



**Toronto
Community
Housing**

*Quality homes in vibrant communities where people are proud
to live and work.*

**RFP AP21-01
Request for Proposals
For
Alexandra Park Phase 2A- Roads & Services**

**Site Meeting at 154 Vanauley Walk: Thursday July 13th, 2021 at 9:00AM, 11:00AM or
1:00PM**

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RFP TIMETABLE

RFP Number	AP21-01
RFP Title	Roads and Services at Alexandra Park Phase 2A.

Proponents should submit their proposals according to the following timetable and instructions

Issue Date of RFP	Tuesday, June 29, 2021
Information Session	Tuesday, July 13 ^h 2021 at 10:00 AM or 1:30pm (Time & date subject to change, proponents will be notified by issuance of an addendum to this. RFP.
Information Session Location:	154 Vanauley Walk, Toronto, ON M5T 2H7
Deadline for Questions	Wednesday, July 28, 2021 @ 4:00 PM
Deadline for Issuing Addenda	Friday, July 30, 2021 @ 4:00 PM
Submission Deadline	Thursday, August 05, 2021 @ 4:00 PM
Rectification Period	Three (3) Days unless otherwise noted in a Rectification Notice.

For the purposes of this procurement process, the “ TCHC Contact ” will be:	Caroline Kiernan Associate Construction Manager Email: caroline.kiernan@torontohousing.ca Tel: 647 469 0646
Toronto Community Housing Address:	931 Yonge Street, 2nd Floor, Toronto, ON M4W 2H2

For the purposes of this procurement process, the “ RFP Contact ” will be:	Alicia Drew Project Lead Email: adrew@deltera.com Tel: 647-985-6384
Deltera Contracting Inc Address:	4800 Dufferin Street, Toronto, ON, M3H 5S9

The RFP Timetable is tentative only and may be changed by TCHC at any time. Any changes to the RFP Timetable will be issued by way of Addenda, all of which will be posted online.

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by the Toronto Community Housing Corporation (hereinafter referred to as “TCHC”) to prospective Proponents to submit a Proposal for the provision of Goods and/or Services as further described in **Appendix B – Scope of Work** (the “Deliverables”).

TCHC is seeking a Contractor for the provision of **Roads and Services** at Alexandra Park Phase 2A. TCHC will be awarding all phases to the lowest priced submission.

TCHC is a corporation of the City of Toronto and is a not-for-profit entity tasked with providing housing and social support for some of Toronto’s most vulnerable citizens. It is home to about 110,000 low and moderate-income tenants in nearly 60,000 households, including seniors, families, singles, refugees, recent immigrants to Canada and people with special needs.

TCHC is the largest social housing provider in Canada and the second largest in North America. Our portfolio includes more than 2,100 buildings including high, mid, and low-rise apartments, and townhouses and houses. With its active revitalization projects, TCHC is also the second largest developer in Canada. TCHC employees over 1,600 employees, has three main offices, with the remainder of the staff working at specific buildings or in the field. For more information on TCHC, please visit www.torontohousing.ca.

1.2 Type of Agreement for Deliverables

The selected Proponent will be requested to enter into negotiations for an Agreement with TCHC in the form attached as Appendix A for the provision of the Deliverables, which shall incorporate the entirety of this RFP. It is TCHC’s intention to enter into the form of Agreement based on that attached as Appendix A.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

TCHC does not guarantee the value or volume of work to be assigned to the successful Proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. TCHC may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

1.4 Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”)

TCHC provides equal treatment to people who require accessibility accommodations. Proponents must strictly comply with the all applicable accessibility standards required by the AODA and its regulations while carrying out their obligations under any Agreement entered into with TCHC. Failure to comply with the AODA may result in the immediate termination of any Agreement.

If requested by TCHC, Proponents shall provide documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the number of attendees. If TCHC deems a Proponent non-compliant with the requirements of the AODA, TCHC may require that Proponents, at their sole expense, amend their accessibility policies, practices and procedures.

[End of Part 1]

PART 2 – PROPOSAL SUBMISSIONS

2.1 Proposal Submission Information

2.1.1 Timing for Submissions

The timing for all Proposal submissions is set out above in the RFP Timetable.

2.1.2 Proposal Submissions

Proposals must be submitted, and date/time stamped by Reception at the following location by **NO LATER than 4:00:00 PM local time, Thursday August 5th, 2021.**

**Deltera - located at Tridel's Head Office
4800 Dufferin Street, 2nd Floor Reception
Construction Entrance 'G'
Toronto, ON, M3H 5S9
Attention: Allicia Drew**

Proponents shall submit **one (1) hard copy and one (1) electronic PDF (on USB stick)** of the assessable criteria and a copy of the 'Scope of Work' (pages **38-50**) in a sealed package marked with the RFP title and number (see RFP cover) with the full legal name and return address of the proponent and with the Submission Deadline. **Proponents must initial the bottom of each page in the 'Scope of Work' in the space provided.** Proponents shall submit **one (1) hard copy** of their pricing submitted on the 'Rate Bid Form' (provided in Appendix C) in an **independently sealed envelope.**

Do not submit or insert the 'Rate Bid Form' (or the monetary value of the bid) as part of the assessable criteria in either the hardcopy or electronic format. A hardcopy format of the 'Rate Bid Form' is to be submitted only in an independently sealed envelope.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

2.1.3 Proposals Must Be Submitted on Time

Proposals should be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

2.1.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in section 2.1.2. Any amendment should clearly indicate which part of the proposal the amendment is intended to replace.

2.1.5 Withdrawing Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. To affect a withdrawal, a notice of withdrawal must be signed by an authorized representative of the Proponent and sent to the TCHC Contact. TCHC is under no obligation to return withdrawn Proposals.

2.2 Stages of Proposal Evaluation

TCHC will evaluate Proposals in three (3) stages:

2.2.1 Stage I: Mandatory Requirements

During Stage I, TCHC will review each Proposal to determine whether it complies with the Mandatory Requirements. The Mandatory Requirements of the RFP process are as follows:

- Submission form A – Proponent Acknowledgements
- Submission form B – CCDC 11-2016 Contractor's Qualification Statement
- Submission form D – Reference Form
- Submission form E – List of Subcontractors
- Submission form F – Methods & Procedures
- Submission form G – Agreement to Bond

Proponents who have met the Mandatory Requirements will proceed to Stage II. Proposals failing to satisfy the Mandatory Requirements as of the Submission Deadline will either be disqualified, or the Proponent may be provided an opportunity to rectify any deficiencies within the Rectification Period. See section 2.4 for more information. **All Proponents, including those that have been pre-qualified by TCHC, must submit Submission Form F - Methods & Procedures.**

2.2.2 Stage II: Rated Criteria

During Stage II, TCHC will score each qualified Proposal based on the specified Rated Criteria. Each Proponent must achieve a score of at least 70% (42/ 60 Points) on Submission Form F, B & D before the evaluation team will consider their rate bid form. Please see the Submission Form F – Methods and Procedures, for a description of the Rated Criteria and details of the criteria weighting and thresholds. Proponents who have met the specified minimum threshold will proceed to Stage III. Proponents who have not met the specified minimum threshold will not be considered further.

2.2.3 Stage III: Pricing

During Stage III, TCHC will evaluate the pricing submitted by each Proponent who successfully passed Stage II. If the Pricing requirement is submitted in any other section than the specified section as per the RFP and/or or e-Procurement Portal, Proponent will be disqualified.

The Total Cost (Excluding HST) for the Deliverables as specified in Appendix B will be analyzed and the lowest price submission will prevail subject to TCHC's bypass rights.

TCHC reserves the right to waive informalities in or reject any or all proposals.

2.3 Forms, Submission and Rectification

2.3.1 Forms and Submission

Other than the submission of the Mandatory Requirements as noted in section 2.2.1, Proponents may not make any changes to any of the other forms. The forms noted below must be reviewed, completed fully and accurately, and returned as part of the final Proposal.

2.3.2 Submission Form A – Proponent Acknowledgments

Each Proposal must include a Proponent Acknowledgements Form (Submission Form A) completed and signed by an authorized representative of the Proponent and a witness.

2.3.3 Submission Form B – CCDC 11 - Contractor’s Qualification Statement

Each Proponent must complete the CCDC 11 2016 - Contractor’s Qualification Statement and include it with its Proposal.

2.3.4 Submission Form C – Pricing

Each Proponent must include a Submission Form C - Pricing completed according to the instructions contained in the form as well as the following instructions:

- a) pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately; and
- b) pricing quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to TCHC, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any licenses or fees or other charges required by law.

Proponents are to provide their response to Submission Form C - Pricing in the correct section (Submission Form C – Pricing) Failure to submit in the correct section or submission in multiple sections will lead to disqualification

2.3.5 Submission Form D – Reference Form

Each Proponent must complete the Submission Form D – Reference Form.

2.3.6 Submission Form E – List of Subcontractors

Each Proponent must complete the list of all subcontractors who will be used to execute portions of work for this project.

2.3.7 Submission Form F – Methods & Procedures

Each proponent is requested to provide a detailed breakdown of how they intend to deliver the Appendix B – Scope of Work. Attachments are permitted if this is the cover page.

2.3.8 Submission Form G – Agreement to Bond

Each Proponent must complete the Submission Form G - Agreement to Bond or provide the appropriate commitment letter as per the instructions included on the form.

2.4 Rectification Period

Proposals satisfying the Mandatory Requirements during the Rectification Period will proceed to Stage II. If any Stage I Mandatory Requirements are not satisfied (**excluding Submission Form C and Submission Form F**), you will be notified and will be given the amount of time as stated in the RFP Timetable to rectify. If the Rectification Notice does not provide for a Rectification Period, then the Rectification Period shall be 3 Days. The Rectification Period will begin to run from the date and time that TCHC issues its Rectification Notice to the Proponent. Proposals failing to satisfy the Mandatory Requirements or rectify within the Rectification Period will be excluded from further consideration.

2.5 Tie Score

In the event of a tie score, the selected Proponent will be determined by way of a coin toss witnessed by a minimum of two TCHC staff members.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents shall structure their Proposals as instructed in this RFP. Where information is requested in the RFP, any response made in a Proposal should refer to the section number(s) of the RFP where the request was made.

3.1.2 Proposals in English

All Proposals shall be in English only.

3.1.3 No Representations

TCHC does not make any representations or warranties, express or implied, in fact or in law, with respect to the accuracy or completeness of any data, materials or other information that it has provided or will provide to Proponents in writing or orally in connection with this RFP process (collectively, “**RFP Information**”). Neither TCHC nor its representatives shall be liable for any claim, action, cost, loss, damage, or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in the RFP Information.

