

**January 21, 2019**

Toronto Community Housing (“TCHC”) invites submissions for:

**Request for Prequalification RFPQ 19011  
Envelope Rehabilitation, Recladding and Window Replacement Work for Various TCHC Locations**

Attached, please find a copy of the above-mentioned RFPQ.

Proposals must be submitted on-line at the [www.ontariotenders.bravosolution.com](http://www.ontariotenders.bravosolution.com) portal before the Submission Deadline. (Note: paper submissions will not be accepted by TCHC). Proposals submitted after the Submission Deadline will not be accepted by the portal.

Proponents should submit one (1) electronic copy in the prescribed format, with **ALL** sections completed in full.

Any inquiries related to the specifications of the RFPQ should be directed via email to the TCHC Contact Amanda Abbott at [Amanda.Abbott@torontohousing.ca](mailto:Amanda.Abbott@torontohousing.ca) with a copy to [TCHProcurement@torontohousing.ca](mailto:TCHProcurement@torontohousing.ca)

Questions and request for clarifications from Proponents will be received until **February 11, 2019**. Responses to received questions will be posted as an Addendum to the RFPQ.

Please ensure that all bids are submitted **no later than 2:00:00 PM. local time February 28, 2019**.

TCHC will not be responsible for late online submissions. It is the sole responsibility of the Proponent to ensure the bid submission is uploaded, checked, and submitted to Bravo’s website before the prescribed Submission Deadline. Proposals received after the Submission 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.

Sincerely,

**Joanne  
Bourne-  
James**

Digitally signed by  
Joanne Bourne-  
James  
Date: 2019.01.21  
15:45:15 -05'00'

Joanne Bourne-James  
Sourcing Manager, Strategic Procurement  
Toronto Community Housing

SP/ccdTo view current or previous Toronto Community Housing business opportunities, tender/quotations/proposals, please visit our website - <https://www.torontohousing.ca/doing-business>



**Toronto  
Community  
Housing**

**RFPQ**

**19011**

**Request for Prequalification**

**For**

**Envelope Rehabilitation, Recladding and Window Replacement  
Work for Various TCHC Locations**

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## DEFINITIONS

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

“**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 RFPQ.

“**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 RFPQ.

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

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

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

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

“**must**”, “**shall**”, and “**will**” used in this RFPQ 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 RFPQ 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 RFPQ, consisting of all required Submission Forms and related documents as described in this RFPQ.

**“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.

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

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

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

**“Sample Project”** shall have the meaning as set out in Appendix B, Section 4

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

**“Submission Form”** means a form, further described this RFPQ, 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 RFPQ Timetable who shall be the sole point of contact for TCHC for all matters relating to the RFPQ process.

## RFPQ TIMETABLE

RFPQ Number	19011
RFPQ Title	Envelope Rehabilitation, Recladding and Window Replacement Work for Various TCHC Locations

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

Issue Date of RFPQ	Monday, January 21, 2019
<b>Information Session</b> (Mandatory) <i>(If Mandatory, sign in required to verify attendance)</i>	Friday, January 25, 2019 @ 1:00 PM 35 Carl Hall Road, Meeting Rm 3A and 3B
<b>Site Visit</b> (Mandatory to bid on 14 Rayoak Drive Toronto) <i>(If Mandatory, sign in required to verify attendance)</i>	Monday January 28, 2019 @ 10:00 AM 14 Rayoak Drive – Ground Floor Lobby
Deadline for Questions	Monday, February 11, 2019 @ 4:00 PM
Deadline for Issuing Addenda	Tuesday, February 19, 2019 @ 4:00 PM
<b>Submission Deadline</b>	Thursday, February 28, 2019 @ <b>2:00:00 PM</b>
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:	Amanda Abbott
E-mail:	<a href="mailto:TCHProcurement@torontohousing.ca">TCHProcurement@torontohousing.ca</a> AND <a href="mailto:Amanda.Abbott@torontohousing.ca">Amanda.Abbott@torontohousing.ca</a>
TCHC Address:	<b>35 Carl Hall Road, Unit 1, Toronto, ON M3K 2B6</b>

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

# PART 1 – INTRODUCTION

## 1.1 Invitation to Proponents

### 1.1.1 Invitation and Award Overview

This Request for Prequalification (“RFPQ”) 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”).

