



**Toronto
Community
Housing**

RFI 20264

**Request for Information
for
Construction Risk Advisory Services**

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RFI TIMETABLE

Name and Address of Requesting Entity	Toronto Community Housing Corporation 35 Carl Hall Road, Unit 1 North York, ON M3K 2E2
For the purposes of this RFI process, the “ TCHC Contact ” will be:	Adelyn Liao All inquiries are to be directed through the messaging function in the e-Procurement Portal
RFI Issue Date	Wednesday, April 21, 2021
RFI Number	20264
RFI Title	Construction Risk Advisory Services
Non-Disclosure Submission Deadline	Wednesday, April 28, 2021 @ 4:00 PM
Deadline for Questions	Wednesday, May 05, 2021 @ 4:00 PM
Deadline for Issuing Addenda	Wednesday, May 12, 2021 @ 4:00 PM
Submission Deadline	Monday, May 24, 2021 @ 2:00:00 PM

Respondents should submit their responses according to this RFI Timetable and instructions. The RFI Timetable is tentative only, and may be changed by TCHC at any time.

PART 1 – REQUEST FOR INFORMATION DETAILS

1.1. Introduction

This Request for Information (“RFI”) is issued by the Toronto Community Housing Corporation (“TCHC”) for the purposes of gathering information about the construction risk advisory marketplace in order to assist TCHC in the determination of its future purchasing options or requirements that will optimally address the risk exposures arising from TCHC’s construction projects. Respondents are asked to respond to TCHC and provide the information requested below.

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, townhouses and houses. With its active revitalization projects, TCHC is also the second largest developer in Canada. TCHC employs over 1,600 employees. It has three corporate main offices as well as staff working at specific TCHC buildings or in the field. For more information on TCHC, please visit www.torontohousing.ca.

1.2. Request for Information

TCHC is requesting industry feedback regarding the range of services and pricing models available in the construction risk advisory marketplace. This is not a bid solicitation. No agreement or contract will be entered into based on this RFI. The issuance of this RFI is not to be considered in any way a commitment by TCHC, nor as authority to potential Respondents to undertake any work that could be charged to TCHC. This RFI is not to be considered as a commitment to issue a subsequent solicitation or to award contract(s) for the work described herein.

Although the information collected may be provided as commercial-in-confidence (and, if identified as such, will be treated accordingly by TCHC), TCHC may use the information to assist in drafting performance specifications (which are subject to change) and for budgetary purposes.

Participation in this RFI is encouraged, but is not mandatory. There will be no short-listing of Respondents for the purposes of undertaking any future work as a result of this RFI. Similarly, participation in this RFI is not a condition or prerequisite for the participation in any potential subsequent solicitation. Respondents will not be reimbursed for any cost incurred by participating in this RFI.

The key objectives of the RFI are to:

1. Receive responses from the vendor community about how construction risk advisors assist clients and price services.
2. Help develop the intended procurement (e.g. an RFP) in the future.
3. Get a better understanding of the current and future trends of the construction risk advisory marketplace.

Due to the nature of this RFI, Respondents are required to complete and submit a signed Non-Disclosure Agreement (NDA) via TCHC e-procurement portal prior to accessing the specific RFI information.

1.3. Background

TCHC is actively involved in construction projects related to capital repairs and community revitalization to fulfill its mandate of delivering a positive tenant experience, quality homes, and vibrant communities. In doing so, TCHC partners with developers, contractors and sub-contractors, to transform aging infrastructure and communities. Although TCHC has an overall corporate risk management division, TCHC wishes to explore the consulting marketplace for *construction-specific* risk management.

With respect to construction spending, TCHC's 2021 budget will deliver \$350 million for building repairs and \$103 million for capital development (i.e. community revitalization). As TCHC supports increasing amounts of capital repairs and community revitalization, it now faces higher value construction projects, as well as an increasingly complex construction risk management and insurance landscape. As TCHC continues to pursue new construction projects in support of its capital repairs and community revitalization, it must ensure that its construction risk management practices and insurance coverage are appropriate to the size and complexity of its construction projects and reflect best industry practices.

[End of Part 1]

PART 2 – SUBMISSIONS

2.1 Submission Information

After submitting the signed NDA, Respondents are to:

- a. Review the information provided in Appendix A – Current Status and Outlook
- b. Complete Submission Form A – Respondent Acknowledgment
- c. Provide responses to questions in Submission Form B – Response Sheet

2.1.1 Submission of a Response

Responses shall be submitted online on TCHC's e-Procurement Portal, which is currently found at <https://torontohousing.bonfirehub.ca/>. (Respondents may contact the e-Procurement Portal directly at Support@GoBonfire.com or 1-800-354-8010 ext. 2, for questions about how to use the e-Procurement Portal. Respondents may also review the e-Procurement Portal help forum at <https://bonfirehub.zendesk.com/hc>.)