3.1.4 Proponents Shall Bear Their Own Costs

Each Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.5 Mathematical Errors in Submission

Where there is a discrepancy between the total sum of the unit prices and the stated total price, the price which is the lower of the two shall prevail. Proponents shall be entitled to withdraw Proposals containing mathematical errors.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Each Proponent shall perform its own due diligence in preparing its Proposal and shall not be entitled to rely on any RFP Information. Each Proponent represents and warrants that it has carefully examined this RFP and has a clear and comprehensive knowledge of the Deliverables.

It is the responsibility of the Proponent to seek clarification from the TCHC Contact on any matter it considers to be unclear. If a Proponent believes that any element of the RFP is unclear or ambiguous, the Proponent shall:

- (a) report any errors, omissions, or ambiguities to TCHC Contact; and
- (b) directing questions or seek additional information only to the TCHC Contact on or before the Deadline for Questions. All questions submitted by Proponents to the TCHC Contact shall be deemed to be received once the notification has been received by the TCHC Contact.

TCHC may respond to Proponents' inquiries by issuing Addenda, each of which shall form part of this RFP. The onus remains on each Proponent to make any necessary amendments to its Proposal to reflect the terms of any Addenda issued by TCHC.

TCHC is under no obligation to provide answers or additional information, by way of Addenda or otherwise. TCHC shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP process.

3.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by Addenda in accordance with this section. If TCHC, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by Addenda. All Addenda will form an integral part of the RFP.

Addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all Addenda issued by TCHC. Each Proponent shall acknowledge receipt of all Addenda by indicating, in the table at the end of Submission Form A, the total number of Addenda that have been issued by TCHC in connection with this RFP. Failure to incorporate all Addenda in the bid submission may result in the rejection of the Proposal, at the sole discretion of TCHC.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any Addendum is issued after the Deadline for Issuing Addenda, TCHC may at its discretion extend the Submission Deadline as required.

3.2.4 Verify and Clarify

When evaluating responses, TCHC may request further information from the Proponent or third parties to verify or clarify the information provided in the Proposal. TCHC may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

The entire contents of each Proposal shall be submitted in a fixed form. The contents of websites or other external documents merely referred to in a Proposal will **not** be considered to form part of its Proposal.

3.2.6 Proposal to Be Retained by TCHC

TCHC will not return the Proposal or any accompanying documentation submitted by a Proponent.

3.3 Negotiations, Notification and Debriefing

3.3.1 Selection of Top-Ranked Proponent

The top-ranked Proponent, as established under Part 2 – Proposal Submissions, may receive a written invitation from the TCHC Contact to enter into direct contract negotiations with TCHC.

3.3.2 Timeframe for Negotiations

TCHC intends to conclude negotiations, if any, with the top-ranked Proponent within FIFTEEN (15) Days commencing from the date TCHC invites the top-ranked Proponent to enter negotiations. A Proponent invited to enter into direct negotiations should therefore be

prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

As a condition of award, the lowest priced Proponent shall submit in a timely fashion:

- 1- Proof of required insurance as issued; and
- 2- The following business information:
 - a. Type of business entity, and date of formation; (Ex. Corporation, partnership, sole proprietor, LLC etc.)
 - b. Evidence of business status; (ex. Corporate Good Standing Certificate, no more than 60 days old); Business mailing address (head office and local office, if different);
 - c. Listing of all directors and officers; (or equivalent if not a corporation)
 - d. Authorization document of the signatory(s); (power of attorney, incumbency certificate(s) etc.)

3.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 3 – Terms and Conditions of the RFP Process and Submission Form A, and will not constitute a legally binding offer to enter into an Agreement on the part of TCHC or the Proponent. Negotiations may include requests by TCHC for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by TCHC for improved pricing from the Proponent.

3.3.4 Failure to Enter into Agreement

If any Agreement is not entered into within the allotted FIFTEEN (15) Days of award notification, TCHC may terminate negotiations with that Proponent or abort the RFP process and not enter into any Agreement with any Proponent. TCHC may also invite the next-best-ranked Proponent to enter into negotiations.

In accordance with the process rules in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form A, there will be no legally binding relationship created with any Proponent prior to the execution of an Agreement. With a view to expediting Agreement formalization, at the midway point of the above-noted timeframe, TCHC may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, TCHC may discontinue further negotiations with the top-ranked Proponent. This process shall continue until an Agreement is formalized, until there are no more Proponents remaining that are eligible for negotiations or until TCHC elects to cancel the RFP process.

3.3.5 Debriefing

Unsuccessful Proponents may request a debriefing session with TCHC. Requests for a debriefing session must be made in writing to the TCHC Contact within sixty (60) days of notification of award. The intent of the debriefing session is to aid the unsuccessful Proponents in presenting a better Proposal in subsequent procurement opportunities, and not for the purpose of challenging the procurement process.

3.3.6 Procurement Protest Procedure

If a Proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the TCHC Contact within twenty (20) days of notification of award.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

TCHC in its sole discretion may disqualify a Proponent for any conduct, situation or circumstances which constitutes or potentially constitutes a Conflict of Interest.

3.4.2 Prohibited Proponent Communications

The Proponent shall not engage in any communications with TCHC other than the TCHC Contact and should take note of the Conflict of Interest declaration set out in the Submission Form A.

3.4.3 Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any Agreement awarded pursuant to the RFP without first obtaining the written permission of the TCHC Contact.

3.4.4 No Lobbying

A Proponent may not in relation to 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 its Proposal, directly or indirectly, with any director, officer, employee or other representative of TCHC or of the City of Toronto, except as expressly directed or permitted by the RFP. Any unauthorized communications will be cause for the disqualification of the Proponent's Proposal.

3.4.5 Illegal or Unethical Conduct

Proponents shall not engage in any illegal or unethical bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud, or collusion. Proponents that are in any way affiliated with another Proponent seeking to submit a Proposal must disclose such affiliations, including ownership, management, or contractual agreements in Submission Form A (Conflict of Interest). TCHC, in its sole discretion, may prohibit affiliated Proponents from submitting Proposals for the same RFP or otherwise accepting their Proposals.

Any lobbying or unethical conduct, including inappropriate communications, offers of gifts to TCHC employees, officers or board members, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process, is strictly prohibited. Conduct of this nature will be cause for the immediate disqualification of the Proponent's Proposal.

3.5 Confidential Information

3.5.1 Confidential Information of TCHC

All information provided by or obtained from TCHC in any form in connection with the RFP either before or after the issuance of the RFP:

- (a) is the sole property of TCHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent contract;

- (c) must not be disclosed without prior written authorization from TCHC; and
- (d) shall be returned by the Proponents to TCHC immediately upon the request of TCHC.

3.5.2 Confidential Information of Proponent

Each Proponent must identify any information in its Proposal, or any accompanying documentation supplied in confidence, for which confidentiality is to be maintained by TCHC. The confidentiality of such information will be maintained by TCHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that TCHC is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and thus may be required to disclose the name and price of the winning Proponent through a Freedom of Information request. Furthermore, Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to TCHC's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions shall be submitted to the TCHC Contact.

3.6 Procurement Process Non-binding

3.6.1 No "Contract A" and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) the RFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor TCHC shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

3.6.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective Proponents for the purposes of negotiating an Agreement. No legal relationship or obligation regarding the procurement of any good or service shall be created between any Proponent and TCHC by the RFP process until the Agreement is executed by TCHC and a Proponent.

3.6.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of an Agreement, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or Agreement award.

3.6.4 Disqualification for Misrepresentation

TCHC may disqualify a Proponent or rescind an Agreement entered into with a Proponent, if the Proponent's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

3.6.5 References

TCHC's evaluation of each Proponent may take into account the Proponent's references, and the Proponent's past performance on previous contracts with TCHC, or other TCHC affiliates or social housing providers.

3.6.6 Cancellation

TCHC may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

The terms and conditions in this Part 3 are:

- (a) included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada.

3.8 Performance Reviews

The Deliverables to be provided by the successful Proponent will be subject to periodic review under TCHC's "Contractor Performance Evaluation" (CPE) program to ensure that the Deliverables as are performed in accordance with the contracted specifications and TCHC's policies. The results of the CPE reviews may be shared with TCHC's Shareholder (City of Toronto) and other City of Toronto's purchasing departments. Performance records shall be maintained on file and shall be considered in future procurement decisions. Poor performance may result in suspension from participation in TCHC bids and projects in accordance with TCHC's Proponent Disqualification Protocol.

3.9 Bypass Right

TCHC reserves the right to bypass the lowest priced or highest ranked qualified Proponent if:

- 1) Under a current or previous TCHC contract the Proponent:
 - a) has failed to prosecute the work/services in accordance with the required standard of care;
 - b) has caused delays to the schedule; and/or
 - c) has failed to deliver the scope of work/services on budget; and
- 2) There is documented proof of performance issues on TCHC project(s) evincing that the Proponent has failed or is failing to prosecute the work/services in accordance with the contract documents, schedule, budget, and/or standard of care required for successful, deficiency free, timely, on-budget delivery; and
- 3) Based on the documented performance issues it is likely that the Proponent will be unable to deliver the work/services of the current RFP on schedule, deficiency free, and/or for the promised price.
- 4) The Proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, is a party to any current litigation, or anticipated litigation, with TCHC or its subsidiaries.

[End of Part 3]

PART 4 – MATERIAL DISCLOSURES

4.1 Insurance Coverage Requirements

Upon award of the Agreement, the successful Proponent shall, at its own expense, obtain and maintain the required insurance throughout the term of the Agreement. Such insurance shall remain in full force and effect for the term of the Agreement.

The successful Proponent must produce, upon request by TCHC, confirmation pursuant to this section, as applicable. Failure to comply within seven (7) Days of the request by TCHC may result in Agreement termination.

4.1.1 General Liability Insurance

The limits of this insurance shall be for an amount not less than **\$5,000,000** with a deductible of not more than **\$5,000**. General Liability Insurance shall be in the name of the Proponent and TCHC and its Subsidiaries shall be named as an additional insured under such policy. The Party responsible for a specific claim under this policy shall be responsible for the deductible.

4.1.2 Automobile Insurance

The limits of this insurance shall be for an amount not less than **\$2,000,000** per occurrence covering all vehicles used in any manner in connection with the provision and performance of the Agreement.

4.1.3 Broad Form Property Insurance

The limits of this insurance will be in accordance with CCDC2 contract, including CCDC 41 - CCDC Insurance Requirements.

4.1.4 Broad Form Contractors' Equipment Insurance

This insurance will cover the required equipment used for the performance of the work, and shall not allow for subrogation of claims by the insurer against TCHC.

4.1.5 Contractors Pollution Liability Insurance

The limits of this insurance shall be for an amount not less than **\$5,000,000** per claim, with a deductible of not more than **\$5,000**, and TCHC and its Subsidiaries shall be named as an additional insured under such policy.

4.2 Workplace Safety and Insurance Board (WSIB)

Upon award of the Agreement, it is the responsibility of the successful Proponent to ensure TCHC is provided a valid Certificate of Clearance from the WSIB or valid independent operator number including proof of personal coverage as identified below:

4.2.1 WSIB Clearance Certificate

Upon award of the Agreement, the successful Proponent agrees to maintain its WSIB account in good standing throughout the term of the Agreement. TCHC will require the successful Proponent to produce a valid Clearance Certificate from WSIB upon expiration during the term of the Agreement and prior to any payment under the Agreement. If the successful Proponent does not produce confirmation pursuant to this section as applicable, TCHC in its own discretion may terminate the Agreement immediately.

4.3 Site Specific Health and Safety Plans

Upon award of the contract, the Proponent agrees to provide a specific health and safety plan for the particular project for review with the TCHC project manager. The Plan will reflect the following items:

- (a) Procedures for identifying, reporting and management of hazards in the workplace
- (b) Incident reporting and investigation process
- (c) Corrective/Preventative measures to prevent incidents/escalations
- (d) Safety arrangements and precautions to protect the public from construction activities
- (e) Storage of materials
- (f) Provide safety checklist for specific equipment and activities
- (g) Periodic review of the subcontractors for conformance to the Health and Safety Plan

4.4 Staff Identification

Upon award of the contract, Proponent agrees that all Proponent agents, employees, sub-contractors, and representatives will carry the required TCHC identification badges and properly display them at all times while on TCHC property. When required, Proponent will also ensure Proponent vehicles will be appropriately branded and carry the correct markings including Proponent name and registration numbers (e.g. TSSA number).

4.5 Notification of Designated Substances on Project

The following designated substances may occur on site:

- a) N.A.

4.6 Notification of Site Conditions or Other Hazards

The following hazards may occur on site:

- a) N.A.

4.7 Asbestos

Due to the age and construction of TCHC's portfolio, asbestos may be present at the location(s) where the Proponent is to perform the work. The asbestos records pertaining to any particular building are indicated in the signage and the inventory log located in each building's management office. Where TCHC anticipates asbestos abatement as part of the scope of work, Proponents shall provide pricing and any other information requested by TCHC for evaluation prior to the award of a contract. Where TCHC does not anticipate asbestos abatement to form part of a scope of work, any asbestos related work that seems necessary may, at TCHC's sole discretion, be added to the scope of work by means of a change order.

Whenever encountering asbestos, Proponents shall comply with Federal, Provincial, and local requirements pertaining to the handling, management, haulage, and/or disposal of Hazardous Materials including but not limited to the following:

- a) Ontario Ministry of Labour, Occupational Health and Safety Act, Regulation 838 (former O. Reg 654/85) respecting Asbestos on Construction Projects and in Buildings and Repair Operations.

- b) Ontario Ministry of the Environment and Energy Regulation 347 (formerly O.Reg. 309) under the Environmental Protection Act.
- c) Ontario Regulation 356, Highway Traffic Act.
Proponents shall submit to TCHC an Asbestos Abatement Certificate, stamped receipt, and all other relevant documentation within fifteen (15) business days of project completion.

4.8 Requirement for Unionized Labour

Any part of the Services that is the work of union members represented by the union Locals under the provisions of any collective agreements by which TCHC is bound, shall in each such case be performed only by an employer also bound by such agreement. 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 Services site is located, between:
 - 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 Greater Toronto Electrical Contractors Association 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;
 - v. The collective agreement between TCHC 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 Services site is located, between:
 - 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;
 - iv. The collective agreement between TCHC and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America;
 - v. 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.
- c) Section 4.8(b) shall apply to each subcontractor with all necessary changes. The Contractor shall include the provisions of section 4.8 (b), with all necessary changes, in each of its contracts with subcontractors for any part of the Services.

- d) The Contractor shall indemnify and save harmless TCHC from and against all loss, cost, claim, expense, or damage suffered by TCHC arising from the failure of the Contractor or any subcontractor to comply with the requirements of section 4.8(b).

4.9 Proponents Responsible for Obtaining Independent Legal Advice

TCHC cannot answer any questions pertaining to the successful Proponent's obligations under TCHC's collective agreements. We are unable to provide legal guidance concerning a Proponent's legal liability or answer any questions regarding whether union labour will be required in the provision of the services. TCHC encourages all Proponents to secure independent legal advice based on the specifics of the Collective Agreements, the Proponent's business, and the exact services to be provided under the RFP.

For reference, copies of the Collective Agreements are available via the following link: http://www.sdc.gov.on.ca/sites/mol/drs/ca/Pages/default_en.aspx.

[End of Part 4]

SUBMISSION FORM A – PROPONENT ACKNOWLEDGEMENTS

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
HST Number:	
RFP Contact Person and Title:	
RFP Contact Office Phone:	
RFP Contact Cell Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

Proponent must review and acknowledge Agreement of the clauses below, and must complete all indicated items and include in their submission

2. Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until TCHC and the selected Proponent have executed a written Agreement.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The Proponent represents and warrants its ability to provide the Deliverables required under the RFP in

accordance with the requirements of the RFP for the rates set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed Agreement.

4. Non-binding Price Estimates

The Proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form set out in Submission Form C. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The Proponent must download, read, and accept and incorporate all addenda issued by TCHC prior to the Deadline for Issuing Addenda into their submission. The onus remains on Proponents to make any necessary amendments to their Proposal based on the addenda. The Proponent must confirm that it has received all addenda.

6. Policies

The Proponent hereby confirms that it has read, understood and agrees to comply with the policies, practices and statements found on TCHC's website at the following link:

www.torontohousing.ca/doing-business/procurement-opportunities/vendor/Pages/Policies-and-Procedures.aspx, including but not limited to the following;

- Human Rights, Harassment and Fair Access Policy
- Vendor Code of Conduct
- Fair Wage Policy
- Procurement Policy
- Health and Safety Policy Statement

7. City of Toronto Shared Procurement

The Proponent agrees to permit the City of Toronto (including its Agencies, Boards, Commissions and Corporations) to purchase under the same terms and conditions against any Agreement. This shared procurement requirement will only be enforceable during the term of the Agreement with TCHC and is subject to the Proponent's capacity to be retained for additional work.

8. Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited under Section 3.4 of this RFP.

9. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by TCHC to TCHC's advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

10. Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" means

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of TCHC in the preparation of its Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- (b) in relation to the performance of its contractual obligations contemplated in the Agreement that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (c) has a fiduciary, family, directorship, shareholder, or any other non-arm's length relationship with any other company potentially bidding on this RFP.
- (d) has engaged any ex-TCHC employee as employees, advisers, or in any other capacity and (a) who have participated in the preparation of the Proposal; **AND** (b) were employees of TCHC and have ceased that employment within twelve (12) months prior to the Submission Deadline:

10.1 Conflict of Interest Declaration

If the Proponent needs to declare an actual or potential Conflict of Interest, the Proponent must set out details of the actual or potential Conflict of Interest below. If the box below is left blank, the Proponent will be deemed to declare that (i) there was no Conflict of Interest relating to the preparation of its Proposal; and (ii) the Proponent does not foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Conflict type as described above	Describe nature of conflict of interest

Provide additional details on a separate piece of paper if required.

10.2 Conflict of Interest Declaration – TCHC Staff

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Proposal; **AND** (b) were employees of TCHC and have ceased that employment within the twelve (12) months prior to the Submission Deadline:

Name of Individual:	
Job Title:	
Department:	
Last Date of Employment with TCHC:	
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:	

Name of Individual:	
Job Title:	
Department:	
Last Date of Employment with TCHC:	
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:	

(Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide TCHC with additional information with regards to each individual identified above in the form prescribed by TCHC.

11. Confirmations

I hereby confirm reading, acknowledging, and agreeing to the above items 2 to 9 in Submission Form A. Yes No

I confirm that that any real or possible conflicts of interest as outlined in item 10 have been disclosed in the form above. Yes No

I confirm that the Proponent, or any of its shareholders, directors, officers, subsidiaries, or affiliates, is not a party to any current litigation, anticipated litigation, or any other formal dispute resolution procedure with TCHC or its subsidiaries. Yes No

I confirm the pricing listed in Submission Form C for the Work listed in the Deliverables is for the complete work, in accordance with applicable Contract requirements and include all overhead and profit mark-up. Yes No

I confirm that each of the Forms listed below has been reviewed and/or completed (as indicated) and is enclosed with the submission.

FORM	INITIAL TO ACKNOWLEDGE
# of Addenda Received = _____ (specify number)	
Submission Form A - Proponent Acknowledgement (attached)	
Submission Form B – CCDC 11 –Contractor’s Qualification Statement (attached)	
Submission Form C - Pricing (attached)	
Submission Form D - Reference Form	
Submission Form E - List of Subcontractors (attached)	
Submission Form F - Rated Criteria (attached)	
Submission Form G – Agreement to Bond (attached)	
Appendix A – Agreement (reviewed)	
Appendix B – Scope of Work (reviewed)	
Appendix C – Specifications and Drawings (reviewed)	
Appendix D – Vendor Code of Conduct (reviewed)	
Appendix E – Contractor Performance Evaluation (reviewed)	

I confirm that I have authority to bind the Proponent, and attest to the accuracy of the information provided in this Proposal

Signature of Proponent Representative	Proponent Name, and Title
Dated:	Name of Proponent Company
Witness Signature	Witness Name, and Title

SUBMISSION FORM B - CCDC 11 – CONTRACTOR’S QUALIFICATION STATEMENT

Use link below to download CCDC 11, Contractor’s Qualification Statement:

<https://tchcupload.torontohousing.ca/www/?a=d&i=Q0bHMWogy4>

SUBMISSION FORM C – PRICING

Instructions:

Each Proponent must fully complete **Submission Form C – Pricing**. Submission Form C must be submitted in a separate sealed envelope clearly labelled “Submission Form C-Pricing” with the Proponent’s name and RFP number clearly indicated on the envelope. Only those who have qualified under stage I and II of the evaluation process will have their pricing reviewed.

1. Proponents are to provide their response to Submission Form C - Pricing in the correct section (Submission Form C – Pricing). Failure to submit in the correct section or submission in multiple sections will lead to disqualification.
2. Pricing must be in Canadian dollars excluding HST, but must include any and all additional costs and expenses, including but not limited to bonding, licenses, travel, and sundry disbursements.
3. Pricing must be fully completed, or Proponents will be disqualified. No changes to pricing are permitted at any time after the Submission Deadline including during the Rectification Period. For certainty, this means that missing pages will cause a Proposal to be disqualified. If Submission Form C is missing from a Proposal, it will cause the Proposal to be disqualified. If a line item is left blank, TCHC shall assume there is “NO COST” for that line item and the Proponent shall not be able to change its pricing from what is indicated.

