



**Toronto
Community
Housing**

RFP 19086
Request for Consultant Proposals
For
Design- Building Envelope Repairs, Windows, Doors, and
Cladding-2195 Jane St / 855 Roselawn / 2&5 Brahms Ave

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RFP TIMETABLE

RFP Number	19086
RFP Title	Design- Building Envelope Repairs, Windows, Doors, and Cladding-2195 Jane St/855 Roselawn/2&5 Brahms Ave

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

Issue Date of RFP	Monday, March 04, 2019
Information Session (Mandatory) <i>(If Mandatory, sign in required to verify attendance)</i>	10:30 AM
Information Session Location: <i>Note: Proponent must attend BOTH sessions in order to bid on more than one building</i>	March 8, 2019 – 10:30:00 AM in the main lobby of 855 Roselawn March 11, 2019 - 10:30:00 AM in the main lobby of 2 Brahms
Deadline for Questions	Thursday, March 14, 2019 @ 4:00 PM
Deadline for Issuing Addenda	Tuesday, March 19, 2019 @ 4:00 PM
Submission Deadline	Friday, March 29, 2019 @ 2:00:00 PM
Rectification Period	Three (3) Days unless otherwise noted in a Rectification Notice.

For the purposes of this procurement process, the “TCHC Contact” shall be:

TCHC Contact:	Joanne Bourne-James
E-mail:	TCHProcurement@torontohousing.ca AND Joanne.Bourne-James@torontohousing.ca
TCHC Address:	35 Carl Hall Road, Unit 1, Toronto, ON M3K 2B6

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 **Part 2 – Scope of Work** (the “Deliverables”).

TCHC is seeking a consultant for the provision of architectural services at 2195 Jane St, 855 Roselawn, and 2&5 Brahms Ave. A Proponent may bid on one or all projects. TCHC will be evaluating and awarding each project separately to the top-ranked submission. The award will be for all phases (design and construction) with exception of 5 Brahms in which TCHC will only be awarding up to Phase 5 - Tender Phase/Bid Review.

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

As part of the Ontario Government initiative of making the Ontario Tenders Portal (OTP) easier to use by suppliers, BravoSolution has removed the supplier paywall.

As such, suppliers are no longer required to pay a one-time or subscription fee to respond to tenders created on the OTP platform. Proposals shall be submitted online at:

BravoSolution (<https://ontariotenders.bravosolution.com>) before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted by the portal. Proponents must submit/upload one (1) electronic copy in PDF format, with ALL sections completed in full. To submit online, each Proponent must:

- a. Register its company with Ontario e-Tenders Portal <https://ontariotenders.bravosolution.com> as all online submissions will only be accepted through this portal.
- b. Download and carefully read all RFP documents.
- c. Complete the required information in the RFP documents and upload necessary documents.
- d. Save the RFP files (adding company name to the end of *the file name*)
Example: "RFP Requirements ABC Company Inc.doc"
- e. Upload the RFP documents to the Ontario e-Tenders Portal.

No later than 2:00:00 p.m. local time, Friday, March 29, 2019

2.1.3 Proposals Must Be Submitted on Time

Online submissions must be completed on Bravo on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected without exception.

In the case of electronic bid submissions, TCHC shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes / errors in filling the Proposals that cause Proponents to submit Proposals after the deadline as specified in the RFX. Proposals received after the deadline will be deemed late and will not be considered even where a technical issue outside the Proponent's control caused the Proposal to be submitted late.

2.1.4 Amendment of Proposals

Submissions may be amended, but only on or before the Submission Deadline. Proponents wishing to amend their Proposals may amend before the Submission Deadline directly on Bravo.

Proponents may not make amendments to their Proposals after the Submission Deadline.

2.1.5 Withdrawing Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. To effect 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 four (4) 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. Proponents are to provide their response to the Mandatory Submission Requirements of this RFP **in the Qualification section** (in BravoSolution OTP). Below are the required forms to be completed and submitted in this section. The Mandatory Requirements of the RFP process are as follows:

- Submission form A – Proponent Acknowledgements
- Submission form E – List of Sub-consultants
- Up to date Architect's Certificate of Practice from the Ontario Association of Architects

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.

2.2.2 Stage II: Rated Criteria

During Stage II, TCHC will score each qualified Proposal based on the specified Rated Criteria. Each Proponent will receive a score out of 100 points during this stage. See Submission Form F – Rated Criteria for descriptions of the criteria. Proponents who have met the specified minimum threshold as indicated on Submission Form F – Rated Criteria will proceed to Stage III. Proponents who have not met the specified minimum threshold will not be considered further.

