



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

RFP 23266-PP

Request for Proposals

For

Construction-Interior Renovations-237 Sherbourne St.

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CONCEPT OVERVIEW AND INTRODUCTION

Background

237 Sherbourne Street is one of two buildings at the William Dennison development. This building is operated by Toronto Seniors Housing Corporation. This heritage building was renovated in 1978 to become a multi-unit residential building with eleven units spread throughout three levels and a basement for storage.

The original building is wood framed construction with brick façade and brick party wall separating the building into two semi-detached houses. Structural steel members were added to pierce the party wall and turn this building into a multi-unit residential tenancy. This building is in the Garden District Heritage Conservation District.

In 2020 all interior partition walls, floor finishes and ceilings of the building were removed along with most of the electrical and mechanical systems. Fire suppression systems were left in place but insulated, and baseboard heaters were installed to stabilize the temperature of the building throughout the winter. Air quality tests were performed and the space is deemed acceptable. The current state of the building is a structural shell with stable roof, original façade and a foundation that does not leak.

Toronto Community Housing Corporation (TCHC) is seeking a Vendor for the provision of construction services at 237 Sherbourne St. TCHC will be awarding RFP 23266-PP to the lowest total priced Proposal.

This RFP Category of Work is categorized as Construction. The scope of work in this RFP is sub-categorized as Interior General Construction Work.

About Toronto Community Housing

Toronto Community Housing is the largest social housing provider in Canada and the second largest in North America. We house some 110,000 low-and moderate-income tenants in nearly 60,000 households located in more than 100 city neighbourhoods. Our 2,100 buildings represent a \$10-billion public asset.

We serve tenants from many different backgrounds with a diversity in terms of age, gender, education, language, sexual orientation, mental and physical

ability, religion, ethnicity and race. A significant number of our tenants are seniors and vulnerable individuals with special needs, who depend on supports from community agencies to live independently and maintain a successful tenancy.

Our core business is to provide clean, safe, well-maintained, affordable homes for tenants. Through collaboration and with tenants' needs at the forefront, we connect tenants to services, supports and opportunities, and help to foster great neighbourhoods where people can thrive. We procure services and goods from third parties to maintain and improve our buildings and support our mandate.

RFP KEY INFORMATION

The RFP Key Information is tentative only and may be changed by TCHC at any time.

Name and Address of Procuring Entity	Toronto Community Housing Corporation 35 Carl Hall Road, Unit 1 North York, ON M3K 2E2
For the purposes of this procurement process, the “ TCHC Contact ” will be:	Alexander Ramirez All inquiries are to be directed through the messaging function in the e-Procurement Portal
RFP Number	23266-PP
RFP Title	Construction-Interior Renovations-237 Sherbourne St.
Issue Date of RFP	Tuesday, January 16, 2024
Mandatory – Site Visit	Thursday, January 25, 2024 at 11:00 AM ET (Refer to section 1.2 for details)
Site Visit Details (In-Person)	237 Sherbourne St
Deadline for Questions	Monday, February 05, 2024 at 4:00 PM ET All inquiries are to be directed through the messaging function in the e-Procurement Portal
Deadline for Issuing Addenda	Friday, February 09, 2024 at 4:00 PM ET
Proposal Deadline	Friday, February 23, 2024 at 2:00:00 PM ET
Rectification Period	Three (3) Days unless otherwise noted in a Rectification Notice.

PART 1 – INVITATION TO PROPONENTS

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by TCHC to prospective Proponents to submit Proposals for **Construction-Interior Renovations-237 Sherbourne St.** to provide the Work TCHC requires as further described in Appendix A – Scope of Work, Specifications, and Drawings.

1.2 Information Sessions or Site Visits

The RFP Key Information will designate whether a site visit or information session will be held and, if so, will indicate the date, time, location, and whether attendance by Proponents is mandatory or optional. Proponents are requested to review all documents prior to attending an information session or site visit. TCHC will not reimburse Proponents for any cost incurred to attend an information session or site visit.

1.2.1 Mandatory Information Session or Site Visit

If the information session or site visit has been noted as **mandatory**, Proponents must comply with the following conditions. Proponents must:

- (a) not arrive more than 10 minutes late according to TCHC staff’s timekeeping; and
- (b) sign in when they arrive.

A sign-in sheet will be provided for Proponents to sign in to confirm their attendance if the information session or site visit is held in-person.

Information sessions may be held by teleconference. If the information session is held by teleconference, a meeting code and an email address will be provided by TCHC staff at the meeting. Proponents must send a sign-in confirmation email with their company name and the meeting code to the email address provided by TCHC staff **no later than ten (10) minutes** after the code has been given.

Proposals received from a Proponent who did **not** comply with this section 1.2.1 will be rejected if the information session or site visit was noted as mandatory.

1.2.2 Optional Information Session or Site Visit

If the information session or site visit was noted as optional, a Proponent's attendance at an information session or site visit is not required and failure to attend will **not** impact their Proposal.

1.3 Project Agreement

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

1.4 Submission of a Proposal

A Proposal consists of the following:

- (a) The Mandatory Requirements set out in section 2.1.1 below;
- (b) Submission Form C – Pricing; and
- (c) Submission Form F – Rated Criteria.

Proposals must be submitted online on TCHC's e-Procurement Portal, which is at <https://torontohousing.bonfirehub.ca/>

Proposals sent via email or any other manner will be disqualified.

Proponents may contact the e-Procurement Portal directly at Support@GoBonfire.com or by calling the support line at 1-800-354-8010 ext. 2 for any technical questions related to their submission. The e-Procurement Portal also has a help forum at:

- <https://bonfirehub.zendesk.com/hc>.