Item No.	Item Description	Bid \$
1	Site Preparation	
	a) Dundas Street	
	b) Denison Ave	
	c) Augusta Ave and New Augusta Ave	
	d) Grange Ave and New Grange Ave	
	e) TCHC Parking	
2	Sanitary Sewer	
	a) Denison Ave	
	• Laterals into Site 1	
	• Laterals into Site 3	
	b) New Augusta Ave and Augusta Ave	
	• Sanitary System Mains	
	• Laterals into Site 2	
	• Laterals into Site 4 and existing apartment/townhouses	

	<ul style="list-style-type: none"> • Laterals into Site 5 	
	<ul style="list-style-type: none"> • Laterals into Site 16 	
	c) New Grange Ave and Grange Ave	
	<ul style="list-style-type: none"> • Sanitary System Mains 	
3	Storm Sewer	
	a) Denison Ave	
	<ul style="list-style-type: none"> • Storm System Mains and Catch Basins 	
	<ul style="list-style-type: none"> • Laterals into Site 1 	
	<ul style="list-style-type: none"> • Laterals into Site 3 	
	<ul style="list-style-type: none"> • Laterals into TDSB property 	
	b) New Augusta Ave and Augusta Ave	
	<ul style="list-style-type: none"> • Storm System Mains and Catch Basins 	
	<ul style="list-style-type: none"> • Laterals into Site 4 and existing apartment and townhouses 	
	<ul style="list-style-type: none"> • Laterals into Site 2 	
	<ul style="list-style-type: none"> • Laterals into Site 5 	
	<ul style="list-style-type: none"> • Laterals into existing parking area 	
	<ul style="list-style-type: none"> • Laterals into Site 16 	
	c) New Grange Ave and Grange Ave	
<ul style="list-style-type: none"> • Storm System Mains and Catch Basins 		
4	Water Distribution	
	a) Denison Ave	
	<ul style="list-style-type: none"> • Laterals into Site 1 	
	b) Dundas Street	
	<ul style="list-style-type: none"> • Watermain and Hydrant System 	
	c) New Augusta Ave and Augusta Ave	
	<ul style="list-style-type: none"> • Watermain and Hydrant System 	

	<ul style="list-style-type: none"> • Laterals into Site 2 	
	<ul style="list-style-type: none"> • Laterals into Site 4 	
	<ul style="list-style-type: none"> • Temp services 	
	<ul style="list-style-type: none"> • Laterals into neighbouring building 	
	d) New Grange Ave and Grange Ave	
	<ul style="list-style-type: none"> • Watermain and Hydrant System 	
	<ul style="list-style-type: none"> • Laterals into Site 3 	
	<ul style="list-style-type: none"> • Laterals into Site 16 	
5	Internal Roadworks (Base and Surface)	
	<ul style="list-style-type: none"> • Denison Ave 	
	<ul style="list-style-type: none"> • Augusta Ave and New Augusta Ave 	
	<ul style="list-style-type: none"> • Grange Ave and New Grange Ave 	
6	Others as stipulated in scope of work and tender documents	
Total Bid		

COMPANY NAME: _____

REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

SUBMISSION FORM D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services similar to those requested in the RFP from the proponent in the last **5 years**. The three references must be from different companies and must be provided by filling in the charts below. If they are provided in a different format, then they will not be considered for scoring.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Project Name & Location:	
Date Work Undertaken:	
Nature of Assignment: (Including value of work)	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Project Name & Location:	
Date Work Undertaken:	
Nature of Assignment: (including value of work)	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Project Name & Location:	
Date Work Undertaken:	

SUBMISSION FORM E – LIST OF SUBCONTRACTORS

Complete this schedule providing all information requested on the schedule. If no subcontractors will be used on this project, indicate “Using Own Forces” in the space provided. **The Proponent must advise TCHC in advance in writing of any intention to a change in subcontractors at any time during the Agreement.** Note that TCHC reserves the right to reject any named subcontractor at its sole discretion.

Identify subcontractors who will be used to execute portions of work to conform to the requirements of the Contract Documents. Subcontractors are required to declare litigation history with Toronto Community Housing or its subsidiaries.

Subcontractor 1.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

Qualifications and experience of this Subcontractor:

Subcontractor must declare being a party to any litigation (past or present) with TCHC as a party, or disqualification with **TCHC**

Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

Subcontractor 2.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

Qualifications and experience of this Subcontractor:

Subcontractor must declare being a party to any litigation (past or present) with TCHC as a party, or disqualification with **TCHC**

Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

Subcontractor 3.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

Qualifications and experience of this Subcontractor:

Subcontractor must declare being a party to any litigation (past or present) with TCHC as a party, or disqualification with **TCHC**

Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

Subcontractor 4.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

Qualifications and experience of this Subcontractor:

Subcontractor must declare being a party to any litigation (past or present) with TCHC as a party, or disqualification with **TCHC**

Include the following information:

-
- name of plaintiff;
 - name of defendant;
 - year litigation was initiated;
 - disputed amount (\$);
 - nature of dispute; and
 - whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

I CONFIRM THAT I HAVE AUTHORITY TO BIND THE PROPONENT, AND ATTEST TO THE ACCURACY OF THE INFORMATION PROVIDED ABOVE IN SUBMISSION FORM E – LIST OF SUBCONTRACTORS;

Signature of Proponent Representative	Proponent Name, and Title
Dated:	Name of Proponent Company

SUBMISSION FORM F – METHODS & PROCEDURES

Each proponent is requested to provide a detailed breakdown of how they intend to deliver the Appendix B – Scope of Work. Attachments are permitted if this is the cover page.

Rated Criteria:

TCHC will score each proponent’s proposal after confirmation it has met the Mandatory requirements outlined in Section 2.2.1 of this document. Each Proponent must achieve a score of at least 70% (42/ 60 Points) on Submission Form F, B & D before the evaluation team will consider Submission Form C - Price. Please see the table below for details of the criteria weighting and thresholds. Proponents who have met the specified minimum threshold will proceed to Stage III. Proponents who have not met the specified minimum threshold will not be considered further.

ITEM NO.	RATED CRITERIA	Weighting (Points)	Minimum Threshold
1	Submission Form F - Methods & Procedures	10	70% (42 out of 60)
2	Submission Form B – CCDC 11 Contractor’s Qualification Statement Submission Form D – Reference Form	50	
3	Submission Form C- Price	40	
	TOTAL	100 points	

TCHC reserves the right to decline to evaluate information for Stage II - Evaluation of Rated Criteria which is not requested within this form.

SUBMISSION FORM G – AGREEMENT TO BOND

1. Agreement to Bond

- a. The Proponent must submit a completed Agreement to Bond (copy below) with their submission.

- OR -

- b. The Proponent must provide a note on the Proponent Company's letterhead, signed by a duly authorized member of the Proponent's company, and sealed by a commissioner. This note must state that the Proponent intends to submit performance security in the form of an irrevocable letter of credit, a bank draft or a certified cheque in the terms and conditions specified in the contract if the Proponent is awarded the contract by TCHC.

2. Performance Security upon Award

- a. Upon award for greater certainty the successful Proponent will be required to provide the following performance security:
 - **A Performance Bond** issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price.
 - **A Labour and Material Payment Bond**, be issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price.
- b. As an alternate to the Performance Security for this tender: if the total price is less than \$1,500,000.00, the following alternate forms of security are acceptable in lieu of the Performance Security:
 - an irrevocable letter of credit;
 - a bank draft; or
 - a certified cheque in the amount of 20% of the Contract Price (including applicable taxes).

If this alternate form of security is used, it will be returned to the Contractor ninety (90) days after the completion of the work and the correction of all deficiencies. If deficiencies involve seasonal work that must be postponed, the security will be reduced to an amount equal to the value of the work which remains to be completed and the balance of the security returned to the Contractor ninety (90) days after all outstanding work is complete.

If you intend to submit this alternate form of performance security:

- include a note to this effect with your submission. The note must be on the company's letterhead, signed by a duly authorized member of the company and sealed by a commissioner.
- you need not supply an Agreement to Bond with the Submission.

Agreement to Bond

To:	Toronto Community Housing Corporation	("TCHC")
and to:		(the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

- (a) a performance bond totaling **50%** of the total price and;
- (b) a labour and material bond totaling **50%** of the total price.

For the following bid:

RFP #	AP2A-01
Name of Bidder	

If the bid for the above mentioned is accepted by Toronto Community Housing Corporation, the undersigned will execute the bond within seven (7) days of notification of acceptance of the bid.

Dated this _____ Day of _____ 20 ____

Name of Surety Company	
Name of Authorized Person (Printed)	
Signature of Authorized Person Signing for Surety (Attorney-in-Fact)	

(Company Seal)

APPENDIX A – AGREEMENT

TCHC's standard CCDC-17 and Supplementary Conditions are in draft form and will form the basis of negotiation but may be amended to the particulars of the RFP at the time of negotiation and execution. The Proponent's responsibilities form a key component of any contract entered into by TCHC. It is the responsibility of the Proponent to ensure it has read CCDC-17 and the Supplementary Conditions and understands TCHC's expectations in making a submission.

A sample Agreement has been attached for Proponent's reference, and forms the basis for negotiating a final Agreement.

Please see the attached file.

- Stipulated Price (CCDC-17) and Supplementary Conditions
<https://tchcupload.torontohousing.ca/www/?a=d&i=0dpcift1IT>

APPENDIX B – SCOPE OF WORK

A. Description of Deliverables

The RFP is an invitation to submit Proposals for the provision of Deliverables as described below

Description of Deliverables required	This Contractor shall provide all labour, materials and equipment necessary to perform the roads and services work to the full extent of the drawings, reports, specifications, and this scope of work.
Locations/Address(es) for delivery of Deliverables required	This Contractor acknowledges that the extent of this project is bounded by existing Dundas Street West on the North, existing Ryerson Community School on the West, existing 91 Augusta Avenue on the South, and the existing 170 Vanauley Walk on the East.
Deliverables Start Date	Wednesday, September 01, 2021
Deliverables End Date	Thursday December 23, 2021

B. Material Disclosures

Proponents shall refer to **Part 4 - Material Disclosures** for additional information pertaining to the Deliverables, additional contractual requirements, and other factors that could impact their Proposals.

The following list must be part of the Contractor's Scope of Work. However, this list is to be used as a minimum guide and does not alleviate the Contractor of the responsibility to also carry out, in addition, other work according to the conventional good and current trade practices.