Proponents are to provide their response to the Rated Criteria of this RFP **in the Technical section** (in BravoSolution OTP). **All Proponents, including those that have been pre-qualified by TCHC, must submit the Rated Criteria.**

2.2.3 Stage III: Pricing

During Stage III, TCHC will evaluate the pricing submitted by each Proponent who successfully passed Stage II. The Total Cost (Excluding HST) for the Deliverables as specified in Appendix B will be analysed and scored accordingly. Proponents are to provide their response to the Pricing requirement of this RFP **in the Commercial section** of the RFP posting in BravoSolution OTP or as otherwise directed in the RFP.

2.2.4 Stage IV: Final Ranking

During Stage IV, TCHC will finalize the scores for Stages II and III. Proponents will receive a weighted score with respect to the Rated Criteria. For purposes of the Final Ranking, TCHC will convert the scores received in Stage II from a score out of 100 to a score out of its weighted allotment and add it to the score for Stage III.

Proponents will receive a final score out of 100, which will be obtained as follows:

- **60 points** for Stage II - Rated Criteria (Submission Form F – Rated Criteria);
 - Rated Criteria score converted from a score out of 100 to a score out of 60 by multiplying by **.60 plus**:
- **40 points** for Stage III - Pricing (Submission Form C – Pricing Form)

The sum of these will determine each remaining Proponent's final ranking. The Proponent with the highest final ranking out of 100 shall prevail.

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 completed and signed Submission Form A – Proponent Acknowledgements.

2.3.3 Submission Form B – Not Applicable

2.3.4 Submission Form C – Pricing Form

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

- a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately; and
- b) rates 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.

2.3.5 Submission Form D – Not Applicable

2.3.6 Submission Form E – List of Sub-consultants

Each proponent must complete the list of all sub-consultants who will be used to execute portions of work for this project.

2.3.7 Submission Form F – Rated Criteria

Each Proponent must complete the Rated Criteria according to the instructions included in the form.

2.4 Rectification Period (not including section 2.3.4 and 2.3.7)

Proposals satisfying the Mandatory Requirements during the Rectification Period will proceed to Stage II. If any Stage I Mandatory Requirements are not satisfied, 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.

Please note the following submission forms **are rectifiable**:

- Submission Form A – Proponent Acknowledgments
- Submission Form E – List of Sub-consultants
- Submission of Certificate of Practice

Please note the following submission forms **are not rectifiable**:

- Submission Form C – Pricing Form
- Submission Form F – Rated Criteria

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) direct questions or seek additional information only to the TCHC Contact by email, on or before the Deadline for Questions. All questions submitted by Proponents by email to the TCHC Contact shall be deemed to be received once the email has appeared in the TCHC Contact’s email inbox. No questions are to be directed to anyone other than 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 in order 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 Successful Proponent

The successful 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 top-ranked 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 "Consultant Evaluation Form" (CEF) to ensure that the Deliverables as are performed in accordance with the contracted specifications and TCHC's policies. The results of the CEF 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 Professional Errors and Omissions Insurance

Proponents supplying professional or consulting services must provide proof of professional errors and omissions coverage with a limit of **\$2,000,000** inclusive, or greater if stipulated.

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 Staff Identification

Upon award of the contract, Proponent agrees that all Proponent agents, employees, sub-consultants 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).

4.4 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 4.4(b) shall apply to each subcontractor with all necessary changes. The Contractor shall include the provisions of section 4.4(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 4.4(b).

4.5 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.

Copies of the Collective Agreements will be made available upon request. Please submit the request to the TCHC Contact listed in the RFP Timetable.

[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 subconsultants 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, or anticipated litigation, 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 C - Pricing Form (completed)	
Submission Form E - List of Sub-consultants (attached)	
Submission Form F - Rated Criteria (attached)	
Certificate of Practice (attached)	
Appendix A – Agreement (reviewed)	
Appendix B – Deliverables (reviewed)	
Appendix D – Vendor Code of Conduct (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 – NOT APPLICABLE

Intentionally left blank

SUBMISSION FORM C – PRICING FORM

Each Proponent must review and complete Submission Form C – Pricing Form **electronically** on Ontario Tenders Portal (Bravo Solution) System.

Pricing Forms must be fully completed or Proponents will be disqualified. No changes to the Pricing Form are permitted at any time after the Submission Deadline including during the Rectification Period. For certainty, if Submission Form C is missing from a submitted Proposal or is completely blank, 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.

Pricing must be in Canadian dollars excluding HST, but must include any and all additional costs and expenses, including but not limited to licenses, travel and sundry disbursements.

