing reserves the right to terminate this Contract.

ARTICLE 9

CONFIDENTIALITY

9.1 Confidentiality

The Contractor acknowledges that, during the term of this Contract, Toronto Community Housing may disclose to the Contractor or the Contractor may otherwise obtain as a result of this Contract, confidential information or trade secrets concerning Toronto Community Housing, including without limitation, information of or relating to Toronto Community Housing's finances, business, purchasing information, mailing lists, tenant identification and related information, employees or other information regarding or relating to Toronto Community Housing 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, agents and subcontractors to comply in all respects with this provision. The Contractor shall indemnify and hold harmless Toronto Community Housing 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, agents or subcontractors. This term shall survive the termination or the expiry of the term of this Contract.

ARTICLE 10

GENERAL PROVISIONS

10.1 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 Toronto Community Housing under this Contract, including without limitation any trade names, trademarks, patents, copyrights and licences, the Contractor hereby grants to Toronto Community Housing 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 hardware.

10.2 Amendment

No change to or modification of this Contract will be valid unless it is in writing and signed by Toronto Community Housing, on behalf of Toronto Community Housing, and the Contractor.

10.3 Further Assurances

The Parties to this Contract 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 this Contract throughout the term of this Contract.

10.4 Time is of the Essence

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

10.5 Severability

If any provision or provisions of this Contract or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this 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 this Contract shall be valid and be enforced to the fullest extent permitted by law and be independent of every other provision of this Contract.

10.6 Waiver

The failure by **Toronto Community Housing** to insist on one or more instances upon the performance by the Contractor of any of the terms or conditions of this Contract shall not be construed as a waiver of **Toronto Community Housing's** rights to require future performance of any such terms or conditions, and the obligations of the Contractor with respect to such future performance shall continue in full force and effect. A waiver is binding on **Toronto Community Housing** only if it is in writing.

10.7 Assignment

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

10.8 Representatives and Notices

10.8.1 Any notice required or contemplated by any provision of this Contract shall be given in writing and shall be deemed to be validly given if delivered:

in the case of Toronto Community Housing, to the following representative and address:

Toronto Community Housing Corporation
931 Yonge Street, 2nd Floor
Toronto, ON M4W 2H2
Attention: Xhavit Zaganjori, Renewable Energy Coordinator

In the case of the Contractor, to the following representative and address:

◇

Attention:

10.8.2 All communications shall be given by or to the respective Parties through the above individuals provided that representatives of each Party may be changed or substituted by notice to the other Party of the name and address of the substitute representative.

10.8.3 All notices shall be in writing and shall be sufficiently given if personally delivered to the other Party at the address shown above, in which case it shall be deemed to have been received on the 5th Business Day after it was mailed. Day to day communications may also be delivered by facsimile or electronic transmission, in which case they shall be deemed to have been received within twenty-four hours of transmission.

10.9 Enurement

This 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.

10.10 Authority

Each Party stipulates that it has full authority to enter into and perform this Contract, and the person signing this Contract on behalf of the named Party is properly authorized to sign it, and each Party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

IN WITNESS WHEREOF this Contract has been executed by the Contractor and Toronto Community Housing this _____ day of _____.

TORONTO COMMUNITY HOUSING CORPORATION

Per: _____

Name:

Title:

[CONTRACTOR]

Per: _____

Name:

Title: