



**Toronto  
Community  
Housing**

**RFQ 19047**  
**Request for Quotations**  
**For**  
**Community Room Renovation**  
**at**  
**444 Lumsden Avenue, West Tower**

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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 RFQ or contains additional information related to the RFQ

“**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 RFQ.

“**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 RFQ.

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

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

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

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

“**must**”, “**shall**”, and “**will**” used in this RFQ 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 RFQ 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.

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

**“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 1 Day.

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

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

**“RFQ 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 RFQ Timetable.

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

## RFQ TIMETABLE

RFQ Number	<b>19047</b>
RFQ Title	Community Room Renovation at 444 Lumsden Avenue, West Tower

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

Issue Date of RFQ	Thursday, February 07, 2019
Information Session (Mandatory) <i>(If Mandatory, sign in required to verify attendance)</i>	Thursday, February 14, 2019 @ 1:00 PM
Information Session Location:	444 Lumsden Avenue, West Tower_Entrance Toronto, ON M4C 2L8
Deadline for Questions	Tuesday, February 19, 2019 @ 4:00 PM
Deadline for Issuing Addenda	Thursday, February 21, 2019 @ 4:00 PM
<b>Submission Deadline</b>	<b>Thursday, February 28, 2019 @ 2:00:00 PM</b>
Rectification Period	One (1) Day unless otherwise noted in a Rectification Notice.

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

TCHC Contact:	Jessi Chen
E-mail:	<a href="mailto:TCHProcurement@torontohousing.ca">TCHProcurement@torontohousing.ca</a> <b>AND</b> <a href="mailto:Jessi.Chen1@torontohousing.ca">Jessi.Chen1@torontohousing.ca</a>
TCHC Address:	<b>35 Carl Hall Road, Unit 1, Toronto, ON M3K 2E2</b>

The RFQ Timetable is tentative only, and may be changed by TCHC at any time. Any changes to the RFQ 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 Quotations (“the RFQ”) issued by the Toronto Community Housing Corporation (“TCHC”) is an invitation to the **General Contracting Services (Interior General) for Projects under \$100,000 (RFVQ 15021)** to submit non-binding offers for the work as further described in Appendix A, for the pricing established in Submission Form C. The Proponent selected pursuant to this RFQ process will be informed by an email from TCHC. Terms and conditions will apply from both this RFQ and RFVQ 15021.

TCHC is seeking a General Contractor for the provision of Community Room Renovation services at 444 Lumsden Avenue, West Tower. TCHC will be awarding the project to the lowest total priced submission.

In providing these Goods and/or Services, the potential Proponents should be aware the 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 No Guarantee of Volume of Work or Exclusivity of Contract

TCHC makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The Agreement to be negotiated with the selected Proponent 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 RFQ or may obtain the same or similar Deliverables internally.

## 1.3 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 – SUBMISSIONS INSTRUCTIONS

## 2.1 Quotation Submission Information

### 2.1.1 Timing for Submissions

Timetable for Quotation submissions are indicated above in the RFQ Timetable

### 2.1.2 Quotations Should Be Submitted in Prescribed Manner

Quotation 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). Quotations submitted after the Submission Deadline will not be accepted by the portal.

Proponents should submit Submission Form C – Pricing Form C in the prescribed format, with ALL sections completed in full **no later than 2:00:00 p.m. local time, Thursday, February 28, 2019**

### 2.1.3 Quotations Should 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 Quotations

Submissions may be amended, but only on or before the Submission Deadline. Proponents wishing to amend their Quotations 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 Quotation

At any time throughout the RFQ process, a Proponent may withdraw a submitted Quotation. To effect a withdrawal, a notice of withdrawal must be sent to the TCHC Contact and must be signed by an authorized representative.

## 2.2 Stages of Evaluation

TCHC will conduct the evaluation of Quotations in the following two (2) 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 RFQ process are as follows:

- Submission form A – Proponent Acknowledgements
- Submission form D – Agreement to Bond (if applicable)

Proponents who have met the Mandatory Requirements will proceed to Stage II. Quotations 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: Pricing**

During Stage II, the evaluation of price will only be undertaken after the evaluation of Mandatory Requirements and any rated requirements has been completed. Upon completion of Stage I, the lowest total priced (Excluding HST) Proponent as established under the evaluation for the project will be selected to enter into an Agreement for the provision of the Deliverables, subject to TCHC's bypass rights. The selected Proponent will be expected to enter into an Agreement within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the Proponent and the selection of another Proponent, or the cancellation of the RFQ.

TCHC reserves the right to waive informalities in or reject any or all Quotations or accept the Quotation deemed most favourable in the interests of TCHC. The lowest priced Proposal may not be selected for the award of the work.

## **2.3 Forms, Submission, and Rectification**

### **2.3.1 Submission Form A – Proponent Acknowledgements**

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

### **2.3.2 Submission Form B– Not Applicable**

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

### **2.3.4 Submission Form D - Agreement to Bond For Projects over \$500,000.00 CDN**

If the total bid submission is over \$500,000.00 CDN, 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.

If the total bid submission is less than \$500,000.00 CDN, Proponents are not required to submit Submission Form D – Agreement to Bond.

## **2.4 Rectification Period (not including section 2.3.3)**

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 RFQ Timetable to rectify. If the Rectification Notice does not provide for a Rectification Period, then the Rectification Period shall be 1 Day. 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 Mathematical Errors**

Where there is a discrepancy between the total sum of the unit prices when added together 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.

**2.6 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 RFQ PROCESS**

## **3.1 General Information and Instructions**

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

Proponents should structure their Quotation in accordance with the instructions in the RFQ. Where information is requested in the RFQ, any response made in a Proposal should reference the applicable section numbers of the RFQ where that request was made and clearly concisely respond directly to the question.

### **3.1.2 Proposals in English**

All Quotations are to 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 RFQ process (collectively, “**RFQ 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 RFQ 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.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Proponents to Review RFQ**

Each Proponent shall perform its own due diligence in preparing its Quotation and shall not be entitled to rely on any RFQ Information. Each Proponent represents and warrants that it has carefully examined this RFQ 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 RFQ is unclear or ambiguous, the Proponent shall:

- (a) report any errors, omissions or ambiguities; and
- (b) direct questions or seek additional information in writing by Ontario Tenders Portal (BravoSolution) system or 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 entered into the TCHC Contact’s email inbox. No such communications are to be directed to anyone other than the TCHC Contact.

TCHC is under no obligation to provide additional information, and TCHC shall not be responsible for any information provided by or obtained from any source other than the TCHC Contact.

It is the responsibility of the Proponent to seek clarification from the TCHC Contact on any matter it considers to be unclear. TCHC shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFQ or its process.

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

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

Addenda may contain important information, including significant changes to the RFQ. 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 RFQ. 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 Proponent's 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 content of the Proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's 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 Lowest Priced Proponent**

The lowest priced Proponent, as established under Part 3 – Stage II will receive an offer to enter into an Agreement with TCHC to perform the specified Deliverables.

### **3.3.2 Terms and Conditions**

The Vendor Terms & Conditions accepted as part of the Roster Pre-Qualification process form part of this Proposal and conditions for a binding Agreement.

### **3.3.3 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

### **3.3.4 Procurement Protest Procedure**

If a Proponent wishes to challenge the outcome of the RFQ 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 either press or social media in relation to the RFQ or any contract awarded pursuant to the RFQ without first obtaining the written permission of the TCHC Contact.

### **3.4.4 No Lobbying**

A Proponent may not in relation to the RFQ 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 RFQ 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 RFQ. 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 RFQ 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.

### **3.4.6 Past Performance or Inappropriate Conduct**

TCHC may prohibit a Proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following:

- (a) the submission of Quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
- (b) the refusal of the Proponent to honour its pricing or other commitments made in a Proposal or bid; or
- (c) any other conduct, situation or circumstance, as solely determined by TCHC, that constitutes a Conflict of Interest.

### **3.4.7 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.

### **3.4.8 Submission Behaviour**

Proponents who are on a TCHC prequalified vendor list (through successful selection following a Request for Vendor Qualifications – i.e. a "roster") in good standing will be invited to submit quotes for work applicable to the specific roster. Proponent responsiveness and competitiveness will be monitored and assessed. Poor responsiveness or failure to submit competitive quotes may result in suspension from the roster(s).

## **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 RFQ either before or after the issuance of the RFQ:

- (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 RFQ 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 RFQ, 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 RFQ 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 RFQ.

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

The RFQ 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 RFQ 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 a written 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 the Proponent or rescind an Agreement subsequently entered into if the Proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

### **3.6.5 References**

TCHC's evaluation may include information provided by the Proponent's references and may also consider 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 RFQ process without liability at any time.

### **3.6.7 Governing Law**

The terms and conditions in this Part 3 – Terms and Conditions of the RFQ Process 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.

## **3.7 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

- 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 3.7(b) shall apply to each subcontractor with all necessary changes. The Contractor shall include the provisions of section 3.7(b), with all necessary changes, in each of its contracts with subcontractors for any part of the Services. 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 3.7(b).

### **3.8 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 RFQ.

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

### **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 RFQ 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]**



# SUBMISSION FORM A – PROPONENT ACKNOWLEDGEMENTS

## 1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFQ 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:	
RFQ Contact Person and Title:	
RFQ Contact Office Phone:	
RFQ Contact Cell Phone:	
RFQ Contact Facsimile:	
RFQ 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 RFQ process will be governed by the terms and conditions of the RFQ, 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 RFQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFQ. The Proponent represents and warrants its ability to provide the Deliverables required under the RFQ in accordance with the requirements of the RFQ 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 RFQ 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 RFQ.

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

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

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 (attached)	
Submission Form D – Agreement to Bond-if applicable (attached)	
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 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 FOR BIDS OVER \$500,000.00 CDN

## 1. Agreement to Bond

- a. The Proponent must submit a completed Agreement to Bond (copy below) with their submission only if the bid submission is over \$500,000.00 CDN. If the bid submission is less than \$500,000.00 CDN, Proponents are not required to submit Submission Form D – Agreement to Bond.

- OR -

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

## 2. Performance Security upon Award

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

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

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

For the following bid:

<b>RFQ # 19047</b>	Community Room Renovation at 444 Lumsden Avenue, West Tower
<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)

# APPENDIX A – SCOPE OF WORK, SPECIFICATIONS, & DRAWINGS

**A. Material Disclosures**

The following documents are provided to assist Proponents in this RFQ. All forms are to be completed and included with the submission.

**B. Delivery of Scope of Work**

The deliverables to be provided by the approved Proponent will involve the work below:

Description of Deliverables required	<b>Community Room Renovation</b>
Locations/Address(es) for delivery of Deliverables required	<b>444 Lumsden Avenue, West Tower Toronto, ON M4C 2L8</b>
Deliverables Start Date	<b>Monday, April 01, 2019</b>
Deliverables End Date	<b>Friday, May 31, 2019</b>
Completion of Work	All work covered under this RFQ is to be completed within 9 weeks upon receipt of Purchase Order.

**C. Specifications and Drawings**

Relevant specifications and drawings are attached to this RFQ as Appendix A. Please reference accordingly.

Appendix A (2 files included)

- **RFQ 19047 - Drawings.pdf**
- **RFQ 19047 - Specifications.pdf**

## APPENDIX B – CONTRACTOR PERFORMANCE EVALUATION

As set out in section 3.4.7 of this RFQ, the services to be provided by the Proponent will be subject to periodic review under TCHC's Vendor Management Performance Program using the Contractor Performance Evaluation form.

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 OHSA requirements?"	May initiate a report to TCH management recommending suspension of the Contractor for a period of up to three years.
One Score (Final) of (U) for criterion A.1. "Did the Contractor comply with OHSA requirements?"	May initiate a report to TCH management recommending suspension of the Contractor for a period of one year

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

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



Toronto Community Housing



### Contractor Performance Evaluation

version 2.0(TCH) - 18-Sep-13

Final  
 Interim # 0

DATE:

CONTRACTOR:

PROJECT NAME:

DESCRIPTION:

CONTRACT No.:

START DATE:

CONTRACT VALUE:

COMPLETION DATE:

U I ME EE EX N/A

**A. SAFETY - Compliance with Laws & Standards** sub-score Weight 25%

1 Did the contractor comply with OHS requirements?									
2 Did the contractor meet additional environmental, safety, policy and regulatory requirements of the contract?									
3 Did the contractor take adequate precautions with any hazardous materials and designated substances?									

**B. QUALITY - Compliance with Contract Standards & Specifications** sub-score Weight 25%

1 Did the contractor comply with standards and specifications in the contract?									
2 Was the quality and workmanship in compliance with the contract documents?									
3 Did the contractor promptly & effectively correct defective work as the project progressed?									

**C. ORGANIZATION - Work Plan and Management** sub-score Weight 12.5%

1 Did the contractor submit a satisfactory baseline schedule in compliance with the contract?									
2 Did the contractor commence the work on time?									
3 Did the contractor submit schedule updates in accordance with the contract?									
4 Did the contractor adequately staff and resource the project in compliance with the contract?									
5 Did the contractor provide adequate & competent site supervision?									
6 Did the contractor effectively coordinate and manage the work of its subcontractors?									
7 Did a person with decision-making authority represent the contractor at pay/progress meetings?									
8 Did the contractor submit timely, relevant requests for information (RFIs) as needed?									
9 Were shop drawings submitted according to shop drawing schedule and in compliance with the contract?									

**D. EXECUTION - Work Performance** sub-score Weight 25%

1 Did the contractor complete the project on time?									
2 Did the contractor follow the approved schedule and meet milestones?									
3 Did the contractor provide effective quality control?									
4 Did the contractor keep the site clean and free of trash and debris in compliance with the contract?									
5 Did the contractor promptly comply with change orders, change directives, site instructions, and RFQs?									
6 Did the contractor seek authorization to perform extra or additional work?									
7 Did the contractor adequately address disputes, damages and claims with third parties to TCH Management's knowledge?									
8 Was the quality and submission timelines of the following items acceptable?									
8.1 Look ahead schedules or work plans									
8.2 Accurate and complete record documents (as-builts)									
8.3 Complete operations and maintenance manuals and closeout documents									
8.4 Secure and/or closed applicable municipal permits									
8.5 Startup testing and commissioning reports									
8.6 Training plan and manuals									

**E. ADMINISTRATION - Contractor Performance and Diligence** sub-score Weight 12.5%

1 Did the contractor communicate, cooperate, collaborate with the contract administrator, project team & stakeholders?									
2 Did the contractor participate in resolving project problems and display initiative to implement solutions?									
3 Did the contractor demonstrate accountability for problems for which they were responsible?									
4 Did the contractor submit accurate, complete invoices in a timely manner?									
5 Did the contractor provide competitive change order pricing?									
6 Did the contractor accept responsibility for the full scope and extent of the contract?									
7 Did the contractor coordinate to minimize disruption to the public and Toronto Community Housing operations?									

Note: if the contractor disagrees with the evaluation, it is to follow the same dispute procedure as set out in the contract for claims. Total Score (weighted)

	Name	Signature	Date
Project Manager:			
Manager:			
Director: (required for Final only)			

[END OF RFQ DOCUMENT]