Each Respondent must:

- a. Register its company on the e-Procurement Portal. Responses will only be accepted through this portal.
- b. Download and carefully read all documents from the e-Procurement Portal.
- c. Complete all forms required to be completed.
- d. Save all forms required to be completed and related documents in the specified format (adding company name to the end of the file name). Example: *"RFI Requirements ABC Company Inc.pdf"*
- e. Upload all forms required to be completed and related documents to the e-Procurement Portal.

Respondents must include their response to the following documents as part of the final Response:

- a. Submission Form A – Respondent Acknowledgement
- b. Submission Form B – Response Sheet

2.1.2 Responses Must Be Submitted on Time

Submissions must be completed on the e-Procurement Portal on or before the Submission Deadline. Responses submitted after the Submission Deadline will be rejected without exception. TCHC strongly recommends Respondents give themselves sufficient time of at least one (1) hour before the Submission Deadline to begin the uploading process and to finalize their submission.

TCHC is not responsible for technical issues such as network or power failures, computer failure, internet browser failure, and mistakes / errors in filling the Responses that cause Respondents to submit Responses after the Submission Deadline as specified in the RFI. Responses received after the Submission Deadline will be deemed late and will not be considered even where a technical issue outside the Respondent's control caused the Response to be submitted late.

2.1.3 Amendment of Responses

Responses may be amended, but only on or before the Submission Deadline. Respondents wishing to amend their Responses may amend before the Submission Deadline directly on the e-Procurement Portal.

Respondents may not make amendments to their Responses after the Submission Deadline.

2.1.4 Withdrawing Responses

At any time throughout the RFI process, a Respondent may withdraw a submitted Response. To withdraw a Response, a notice of withdrawal must be signed by an authorized representative of the Respondent and sent to the TCHC Contact. TCHC is under no obligation to return withdrawn Responses.

[End of Part 2]

SUBMISSION FORM A – RESPONDENT ACKNOWLEDGEMENT

1. Respondent Information

Please fill out the following form, and name one person to be the contact for the RFI response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Indicate any other relevant business name under which the Respondent carries on business:	
Indicate if the Respondent is an individual, sole proprietorship, corporation, partnership, joint venture, incorporated consortium or a consortium that is a partnership or another legally recognized entity	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
HST Number:	
RFI Contact Person and Title:	
RFI Contact Office Phone:	
RFI Contact Cell Phone:	
RFI Contact E-mail:	

2. Procurement Process Non-Binding

Respondent must review the clauses below, must complete all indicated items and include in their submission, and must acknowledge their agreement to the terms of this RFI.

2.1 Request for Information Not a Formal Competitive Bidding Process

This RFI is issued for information-gathering purposes only and is not intended to be a formal legally binding “Contract A” bidding process. Without limiting the generality of the foregoing, this

RFI will not necessarily result in any subsequent negotiations, direct contract award, invitational tendering process or open tendering process and does not constitute a commitment by TCHC to procure any goods or services. Any pricing figures submitted by Respondents shall be for general information purposes and will not be binding on Respondents.

2.2 RFI Shall Not Limit TCHC's Pre-existing Rights

This RFI shall not limit any of TCHC's pre-existing rights. Without limiting the generality of the foregoing, TCHC expressly reserves the right, at its discretion, to:

- a. seek subsequent information or initiate discussions with any firm, including any firm that did not respond to this RFI;
- b. initiate direct negotiations for the procurement of any good or service with any firm or person, regardless of whether the firm or person responded to this RFI;
- c. contact a limited number of firms, persons or Respondents, which may be limited to those that responded to this RFI, or to those that did not respond to this RFI, for the purpose of a competitive procurement for any good or service;
- d. elect to proceed by way of open tender call where all potential Respondents, including those that did not respond to this RFI, are eligible to compete for the award of a contract for the supply of any good or service; and
- e. elect not to procure the good or service that is the subject of this RFI.

These expressly reserved rights are in addition to any and all other rights of TCHC that existed prior to the issuance of this RFI.

3. Pricing Information for General Information Purposes Only

Any pricing information provided by a Respondent is for general information purposes and is not intended to be binding on the Respondent. Any legally binding pricing or purchasing commitments will be established only where specified by the express terms of a subsequent tender call process or where established through the execution of a written agreement.

4. Information in RFI Only an Estimate

TCHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFI or issued by way of Addenda. Any quantities shown or data contained in this RFI, or provided by way of addenda, are estimates provided only as general background information.

5. Parties Shall Bear Their Own Costs

TCHC shall not be liable for any expenses incurred by a Respondent, including the expenses associated with the cost of preparing responses to this RFI. The parties shall bear their own costs associated with or incurred through this RFI process, including any costs arising out of, or incurred in, (a) the preparation and issuance of this RFI; (b) the preparation and making of a submission; or (c) any other activities related to this RFI process.