This Request for Prequalification (RFPQ) seeks to pre-qualify Prime Contractors capable of providing complete and professional construction services as required to deliver high quality envelope rehabilitation, recladding and window replacement work.

The prequalification process will include an assessment of previous performance in a number of areas, including, but not limited to, similar work, scheduling, project management, workmanship, final completion, correction of deficiencies and Health and Safety, as well as financial bonding capabilities.

TCHC will use this RFPQ as a method to develop and maintain a list of Proponents who meet the minimum standards to be considered for the subsequent envelope rehabilitation, recladding and window replacement projects listed in Appendix B. Requests for Quotes (“RFQ”) will be requested from the list of prequalified Proponents for the various envelope rehabilitation, recladding and window replacement projects, which TCHC anticipates will be throughout 2019-2021 as funding is approved.

### **Proponents have two options in responding to the RFPQ.**

Proponents may:

1. Choose to be considered only for the prequalified Proponent list for the projects listed in Appendix B **and not** submit a bid for the envelope project at 14 Rayoak Drive Toronto; or
2. Choose to be considered for prequalification for the prequalified Proponent list for all projects listed in Appendix B of the RFPQ **and** bid on the envelope project at 14 Rayoak Toronto

**Option 1:** Proponents who only wish to be considered for prequalification for the projects listed in Appendix B (excluding 14 Rayoak Drive, Toronto) shall only submit mandatory requirements documentation (Stage I) rated criteria (Stage II).

**Option 2:** Proponents bidding on the envelope project at 14 Rayoak Drive, Toronto must submit the required mandatory requirements documentation (Stage I), rated criteria (Stage II) outlined in Submission Form F, and proposed pricing for the project (Stage III) outlined in Submission Form C.

Only those Proponents who have been prequalified will be considered for award of the envelope project at 14 Rayoak Drive, Toronto

TCHC will award project(s) to the Proponent(s) who have submitted the lowest bid(s), however any award is subject to the pre-condition that Proponent(s) first demonstrate that

they have the capacity to complete the project(s). Capacity to complete a project must be demonstrated to TCHC within 5 business days of being notified that it has submitted the lowest responsive bid(s) by:

- A) Dedicated Personnel:** for each project, a Proponent must list the names of dedicated personnel with equal or better, credentials, qualifications and experience as the personnel that the Proponent has submitted as part of Submission Form F – Section 1. **Such Personnel must be separate and distinct from any personnel working on any other projects for TCHC, for the duration of the project(s).**
- B) Past Capacity:** the cumulative total monetary value of the project(s) that the Proponent has submitted the low bid for as part of RFPQ 19011 must not exceed 125% of the average 'Annual value of construction work' indicated for the years 2014 through 2018 (inclusive) that the Proponent has submitted at Submission Form F – Rated Criteria, Section 4 – Company Information and Capacity. For example, if a Proponent shows average annual value of construction work of \$12M per Submission Form F, the maximum total monetary value of awarded work under this RFPQ for which the Proponent has submitted the lowest bid shall not exceed \$15M (\$12M x 1.25).
- C) TCHC Project Delivery Schedule:** the Proponent shall provide an overall TCHC project delivery and staffing schedule for the years 2019 through 2021 (inclusive) for any project(s) awarded by TCHC as well as the project(s) that the Proponent has submitted the low bid for as part of RFPQ 19011.
- D) Bonding Prequalification Letter:** submit a prequalification letter from the Proponent's surety company demonstrating bonding capacity for, at minimum, the cumulative total monetary value of the project(s) for which the Proponent has submitted the low bid as part of RFPQ 19011. The letter from the surety company shall include the following information: how long the surety company has been providing bonding to the Proponent, confirmation that the surety company is licensed to issue surety bonds in Canada, and the single and aggregate bond limits that the surety company will support the Proponent.

If a Proponent thus successfully demonstrates its capacity for a project, TCHC will enter into negotiations with that Proponent with the goal of concluding a contract for the project to that Proponent.

If for any reason a Proponent is unable to demonstrate capacity according to the foregoing, for the purposes of this RFPQ, that Proponent will be deemed not to have the capacity for the project(s) in question and therefore ineligible for award. Whereupon, TCHC will proceed to the next-lowest bid for such project(s), and conduct the same process just mentioned with regard to demonstration of capacity and entry into contractual negotiations.

Please note, that the foregoing is further subject to the caveat that TCHC will award projects in a manner that it most financially advantageous to TCHC. This is to say that TCHC will consider all the bids, and the capacity of each potentially winning bidder, to determine the overall allocation of awarded projects that will result in the lowest overall financial commitment by TCHC.



### **1.1.2 TCHC Background**

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](http://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 RFPQ. 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 RFPQ 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 RFPQ 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 RFPQ documents.
- c. Complete the required information in the RFPQ documents and upload necessary documents.
- d. Save the RFPQ files (adding company name to the end of *the file name*)  
*Example: "RFPQ Requirements ABC Company Inc.doc"*
- e. Upload the RFPQ documents to the Ontario e-Tenders Portal.

**No later than 2:00:00 p.m. local time, Thursday, February 28, 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 RFPQ 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 2 (prequalification only) or 3 (prequalification plus 14 Rayoak Drive, Toronto) 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 RFPQ process are as follows:

- Submission Form A – Proponent Acknowledgements
- Submission Form B – CCDC 11-2016 Contractor's Qualification Statement
- Submission Form D – Agreement to Bond (*Only for Option 2 – 14 Rayoak Drive, Toronto*)
- Submission Form E – List of Subcontractors (*Only for Option 2 Only – 14 Rayoak Drive, Toronto*)
- Submission Form G – Specified Products and Methods (*Only for Option 2 Only – 14 Rayoak Drive, Toronto*)
- WSIR - Submit a Workplace Injury Summary Report WISR covering the last 5 (five) years including the current year to date (YTD).

**Note – if the WSIR indicates Fatal Diseases and/or Fatal Traumatics, the Proponent will fail the mandatory requirements and will not be considered/evaluated as part of the RFPQ.**

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. 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. See Submission Form F – Rated Criteria for descriptions and details of the criteria. **All Proponents, including those that have been pre-qualified by TCHC, must submit the Rated Criteria.**

### 2.2.3 Stage III: Pricing (*For Option 2 – 14 Rayoak Drive, Toronto*)

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 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 Quotation 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 Form (*Only for Option 2 - 14 Rayoak Drive, Toronto*)**

Each Proponent must include a Submission Form C - Pricing Form, if bidding on 14 Rayoak Toronto, 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 – Agreement to Bond (*Only for Option 2 - 14 Rayoak Drive, Toronto*)**

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

### **2.3.6 Submission Form E – List of Subcontractors (*Only for Option 2 - 14 Rayoak Drive, Toronto*)**

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 – Rated Criteria**

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

### **2.3.8 Submission Form G – Specified Products and Methods (*Only for Option 2 - 14 Rayoak Drive, Toronto*)**

Each Proponent must identify the manufactures the will be used for the specified products listed on 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 RFPQ 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 RFPQ PROCESS**

## **3.1 General Information and Instructions**

### **3.1.1 Proponents to Follow Instructions**

Proponents shall structure their Proposals as instructed in this RFPQ. Where information is requested in the RFPQ, any response made in a Proposal should refer to the section number(s) of the RFPQ 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 RFPQ process (collectively, “**RFPQ 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 RFPQ 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 RFPQ**

### **3.2.1 Proponents to Review RFPQ**

Each Proponent shall perform its own due diligence in preparing its Proposal and shall not be entitled to rely on any RFPQ Information. Each Proponent represents and warrants that it has carefully examined this RFPQ 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 RFPQ 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 RFPQ. 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 RFPQ process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

The RFPQ 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 RFPQ, such information will be communicated to all Proponents by Addenda. All Addenda will form an integral part of the RFPQ.

Addenda may contain important information, including significant changes to the RFPQ. 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 RFPQ. 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 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.

### **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 RFPQ 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 RFPQ 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 RFPQ 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 RFPQ 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 RFPQ 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 RFPQ or any Agreement awarded pursuant to the RFPQ without first obtaining the written permission of the TCHC Contact.

### **3.4.4 No Lobbying**

A Proponent may not in relation to the RFPQ 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 RFPQ 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 RFPQ. 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 RFPQ 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 RFPQ either before or after the issuance of the RFPQ:

- (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 RFPQ 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 RFPQ, 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 RFPQ 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 RFPQ.