Each Proponent must:

- (a) Register its company on the e-Procurement Portal.
- (b) Download and carefully read all documents from the e-Procurement Portal.
- (c) Complete all forms required to be completed.

- (d) Save all forms required to be completed and related documents in the specified format (adding company name to the end of the file Name). Example: “*RFP Requirements ABC Company Inc.pdf*”
- (e) Upload all forms required to be completed and related documents to the e-Procurement Portal.

If two or more legal entities wish to submit a Proposal jointly, one of the legal entities must be identified as the Proponent with whom TCHC may enter into the Project Agreement, and the other entity(ies) must be identified as subcontractors to that Proponent.

1.5 Proposals Must Be Submitted on Time

Proposals must be completed and uploaded to the e-Procurement Portal on or before the Proposal Deadline. Proposals submitted after the Proposal Deadline will be rejected without exception.

For greater certainty, late Proposals will be rejected even where the reason for a late Proposal was directly or indirectly caused by a technical issue outside the Proponent’s control, including any network or power failures, computer failure, internet browser, and mistakes filling in the Proposals.

TCHC strongly recommends Proponents give themselves sufficient time before the Proposal Deadline to begin the uploading process and to complete the submission of their Proposal.

1.6 Amendment of Proposals

A Proponent may only amend a Proposal on or before the Proposal Deadline, and any such amendment must be made directly by the Proponent on the e-Procurement Portal.

1.7 Withdrawing Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. To withdraw a Proposal, a notice of withdrawal must be sent to the TCHC Contact that is signed by the Proponent’s authorized representative.

1.8 Disqualification

TCHC may prohibit a Proponent from award based on prior poor performance or based on inappropriate conduct in this or a prior procurement process that included any of the following:

- (a) the Vendor brought previous litigation proceedings against TCHC;
- (b) the Vendor failed to honour a bid submitted in response to a TCHC procurement opportunity;
- (c) the Vendor failed to disclose conflicts of interest in connection with other TCHC procurement opportunities;
- (d) the Vendor was convicted of bid-rigging, price-fixing, collusion or other statutory offenses;
- (e) the Vendor engaged in unethical bidding practices;
- (f) the Vendor had significant performance issues on a contract with TCHC; or
- (g) any other grounds applicable in accordance with TCHC's Vendor disqualification procedures and protocols.

END OF PART 1.

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Proposal Evaluation

TCHC will evaluate Proposals in the following three (3) stages:

2.1.1 Stage I: Mandatory Requirement(s)

Stage I is an evaluation of compliance with the Mandatory Requirement(s). The Mandatory Requirements are non-rated and listed below.

Each Proposal must include:

(a) Completed Submission Forms;

- i. completed and signed Submission Form A – Proponent Acknowledgement;
- ii. completed and signed Submission Form B – TCHC Contractor Qualification Form.

As part of section A of this form the following must also be submitted:

- Proposed Site Supervisor - copies of valid completion certifications and/or licenses for the following;
 - Supervisor Health and Safety Awareness by Ministry of Labour, Training and Skills Development;
 - WHMIS;
 - First Aid/CPR;
 - Working at Heights; and
 - Asbestos work in Construction

Each certification or license must visibly show the name of the Proposed Site Supervisor or it will not be accepted. Note, the Site Supervisor must have these required minimum certifications as listed above and copies submitted or the submission will not be considered further.

- iii. completed and signed Submission Form B.1 – Contractor Health and Safety Qualification Form
- iv. completed and signed Submission Form D – Agreement to Bond (unless the value of this Project Agreement is less than \$500,000)
- v. completed and signed Submission Form E – List of Subcontractors;
- vi. completed and signed Submission Form G – Agreement Regarding Constructor Role

If a Proposal fails to satisfy all of the Mandatory Requirement(s), TCHC will issue the Proponent a Rectification Notice identifying the deficiencies and provide the Proponent an opportunity to rectify the deficiencies. **For clarity, only the Mandatory Requirements listed in this section 2.1.1 are rectifiable.**

Failure to rectify a Proposal according to the Rectification Notice within the Rectification Period (listed in the RFP Key Information) will result in disqualification of the Proposal from the RFP. The Rectification Period will begin to run from the date and time that TCHC issues a Rectification Notice to the Proponent.

2.1.2 Stage II: Rated Criteria

In Stage II, Proposals that complied with the Mandatory Requirements will be evaluated against the Rated Criteria. Each Proponent will receive a score out of 100 points during this stage. The Rated Criteria are further detailed in Submission Form F. **The Rated Criteria section cannot be rectified.**

2.1.3 Stage III: Pricing

During Stage III, TCHC will evaluate the pricing submitted by each Proponent who passed or was deemed to have passed Stage III. For further details, refer to Submission Form C. 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. **The Pricing section cannot be rectified.**

2.2 Ranking and Selection

The qualified Proposal with the lowest price will prevail.

2.3 Tied Lowest Price Proposals

In the event of a tie, the tied Proponents will be invited to re-submit pricing that will be evaluated and the lowest priced Proponent will prevail.

2.4 Evaluation and Selection Time Range

Depending on the level of approval, evaluation and selection of the winner(s) typically take a range of 6 weeks to 4 months. Every Proponent will be notified of the result of their Proposal at the end of the evaluation and selection process via the e-Procurement Portal.

END OF PART 2.

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proposals in English

All Proposals shall be in English only.

3.1.2 No Representations

TCHC does not make any representations with respect to the accuracy or completeness of any data, materials or other information that it provides to Proponents in connection with this RFP process (the “**RFP Information**”). TCHC shall not be liable for any loss, claim, or damage whatsoever arising from or related to any information, advice, errors or omissions that may be contained in the RFP Information.

3.1.3 Proponents Shall Bear Their Own Costs

Each Proponent shall bear any and all costs associated with its participation in this RFP.

3.1.4 Proposal to be Retained by TCHC

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

3.1.5 No Guarantee of Volume or Exclusivity of Contract

TCHC makes no guarantee of the value Project Agreements, volume of labour and/or materials to be offered to successful Proponent(s). The Project Agreement to be entered into with the successful Proponent(s) will not be an exclusive contract for the provision of the described Work. TCHC may contract with others for the same or similar Work to those described in the RFP or may obtain the same or similar Work internally.

3.1.6 Accessibility for Ontarians with Disabilities

TCHC provides equal treatment to people who require accessibility accommodations. Proponents must strictly comply with all applicable accessibility standards required by the *Accessibility for Ontarians with Disabilities Act, 2005* (“AODA”) and its regulations while carrying out their obligations under any Project Agreement entered into with TCHC.

Upon request, Proponents shall provide documentation to TCHC 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 is of the opinion that a Proponent is non-compliant with the requirements of the AODA, TCHC may require that such Proponent, at its sole expense, amend its accessibility policies, practices and procedures. Failure to comply with the AODA may result in the immediate termination of any agreement.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

It is the responsibility of the Proponent to seek clarification from the TCHC Contact on any matter it considers to be unclear, by:

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

Only questions submitted before the Deadline for Questions stipulated in the RFP Key Information via the e-Procurement Portal will be answered. Questions can neither be received nor responded to verbally or via email. TCHC reserves the right not to answer any question submitted after the Deadline for Questions. All questions will be collected and responses provided to all Proponents via the e-Procurement Portal.

TCHC may, at its sole discretion, respond to such requests for clarification by issuing Addenda.

3.2.2 Addenda to the RFP

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

Proponents are responsible for obtaining all Addenda issued by TCHC. The onus remains on each Proponent to make any necessary amendments to its Proposal to reflect the terms of any Addenda issued by TCHC. Each Proponent shall acknowledge receipt and review of all Addenda by indicating, in the table at the end of Submission Form A, the total number of Addenda issued by TCHC and reviewed by the Proponent in connection with this RFP.

3.2.3 Post-Deadline Addenda and Extension of Proposal Deadline

If any Addendum is issued after the Deadline for Issuing Addenda, TCHC may at its discretion extend the Proposal Deadline for a reasonable amount of time.

3.2.4 TCHC may Verify and Clarify

When evaluating Proposals, 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 re-evaluate the Proponent's Proposal or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

The Proponent's Proposal must contain all documents upon which the Proponent relies and must not incorporate by reference any documents not submitted. Any websites or other external documents referred to in a Proponent's Proposal will be deemed to not form part of the Proposal, and will therefore not be evaluated.

3.3 Notification of Project Award

3.3.1 Notification of Project Agreement Award

TCHC will notify Proponent(s) who have successfully qualified under Part 2 – Evaluation and Selection by award letter prior to posting the results via the e-Procurement Portal. However, prior to awarding the Project Agreement each Proponent must submit items listed in 3.3.2 below.

3.3.2 Pre-Conditions of Award

Prior to entering into the Project Agreement as a condition of award, if a new Vendor or a Vendor who has not provided previous services to TCHC, TCHC reserves the right to request three (3) references after receiving their

Proposal. Failure to provide the references will result in disqualification. TCHC will review the references and any concerns raised by the references could also lead to disqualification.

If the Proponent is a corporation, prior to entering into the Project Agreement as a condition of award, the Proponent must submit the following business information by the deadline identified in the award letter:

- (a) a Corporation Profile Report produced not more than one month before the date the report is submitted to TCHC containing the following:
 - (i) corporation name of the entity that will enter into the Project Agreement with TCHC;
 - (ii) business mailing address (and head office address, if different);
 - (iii) evidence of active business status (i.e. evidence the corporation has not been dissolved);
- (b) a certificate of incumbency if the Project Agreement will be signed by a person other than an officer or director identified in the corporate profile report; and
- (c) a completed EFT Authorization Form (if not set up for EFT).

If the Proponent is a business entity other than a corporation (i.e. sole proprietorship, partnership, limited partnership, etc.), prior to entering into the Project Agreement as a condition of award, the Proponent must submit the following business information by the deadline identified in the award letter:

- (a) the current master business licence, business names report, limited partnerships report and/or other evidence as applicable containing the following:
 - (i) name of the person or entity that will enter into the Project Agreement with TCHC;
 - (ii) business mailing address (and head office, if different);
 - (iii) evidence of active business status;

- (b) a certificate of incumbency or other evidence of the signatory's authority if the Project Agreement will be signed by a person other than a partner or the sole proprietor; and
- (c) a completed EFT Authorization Form (if not set up for EFT).

Proponents who do not provide the foregoing will not be awarded the Project Agreement until the above documents are received by TCHC. Vendors must keep the foregoing in valid, current and active status, and it is the responsibility of the Vendor to inform TCHC at any time of any change(s) to the foregoing.

3.4 Debriefing and Protest Process

3.4.1 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 60 calendar days of notification of the final outcome of the evaluation and selection process via the e-Procurement Portal.

3.4.2 Protest Process

If a Proponent wishes to challenge the outcome of the RFP process, it must first request and attend a debriefing session in accordance with 3.4.1 above. If a Proponent wishes to continue its challenge of the outcome of the RFP process after the debriefing session, it must provide written notice to the TCHC Contact to continue the protest within 30 calendar days of the debriefing session.

3.5 Project Agreement

TCHC will notify Proponent(s) who have successfully qualified under Part 2 – Evaluation and Selection. TCHC reserves the right to concurrently notify other eligible Proponents in the event the first successful Proponent(s) does not provide all the Pre-Conditions of Award or cannot agree to a final form of Project Agreement with TCHC.

3.5.1 Project Agreement Negotiation

The successful Proponent(s) will be required to enter into and execute a Project Agreement with TCHC for the performance of the Work. Attached at

Appendix B – Project Agreement is TCHC’s standard form of contract for this RFP.

The successful Proponent(s) will be required to agree and comply with the policies, practices and statements found on TCHC’s website at the following link: [Policies and procedures](#) including but not limited to the following;

- (a) Human Rights, Harassment and Fair Access Policy
- (b) Vendor Code of Conduct
- (c) Fair Wage Policy
- (d) Procurement Policy
- (e) Health and Safety Policy Statement

The Proponent cannot negotiate changes to the terms of the above TCHC policies but may negotiate changes to other sections of the standard form of Project Agreement.

Negotiation of the Project Agreement will not constitute a legally binding offer to enter into a contract on the part of TCHC or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a Project Agreement. 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 or performance terms from the Proponent.

3.5.2 Award Bypass

TCHC may choose not to award the Work to a Proponent (“**Bypass**”) if:

- (a) under a current or previous TCHC contract(s) the Proponent:
 - (i) failed to perform the scope of work in accordance with the required standard of care;
 - (ii) caused delays to the schedule; or
 - (iii) failed to deliver the scope of work on budget;
- (b) there is documented proof of material performance issues on TCHC project(s) evidencing that the Proponent has failed or

is failing to perform the scope of work in accordance with the contract documents, schedule, budget, and/or standard of care required for successful, deficiency free, timely, on-budget delivery;

- (c) in previous procurements the Proponent failed to honour the pricing or other elements of their proposals that they submitted;
- (d) the Proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, is or was a party to any prior, current or anticipated litigation, or any other formal dispute resolution procedure, with TCHC, or its affiliates or subsidiaries; or
- (e) the Proponent's health and safety record raises justified concerns about the Proponent's reliability to perform the scope of work in a safe and prudent manner in a way that does not give rise to health and safety risks to TCHC and its tenants.

3.5.3 Timeframe for Negotiations

TCHC intends to conclude negotiations and execute the Project Agreement with the successful Proponent(s) within 21 calendar days, commencing from the date TCHC notifies the successful Proponent(s). TCHC reserves the right to terminate negotiations if the parties cannot come to an agreement on the final form of contract within this time period.

3.5.4 Subcontractor Issues

The Proponent must make inquiries and disclose all of the past and present disputes listed in Submission Form E between their proposed subcontractor(s), any of their subcontractor(s)' shareholders, directors, officers, subsidiaries or affiliates and TCHC or its subsidiaries. The Proponent is required to make this declaration at Submission Form E.

If a proposed subcontractor has had past or present disputes with TCHC that is discovered after the Proponent's submission has been evaluated, then TCHC will inform the Proponent and the Proponent will be offered the opportunity to substitute with a different subcontractor. The Proponent will

not be permitted to change the price of their Proposal due to substitution of a subcontractor who has had past or present disputes with TCHC.

3.6 Substitution of Award and Award Notification

3.6.1 Substitution of Award

TCHC reserves the right to offer the award to the next lowest priced Proponent if:

- (a) any of section 3.5.2 award Bypass above applies to the Proponent;
- (b) the parties cannot conclude negotiations and finalize the Project Agreement within the time period listed in the award letter as per section 3.5.3 above; or
- (c) the pre-conditions of award listed in 3.3.2 above are not satisfied.

3.6.2 Notification to Other Proponents

Once a Project Agreement is executed by TCHC and a Proponent, the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.7 Conflicts of Interest and Prohibited Conduct

3.7.1 Conflict of Interest

Proponents must declare and fully disclose any actual or potential Conflict of Interest or unfair advantage related to the preparation of their Proposal or where the Proponent foresees an actual or potential Conflict of Interest in the performance of the Agreement.

TCHC in its sole discretion may disqualify or remove a Proponent for any conduct, situation or circumstance which constitutes or potentially constitutes a Conflict of Interest. The term “**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the procurement 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 information in the preparation of its Proposal that is confidential to TCHC and not available to other Proponents;
 - (ii) communicating with any person with a view to influencing or obtaining preferred treatment in the procurement process;
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or
 - (iv) having a non-arms-length relationship with any other Proponent bidding on this RFP; or
 - (v) engaging a current or former TCHC employee to take any part in the preparation of the Proposal or the performance of the Agreement if awarded, any time within twelve (12) months of such person having left the employ of TCHC; or
 - (vi) engaging any family members of any TCHC employee to take any part in the preparation of the Proposal or the performance of the Agreement if awarded who may have, or appear to have, any influence on the procurement process, or subsequent performance of the contract; or
- (b) in relation to the performance of its contractual obligations in an agreement with TCHC, the Vendor's other commitments, relationships or; financial interests
- (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or

- (ii) could or could be perceived to compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.7.2 Communication with TCHC Contact Only

Proponents and their representatives are **not** permitted to contact any employees, directors, officers, agents, elected or appointed officials or other representatives of TCHC, other than the TCHC Contact identified in the RFP Key Information, concerning matters regarding this RFP. A Proponent who communicates with TCHC about the RFP process, during the RFP process, in any way other than through the TCHC Contact identified in the RFP Key Information shall be deemed non-compliant and the Proponent's Proposal shall be disqualified.

3.7.3 Lobbying Prohibited

Proponents may not in any way engage in activity, such as political or other lobbying, which might influence the evaluation and selection process of this RFP. Any attempt by a Proponent to do so, and any attempt to communicate, directly or indirectly, with any employee, director, officer, or other representative of TCHC or of the City of Toronto, in order to influence the evaluation and selection process of this RFP, may, in addition to disqualification of the Proponent's Proposal, result in disqualification of the Proponent to bid on other work at TCHC and may also result in legal action in order for TCHC to protect its interests including its interests in the integrity of its competitive procurement processes.

3.7.4 Communication with Media Prohibited

A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any Project Agreement awarded pursuant to this RFP without first obtaining the written permission of TCHC. A Proponent who communicates directly or indirectly with the media shall be deemed non-compliant and the Proponent's Proposal shall be disqualified.

3.7.5 No Illegal or Unethical Conduct

Proponents shall not engage in any illegal or unethical bidding practices, including but not limited to 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 joint ventures, ownership, management or contractual agreements in section 7 (Conflict of Interest) of Submission Form A – Proponent Acknowledgment form. TCHC, in its sole discretion, may prohibit affiliated Proponent(s) from submitting Proposals for the same RFP, or may reject their Proposals.

Any illegal or unethical conduct, including offers of gifts to TCHC employees, directors, officers or other representatives of TCHC, 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, and will result in immediate disqualification of the Proponent's Proposal.

3.8 Confidential Information

3.8.1 Confidential Information of TCHC

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

- (a) is the sole property of TCHC and Proponents must treat it as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Project Agreement;
- (c) must not be disclosed without prior written authorization from TCHC; and
- (d) shall be returned or destroyed by the Proponents to TCHC immediately upon the request of TCHC.

3.8.2 Confidential Information of Proponent

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

Notwithstanding the foregoing, Proponents expressly acknowledge that:

- (a) TCHC may publicly post information identifying Proponents that have submitted a Proposal, the total price submitted with their Proposal, and the preliminary ranking of Proposals at any time prior to the completion of the evaluation process and the formal identification of a successful Proponent;
- (b) such information is deemed not to be the confidential information of the Proponent; and
- (c) any such posting of information does not constitute a representation by TCHC of a commitment to make an award to a Proponent or to make any award pursuant to this RFX and does not limit or alter in any way the evaluation process or any rights whatsoever of TCHC under this RFX, including without limitation, its rights to negotiate with a Proponent.

3.9 Procurement Process Non-Binding

3.9.1 Negotiated Non-Binding Procurement Process

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) this RFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process, contract or collateral contract;
- (b) the submission of a Proposal by a Proponent does not entitle a Proponent to the award of any Project Agreement; and
- (c) TCHC may cancel or amend the RFP process without liability at any time.

3.10 Governing Law and Interpretation

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

- (a) the laws of the Province of Ontario;
- (b) the federal laws of Canada applicable therein;
- (c) If within the applicable threshold for a covered procurement, Chapter Five – Government Procurement of the Canadian Free Trade Agreement; and
- (d) If within the applicable threshold for a covered procurement, Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

END OF PART 3.

PART 4 – RFP PARTICULARS

4.1 The Work

The Work to be performed for this Project is described in the Concept Overview and Introduction and in the attached form of Project Agreement which TCHC may modify upon the award of a Project.

4.2 Insurance Coverage Requirements

4.2.1 Insurance Coverage Requirements

Upon award of a Project Agreement, the Vendor shall, at its own expense, obtain and maintain the required insurance throughout the term of the Project Agreement. Such insurance must remain in full force and in effect for the term of the Project Agreement. Refer to the Project Agreement for coverage requirements.

The Vendor must produce, upon request by TCHC, confirmation of coverage pursuant to this section, as applicable. Failure to comply within 5 Business Days of the request by TCHC may result in termination of any Project Agreement.

4.3 Workplace Safety and Insurance Board (WSIB) Clearance Certificate

The Vendor shall agree to maintain its WSIB account in good standing throughout the term of the Project Agreement. TCHC may at any time during the term of the Project Agreement require the Vendor to produce a valid Clearance Certificate and/or valid independent operator number including proof of personal coverage, prior to any payment under the Project Agreement. Failure to comply within 5 Business Days of the request by TCHC, may result in immediate termination of the Project Agreement.

4.4 Online Vendor Portal

TCHC has implemented an online Vendor portal. This portal enhances the TCHC-Vendor relationship by replacing many of our current manual processes to bring Vendors the best possible service in the fastest and most efficient way.

With TCHC's online Vendor portal, communication between Vendors and TCHC is easier. Vendors will have access to real-time information on all aspects of the relationship with TCHC in one easy-to-use location including:

- (a) compliance status;
- (b) insurance certificate(s);
- (c) WSIB certificate; and
- (d) invoice submission.

This enables TCHC to improve overall responsiveness and consistency of service to Vendors, our valued partners. Vendors are required to register to join TCHC's online Vendor portal by providing an email address and HST number. Once TCHC has received the Vendor's email address and HST number the Vendor will be provided with an invitation to join the online Vendor portal. A purchase order will not be issued to a Vendor who has not registered to join the online Vendor portal.

4.5 Requirement for Unionized Labour

Any part of the Work that is properly 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 who is 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 site of the project 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; or
 - (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 project 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;
or

- (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 4.5 shall apply to each subcontractor with all necessary changes. The successful Proponent shall include the provisions of section 4.5 with all necessary changes, in each of its contracts with subcontractors or sub-subcontractors for any part of the Work.
- (d) The successful Proponent 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 successful Proponent or any subcontractor or sub-subcontractor to comply with the requirements of section 4.5.

4.6 Proponents Responsible for Obtaining Independent Legal Advice

TCHC cannot answer any questions pertaining to the successful Proponent's obligations under TCHC's collective agreements. TCHC does not provide Proponents with opinions regarding whether the scope of work falls within any specific collective. TCHC encourages all Proponents to secure independent legal advice.

For reference, copies of the Collective Agreements are available via the following link:

https://sp.ltc.gov.on.ca/sites/mol/drs/ca/Pages/default_en.aspx.

4.7 Asbestos

Due to the age and construction of TCHC's portfolio, asbestos may be present at the location(s) where the Proponent is to perform the work. The asbestos records pertaining to any particular building are indicated in the signage and the inventory log located in each building's management office. Where TCHC anticipates asbestos abatement as part of the scope of work, Proponents shall provide pricing and any other information requested by

TCHC for evaluation prior to the award of a contract. Where TCHC did not anticipate asbestos abatement to form part of a scope of work, any asbestos related work that may become necessary may be added to the scope of work by means of a change order at TCHC's discretion.

Whenever encountering asbestos, Vendors 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) *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, O. Reg. 278/05: *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations*
- (b) *Environmental Protection Act*, R.S.O. 1990, c. E. 19, R.R.O. 1990, Regulation 347: *General – Waste Management*
- (c) *Dangerous Goods Transportation Act*, R.S.O. 1990, C. D.1.
- (d) *Transportation of Dangerous Goods Act*, 1992, S.C. 1992, c. 34 and R.R.O. Regulation 347

4.8 EFT Electronic Funds Transfers

TCHC has implemented mandatory Electronic Funds Transfer (EFT) (also known as "Direct Deposit") for all Vendors providing goods and services to TCHC. EFT payments are faster, better for the environment, eliminates the risk of lost cheques and reduces the risk of fraud. The successful Proponent must complete TCHC's EFT application form attaching a void cheque. The information provided on the form will only be used for the purposes of EFT payment.

4.9 Staff Identification

Upon execution of the Project Agreement, the Vendor shall ensure that all of its agents, employees, subcontractors and representatives carry the required TCHC identification badges and **visibly display them at all times while on TCHC property**. The Vendor will also ensure its vehicles display its company name. All badges provided must be returned to TCHC immediately upon completion of the Project Agreement. TCHC may require the Vendor to pay a reasonable deposit that will be reimbursed to the Vendor upon return of the badge(s). The Vendor shall be financially responsible for all lost or

unreturned badges. TCHC reserves the right to bar any personnel from the site at any time for any reason.

4.10 Site Specific Health and Safety Plans

Upon request the Proponent must provide TCHC with a health and safety plan for the Work. The plan must include the following:

- (a) Procedures for identifying, reporting and management of hazards in the workplace;
- (b) Incident reporting and investigation process;
- (c) Corrective and preventative measures to prevent incidents and escalations;
- (d) Safety precautions to protect the public from construction activities;
- (e) Procedures for the safe storage of materials;
- (f) Safety checklist(s) for specific equipment and activities; and
- (g) Periodic reviews of subcontractor conformance to the health and safety plan.

END OF PART 4.

DEFINITIONS

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

“**Average Performance Score**” means the average of all of the Proponent’s interim and final Performance Scores received in respect of a Category of Work, or if applicable, the subcategory of work, in the most current 5-year period, or applicable portion thereof. TCHC will start collecting vendor performance data to support the calculation of the Average Performance Score from the launch date of the scoring model, as communicated by the Vendor Compliance Office.

“**Business Day**” means a calendar day except for Saturday, Sunday, a statutory holiday, or a statutory vacation day that is observed by the industry relating to the RFP.

“**Category of Work**” means the classification of the work described in this RFP which may include any one of the following categories and may be segmented further by subcategories as identified in the Concept Overview and Introduction:

- **Construction** - work related to the building of new housing or renovation of existing housing.
- **Corporate** - work related to Finance, Legal, Marketing, Communications and Human Resources.
- **Demand Maintenance** - work related to unplanned, reactive maintenance that arises out of necessity due to a sudden service failure at a building.
- **Design & Engineering (D&E)** - work related to architectural design and construction administration.
- **Information Technology Services (ITS)** - work related to new technology infrastructure, services and/or applications.
- **Preventative Maintenance** - work related to ongoing maintenance of TCHC buildings.

- **State of Good Repair** - work related to bulk maintenance and critical repairs across TCHC buildings.
- **Services** - work related to the provision of services by a Vendor specified under a TCHC Project Agreement.
- **Supplier** - work related to the provision of product required by TCHC staff to perform their duties.

“**Conflict of Interest**” has the meaning given to it in section 3.7.1.

“**Deadline for Issuing Addenda**” means the date and time by which TCHC will issue Addenda in connection with the RFP. The Deadline for Issuing Addenda is specified in the RFP Key Information.

“**Deadline for Questions**” means the date and time by which Proponents may ask questions regarding this RFP. The Deadline for Questions is specified in the RFP Key Information.

“**Deliverables**” means, in addition to the Work, the Project specific tasks to be completed by the Vendor, as detailed in the Project Agreement.

“**e-Procurement Portal**” means electronic portal used by TCHC to conduct the procurement process including the issuing of procurement tendering documentation, notices of intended procurements, and the receipt of Proposals from Proponents, the current e-Procurement Portal is indicated at section 1.4 – Submission of a Proposal. The e-Procurement Portal may be changed or updated by TCHC from time to time.

“**HST**” means Harmonized Sales Tax.

“**Mandatory Requirements**” means the requirements set out in section 2.1.1.

