



**Toronto  
Community  
Housing**

**Request for Proposals**  
**For**  
**Building Condition Assessments (BCA) for Stand-alone Units and Townhouses**

Request for Proposals No.: **RFP 15245**

Issued: **Tuesday, September-22-2015**

RFP Schedule: **See section 2.2**

Submission Deadline: **Thursday, October-08-2015 at 11:00:00 AM EST**

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# PART 1 – INTRODUCTION

## 1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by the Toronto Community Housing Corporation (herein after referred to as “TCHC”) to prospective proponents to submit proposals for the provision of consulting services for **Building Condition Assessments** (herein referred to as “BCA”) **for Stand-alone Units and Townhouses**, as further described in Part 2 – The Deliverables (the “Deliverables”).

In providing these goods and/or services, the potential proponents should be aware the Toronto Community Housing 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 disadvantaged citizens. It is home to about 125,000 low and moderate-income tenants in 58,500 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 2,215 buildings including high, mid, and low-rise apartments, and townhouses and houses. For more information on TCHC, please visit [www.torontohousing.ca](http://www.torontohousing.ca).

## 1.2 Type of Contract for Deliverables

The selected proponents will be requested to enter into negotiations for an agreement with TCHC for the provision of the Deliverables. It is TCHC’s intention to enter into negotiations for a contract based on the standard terms and conditions attached as Appendix A to the RFP with more than one entity.

## 1.3 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 proponents. The Agreement to be negotiated with the selected proponents will not be an exclusive contract for the provision of the described Deliverables. TCHC may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

## 1.4 Agreement on Internal Trade

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular RFP. For further reference, please see the Internal Trade Secretariat website at [http://www.ait-aci.ca/index\\_en.htm](http://www.ait-aci.ca/index_en.htm).

## 1.5 Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”)

TCHC is committed to providing equal treatment to people for whom accessibility accommodations allow for the use and benefit of TCHC services in a manner that respects their dignity and that is equitable in relation to the broader public. As such, vendors seeking to do business with TCHC must strictly comply with the 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 Agreement entered into with TCHC. Failure to comply with the AODA, may result in the immediate termination of any Agreements entered into with TCHC.

If requested, vendors engaging in business with TCHC 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 is provided and the number of attendees. TCHC reserves the right to require vendors, at their own expense, to amend their accessibility policies, practices and procedures if TCHC deems them not to be in compliance with the requirements of the AODA.

**[End of Part 1]**

## PART 2 – THE DELIVERABLES

### 2.1 Description of Deliverables

The RFP is an invitation to submit offers for the provision of consulting services for building condition assessments for stand-alone houses, as further described in Appendix B – Scope of Work.

#### The Deliverables:

Description of Goods/Services required	<b>Building Condition Assessments for Stand-alone Units and Townhouses</b>
Locations/Address(es) for delivery of Goods/Services required	<b>Various</b>
Target Delivery Dates	<b>December 24<sup>th</sup>, 2015</b>

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

### 2.2 Timetable

Issue Date of RFP	<b>Tuesday, September 22, 2015</b>
Deadline for Questions	<b>Monday, September 28, 2015 @ 4:00 PM</b>
Deadline for Issuing Addenda	<b>Friday, October 02, 2015</b>
Submission Deadline	<b>Thursday, October 08, 2015 11:00:00 AM EST</b>
Rectification Period	<b>Three (3) Business Days</b>

The RFP timetable is tentative only, and may be changed by TCHC at any time. Any changes to the RFP timetable will be issued by way of an addendum issued on-line.

### 2.3 Information Sessions

Not applicable.

## 2.4 TCHC Contact

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

<b>TCHC Contact:</b>	Ramie Younan
<b>Facsimile No.:</b>	416-981-4111
<b>E-mail:</b>	<u><a href="mailto:TCHProcurement@torontohousing.ca">TCHProcurement@torontohousing.ca</a></u> AND <u><a href="mailto:Ramie.Younan@torontohousing.ca">Ramie.Younan@torontohousing.ca</a></u>
<b>Address:</b>	35 Carl Hall Road, Unit 4, Toronto, ON M3K 2B6

## 2.5 Material Disclosures

Proponents should refer to Part 5 - Material Disclosures for additional information pertaining to the goods/services required, additional contractual requirements, and other factors that could impact this proposal.