### **3.6.2 No Contract until Execution of Written Agreement**

The RFPQ 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 RFPQ 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 RFPQ 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 RFPQ 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) 14 Rayoak\_DSS Report

Note - Refer to Appendix C – Specification, Drawings and Reports for copy of the specified report

#### **4.6 Notification of Site Conditions or Other Hazards**

The following hazards may occur on site:

- a) 14 Rayoak\_Hazardous Materials Abatement Specifications

Note - Refer to Appendix C – Specification, Drawings and Reports for copy of the specified report

#### **4.7 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 4.7(b) shall apply to each subcontractor with all necessary changes. The Contractor shall include the provisions of section 5.8 (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 5.8(b).

#### **4.8 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.
- d) Proponents shall submit to TCHC an Asbestos Abatement Certificate, stamped receipt and all other relevant documentation within fifteen (15) business days of project completion.

#### **4.9 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 RFPQ.

Copies of the Collective Agreements will be made available upon request. Please submit the request to the TCHC Contact listed in the RFPQ 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 RFPQ 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:	
RFPQ Contact Person and Title:	
RFPQ Contact Office Phone:	
RFPQ Contact Cell Phone:	
RFPQ Contact Facsimile:	
RFPQ 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 RFPQ process will be governed by the terms and conditions of the RFPQ, 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 RFPQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFPQ. The Proponent represents and warrants its ability to provide the Deliverables required under the RFPQ in accordance with the requirements of the RFPQ 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 RFPQ 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](http://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 RFPQ.

## **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 RFPQ, the term "Conflict of Interest" means

- (a) in relation to the RFPQ 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 RFPQ process (including but not limited to the lobbying of decision makers involved in the RFPQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFPQ 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 RFPQ.
- (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 RFPQ.

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 B – CCDC 11 –Contractor’s Qualification Statement (attached)	
Submission Form C - Pricing Form ( <i>attached if bidding on 14 Rayoak Drive Toronto [Option 2], otherwise indicate N/A or leave blank</i> )	
Submission Form D - Agreement to Bond ( <i>attached if bidding on 14 Rayoak Drive Toronto [Option 2], otherwise indicate N/A or leave blank</i> )	
Submission Form E - List of Subcontractors ( <i>attached if bidding on 14 Rayoak Drive Toronto [Option 2], otherwise indicate N/A or leave blank</i> )	
Submission Form F - Rated Criteria (attached)	
Submission Form G – Specified Products and Methods Bond ( <i>attached if bidding on 14 Rayoak Drive Toronto [Option 2], otherwise indicate N/A or leave blank</i> )	
WSIR - Submit a Workplace Injury Summary Report WISR covering the last 5 (five) years including the current year to date (YTD).	
Appendix A – Agreement (reviewed)	
Appendix B – Scope of Work (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 – CCDC 11 – CONTRACTOR`S QUALIFICATION STATEMENT**

Proponents shall provide information required in this submission form as part of the RFPQ submission.

The CCDC 11 – 2016 form is attached to this RFPQ. It is mandatory that this form is completed and submitted.

Appendix A, B and/or C of CCDC 11-2016 will be rated in accordance to the instructions in Submission Form F – Rated Criteria.

## **SUBMISSION FORM C – PRICING FORM**

**Only for Option #2 – 14 Rayoak Drive, Toronto**

Each Proponent must fully complete Submission Form C - Pricing Form, which is **attached as a separate file**. Please refer to the attached file –Submission C - Pricing Form.

The electronic copy of Submission Form C must be submitted in **EXCEL (.xls or .xlsx) format**.

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.

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, 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.

# SUBMISSION FORM D – AGREEMENT TO BOND

Only for Option #2 – 14 Rayoak Drive, Toronto

## 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.

TCHC may elect to obtain a 100% performance bond at its own cost. If requested, TCHC will cover the incremental cost between obtaining 100% Performance Bond vs. 50% Performance Bond.

- **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

<b>To:</b>	Toronto Community Housing Corporation	("TCHC")
<b>and to:</b>		<b>(the "Contractor")</b>

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:

<b>RFPQ #</b>	19011, 14 Rayoak Drive Toronto
<b>Name of Bidder</b>	

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)

# SUBMISSION FORM E – LIST OF SUBCONTRACTORS

Only for Option #2 – 14 Rayoak Drive, Toronto

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.**

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**Subcontractor 1.**

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

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Qualifications and experience of this Subcontractor:

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**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.