General Project Requirements

1. This Contractor acknowledges that this Scope of Work, Drawings, Specifications and Reports outline the intent and spirit of the work and this Contractor agrees that it will perform all work required to conventional and good trade practices, and as typically required for this type of work by City of Toronto and all authorities having jurisdiction, at no extra charge, even if not specifically reflected in the Scope, Drawings or Specifications.
2. This Contractor shall be responsible to complete the work for the Contract Price without additional cost to the Owner, notwithstanding any errors, omissions, or defects in the Contract Documents. The Contractor shall review the Plans, Specifications, Drawings, and related documentation and shall promptly report to the Construction Manager any error, inconsistency, or omission that the Contractor may discover.
3. The Contractor shall provide all labour, materials and equipment necessary to perform the roads and services work to the full extent of the Drawings, Reports, Specifications, and this Scope of Work. This includes Drawings and Specification packages prepared by GHD; Memorandum by Sirati & Partners on Soil Chemical Quality dated December 18, 2018, Geotechnical Investigations for Sites 1 & 2 by Sirati & Partners dated June 23, 2021, Pavement

Marking & Signage Plan by BA Group, Tree Removal & Protection Plan, Hydro Removals Plan, Denison Ave & Dundas Street Signalization Plan, Temporary Car Park Drawings, Exiting Elevations Survey by GHD, GHD General Conditions & Dust Control Plan & Procedures.

4. By submitting this bid, the Contractor will be held and has confirmed that it has visited, inspected and carefully examined the complete existing site condition upon which the work is being performed, the extent of work, site grading, utilities and complete site logistics, including site hoarding and access/egress gates. This also includes the acknowledgment of surrounding streets (and one-way streets), lane restrictions and is aware of the existing conditions and difficulties that may affect the execution of its work. The Contractor is aware that its work will be adjacent to existing buildings, which are fully occupied and operational. This Contractor agrees that it will take all necessary steps to avoid damages to existing structures and interference with adjacent occupants and at no additional cost to the Owner, will repair any damages caused by their own forces.
5. The Contractor shall provide all sufficient equipment, labour and materials to maintain Owner's Construction Schedule, and to substantially complete the contract work within 80 working days from the tentative date of commencement of Sept 1, 2021, which may be amended depending on the Owner receiving the Subdivision Agreement from City of Toronto, clearances from the local utilities and all authorities having jurisdiction. The Residential Subdivision application has been submitted to the City and once issued, a copy of the City accepted drawings will be provided to the Contractor. Note that all the terms, requirements and conditions marked up and outlined in the City accepted set will form part of the Contractor's work.
6. To facilitate the shoring and excavation of Site 1 & 2 towers, this Contractor is required to follow the following sequencing of performance of work:
 - a) Work along Augusta and new Augusta Avenue.
 - b) Work along Denison Street
 - c) Work along Grange Street and new Grange Street

All new sanitary, storm and watermain work along new Augusta Avenue must be complete by Nov 30, 2021.

Furthermore, to facilitate the draft plan conditions for above grade permits of Site 1 & 2 towers, this Contractor shall complete all base course asphalt by April 30, 2022. This Contractor is aware that at this time, shoring and excavation work will be in progress and the paving work will need to be scheduled on weekends as not to interfere with the shoring/excavation progress.

7. This Contractor understands that having knowledge of the effect that weather can have on the completion of its work and maintenance of the Project Schedule and has assessed the necessity for lost weather days and standby time. This Contractor has included in its lump sum price, the cost of mitigating such delays, as to maintain the Project Schedule. Additional protection during inclement weather, for their work has been included, but not limited to winter heat provisions, insulating blankets etc. if and where required. Furthermore, this Contractor is to include for the cost of off-hours work where installations will interfere with public streets or pedestrian access to adjacent structures.
8. The Contractor must have a responsible representative present at site meetings (usually bi-weekly) prior to and during his onsite work with the owners and their consultants, to review and facilitate this Contractor's work progress on site.

9. This Contractor will rectify any and all disturbed areas that may be affected during this work, to the original condition or better, meeting all City of Toronto Standards, and to the satisfaction of the Owner, Owner's Consultants, and City of Toronto Inspectors.
10. All existing utilities shown on the drawings and/or described in this scope of work are for reference purposes only. This Contractor is responsible to perform locates and site verify the actual locations and depth of any utilities in advance of performing work and shall be liable for all or any damages and make good. Any discrepancies between the drawings and the layout shall be reported to the Owner's Consultant. Discrepancies which have no bearing on the sewer or roadworks can be confirmed thereafter through as-builts. The Contractor acknowledges that if these discrepancies do affect the sewer or roadworks, the Contractor will make necessary on-site adjustments as required as part of the Contract. For greater clarity, if Hydrovac is required to expose existing utilities and performing the work, it is part of this Contractor's responsibility and thus included as part of the Contract.
11. This Contractor is responsible to file the Notice of Project under the MOL guidelines and shall at all times assume overall responsibility for compliance with the applicable health and construction safety legislation at the Place of the Work, in the area designated as being under this Contractor's Notice of Project. This Contractor agrees to assume the title, role, duties and obligations of a "Constructor" as that term is defined in the Occupational Health and Safety Act (Ontario) and its related regulations, as amended from time to time within the meaning of the law of the Place of the Work. Without limitation, this Contractor shall:
 - File and post a "Notice of Project" and any other notices or documents required by health and safety legislation.
 - Ensure that anyone employed or engaged by this Contractor directly or indirectly complies with applicable health and safety legislation at the Place of the Work.
 - Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
 - Obtaining evidence from all Subcontractors of compliance with worker's compensation legislation.
 - Hire or recommend for hire only sufficiently skilled trades.
 - Have adequate resources and experienced competent supervisors to oversee and ensure compliance with all health and safety requirements."

The Owner will be retaining (and pay for) Sirati & Partners for geotechnical inspection and material testing services. This Contractor is responsible to coordinate with both GHD and Sirati for scheduling and sequencing of material testing for installation of site services, subgrade inspections, proof roll inspections, welding inspections, compaction testing for bedding and cover material for pipes, trench backfill, granular materials and asphaltic concrete, concrete testing and related laboratory testing.

Site Preparation

12. At Denison Ave, Grange Ave and Augusta Ave intersection, and Dundas Street, this Contractor shall include for complete restoration in kind, u-fill, traffic control, boulevard, curb and sidewalk removal and restoration.
13. This Contractor shall provide all labour, material, equipment, etc... for the removal and disposal of existing or abandoned sewers, utility ducts, pipes, asphalts, curbs, sidewalks, surplus material, and any other structures and/or accessories, and backfill and compact to 98% SPD and/or as required by City Specifications, at all depths. Backfilling materials are to be imported clean fill and approved by Sirati (Environmental Consultant). Perform all work as specified in GHD drawings, as stipulated below and/or to meet City standards and as typically requested by the City inspector. This shall include but not limited to the following:
 - a) Along existing Dundas Street
 - All existing curb, sidewalk, asphalts, hydrants, surplus material, etc... to ROW limit
 - Existing concrete parapet walls fronting the new Augusta Avenue where current marketing signage sits on and where required as determined by this Contractor for logistic purpose.
 - Except exiting parking meter is to be by others
 - Except existing pole is to be by others
 - b) Along existing Denison Avenue and Corners of Dundas Street
 - All existing curb, catch basins, sidewalk, asphalts, surplus material, etc... to ROW limit
 - Existing hydro duct (refer to the hydro removal plan in Appendix C)
 - Except hydro chambers 7448, 7447 and connecting ducts are by others
 - Except hydro poles, signal and hand well poles are by others
 - c) Along existing Augusta Avenue and corners of Grange Avenue
 - Existing curb, catch basins, sidewalk, asphalts, surplus material, etc... to ROW limit
 - Existing storm sewers, catch basins, manholes
 - Existing sanitary sewers, manholes
 - Existing watermains, valves, hydrants
 - Except trees by others
 - d) Along new Augusta Avenue
 - Existing curb, catch basins, sidewalk, asphalts, surplus material, etc... to ROW limit
 - Existing storm sewers, catch basins, manholes
 - Existing sanitary sewers, manholes
 - Existing watermains, valves, hydrants
 - Existing hydro duct (refer to the hydro removal plan in Appendix C)
 - Except hydro chamber 10633 and connecting ducts are by others
 - Except existing retaining walls are by others
 - Except trees by others
 - e) Along new Grange Avenue
 - All existing curb, catch basins, sidewalk, asphalts, surplus material, etc... to ROW limit

- Existing hydro duct (refer to hydro removal plan attached in Appendix C)

14. This Contractor to supply, install, and provide all maintenance during the construction period and removal in its entirety a 150mm dia. watermain bypass required during the watermain work on site including temporary burial as required through driveways, connections, disconnections, chlorination and any other testing as required by the City to allow for hookup to existing services.
15. For removal of surplus material, this Contractor is responsible to follow and adhere to the new excess soil regulatory requirements which come into effect July 2021 This Contractor will be responsible for the management of all EXCESS SOIL requirements. The Owner has engaged Sirati & Partners for this process (refer to Sirati & Partners proposal dated May 1, 2021 attached in Appendix C and this Contractor will take on and hire Sirati & Partners for the portion as described below: The owner will hire Sirati & Partners as Qualified Person and pay Sirati & Partners to conduct the following compliance requirements at source site:
 - a) Assessment of Past Use
 - b) Sampling and Analysis Plan
 - c) Soil Sampling and Testing
 - d) Soil Characterization Report

This Contractor will also hire Sirati & Partners as Qualified Person and pay Sirati & Partners to conduct the following compliance requirements at receiving site:

- e) Excess Soil Destination Assessment report
 - f) Tracking System
 - g) Applicability of soil quality standards
16. This Contractor shall note that during the demolition stage, the entire site has been graded and the elevations of existing conditions are shown in GHD drawings (Refer to Appendix C). Furthermore, environmental remediation work was done on part of the site forming part of the new Augusta Avenue extension and the new Grange road. Details of this are outlined in Sirati & Partner's Memorandum on Soil Chemical Quality for road construction which indicate the existing soil conditions of the demolished site meet MECP table 3 standards. By submitting the bid, this Contractor is confirming that he/she is satisfied with the existing soil condition and has included for all soil conditions as part of the lump sum price.
 17. This Contractor shall import clean fill from Contractor source as required and compact to 98% S.P.D. and/or as required by City of Toronto Specifications. All import material is to be approved by Sirati & Partners.
 18. This Contractor to provide Traffic and Pedestrian control as required for all items throughout the site including provision for temporary fire access. Furthermore, this Contractor shall provide, at its expense, a competent signaler/flag person as, and where, the entry and exit of the site require the directions of vehicular traffic, and where workers may be endangered by vehicular traffic, all of which is to be carried out to the satisfaction of all authorities having jurisdiction for the duration of this Contractor's work. This Contractor shall also include Paid Duty Officer allowance of \$10,000 as part of Contract. Any amount exceeding \$10,000 will be considered extra to contract.
 19. This Contractor shall provide erosion and sediment control (including mud mat) prior to commencement of work and maintain during the duration of construction. In addition, this Contractor shall perform daily and final clean-up of work areas and adjacent areas. This

Contractor shall maintain and ensure the immediate city streets (Dundas Street, Denison Ave, Grange Ave and Augusta Ave) and neighboring properties are kept clean and free of debris and dust to the satisfaction of the municipal authorities, including the Department of Public Works, Municipal Roads Departments and/or the Ministry of Environment and Climate Change (MOECC) while the Contractor's work is ongoing. Perform and follow Dust Control procedures as outlined in this scope of work & attached within Appendix C.