**[End of Part 2]**

## PART 3 – PROPOSAL SUBMISSIONS

### 3.1 Proposal Submission Information

#### 3.1.1 Timetable for proposal submissions are indicated above in section 2.2

#### 3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals should be submitted at:

Attention: Strategic Procurement  
Toronto Community Housing  
35 Carl Hall Road, Unit #4  
Toronto, ON, M3K 2B6  
Attention: Sam Petralito

No later than 11:00:00 a.m. local time, **Thursday, October 08, 2015**

Proponents should submit one (1) original, five (5) hard copies and one (1) electronic PDF copy on a USB flash drive in a sealed package. Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

Proponents shall also submit one (1) hard copy and one (1) electronic copy of their pricing in a **separate sealed envelope as outlined in Submission Form C – Rate Bid Form**. The electronic copy must be in the form of a USB flash drive. The sealed envelope must be clearly labelled “Envelope #2 Rate Bid Form” with the proponent’s name and the RFP number.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

#### 3.1.3 Proposals Must Be Submitted on Time at Prescribed Location

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected without exception.

TCHC will not be responsible for late submissions caused by traffic, weather, mechanical breakdown or courier issues. It is the sole responsibility of the proponent to ensure the bid submission is delivered, stamped and submitted before the prescribed deadline. 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. Late proposals will be returned to the proponent

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 RFP. 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.



### **3.1.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in section 3.1.2. Any amendment should clearly indicate which part of the proposal the amendment is intended to replace.

### **3.1.5 Withdrawing Proposals**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the TCHC Contact and must be signed by an authorized representative. TCHC is under no obligation to return withdrawn proposals.

## **3.2 Stages of Proposal Evaluation**

TCHC will conduct the evaluation of proposals in the following three (3) stages:

### **3.2.1 Stage I: Mandatory Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies within a set timeframe. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that TCHC issues its rectification notice to the proponent.

### **3.2.2 Stage II: Rated Criteria**

Stage II will consist of a scoring by TCHC of each qualified proposal on the basis of the Rated Criteria. Respondents must achieve a score of at least 70 points on the Rated Criteria categories before the evaluation team will consider their Rate Bid Form. Proponents who do not score the required minimum of points as specified above on the Rated Criteria will not be considered for further evaluation (Refer to section 3.3).

### **3.2.3 Stage III: Pricing**

Stage III will consist of evaluating and ranking the pricing submitted. 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 II, Submission Form C - Rate Bid Forms (envelope labelled #2) will be opened and the pricing will be ranked. The total cost for the project will be analysed and the highest scoring submission will prevail.

Proponents should refer to the Rate Bid Form (Submission Form C) for more details.

### 3.3 RATED CRITERIA

Stage II will consist of an evaluation of the Rated Criteria to determine the score based on the following criteria. Below is an overview of the categories and weighting for the Rated Criteria of the RFP.

Proponents who do not meet a minimum threshold of 70 points will not proceed to Stage III of the evaluation process.

ITEM NO.	RATED CRITERIA	Weighting (Points)	Minimum Threshold
1	Understanding of the Scope of Work, Methods and Approach	50	70 points
2	Technical Qualifications* (minimum 5 Years' of Condition Assessment work), and Team Strength <i>*4 points (out of 20) assigned for Accreditation/Licensing</i>	20	
3	Related Experience and Reference Check (3 References)	30	
	<b>TOTAL</b>	<b>100 points</b>	<b>70 points</b>

Respondents are encouraged not to duplicate the detailed list provided in this RFP in response to the following criteria.

#### 1. Understanding of the Scope of Work, Methods and Approach [50 points]

- Provide a description to demonstrate your understanding of the scope of the work, project deliverables and responsiveness to clients, quality acceptance/control practices and ability to complete the assignment on schedule and on budget. (Maximum two (2) pages). **(25 points)**
- Provide the methodology and approach you will use to conduct the assignment within the required timeframe and resources proposed, particularly in the areas of inspection and analysis, reliable cost assumptions, execution, quality control of report findings and minimizing disruption to residents. (Maximum three (3) pages). **(20 points)**
- Provide two (2) sample reports of a previous Building Condition Assessment completed by you, of a similar scope and size to this assignment, demonstrating your experience with one of the typical building types: single family dwellings (detached and semi-detached), multi-resident houses, townhouses. Previous reports prepared for TCHC will not be accepted. Client names, addresses, etc. may be removed from the submitted reports. **(5 points)**

Proponents will be evaluated based on the understanding of deliverables, reports, spreadsheet work, and acceptance of the scope of work outlined in this proposal.

#### 2. Technical Qualifications and Team Strength [20 points]

- Provide an organizational chart, highlighting key personnel for each of the three teams (minimum) who will be assigned to the project as identified in the scope of work, including the use of any sub-consultants. Identify a prime contact who will be responsible for day-to-day supervision and accountable to TCHC. Staff substitution will not be permitted without expressed prior written approval of TCHC. (Maximum one (1) page). **(8 points)**
- Provide a resume for each team member that demonstrates their experience as it relates to the scope of work and assignments of similar scope and size (include qualifications and role (including professional designations, if applicable) as they relate to the scope of work, including number of years in the position, number of years with the company, experience and education). Clearly define the role of each team member and how the various team members will relate to each other in their respective roles and responsibilities. Must be intermediate or senior staff (minimum 5 years) with proven experience of conducting building condition assessments (Maximum one (1) page for each person). **(12 points)**

Proponents will be evaluated based on team experience, technical qualifications and expertise including sub-consultants, particularly in the scope of previous experience with projects of similar nature.

### **3. Related Experience and Reference Check [30 points]**

Provide three (3) examples of relevant experience (1 page per example) as it relates to the scope of work and assignments of similar scope and size. Each example should include **(10 points per example):**

- Project name and address.
- Client name, address and phone number.
- Your role in the project.
- Duration of the project.
- Project scope and description.
- Project value.
- Any additional information on the project.

TCHC will contact the references provided. The purpose of the reference check is to validate the information provided by Proponents. TCHC reserves the right to disqualify any Proponent that provides false or invalid information.

## **3.4 Forms, Submission and Rectification (Mandatory Requirements)**

### **3.4.1 Forms and Submission**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

### **3.4.2 Vendor Acknowledgements Form (Submission Form B)**

Each proposal must include a Submission Form B completed and signed by an authorized representative of the proponent.

### **3.4.3 Rate Bid Form (Submission Form C)**

Each proponent must include a Rate Bid Form C completed according to the instructions contained in the form as well as the following instructions:

- a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately; and
- b) rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to TCHC, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any licenses or fees or other charges required by law.

### **3.4.4 Reference Form (Submission Form D)**

Each proponent must complete the Reference Form D and include it with its proposal.

### **3.4.5 List of Subcontractors (Submission Form F)**

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

### **3.4.6 Accreditation and Licensing:**

**Only one (1) of the following accreditation and licensing is required and must be reflected in the organizational chart and team member resumes:**

- a) Certification to meet the standards of Ontario Association of Home Inspectors or National Home Inspector Certification NHICC, or equivalent; or
- b) Architectural Technologist: must declare that they are member(s) in good standing with the Association of Architectural Technologists of Ontario (AATO). Respondents are not required to submit verification, but TCHC will verify AATO status; or
- c) Certified Engineering Technologist; or
- d) OAA: Architect(s) or Architectural Firm(s) must declare that they are member(s) in good standing with the Ontario Architect Association (OAA). Respondents are not required to submit verification, but TCHC will verify OAA status; or
- e) PEO: Engineer(s) or Engineering Firm(s): must be member(s) in good standing with the Professional Engineers of Ontario (PEO). Respondents are required to submit a copy of Certification of Authorization.

\*Or proof of a member of related trades or professional occupations to perform assessments for Stand-alone Homes

## **3.5 Rectification Period (not applicable to clause# 3.4.3)**

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

### **3.6 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 3]**

# **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

## **4.1 General Information and Instructions**

### **4.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where the request was made.

### **4.1.2 Proposals in English**

All proposals are to be in English only.

### **4.1.3 TCHC's Information in RFP Only an Estimate**

TCHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size and scope of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

### **4.1.4 Proponents Shall Bear Their Own Costs**

The 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.

### **4.1.5 Mathematical Errors in Submission**

Where there is a discrepancy in the proponent's quoted price between the unit price amount and the total price amount, the unit price amount shall prevail.

## **4.2 Communication after Issuance of RFP**

### **4.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to the TCHC Contact 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 RFP or its process.

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

The RFP 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 RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by TCHC. In the Submission Form B, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

Failure to incorporate all addenda in the bid submission may result in the rejection of the submission, at the sole discretion of TCHC. Any Addendum will be posted on the TCH website at [www.torontohousing.ca](http://www.torontohousing.ca), Biddingo at [www.biddingo.com](http://www.biddingo.com) and MERX at [www.merx.com](http://www.merx.com).

#### **4.2.3 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 for a reasonable amount of time.

#### **4.2.4 Verify, Clarify and Supplement**

When evaluating responses, TCHC may request further information from the proponent or third parties in order to verify, clarify or supplement 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.

#### **4.2.5 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.

#### **4.2.6 Proposal to Be Retained by TCHC**

TCHC will not return the proposal or any accompanying documentation submitted by a proponent.

### **4.3 Negotiations, Notification and Debriefing**

#### **4.3.1 Selection of Top-Ranked Proponent**

The top-ranked proponent, as established under Part 3 – Proposal Submissions, will receive a written invitation to enter into direct contract negotiations with TCHC.

#### **4.3.2 Timeframe for Negotiations**

TCHC intends to conclude negotiations with the top-ranked proponent within FIFTEEN (15) days commencing from the date TCHC invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### **4.3.3 Process Rules for Negotiations**

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form B and will not constitute a legally

binding offer to enter into a contract on the part of TCHC or the proponent. Negotiations may include requests by TCHC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by TCHC for improved pricing from the proponent.

#### **4.3.4 Terms and Conditions**

The terms and conditions in Appendix A – Form of Agreement are to form the starting point for negotiations between TCHC and the selected proponent.

#### **4.3.5 Failure to Enter Into Agreement**

Proponents should note that if the parties cannot execute a contract within the allotted FIFTEEN (15) days. TCHC may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form B, there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, TCHC may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, TCHC may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until TCHC elects to cancel the RFP process.

#### **4.3.6 Notification to Other Proponents**

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between TCHC and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

#### **4.3.7 Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the TCHC Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **4.3.8 Bid Protest Procedure**

If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the TCHC Contact within sixty (60) days of notification of award, and TCHC will respond in accordance with its bid protest procedures.

### **4.4 Conflict of Interest and Prohibited Conduct**

#### **4.4.1 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.

#### **4.4.2 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 B.



#### **4.4.3 Proponent Not to Communicate with Media**

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the TCHC Contact.

#### **4.4.4 No Lobbying**

A proponent may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved proponent(s). Further, no such person shall attempt to communicate in relation to the RFP or their proposal, directly or indirectly, with any director, officer, employee or other representative of TCHC or of the City of Toronto, except as expressly directed or permitted by the RFP. Any unauthorized communications will be cause for the disqualification of the proponent's proposal.

#### **4.4.5 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 B. TCHC, in its sole discretion, may prohibit affiliated proponents from submitting proposals for the same RFP or otherwise accepting their bid submissions.

Proponents shall not engage in lobbying or any 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. Conduct of this nature will be cause for the disqualification of the proponent's proposal.

### **4.5 Confidential Information**

#### **4.5.1 Confidential Information of TCHC**

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

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

#### **4.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by TCHC. The confidentiality of such information will be maintained by TCHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that TCHC is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and thus may be required to disclose the name and price of the winning proponent through a Freedom of Information request. Furthermore, proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to TCHC's advisers retained for the purpose

of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the TCHC Contact.

## **4.6 Procurement Process Non-binding**

### **4.6.1 No “Contract A” and No Claims**

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A” based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor TCHC shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

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

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and TCHC by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **4.6.3 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 contract award.

### **4.6.4 Disqualification for Misrepresentation**

TCHC may disqualify the proponent or rescind a contract subsequently entered into if the proponent’s response contains misrepresentations or any other inaccurate, misleading or incomplete information.

### **4.6.5 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 City of Toronto Agencies, Boards, Commissions and Corporations (“ABCCs”)

### **4.6.6. Cancellation**

TCHC may cancel or amend the RFP process without liability at any time.

## **4.7 Governing Law and Interpretation**

The terms and conditions in this Part 4 – Terms and Conditions of the RFP Process (a) are 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) are 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) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

#### **4.8 Performance Reviews:**

The Services to be provided by the vendor will be subject to periodic review under TCHC's "Contractor Performance Evaluation" ("CPE") program to ensure that the Services are performed in accordance with the contracted specifications and TCHC's policies. The results of the CPE reviews will be shared with TCHC's Shareholder (City of Toronto) and other City of Toronto ABCCs' 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 Vendor Disqualification Protocol.

**[End of Part 4]**

## **PART 5 – MATERIAL DISCLOSURES**

### **5.1 Insurance Coverage Requirements**

Upon award of the contract, the successful proponent shall, at its own expense, obtain and maintain the required insurance throughout the term of the contract. Such insurance hereunder shall remain in full force and effect for the term of the contract.

The successful proponent must produce, upon request by TCHC, confirmation pursuant to this section, as applicable. Failure to comply within seven (7) business days of the request by TCHC may result in contract termination.

All insurance policies shall constitute primary coverage and not merely coverage in excess of, or co-coverage with, any insurance otherwise available to TCHC and shall contain cross-liability and severability of interest provisions.

#### **5.1.1. General Liability Insurance**

The limits of this insurance shall be for an amount not less than \$2,000,000 per occurrence for bodily injury and property damage, including loss of use thereof, with a deductible of not more than \$1,000.00. General Liability Insurance shall be in the name of the proponent and TCHC and its subsidiaries shall be named as an additional insured under such policy. The party responsible for a specific claim under this policy shall be responsible for the deductible.

As additional insureds, the certificate(s) must specifically refer to “Toronto Community Housing Corporation, as well as its respective subsidiaries, related entities, affiliates, partners, members, managers, directors, officers, employees, agents and representatives.” The policy shall provide for a waiver of any right of subrogation of the insurers against TCHC. The required insurance may not be cancelled without thirty (30) days prior written notice to TCHC.

#### **5.1.2. Automobile Insurance**

The limits of this insurance shall be for an amount not less than \$2,000,000 per occurrence covering all vehicles used in any manner in connection with the provision and performance of the contract.

Alternatively, if the proponent intends to rely solely on its employees using their personal vehicles for the purposes carrying out the Deliverables, the proponent must fully indemnify and hold harmless TCHC, its directors, officers, appointees, employees and agents, the proponent will be solely responsible for any and all loss, damage, bodily injuries including death, that the proponent's employee(s) sustains or causes to a third party, which is, whether in whole or in part, caused by the use of their personal vehicles.

#### **5.1.3. Professional Errors and Omissions Insurance**

Vendors supplying professional or consulting services must provide proof of professional errors and omissions coverage with a limit of Choose an item. inclusive, or greater if stipulated.

### **5.2 Workplace Safety and Insurance Board (WSIB):**

Upon award of the contract, it is the responsibility of the successful proponent to ensure TCHC is provided a valid Certificate of Clearance from the WSIB or valid independent operator number including proof of personal coverage as identified below:

### **5.2.1 WSIB Clearance Certificate**

Upon award of the contract, the successful proponent agrees to maintain its WSIB account in good standing throughout the term of the contract. TCHC will require the contractor to produce a valid Clearance Certificate from WSIB upon expiration during the term of the contract and prior to any payment under the contract. If the contractor does not produce confirmation pursuant to this section as applicable, TCHC in its own discretion may terminate the contract immediately.

### **5.3 Vendor Terms and Conditions:**

TCHC's standard terms and conditions in Appendix A form the basis for any negotiation for a contract. The vendor's responsibilities form a key component of any contract entered into by TCHC. It is the responsibility of the proponent to ensure it has read the terms and conditions and understands TCHC's expectations in making a submission. See Appendix A - Form of Agreement for details.

### **5.4 Site Specific Health and Safety Plans:**

Upon award of the contract, the vendor must provide a brief specific health and safety plan for the particular project for review with the TCHC project manager. The plan will reflect the following items:

- a) Procedures for identifying, reporting and management of hazards in the workplace
- b) Incident reporting and investigation process
- c) Corrective/Preventative measures to prevent incidents/escalations
- d) Safety arrangements and precautions to protect the public from construction activities
- e) Storage of materials
- f) Provide safety checklist for specific equipment and activities
- g) Periodic review of the subcontractors for conformance to the health and safety plan

### **5.5 Staff Identification**

Upon award of the contract, vendor agrees that all vendor agents, employees, subcontractors and representatives will carry the required TCHC identification badges and properly display them at all times while on TCHC property. When required, vendor will also ensure vendor vehicles will be appropriately branded and carry the correct markings including vendor name and registration numbers (e.g.TSSA number).

### **5.6 Notification of Designated Substances on Project**

The following designated substances may occur on site:

- a) N.A.

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

#### **5.7.1 The Following Hazards May Occur on Site:**

- b) N.A.

## 5.8 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:
  - .1 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; and
  - .2 The Residential Agreement between the Greater Toronto Electrical Contractors Association and the International Brotherhood of Electrical Workers, Local 353; and
  - .3 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; and
  - .4 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; and
  - .5 The collective agreement between TCHC and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America; and
- 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; and
  - (ii) The provincial agreement between the Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council; and
  - (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; and
  - (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 5.8(b) shall apply to each subcontractor with all necessary changes. The Contractor shall include the provisions of section 5.8 (b), with all necessary changes, in each of its contracts with subcontractors for any part of the Services.
- d) The Contractor shall indemnify and save harmless TCHC from and against all loss, cost, claim, expense or damage suffered by TCHC arising from the failure of the Contractor or any subcontractor to comply with the requirements of section 5.8(b).

For details, please refer to [www.torontohousing.ca/business\\_opportunities](http://www.torontohousing.ca/business_opportunities): Vendor Standard Terms & Conditions (Appendix A).

**[End of Part 5]**

## **SUBMISSION FORMS TO BE COMPLETED BY PROPONENT**

- **Submission form B – Vendor Acknowledgements**
- **Submission form C – Rate Bid Form**
- **Submission form D – Reference Form**
- **Submission form F – List of Subcontractors**

The above forms must be reviewed, completed fully and accurately and returned as part of the submission package.

Note: Submission Form C – Rate Bid Form must be submitted separately in Envelope #2 (see Section 3.1.2 for more details)

# SUBMISSION FORM B – VENDOR ACKNOWLEDGEMENTS

***Proponent must review and acknowledge agreement of the clauses below, and must complete all indicated items in Submission Form B and include in their submission:***

## **1. Acknowledgment of Non-binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until TCHC and the selected proponent have executed a written contract.

## **2. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

## **3. Non-binding Price Estimates**

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Rate Bid 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.

## **4. Addenda**

The proponent is responsible to 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 below.