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**Subcontractor 2.**

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Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

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Qualifications and experience of this Subcontractor:

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**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.

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**Subcontractor 3.**

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Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

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Qualifications and experience of this Subcontractor:

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**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:

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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**

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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 – 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 based on the following criteria. Below is an overview of the categories and weightings for the Rated Criteria of this RFPQ. 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	Qualifications	16 points	
2	Relevant Project Experience	60 points	
3	Scheduling	20 points	
4	Company Information and Capacity	4 points	
	<b>TOTAL</b>	<b>100 points</b>	70 points overall minimum

**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, sequencing, 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 for the Submission Form F - Rated Criteria**

# SUBMISSION FORM G – SPECIFIED PRODUCTS AND METHODS

Only for Option #2 – 14 Rayoak Drive, Toronto

Please identify the manufacturer that will be used **ONLY** for the products noted below:

## **Specified Products and Methods:**

PRODUCTS	MANUFACTURER
Roofing System	
High Density Fibre cement – cladding and soffit panels	
Aluminum Windows	
Aluminum Entrance/Storefront	
Aluminum Balcony Guards	
Aluminum Ceiling	
Bollards	

## APPENDIX A – AGREEMENT

TCHC's standard CCDC 2 and Supplementary Conditions are in draft form and will form the basis of negotiation but may be amended to the particulars of the RFPQ 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 2 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 (CCDC2) and Supplementary Conditions



# APPENDIX B – SCOPE OF WORK

## A. Description of Deliverables

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

Description of Deliverables required	<b>Envelope Rehabilitation, Recladding and Window Replacement Work for Various TCHC Locations</b>
Locations/Address(es) for delivery of Deliverables required	<b>Refer to Section 2 of this Appendix</b>
Deliverables Start Date	<b>Upon PO issuance of subsequent competitive bidding process.</b>
Deliverables End Date	<b>Varies (10-18 months of construction activity)</b>

## 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.

### 1. PROJECT BACKGROUND

On August 24, 2017, supporting the implementation of the province's Climate Change Action Plan, the Ministry of Housing (MHO) announced the Social Housing Apartment Improvement Program (SHAIP) for eligible high-rise apartment buildings across Ontario. The program funding is based on carbon market proceeds and will support retrofits for social housing apartment buildings.

The majority of Ontario's high-rise apartment buildings were developed in the 1960s and 1970s – when little attention was paid to energy-efficient design. Many of these buildings, including those in the TCHC portfolio, are now at a period of their life-cycles where major building systems must be replaced. Investing in energy efficiency upgrades in high-rise apartment buildings will help reduce greenhouse gas (GHG) emissions, improve the quality and sustainability of social housing stock in Ontario and enhance the quality-of-life of tenant households.

As a participant in this program, Toronto Community Housing Corporation (TCHC) is slated to receive the necessary funding in order to undertake significant energy and building system retrofit work at a number of its existing high-rise buildings.

As such, this RFPQ is for qualified contracting and construction teams to execute envelope rehabilitation, recladding and window replacement work at three (3) high-rise buildings receiving funding through the Social Housing Apartment Improvement Program (SHAIP).

The remaining five (5) buildings outlined within this RFPQ will receive holistic renewals as part of TCHC's capital repair budget.

## 2. SCOPE OF WORK

This RFPQ seeks to pre-qualify construction teams capable of providing complete and professional construction services as required to deliver high quality envelope rehabilitation, recladding and window replacement work.

To this end, successful Proponents will be required to demonstrate the necessary construction and management experience. The scope of work shall be for all aspects of project construction including, but not limited to, all construction products, labour, equipment and materials, all scheduling, coordination, and the provision of all as-built drawings and maintenance and operation manuals. Successful Proponents will enter into a CCDC 2 – Stipulated Price Contract with TCHC.