20. This Contractor shall install, maintain and relocate fencing as required. Note the following:
- a) Hoarding and fast fence has currently been installed around the perimeter of the site by the Owner as per the 'Fencing Hoarding Plan' drawing attached in Appendix C. Part of the hoarding has been installed on a concrete retaining wall while the remaining portion is on jersey barriers. This Contractor will be required to temporarily remove some of the Owner's existing hoarding on Dundas Street, installed on a concrete retaining wall, as part of this scope. The Contractor is also responsible for maintaining the hoarding once it has been removed along with all remaining fast fence while they have control of the site. Any additional jersey barriers required are by this Contractor. Once work has been completed, this Contractor will re-install the hoarding.
 - b) This Contractor is required to provide and maintain additional temporary, free standing fencing around the site, as required for their construction. Please refer to the 'Fencing Plan'. Temporary fencing to be in place prior to performing any construction activities on-site. All hoarding/fencing must comply with the City of Toronto Municipal Code Chapter 363, Article III. The Contractor is responsible for removing fencing when directed by the Owner/ Owner's Representative or when work has finished.
 - c) All fencing must allow access, as outlined in the Access Requirements Plan attached in Appendix C
 - d) Once this Contractor takes control of the site, they are required to provide locks as necessary to secure the area enclosed by the Owner's fast fence and their additional freestanding fence.
 - e) This Contractor is responsible for the security of the site, materials and work in progress while construction is ongoing for the duration of their Contract. Any work that is damaged due to insufficient security measures, will be remediated at the cost of this Contractor.
 - f) This Contractor shall provide all necessary guardrails, barricades and safety protection for its own work. This is including but not limited to supplying and installing all safety signage identifying construction activities in progress, entry permitted to site for authorized persons only and identification signs for energized units that remain live during the period of work.

Sanitary Sewers

21. This Contractor shall supply, excavate, trench and install sanitary sewer pipes (material strength and bedding as per the drawings). For connections to existing sanitary sewers, this contractor shall include for bypass pumping, below interim flow diversion, and benching as required, removal of existing curb and road makeup as required, saw cutting, road restoration in kind, u fill, vertical trenching and traffic control. All beddings are to be Granular A virgin material with no recycled content. All work shall be per City of Toronto Standards and procedures as outlined in drawings G101.

- a) Along existing Denison Ave
- Cut into existing sanitary sewer and connect new incoming 250mm & lateral to site 1 and cap at the property line. Future MH 13A inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of site 1 prior to commencement of work.
 - Cut into existing sanitary sewer and connect new incoming 250mm & lateral to site 3 and cap at the property line. Future MH 14A inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of site 1 prior to commencement of work.
- b) Along new Augusta Ave to existing Augusta Ave
- MH 2A and MH3A
 - 250mm & sanitary pipe runs from MH 2A to MH 3A
 - Incoming 250mm& lateral from MH2A to site 2 and cap at the property line. Future MH 10A inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of site 2 prior to commencement of work. Similarly, for the exact location (with dimension) of MH 2A.
 - Incoming 250mm& lateral from MH3A to site 4 and connect to existing 300mm & serving the existing apartments. While doing this work, this contractor shall provide all required temporary re-routing so the service from existing building is not interrupted. Note that in this case, MH 11A inside the property line is by this Contractor.
 - MH 4A
 - 250mm & sanitary pipe runs from MH 3A to MH 4A
 - Incoming 150mm & lateral from MH4A to site 5 and cap at the property line. Future MH 12A inside the property line is by others.
 - MH5A and connect to existing sanitary sewer
 - 250mm & sanitary pipe runs from MH 4A to MH 5A
 - Cut into existing sanitary sewer and new sanitary sewer along Grange. Install new incoming 250mm & lateral to site 16 and cap at the property line. Future MH 1A inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of site 16 prior to commencement of work.
- c) Along new Grange Ave
- MH 6A
 - 250mm& sanitary pipe runs from MH 6A to MH 5A

22. This Contractor shall provide camera inspection following road base work and prior to top asphalt coat including flushing, pictorial reports and electronic videos files which will be provided to the Owner and all other governing authorities requiring the results from the inspection.

Storm Sewers

23. This Contractor shall supply, excavate, trench and install storm sewer pipes (material strength and bedding as per the drawings). For connections to existing storm sewers, this contractor shall include for bypass pumping, below interim flow diversion, and benching as required, removal of existing curb, saw cutting, u fill, vertical trenching, traffic control (pedestrians, bicycles, vehicles, etc.), concrete backfill and steel per T-708.01-1, dewater as necessary, cut through timber tunnel and concrete pressure grout as required, connect with

approved tee, restore to original road conditions and take required CCTV of connection following completion of work. All beddings are to be Granular A virgin material with no recycled content. All work shall be per City of Toronto Standards and procedures outlined in drawing G101.

a) Along existing Denison Ave

- Cut into existing storm sewer and connect new incoming 250mm & lateral to site 1 and cap at the property line. Future control MH 17 inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of site 1 prior to commencement of work.
- Cut into existing storm sewer and connect new incoming 250mm & lateral to site 3 and cap at the property line. Future control MH 19 inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of Site 1 prior to commencement of work.
- Relocate existing catch basin at the North East corner of Denison and Grange to match new curb.
- Cut into existing storm sewer and connect new incoming 300mm& lateral to adjacent Toronto District School Board property and cap at the property line. The installation shall be via trenchless method. Work inside the TDSB property (ie, CBMH 100 to MH 101 to MH 102) is by others and not part of this contract.

b) Along new Augusta Ave to existing Augusta Ave

- MH 1 and MH 2
- 900mm & storm pipe runs from MH 1 to MH 2
- Catch basins and catch basin leads to 900mm & storm pipe
- Incoming 250mm& lateral from MH2 to site 4 and connect to existing 300mm& serving the existing apartments. While doing this work, this contractor shall provide all required temporary re-routing so the service from existing building is not interrupted. Note that in this case, MH 15 inside the property line is by this contractor.
- MH3
- Incoming 250mm& lateral from MH3 to site 2 and cap at the property line. Future MH 14 inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of site 2 prior to commencement of work. Similarly, for the exact location (with dimension) of MH 3.
- MH 4
- 900mm & storm pipe runs from MH 3 to MH 4
- Incoming 150mm& lateral from MH4 to site 5 and cap at the property line. Future MH 16 inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the Architect of Site 5 prior to commencement of work. Similarly, for the exact location (with dimension) of MH 4.
- MH5
- 900mm & storm pipe runs from MH 4 to MH 5
- Catch basins and catch basin leads to 900mm & storm pipe
- Extend catch basin leads to existing catch basin in the parking lot
- JF-1 and connect to existing 450mm & storm pipe
- 375mm & storm pipe runs from MH 5 to JF-1
- Cut into existing storm sewer and connect new incoming 300mm & lateral to site 16 and cap at the property line. Future MH 18 inside the property line is by others. This contractor shall confirm the exact location and elevation of this incoming service with the architect of site 16 prior to commencement of work.

- c) Along new Grange Ave
 - MH 8
 - 600mm & storm pipe runs from MH 5 to MH 8
 - Catch basins and catch basin leads to MH 8
 - MH 9
 - 750mm & (twinned) storm pipe runs from MH8 to MH 9.
- d) Along existing Grange Ave
 - MH6
 - 600mm & storm pipe runs from MH 6 to MH 5
 - MH7
 - 750mm & storm (twinned) pipe runs from MH 6 to MH 7
 - Catch basin leads to 750mm & storm (twinned) pipes

24. This Contractor shall provide camera inspection following road base work and prior to top asphalt coat for both main lines and catch basin leads including flushing, pictorial reports and electronic videos files which will be provided to the Owner and all other governing authorities requiring the results from the inspection.

Water Distribution System

25. This Contractor shall supply, excavate, trench and install watermain system (PVC unless specified otherwise). For connections to existing water main sources and work in existing streets, this contractor shall include for appurtenances, temporary blow-offs, bends, swabbing, restrained joints and pressure testing at operating pressure on existing streets, traffic control, u-fill backfill to the back of the curb, removal of excess mater offsite, sawcut existing asphalt and concrete road base and vertical trenching, restore asphalt with 75mm depth HL3 asphalt to match grade of existing asphalt, make good any CB leads damaged or disturbed. All work and testing shall be as per City of Toronto Standards and procedures as outlined in drawings G101 and W101.

- a) Along existing Denison Ave
 - Connect into existing 150mm watermain in centre of Denison via tapping sleeve.
 - 150mm incoming lateral to Site 1 tee with 150mm & for domestic water and 150mm & for fire with gate valves and box at property line. This contractor shall confirm the exact location of this incoming services with the architect of site 2 prior to commencement of work.
- b) Along existing Dundas Street
 - Connect into existing 300mm & watermain on north side of Dundas via tapping sleeve and vault as per detail T-1101.02-2 on drawing DET 102. Install new 300mm & watermain across Dundas Street via tunneling method.
 - Remove existing hydrant
- c) Along New and Existing Augusta Ave
 - 300mm & watermain along east ROW
 - 150mm & incoming lateral to Site 2 tee with 150mm & for domestic water and 150mm & for fire with gate valves and box at property line. This contractor shall

confirm the exact location of this incoming services with the architect of site 2 prior to commencement of work.

- Hydrant and valve sets on east ROW
 - 150mm & incoming lateral to Site 4 tee with 150mm & for domestic water and 150mm & for fire with gate valves and box at property line. Connect to existing 150mm watermain system serving the existing apartments and townhouses
 - 150mm & temporary line from water source south of Grange Ave to service existing neighboring building and fire hydrants during construction.
 - 150mm & lateral and permanent connection for existing neighbouring building.
 - Remove existing hydrants
- d) Along Existing Grange Ave and New Grange Ave
- 32mm & and 25mm & incoming laterals to Site 3 and cap at property line by tapping into existing 150mm. NOTE: lateral inverts will need to be deeper than 1.8m city standard. Contractor must confirm elevation as well as location with architect prior to commencement of work.
 - Cut and tap into existing 150mm & and install new 150mm & along south ROW of existing Grange Ave and connect to the new 300mm & on Augusta
 - 300mm watermain on south side of new Grange Ave ROW
 - Tap 32mm &, 25mm &, and 50mm & incoming laterals to Site 16 and cap at property line. This contractor shall confirm the exact location with the architect of site 16 prior to commencement of work.
 - Hydrant and valve set at south ROW.