Note, all disbursements with exception of Permit related fees are to be included in the submitted pricing

Total Weight – 40 Points

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated for the pricing submission for the Deliverables as set out in Appendix B.

For example, if a Proponent bids \$120.00 and that is the lowest bid price submitted, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 would receive 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 would receive 50% of the possible points for that category ($120/240 = 50\%$).

$$\frac{\text{Lowest rate}}{\text{Lowest rate}} \times \text{Total available points} = \text{Score for Proposal with lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Second lowest rate}} \times \text{Total available points} = \text{Score for Proposal with second-lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Third lowest rate}} \times \text{Total available points} = \text{Score for Proposal with third-lowest rate}$$

SUBMISSION FORM D – NOT APPLICABLE

Intentionally left blank

SUBMISSION FORM E – LIST OF SUBCONSULTANTS

Complete this schedule providing all information requested on the schedule. If no sub-consultants 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 sub-consultants at any time during the Agreement.** Note that TCHC reserves the right to reject any named sub-consultant at its sole discretion.

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

Sub-consultant 1.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Sub-consultant:

Qualifications and experience of this Sub-consultant:

Sub-consultants must declare if any litigation (past and present) 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.

Sub-consultant 2.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Sub-consultant:

Qualifications and experience of this Sub-consultant:

Sub-consultants must declare any litigation (past or present) 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.

Sub-consultant 3.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Sub-consultant:

Qualifications and experience of this Sub-consultant:

Sub-consultants must declare any litigation (past or present) 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.

Sub-consultant 4.

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Sub-consultant:

Qualifications and experience of this Sub-consultant:

Sub-consultants must declare any litigation (past or present) 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 SUBCONSULTANTS;

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

SUBMISSION FORM F – RATED CRITERIA

Proponents shall provide information required in this Submission Form as part of Stage II Rated Criteria. During this stage, TCHC will evaluate the Rated Criteria to determine each Proponent's score. 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.

Please see below for an outline of the Rated Criteria components.

ITEM NO.	RATED CRITERIA	Weighting (Points)	Minimum Threshold
1	Experience and Qualifications	50 points	
2	Proposed Key Personnel	20 points	
3	Procedures	30 points	
	TOTAL	100 points	70 points

Proponent must meet the 70% minimum threshold out of 100 to proceed to Stage III of the evaluation process. Proponents who do not score the minimum thresholds will not be considered further.

It is required that Proponents use Submission Form F – Rated Criteria, and no other format when completing the Rated Criteria submissions. Please complete Submission Form F – Rated Criteria as per the instructions contained therein. TCHC reserves the right to decline to evaluate any information for Stage II Evaluation of Rated Criteria which is not contained within this form.

Proponent must provide response to the Rated Criteria in the corresponding section of Submission Form F. Proponent submissions and responses must be clearly separated according to the defined heading, item number, and/or question numbering. Failure to provide required information, attachments, or responses in the corresponding section or specific question of the Rated Criteria may result in receiving zero points for that criteria, at the discretion of TCHC.

Please refer to the attached file Submission Form F – Rated Criteria for details

APPENDIX A – AGREEMENT

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

Please see the attached files.

- OAA 600 and Supplementary Conditions

APPENDIX B – DELIVERABLES

A. Description of Deliverables

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

Description of Deliverables required	Architectural Design Services
Locations/Address(es) for delivery of Deliverables required	2195 Jane St 855 Roselawn 2&5 Brahms Ave.
Deliverables Start Date	Tuesday, April 30, 2019
Deliverables End Date	Friday, August 30, 2019

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.

Please see the attached file(s) included in Appendix B listed as follows:

- Appendix B – Scope of Work R2

APPENDIX C – BUILD STANDARDS – NEW AND EXISTING BUILDS

Toronto Community building standards have been attached for your reference to be reviewed in conjunction with the Deliverables

Please see the attached files.

- Appendix C – Access Build Stds 2017 Clean

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.

APPENDIX E – CONSULTANT EVALUATION FORM

As set out in section 3.8 of this RFP, the services to be provided by the Proponent will be subject to periodic review under TCHC’s Vendor Management Performance Program using the Consultant Evaluation form.

The purpose of the Consultant Evaluation Form (CEF) is to provide an evaluative record, both positive and negative, of the Consultant’s performance on any given project that has been awarded to a consultant by TCHC.