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

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

“**Performance Score**” means the overall score achieved by a Vendor following TCHC’s evaluation of the Vendor’s performance in accordance with TCHC’s Vendor Performance Evaluation process described in Appendix D.

“**Project**” means all the Work and Deliverables required by a Project Agreement.

“**Project Agreement**” means the written contract in substantially the form attached at Appendix B, the final version of which shall be entered into by the Vendor and TCHC upon the award of the Work.

“**Proponent**” means the legal entity (whether an individual, corporation, partnership, or other legal entity) identified in Submission Form A - Proponent Acknowledgement that is submitting a Proposal to TCHC in response to the RFP with a view to entering into a Project Agreement with TCHC with respect to the Work.

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

“**Proposal Deadline**” means the final deadline for submitting a Proposal, as specified in the RFP Key Information.

“**Rated Criteria**” means the Stage II requirements listed and described in Submission Form F.

“**Rectification Notice**” means a written notice delivered by TCHC to a Proponent requesting that it clarify and/or rectify any aspect of its Proposal.

“**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 Business Days.

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

“**RFP Key Information**” means the table set out on page 5 which provides important deadlines and information about this RFP.

“**RFP Information**” has the meaning given to it in section 3.1.2.

“**TCHC**” means Toronto Community Housing Corporation.

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

“Vendor” means a Proponent who has entered into a Project Agreement with TCHC.

“Work” means the total construction and related services and deliverables required by the Project Agreement.

END OF DEFINITIONS.

SUBMISSION FORM A – PROPONENT ACKNOWLEDGEMENT
(To be completed by Proponent)

Each Proponent must complete and sign Submission Form A – Proponent Acknowledgement, which is attached as a separate file, to indicate it has been read, contents understood, and confirm the accuracy of the information provided.

Please refer to the attached file:

- Submission Form A – Proponent Acknowledgment

END OF SUBMISSION FORM A.

SUBMISSION FORM B – TCHC CONTRACTOR QUALIFICATION (To be completed by Proponent)

Each Proponent must complete and sign Submission Form B – TCHC Contractor Qualification, which is attached as a separate file, and include it with its Proposal. It is mandatory that this form is completed and submitted.

Section B of the TCHC Contractor Qualification Form will be rated in accordance to the instructions in Submission Form F – Rated Criteria.

As part of the Proposal:

- (i) Proponents must complete ALL components of the TCHC Contractor Qualification Form; and
- (ii) Proponent must submit 3 project(s) under section B:
 - a. project value must be of \$3,000,000.00 (at award) per project and must have been completed by the Proponent in the last 10 years.
- (iii) Project 2, must be a heritage project,

All submitted projects must be completed by the Proponent submitting to this RFP as indicated in Submission Form A. **Proponent shall not add or remove any pages from this document. No other form will be accepted and/or evaluated.**

Please refer to the attached file:

- Submission Form B – TCHC Contractor Qualification

END OF SUBMISSION FORM B.

**SUBMISSION FORM B.1 – CONTRACTOR HEALTH AND SAFETY
QUALIFICATION
(To be completed by Proponent)**

Each Proponent must complete and sign Submission Form B.1 – Contractor Health and Safety Qualification, which is attached as a separate file, and must include it with its Proposal. It is mandatory that this form be completed and submitted.

Form B.1 is required by TCHC to obtain general information regarding the Proponent's health and safety practices and record.

A Proponent may be disqualified or bypassed if the Proponent's health and safety record raises justified concerns about the Proponent's reliability to perform the scope of work in a safe and prudent manner in a way that does not give rise to health and safety risks to TCHC and its tenants.

No other form will be accepted and/or evaluated.

Please refer to the attached file:

- Submission Form B.1 – Contractor Health and Safety Qualification

SUBMISSION FORM C – PRICING **(To be completed by Proponent)**

Each Proponent must fully complete the “Submission Form C – Pricing”, which is attached as a separate file. The following are mandatory instructions for completing and submitting the form:

(a) **Submission Form C – Pricing must be submitted in EXCEL format (.xls or .xlsx only).**

Failure to submit Submission Form C – Pricing in its entirety in the required EXCEL format will result in disqualification of the Proposal.

(b) **Pricing data must be entered only in the blue cells on the form.**

Do not enter data in any non-blue cells. Data entered outside of the blue cells will not be evaluated.

(c) **The form must not be manipulated, copied or altered.**

Manipulating, copying, or altering the form in any way will result in disqualification of the Proposal.

(d) **Submission Form C – Pricing must be submitted under the pricing section indicated in the e-Procurement Portal.**

Do not submit any pricing information or the pricing form in any other section of the e-Procurement Portal. Entering pricing information or the pricing form in any other section will result in disqualification of the Proposal. For clarity, Submission Form C – Pricing is not rectifiable.

(e) **Pricing must be fully submitted by the Proposal Deadline.**

No changes to pricing are permitted at any time after the Proposal Deadline including during the Rectification Period. 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 will assume there is “NO COST” for that line item and the Proponent will not be able to change or add to the pricing submitted.

(f) **Pricing shall be provided in Canadian funds, and must NOT include HST.**

(g) **Pricing submitted by the Proponent must be all-inclusive.**

It must include all duties, labour and material costs, travel and carriage costs, insurance costs, costs of delivery, costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, health and safety costs (including any public health measures for workplaces as prescribed by Toronto Public Health or required under the Occupational Health and Safety Act), bonding, licenses, and sundry disbursements including any fees or other charges required by law (excluding HST).