6. Accuracy of Responses

The Respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate. In responding to this RFI, any assumptions that Respondents have made should be clearly explained in the response.

7. Response to be Retained by TCHC

TCHC will not return the Response or any other documentation submitted by a Respondent.

8. Confidential Information of TCHC

All information provided by or obtained from TCHC in any form in connection with this RFI either before or after the issuance of this RFI is: (a) the sole property of TCHC and must be treated as confidential; (b) not to be used for any purpose other than replying to this RFI; (c) not to be disclosed without prior written authorization from TCHC; and (d) to be returned by Respondents to TCHC immediately upon the request of TCHC.

9. Confidential with Media Prohibited

A Respondent may not at any time directly or indirectly communicate with the media in relation to this RFI without first obtaining the written permission of TCHC.

10. Disclosure of Information

The Respondent consents to TCHC's collection of information as contemplated under the RFI for the uses contemplated under the RFI.

A Respondent must identify any confidential information in its Response or accompanying documentation. The confidentiality of such information will be maintained by TCHC, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that TCHC is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and may be required to disclose information pursuant to that Act. Furthermore, Respondents are advised that their Responses 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 Responses.

11. Governing Law

This RFI is to be governed by and construed in accordance with:

- a. the laws of the Province of Ontario;
- b. the federal laws of Canada applicable therein.

12. Conflict of Interest

For the purposes of this RFI, the term "Conflict of Interest" means, in relation to the RFI process, the Respondent:

- (a) 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 Response that is not available to other Respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFI process (including but not limited to the lobbying of decision makers

involved in the RFI process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFI process;

- (b) has a fiduciary, family, directorship, shareholder or any other non-arm's length relationship with any other company potentially bidding on this RFI; or
- (c) has engaged any former TCHC employee, as an employee, adviser, or in any other capacity, if the former TCHC employee (a) participated in the preparation of the Response; **AND** (b) ceased their employment with TCHC within twelve (12) months prior to the Submission Deadline.

12.1 Conflict of Interest Declaration

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

Conflict type as described above	Describe nature of conflict of interest

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

12.2 Conflict of Interest Declaration – TCHC Staff

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Response; **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 Response:	

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 Response:	

(Repeat above for each identified individual)

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

13. Document Checklist

Please ensure the documents listed below have been reviewed and/or completed (as indicated) and is enclosed.

DOCUMENT	Reviewed/Completed/ Attached
Non-Disclosure Agreement submitted by deadline	Y / N
Submission Form A – Respondent Acknowledgement (completed and attached)	Y / N
Submission Form B – Response Sheet (completed and attached)	Y / N
Appendix A – Current Status and Outlook (reviewed)	Y / N

The Respondent hereby agrees to the terms set out in this RFI.

Signature of Respondent Representative:
Name and Title:
Date of Signature:

I have authority to bind the Respondent.

SUBMISSION FORM B – RESPONSE SHEET

Submission Form B is a separate spreadsheet consisting of a series of questions that must be completed and submitted electronically on the e-Procurement Portal. All questions must be completed or marked N/A if not applicable.

Any assumptions that Respondents have made should be clearly explained in the Response.

Responses to the questions contained in Submission Form B will not serve as pre-qualification of Respondents for any subsequent RFP, however, responses from the industry will assist TCHC a subsequent procurement strategy. Responses will not be formally evaluated.

During the review of RFI responses, TCHC reserves the right to contact or consult with a Respondent in order to obtain clarification or additional information of its response. TCHC is in no way obligated to meet with any or all Respondents for this purpose.

Submission Form B is attached as a separate file. Please review and complete. Attach additional sheets if required.

[End of Submission Form B]

DEFINITIONS

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

“Conflict of Interest” has the meaning given to it in section 12.

“Deadline for Issuing Addenda” means the date and time by which TCHC will issue Addenda in connection with the RFI. The Deadline for Issuing Addenda is specified in the RFI Timetable.

“Deadline for Questions” means the date and time by which Proponents may ask questions regarding this RFI. The Deadline for Questions is specified in the RFI Timetable.

“e-Procurement Portal” means the 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 responses from Proponents. The current e-Procurement Portal is identified at section 2.1.1 – Submission of a Response. The e-Procurement Portal may be changed or updated by TCHC from time to time.

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

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

“Response” means the all the documents submitted by Proponents to TCHC in response to the RFI, consisting of all forms required to be completed and related documents as described in this RFI.

“Respondent” means the legal entity (whether an individual, corporation, partnership, or other legal entity) identified in Submission Form A – Respondent Acknowledgement that is submitting a Response to TCHC in response to the RFI.

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

“RFI Timetable” means the table set out on page 3 which provides important deadlines and information about this RFI.

“Submission Deadline” means the final date and time for submitting a Response, as specified in the RFI Timetable.

“TCHC” means Toronto Community Housing Corporation.

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