Internal Roadworks (Base Works)

26. This Contractor shall supply, excavate, trench, grade, backfill, and compact to complete internal roadworks. This Contractor will protect and ensure that hydro duct banks, assets and other utility lines are not damaged and will hand dig and/or hydrovac to work around the utility lines as required. Perform all work in accordance with City of Toronto standards and as outlined on the drawings. Include for but not limited to the following:

- a) Along Denison Ave
- Fine grade and compact road including subgrade.
 - 300mm deep of 50mm crusher run limestone as granular sub-base
 - 150mm deep of 19mm crusher run limestone as granular base for all streets.
 - 70mm deep of SP19.0 Cat B PG 64-28
 - Base curb
 - Concrete side walk on east side of Denison will be by others (Landscape during streetscaping) except for at the intersection with Dundas, which will be by this Contractor to match existing sidewalk on Dundas so it is continuous (include curb depression and tactile surface walking indicator). Note that at Dundas and Denison, this contractor will need to coordinate with Owner's permanent signalization contractor for sequencing.
 - Temporary lane markings, signs and postings
 - Catch basin sediment control
- b) Along new and existing Augusta Ave
- Fine grade and compact road including subgrade.

- 300mm deep of 50mm crusher run limestone as granular sub-base
 - 150mm deep of 19mm crusher run limestone as granular base for all streets.
 - 70mm deep of SP19.0 Cat B PG 64-28
 - Base curb
 - Concrete side walk, and tactile plates as indicated on drawings except for on east side of west ROW fronting site 2 will be by others (Landscape).
 - Temporary lane markings, signs and postings
 - Catch basin sediment control
- c) Along new and existing Grange Ave
- Fine grade and compact road including subgrade.
 - 250mm deep of 50mm crusher run limestone as granular sub-base
 - 150mm deep of 19mm crusher run limestone as granular base for all streets.
 - 70mm deep of SP19.0 Cat B PG 64-28
 - Base curb
 - Concrete sidewalk and tactile plates as indicated on drawings except for on south side of ROW fronting site 16 will be by others (Landscape).
 - Temporary lane markings, signs and postings
 - Catch basin sediment control

Internal Roadworks (Surface Works)

27. This Contractor to supply and install the surface works portion of the internal roadwork. Perform all work in accordance with City of Toronto standards and as outlined on the drawings. Note that this portion of work will be performed at a later date after streetscaping of site 1, 2, 3 and 16 have been completed. The tentative schedule for this will be Q2/Q3 of 2024. Include for but not limited to the following:
- Prepare and clean base curb of excess material
 - Clean and adjust manholes and catch basins to final grade. Remove all temp infills and make good all resurfaces.
 - Adjust manline valves and hydrant valves
 - Sweep, clean and flush base asphalt prior to top surface asphalt
 - Apply tack coat to base asphalt
 - Supply and place 40mm deep of SP12 Cat B PG64-24
 - Construct lap joint
 - Supply and install permanent street signage posts and lane markings in accordance with BA Group's Signage & Pavement Markings Plans. All pavement markings are in accordance with the Ontario Traffic Manual (OTM) and the Ontario Provincial Standard Specifications (OPSS) and as per City of Toronto Standards.

Permits and Regulations

28. This Contractor shall coordinate/cooperate with all government agencies, quasi-government agencies and adjacent property Owners, as required to successfully complete their work. Additionally, this Contractor acknowledges that they are required to coordinate all work with the Owner and/or Owner's representative and Consultants.
29. The Contractor has reviewed the City of Toronto Noise By-law. No noise related work will be allowed after the hours noted for weekdays, Saturdays, Sundays and public holidays. All costs related to this City By-law, including Project schedule requirements, shall be included.

Other

30. All printing and reproduction costs for this Contractor's engineering, shop drawings and contract documents are included.
31. The Contractor is to provide sewer and road as-builts including storm and sanitary sewer inverts, sewer service inverts and locations, top of MH elevations and road grade elevations.
32. All temporary electrical services and temporary lightning required for this scope of work, is by this Contractor.
33. The Contractor shall provide potable water supply for its own use over the duration of their construction work.
34. All temporary onsite washroom facilities are to be provided by this Contractor for their own forces.
35. This Contractor shall be responsible for daily cleaning relative to his work, along with the supply of their own garbage containers. Any costs associated with the removal of waste, debris and all other daily cleaning costs is by this Contractor.
36. Any and all 'hazardous' waste materials generated by this Contractor, its Sub-subcontractors, or their activities on site, shall be the responsibility of this Contractor to arrange for, and pay, all associated costs for the proper and appropriate disposal of such materials.
37. It is the responsibility of this Contractor to supply and install sufficient protection between the construction site and the residential backyards of 172-188 Vanauley Walk. Any damage caused to residential areas will be rectified at the cost of this Contractor.

Dust Control and Protection

38. This Contractor shall ensure that all immediate city streets are kept clean and free of debris to the satisfaction of the Department of Public Works and Municipal Roads Departments while this Contractor's work is in progress.
39. It is the responsibility of this Contractor to implement dust control measures to mitigate the potential for air and water pollution from dust caused by this Contractor's work. Provide temporary waterlines for dust control operations. Furnish connections that may be required. All costs associated with this work is by this Contractor.
40. Provide daily, or more frequently, if required, wetting of all soft and hard surfaces and any excavation face (if applicable) on the site, with the addition of calcium chloride or other recognized materials as a dust suppressant, if required. Provide suitable water spray equipment to ensure uniform application of water and with a positive means of water shut-off.
41. Perform daily cleaning of the road pavement and sidewalks adjacent to the property to distance of 25 metres from the property line;

42. Ensure trucks and other construction vehicles use designated truck-loading points only to avoid tracking soil and demolition debris off site. Provide loading points with a gravel base to minimize tracking of soil onto the sidewalk and street. Clean or replace gravel base if it becomes contaminated and when directed by the Consultant.
43. Clean all trucks and other construction vehicles leaving the site of all loose soil and dust from demolition debris including the washing of tires and sweeping or washing of exteriors and tailgates by a designated labourer. Maintain and submit a daily log of each truck leaving, noting when the truck was cleaned and by whom. Submit a copy of the log on a daily basis to the Consultant.
44. Tarp all trucks leaving the site which are loaded with demolition debris.
45. An air monitoring program will be implemented by the Consultant, if necessary, as determined through consultation with the Medical Officer of Health;
46. Supervision of the dust control measures will be performed by the Consultant as part of our construction review services.
47. The Contractor acknowledges the Owner's intent to reduce pollution from construction activities by controlling airborne dust generation in particular and will review and comply with LEED requirements. Monthly reports and photo records are required during the entire construction period. Please refer to the LEED specifications for more details.
48. Perform daily and final clean-up of work areas, surrounding areas and site, 10m North and South of construction entrance.
49. Maintain good public roads, walkways and curbs soiled or damaged due to work to the requirements of the local authorities.

****END OF SCOPE****

I have read and agreed to all the clauses in the scope of work.

Company: _____

Signature: _____

Note: Initial all pages in scope of work.

APPENDIX C – SPECIFICATIONS AND DRAWING

To download, click on the links below:

Please note that these download links are only available until July 16, 2021, you will not be able to access documents after this date

The attached files included in Appendix C listed as follows:

CIVIL DRAWINGS BY GHD GROUP -

<https://tchcupload.torontohousing.ca/www/?a=d&i=qHa9hhsWEB>

Dwg#	Drawing Title	Issued Date
G101	General Notes	June 9, 2021
G102	General Plan 1	June 9, 2021
G105A	Sanitary Drainage Plan and Design Sheet 1	June 9, 2021
G106A	Storm Drainage Plan and Design Sheet 1	June 9, 2021
L101	Grading Plan 1	June 9, 2021
P101	Grange Avenue STA 0+000.00 to STA 0+175.00	June 9, 2021
P103	Augusta Avenue STA 0+000.00 to STA 0+200.00	June 9, 2021
P105	96 Denison Avenue Driveway STA 0+000.00 to STA 0+117.00	June 9, 2021
DET101	Details	June 9, 2021
DET102	Details	June 9, 2021
DET103	Details	June 9, 2021
DET104	Details	June 9, 2021
DET105	Details	June 9, 2021
DET106	Details	June 9, 2021

DET107	Details	June 9, 2021
DET108	Details	June 9, 2021
REM101	Removals Plan 1	June 9, 2021
ERS101	Erosion and Sediment Control Pre-Servicing	June 9, 2021
ERS104	Erosion and Sediment Control Post-Servicing	June 9, 2021
ERS107	Erosion and Sediment Control Details	June 9, 2021
W101	Watermain Replacement and Connection Scenario 1	June 9, 2021
C101	Composite Utility Plan	June 9, 2021
C104	Composite Utility Plan Details	June 9, 2021
C105	Composite Utility Plan Details	June 9, 2021
C106	Composite Utility Plan Details	June 9, 2021
	GHD General Conditions https://tchcupload.torontohousing.ca/www/?a=d&i=PFGT3Mo3SA	July 2015
	GHD Survey of Existing Conditions & Elevations https://tchcupload.torontohousing.ca/www/?a=d&i=pKUc22LIBM	

PAVEMENT MARKINGS & SIGNAGE PLAN BY BA GROUP

<https://tchcupload.torontohousing.ca/www/?a=d&i=pebonGak3u>

Dwg#	Drawing Title	Issued Date
PMK-101	Pavement Marking Plan	May 19, 2021
SN-101	Signage Plan	May 19, 2021

REPORTS BY SIRATI & PARTNERS CONSULTANTS LTD.

Report Title	Issued Date
Excess Soil Management Proposal https://tchcupload.torontohousing.ca/www/?a=d&i=S5tEsm4ghr	May 1, 2021
Geotechnical Investigation for Sites 1 & 2 https://tchcupload.torontohousing.ca/www/?a=d&i=TTwSxXHIQt	June 23, 2021
Soil Chemical Quality Memo https://tchcupload.torontohousing.ca/www/?a=d&i=rKg1wC2Llw	December 18, 2020

ACCESS REQUIREMENTS

<https://tchcupload.torontohousing.ca/www/?a=d&i=d2GK8K4Ou2>

HOARDING & FENCING PLAN

<https://tchcupload.torontohousing.ca/www/?a=d&i=TkTAUtVhQ1>

HYDRO REMOVALS BY ROAD CONTRACTOR

<https://tchcupload.torontohousing.ca/www/?a=d&i=GHpsFxmTD3>

TREE REMOVAL AND PROTECTION PLAN

<https://tchcupload.torontohousing.ca/www/?a=d&i=FOsFu3Q3NT>

DENISON AVENUE AND DUNDAS STREET SIGNALIZATION DRAWINGS

<https://tchcupload.torontohousing.ca/www/?a=d&i=0yPKHacmRx>

SCHEDULE C – SAFETY SCOPE

<https://tchcupload.torontohousing.ca/www/?a=d&i=22XPaMFqGs>

APPENDIX D – VENDOR CODE OF CONDUCT

A copy of TCHC's Vendor Code of Conduct has been attached online for your reference and review. Upon award, if not previously signed, the Vendor Code of Conduct must be signed and returned by the successful Proponent prior to commencement of work and will form part of the final Agreement.