(h) **TCHC reserves the right to add or delete line items and/or quantities to Submission Form C during the term of the project as TCHC considers necessary. TCHC does not guarantee the volume of material or Work required by TCHC.**

(i) **Submission Form C – Pricing should be read in conjunction and be consistent with all drawings and specifications.**

(j) **Unit or alternate pricing tables (if applicable) are for reference only and will not be evaluated during the pricing evaluation. TCHC reserves the right to negotiate the unit or alternate pricing provided in these tables on the Pricing Form.**

Please refer to the attached file:

- Submission Form C – Pricing

END OF SUBMISSION FORM C.

SUBMISSION FORM D – AGREEMENT TO BOND
(To be completed by Proponent)

Each Proponent must complete and sign Submission Form D – Agreement to Bond (unless the value of this Project Agreement is less than \$500,000) which is attached as a separate file.

Please refer to the attached file:

- Submission Form D – Agreement to Bond

END OF SUBMISSION FORM D.

**SUBMISSION FORM E – LIST OF SUBCONTRACTORS
(To be completed by Proponent)**

Each Proponent must complete and sign Submission Form E, which is attached as a separate file, to provide a list of the subcontractors that they plan on using for the Work. Proponents are even encouraged to list multiple subcontractors.

The Proponent will confirm their team prior to applicable projects. The Proponent may propose alternates subject to TCHC approval.

Please refer to the attached file:

- Submission Form E – List of Subcontractors

END OF SUBMISSION FORM E.

**SUBMISSION FORM F – RATED CRITERIA
(To be completed by Proponent)**

Each Proponent must provide the required information in this section as part of Stage II – Rated Criteria. Proponents who fail to achieve a minimum threshold of 70% (11.20 out of 16) on Key Personnel **and** a minimum of 70 points overall will not be considered further. For clarity, evaluation of Item #1 will be completed first. If a Proponent does not meet the minimum threshold, the remainder of the submission will not be considered further.

Rated Criteria responses must be completed as per the outlined structure below by clearly indicating the item number, rated criteria title, and answering all questions as indexed and in sequence.

For submission in the e-Procurement Portal, Proposals must be clearly separated and submitted according to the defined heading, sequencing, and/or question numbering indicated within the e-Procurement Portal. Failure to provide required information, attachments, or responses within the corresponding section or specific question of the Rated Criteria may result in a score of zero or reduced score for those particular elements of the Proposal.

Rated Criteria documents are not rectifiable.

Item No.	Rated Criteria	Weighting (Points)	Minimum Threshold
1	Key Personnel	16 points	11.20 points
2	Relevant Project Experience	60 points	
3	Scheduling	16 points	
4	Air Tightness	8 points	
	TOTAL	100 points	
			70 total points overall

Please refer to the attached file:

- Submission Form F – Rated Criteria

END OF SUBMISSION FORM F.

SUBMISSION FORM G – AGREEMENT REGARDING CONSTRUCTOR ROLE

The Agreement Regarding Constructor Role has been attached as a separate file as Submission Form G. The Proponent must agree to the terms in Submission Form G, sign where indicated and submit with their Proposal. Proponents who do not agree to, sign and submit Submission Form G will be disqualified.

A copy of the Form of Constructor Agreement has been attached for *reference only*. *Proponents are not required to sign the copy at this time*. If TCHC requires a Vendor to be a Constructor, or if TCHC requires another vendor to be the Constructor over your organization, then the successful Proponent will be required to agree to the terms within this Constructor Agreement and to sign it during the course of the Work.

Please refer to the attached file:

- Submission Form G – Agreement Regarding Constructor Role

END OF SUBMISSION FORM G.

APPENDIX A – SCOPE OF WORK, SPECIFICATIONS, AND DRAWINGS

1. The Work

The Work to be performed pursuant to this RFP is as follows:

Description of the Work required	Construction-Interior Renovations
Locations/Address(es) for performance of the Work required	237 Sherbourne St.
Start Date	September 2024
End Date	August 2026

2. Notification of Designated Substances, Site Conditions, or Other Hazards














The following may occur on site:

(a) N.A.

3. Additional Details

Please refer to the following attachments for more details:

(a) Appendix A – Scope of Work

-  237 Sherbourne - Specifications
-  237 Sherbourne - Architectural - IFT.pdf
-  237 Sherbourne - Civil - IFT.pdf
-  237 Sherbourne - Electrical - IFT.pdf
-  237 Sherbourne - Electrical Specifications - IFT.pdf
-  237 Sherbourne - Geotechnical Report.pdf
-  237 Sherbourne - Heritage - IFT.pdf
-  237 Sherbourne - Mechanical - IFT.pdf
-  237 Sherbourne - Security _ CCTV Specifications - IFT.pdf
-  237 Sherbourne - Structural - IFT.pdf
-  237 Sherbourne - Tree Inventory _ Preservation Plan Drawings - IFT.pdf
-  237 Sherbourne - Tree Inventory _ Preservation Plan Report - IFT.pdf
-  TCH_Illustrated Accessibility Guide_FINAL_DRAFT_2019-10-29.pdf

END OF APPENDIX A.

APPENDIX B – PROJECT AGREEMENT

The draft form of the Project Agreement is attached as a separate file as Appendix B. Please refer to section 1.3 for further details.

Please refer to the attached file for reference:

- Appendix B – Draft Project Agreement.pdf

END OF APPENDIX B.

APPENDIX C – NOT APPLICABLE

APPENDIX D – VENDOR PERFORMANCE EVALUATION

A copy of the Vendor Performance Evaluation details is attached as a separate file as Appendix D.

Please refer to the attached file for reference:

- Appendix D – Vendor Performance Evaluation - Construction

END OF APPENDIX D.

APPENDIX E – 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 Project Agreement.

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END OF APPENDIX E.

END OF RFP DOCUMENT