Prequalified teams will be given opportunities to deliver projects at the following TCHC buildings:

Development	Address	No. of Units	Year Built	Facility Sq. Ft.	Floors Above Grade	No. of Elevators	OBC Classification Major
Jane-Firgrove	5 Needle Firway* (High-Rise)	137	1971	164,688	12	2	C
	2-14,22-36 Needle Firway (Townhouses)	15	1971	14,962	2	N/A	C
Cedarbrae Manor	65 Greencrest Circuit*	400	1977	235,236	13	2	C
Ellesmere/Markham	2180 Ellesmere Rd.*	180	1969	160,200	16	3	C
Alexandra Park Apartments	91 Augusta Ave.	257	1968	134,518	14	2	C
Capri Road	7 Capri Rd.	257	1973	270,978	20	3	C
Parkwoods Rayoak	51 Parkwoods Village Dr.	81	1962	85,166	7	2	C
Parkwoods Rayoak	14 Rayoak Dr.	63	1962	81,464	8	2	C
Adanac Apartments	140 Adanac Dr.	306	1970	159,096	16	2	C

An asterisk (\*) denotes properties which are currently receiving funding through the Social Housing Apartment Improvement Program (SHAIP).

**The planned work for these projects include some, or all, of the following measures:**

- Structural rehabilitation to existing building envelopes including masonry and mortar repair, installation of structural elements including shelf angles, masonry ties and

stabilization measures.

- Preparation of existing envelopes to receive over cladding including the removal of existing stucco and wall finishes, installation of new air/vapour barrier materials and structural girt systems.
- Installation of new insulation and over cladding systems to the exterior of the existing buildings. New cladding may include rainscreen EIFS and/or panel systems.
- Removal of existing windows and replacement with new thermally broken aluminum window systems, flashing, sills and associated tie-ins.
- Removal of existing roofing and replacement with new roofing systems, increased insulation, flashing and tie-ins.
- Balcony slab repairs, removal of existing balcony guard rails and installation of new balcony guard rails.

It is important to note that all work will be taking place in fully occupied high-rise buildings. The need, therefore, for the intelligent sequencing of work, minimization of disruptions and deployment of effective tenant engagement is critical to the success of the project.

### **3. TIMELINES**

For the projects pursuing SHAIP funding, the eligible project work must be completed no later than March 31, 2020.

All other projects shall be completed in a 10-18 month construction timeline depending on scope.

### **4. SAMPLE PROJECT**

**For the purpose of prequalifying, we have asked Proponents to review a sample project to serve as the basis of their submission. This allows Proponents to:**

1. gain an understanding of the scope of project work by reviewing an example of contract documents from the group and;
2. provide Proponents with a relevant project on which to base their submission, notably the development of a schedule and project understanding as part of the Rated Criteria.

The project provided is: **14 Rayoak Drive, North York, ON** (“Sample Project”)

### **5. ONGOING PROJECTS AT SUBJECT SITES**

In order to meet funding timelines and address pressing capital needs, TCHC will be proceeding with the construction of recladding and window replacement projects concurrently with other initiatives associated with either SHAIP funding or other capital repair programs.

This includes mechanical and electrical system retrofits and accessibility projects throughout subject buildings. Successful Proponents will be expected to coordinate project work as required with other contractors and consultants who may be engaged on site.

## **APPENDIX C – SPECIFICATIONS, DRAWINGS AND REPORTS**

Relevant specifications and drawings are attached to this RFPQ as Appendix C. Please reference accordingly.

Please see the attached files included in Appendix C listed as follows:

### **Project – 14 Rayoak Drive, Toronto, ON, M3A 2Y4**

- 14 Rayoak Photos (23 Files)
- 14 Rayoak\_DSS Report
- 14 Rayoak\_Hazardous Material Abatement Specifications
- 14 Rayoak\_Geotechnical Report
- 14 Rayoak\_Issued for Tender Drawings\_R2
- 14 Rayoak\_Issued for Tender Specifications\_R2
- Basebuilding Vendors List

## **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 – 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  <b>OR</b>  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 OHS 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 OHS 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
<b>A. SAFETY - Compliance with Laws &amp; Standards</b>		sub-score		Weight		25%	
1 Did the contractor comply with OSHA 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>B. QUALITY - Compliance with Contract Standards &amp; Specifications</b>		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?							
<b>C. ORGANIZATION - Work Plan and Management</b>		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?							
<b>D. EXECUTION - Work Performance</b>		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							
<b>E. ADMINISTRATION - Contractor Performance and Diligence</b>		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)							

[END OF RFPQ DOCUMENT]