<https://tchcupload.torontohousing.ca/www/?a=d&i=Vt4eVVJ9NO>

APPENDIX E – CONTRACTOR PERFORMANCE EVALUATION

The purpose of the Contractor Performance Evaluation (CPE) Scorecard is to provide an evaluative record, both positive and negative, of the Contractor's performance on any given construction project that has been awarded to a contractor by the TCHC.

The CPE forms will be used by project managers to formally evaluate and document quality of work and contract compliance for specific project per TCHC requirements.

To evaluate the Contractor's project-specific performance, the following five evaluation criteria have been established:

- Safety – Compliance with laws and standards
- Quality - Compliance with Contract Standards and Specifications
- Organization – Work Plan and Management
- Execution – Work Performance
- Administration – Contractor Performance and Diligence

TCHC project managers in consultation with contract administrators and site supervisors shall establish the frequency of the evaluations. Evaluations will be conducted on a schedule established at the start of the project per the guideline below.

Duration of project	Evaluation
Up to 1 month	The option to conduct a final evaluation
1 month – 3 months	A final evaluation at the end of the project with the option to conduct an interim evaluation
3 months – 6 months	A final evaluation at the end of the project with the option to conduct one to two interim evaluations
6 months – 12 months	A final evaluation at the end of the project with the option to conduct one to three interim evaluations
Over 12 months	A final evaluation at the end of the project, one mandatory interim evaluation per year, with the option to conduct up to three interim evaluations per year

The Contractor is rated on each criterion with one of:

EX (Exceptional Performance)	Far exceeded expectations due to exceptionally high quality of performance and work in all areas of responsibility adding value to the project.
EE (Exceeds Expectations)	Consistently exceeded expectations in all essential areas of responsibility and overall quality of performance and work excellent.

ME (Meets Expectations)	Consistently met expectations in all essential areas of responsibility with few if any issues.
I (Improvement Needed)	Performance failed to meet expectations in one or more essential areas of responsibility. Usually required some additional staff time and resources.
U (Unsatisfactory)	Consistently below expectations in most essential areas of responsibility. Usually required much additional staff time and resources.

An average score of 3 characterizes the level of performance associated with a reasonably prudent, diligent and skilled Contractor. The following scores may require action, as indicated.

Score	Action
One Score - (Interim or Final) below 2.5	Cause for a warning letter to the Contractor indicating areas of improvement needed and risk of suspension if not corrected.
Two Scores - (Interim or Final) below 2.5 within a rolling 5-year window OR One Score - (Final) 2 or less within a rolling 5-year window	May initiate a report to TCH management recommending suspension of the Contractor for a period of up to three years.
Two Scores (Interim or Final) of (I) or (U) within a rolling 5- year window for criterion A.1. "Did the contractor comply with OHSA requirements?"	May initiate a report to TCH management recommending suspension of the Contractor for a period of up to three years.
One Score (Final) of (U) for criterion A.1. "Did the Contractor comply with OHSA requirements?"	May initiate a report to TCH management recommending suspension of the Contractor for a period of one year

If the Contractor disagrees with the evaluation, it is to follow the same dispute procedure as set out in the contract for claims.

A sample Contractor Performance Evaluation (CPE) Scorecard is shown below for reference.



Toronto Community Housing



Contractor Performance Evaluation
version 2.0(TCH) - 18-Sep-13

Final
 Interim # 0
DATE:

CONTRACTOR:							
PROJECT NAME:							
DESCRIPTION:							
CONTRACT No.:	START DATE:						
CONTRACT VALUE:	COMPLETION DATE:	U	I	ME	EE	EX	N/A
A. SAFETY - Compliance with Laws & Standards		sub-score				Weight 25%	
1 Did the contractor comply with OHS requirements?							
2 Did the contractor meet additional environmental, safety, policy and regulatory requirements of the contract?							
3 Did the contractor take adequate precautions with any hazardous materials and designated substances?							
B. QUALITY - Compliance with Contract Standards & Specifications		sub-score				Weight 25%	
1 Did the contractor comply with standards and specifications in the contract?							
2 Was the quality and workmanship in compliance with the contract documents?							
3 Did the contractor promptly & effectively correct defective work as the project progressed?							
C. ORGANIZATION - Work Plan and Management		sub-score				Weight 12.5%	
1 Did the contractor submit a satisfactory baseline schedule in compliance with the contract?							
2 Did the contractor commence the work on time?							
3 Did the contractor submit schedule updates in accordance with the contract?							
4 Did the contractor adequately staff and resource the project in compliance with the contract?							
5 Did the contractor provide adequate & competent site supervision?							
6 Did the contractor effectively coordinate and manage the work of its subcontractors?							
7 Did a person with decision-making authority represent the contractor at pay/progress meetings?							
8 Did the contractor submit timely, relevant requests for information (RFIs) as needed?							
9 Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?							
D. EXECUTION - Work Performance		sub-score				Weight 25%	
1 Did the contractor complete the project on time?							
2 Did the contractor follow the approved schedule and meet milestones?							
3 Did the contractor provide effective quality control?							
4 Did the contractor keep the site clean and free of trash and debris in compliance with the contract?							
5 Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?							
6 Did the contractor seek authorization to perform extra or additional work?							
7 Did the contractor adequately address disputes, damages and claims with third parties to TCH Management's knowledge?							
8 Was the quality and submission timelines of the following items acceptable?							
8.1 Look ahead schedules or work plans							
8.2 Accurate and complete record documents (as-builts)							
8.3 Complete operations and maintenance manuals and closeout documents							
8.4 Secure and/or closed applicable municipal permits							
8.5 Startup testing and commissioning reports							
8.6 Training plan and manuals							
E. ADMINISTRATION - Contractor Performance and Diligence		sub-score				Weight 12.5%	
1 Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?							
2 Did the contractor participate in resolving project problems and display initiative to implement solutions?							
3 Did the contractor demonstrate accountability for problems for which they were responsible?							
4 Did the contractor submit accurate, complete invoices in a timely manner?							
5 Did the contractor provide competitive change order pricing?							
6 Did the contractor accept responsibility for the full scope and extent of the contract?							
7 Did the contractor coordinate to minimize disruption to the public and Toronto Community Housing operations?							
Note: if the contractor disagrees with the evaluation, it is to follow the same dispute procedure as set out in the contract for claims.							Total Score (weighted)
	Name	Signature		Date			
Project Manager:							
Manager:							
Director: (required for Final only)							

DEFINITIONS

“**Addendum**” or “**Addenda**” means any document or documents issued by TCHC prior to the Submission Deadline that changes the terms of the RFP or contains additional information related to the RFP

“**Agreement**” means any written contract entered into by a Proponent and TCHC (or any purchase order issued by TCHC to a Proponent) in connection with the Deliverables, which will be deemed to include the terms and conditions of this RFP.

“**AODA**” means the *Accessibility for Ontarians with Disabilities Act, 2005*, as may be amended from time to time.

“**Conflict of Interest**” shall have the meaning given to it in Section 10 of Submission Form A.

“**Day**” means a business or working day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the industry relating to the RFP.

“**Deadline for Questions**” means the final deadline by which Proponents must ask any questions they may have regarding this RFP. The Deadline for Questions is specified in the RFP Timetable.

“**Deadline for Issuing Addenda**” means the deadline following which TCHC will issue addenda in connection with the RFP. The Deadline for Issuing Addenda is specified in the RFP Timetable.

“**Deliverables**” means all services and/or deliverables to be provided by the selected Proponent, as described in this RFP and in particular, Appendix A.

“**e-Procurement Portal**” means electronic portal used by TCHC to conduct the procurement process including the issuing of procurement tendering documentation, notices of intended procurements, and the receipt of Proposals from Proponents, the current e-Procurement Portal is indicated at Section 2.1.2 – Proposal Submission, of Part 2 – Proposal Submission. The e-Procurement Portal may be changed or updated by TCHC from time to time.

“**HST**” means Harmonized Sales Tax

“**Mandatory Requirements**” shall mean the requirements set out and described in section 2.2.1 which every Proponent must comply with in order to be considered by TCHC. Proposals which do not satisfy the Mandatory Requirements will be deemed to be non-compliant and will not be considered for further consideration in this RFP.

“**may**” and “**should**” used in this RFP denote permissive (not mandatory).

“**must**”, “**shall**”, and “**will**” used in this RFP denote mandatory (not permissive).

“**Proponent**” means a legal entity (whether an individual, corporation, partnership, or other legal entity) interested in delivering a Proposal to TCHC in response to the RFP with a view to entering into an Agreement with TCHC with respect to the Deliverables. If two or more legal entities wish to submit a Proposal jointly, one member of the couple or group must be identified as the Proponent

with whom TCHC may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

“Proposal” means the final submission package to be delivered by Proponents to TCHC in response to the RFP, consisting of all required Submission Forms and related documents as described in this RFP.

“Rated Criteria” means the Stage II requirements listed and described in section 2.2.2.

“Rectification Notice” means a written notice delivered by TCHC to a Proponent requesting that it clarify and/or rectify any aspect of its Proposal. Failure to rectify a Proposal according to the Rectification Notice within the Rectification Period will result in disqualification.

“Rectification Period” means the period during which a Proponent may rectify its Proposal. The Rectification Period shall run from the date and time that TCHC issues a Rectification Notice to that Proponent, until the date and time stipulated in the Rectification Notice. If no end date is specified in the Rectification Notice, then the Rectification Period shall be 3 Days.

“RFP” means this Request for Proposals package in its entirety, including any schedules, exhibits, appendices, and Addenda that may be issued by TCHC in connection therewith.

“RFP Timetable” means the table set out at page 5 of this RFP, which provides information on important dates, including the Submission Deadline.

“RFP Information” shall have the meaning given to it in section 3.1.3.

“Submission Deadline” means the final deadline for Proposal submissions, specified in the RFP Timetable.

“Submission Form” means a form, further described this RFP, which must be completed and submitted as part of every Proposal.

“TCHC” means Toronto Community Housing Corporation.

“TCHC Contact” means the person identified in the RFP Timetable who shall be the sole point of contact for TCHC for all matters relating to the RFP process.

[END OF RFP DOCUMENT]