The CEF 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 Consultant’s project-specific performance, the following five evaluation criteria have been established:

- General Service Delivery
- Design Services
- Bidding
- Construction Administration
- Closeout

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 consultant is rated on each criterion with one of:

Score of 5 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.
--	---

Score of 4 EE (Exceeds Expectations)	Consistently exceeded expectations in all essential areas of responsibility and overall quality of performance and work excellent.
Score of 3 ME (Meets Expectations)	Consistently met expectations in all essential areas of responsibility with few if any issues.
Score of 2 I (Improvement Needed)	Performance failed to meet expectations in one or more essential areas of responsibility. Usually required some additional staff time and resources.
Score of 1 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 consultant. 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 Consultant 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 Consultant for a period of up to three years.

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

A sample Consultant Evaluation Form (CEF) is shown below for reference.

CONSULTANT EVALUATION FORM		** for Design, Construction and Closeout				
INSTRUCTIONS: Using the scoring key provided below, evaluate each of the statements below. If certain questions are not applicable to the project then they should be scored as N/A. However, each section can not have all questions marked N/A.						
Consultant Name:						
RFX #:	5 EXCELLENT (Exceptional Performance)					
CMS#:	4 GOOD (Exceeds Expectations)					
Location/ Address:	3 AVERAGE (Meets Expectations)					
Start Date:	2 POOR (Improvement needed)					
Completion Date:	1 UNSATISFACTORY					
	1 2 3 4 5 N/A					
A. General Service Delivery		Sub-Score	100%	Weighting	18%	Comments
1	The Consultant provides the services noted in the agreed scope in accordance with the RFQ.					
2	The Consultant adheres to established timelines for provision of deliverables in each phase of the design process as per directed in the RFQ.					
3	The Consultant assisted in the budgeting process providing Construction estimates as required at Schematic Design and Design Development.					
B. Design Services		Sub-Score	100%	Weighting	23%	Comments
1	The Consultant performed a thorough review / survey of the site prior to commencing the design and effectively addressed site conditions in the design.					
2	The Consultant provides design documents that are coordinated and require minimal review from TCH.					
3	The Consultant responds promptly (within 24hours) to TCH inquiries.					
4	The Consultant was well informed with respect to the requirement of local building codes and authorities having jurisdiction and addressed these items effectively in the design.					
5	The Consultant's design was complete and minimized the incidence of change orders, and ambiguity with respect to the desired outcome of the design documents.					
6	Did Consultant submit change orders / request for extras in a timely manner, within 48 hours of TCH request.					
C. Bidding		Sub-Score	100%	Weighting	13.0%	Comments
1	The Consultant prepared bidding documents in accordance with instructions from the owner.					
2	The Consultant drafted and issued Addenda in a timely manner and accurately addressed the required scope.					
3	The Consultant provided timely and accurate reviews of tender results and provided recommendations accordingly.					
D. Construction Administration		Sub-Score	100%	Weighting	37.00%	Comments
1	The Consultant conducted timely reviews of the site during construction and provided reports that accurately reflected conditions at site and progress of the work.					
2	The Consultant provided effective advice concerning removal, replacement or addition of scope during Construction and finished services as required in connection with such changes.					
3	The Consultant was available for consultation with the Project Team in relation to the resolution of issues at site.					
4	The Consultant worked collaboratively with the Project Team to provide effective solutions for issues discovered at site within 48 hours of request from TCH or Contractor.					
5	The Consultant issued site instructions, supplementary instructions, contemplated change notices and responded to RFIs in a timely manner, so as not to impact project schedule.					
6	The Consultant provided effective services in evaluating claims and pricing for change notices.					
7	The Consultant participated effectively in the monthly payment review process and was able to accurately assess the progress of the work in the field and address the requested payment accordingly.					
8	Consultant provided accurate and complete review of progress billing after receipt of application for payment from Contractor.					
9	The Consultant prepared deficiency lists and followed up to ensure the effective resolution of all identified deficiencies.					
E. Closeout - Not all jobs need to have a comprehensive close out		Sub-Score	100%	Weighting	9.0%	Comments
1	The Consultant reviewed the Contractor's application for Substantial Performance and issued documentation related to Substantial Performance in accordance with the requirements of the law set in the jurisdiction of the Project.					
2	Consultant provided As-Builts and reviewed Close-Out documents submitted by Contractor prior to Total Completion site review.					
Note: If the Consultant disagrees with the evaluation, it is to follow the same dispute procedure as set out in the contract for claims.		100.00%	Total Score (weighted)			
Name		Signature		Date		 Version 3.0 (TCHC) - JANUARY 2018
Project Manager:						
Manager:						
Consultant:						

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 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.

“**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 sub-consultants 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 3 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]