## **5. Policies**

The proponent has read, understood and agrees to comply with the policies, practices and statements found on TCHC's website at the following link: [http://www.torontohousing.ca/business\\_opportunities](http://www.torontohousing.ca/business_opportunities), including but not limited to the following;

- Human Rights, Harassment and Fair Access Policy
- Vendor Standard Terms & Conditions
- Vendor Code of Conduct
- Fair Wage Policy
- Procurement Policy
- Health and Safety Program
- Ontario Labour Conditions, Construction Lien Claims and Trade.



## **6. City of Toronto Shared Procurement**

The proponent agrees to permit other City of Toronto, its Agencies, Boards, Commissions and Corporations (ABCC's) to purchase under the same terms and conditions against any contract which may result from this RFP. This shared procurement requirement will only be enforceable during the term of the contract with TCHC, and is subject to the proponent's capacity to be retained for additional work.

## **7. Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited under Section 4.4 of this RFP.

## **8. 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.

## **9. Conflict of Interest**

### **9.1 "Conflict of Interest" means:**

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of TCHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process;
- (b) in relation to the performance of its contractual obligations contemplated in the contract 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) the proponent has a fiduciary, family, directorship, shareholder or any other non-arm's length relationship with any other company potentially bidding on this RFP; and
- (d) the proponent 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.

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:

**9.2 Conflict of Interest Declaration**

The proponent hereby declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.	
<b>Conflict type as described above</b>	<b>Describe nature of conflict of interest (or indicate N.A.)</b>
Conflict of interest (a)	
Conflict of interest (b)	
Conflict of interest (c)	

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

**9.3 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.

**10. Proponent Information**

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
H.S.T. Number:	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

**CONFIRMATIONS:**

**I hereby confirm reading, acknowledging and agreeing to the above items 1 to 8 in Submission Form B.**

**I confirm that that any real or possible conflicts of interest as outlined in item 9 have been disclosed in the form above.**

**I confirm having read and accepted all addenda issued by TCHC prior to the Deadline for Issuing Addenda.**

**I confirm that each of the forms listed below has been completed and is enclosed with the submission.**

FORM		INITIAL TO ACKNOWLEDGE
# of Addenda Received: =		
Submission Form (B)		
Rate Bid Form (C)		
Reference Form (D)		
Subcontractors List Form (F)		

**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

Executed under the seal shown below, with the intent that such execution take effect as a deed.



## SUBMISSION FORM C – RATE BID FORM

Submission Form C must be submitted in a separate sealed envelope clearly labelled “Submission Form C – Rate Bid Form” with the proponent’s name and the RFP number clearly indicated on the envelope.

The Rate Bid Form must be fully completed or it will be disqualified. 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.

The fee proposal to perform all work activities and all deliverables for all stand-alone units and townhouses shall be in the following form: Proponents must provide a fee proposal for all five types/sizes and TCHC will assign proponents for each group.

Pricing will be based on per unit for the inspection of five sizes of houses. Proponents must bid on all five unit sizes. Pricing are considered to be all inclusive and will include the following:

- all time and material to provide the services indicated in the Proposal, including overtime and premium time if required to complete the assignment
- all local travel, communication, reproduction and shipping costs;
- all informational, investigative, idea development and management expenses as are appropriate to the scope of the assignment;
- all project management activities, explanatory interviews, information meetings, meetings, call or discussions related to the work, preliminary and final reports, photographs, presentations and the actual work.

### Discount Rate

Proponents are requested to provide one (1) discount factor that will be applied to all line items outlined in Table 1 below. Proponents are requested to preface the discount factor with a negative (-) or a positive (+) sign, as applicable. Where no negative or positive sign has been provided, TCHC will deem the discount factor to be prefaced with a negative sign. As an example, if a Proponent wishes to offer a 50% discount, their proposal should read “-50%”, which has an impact of reducing the price of each line item by 50%. If the Proponent wishes to offer a 50% surcharge, their proposal should read “+50%”, which has an impact of increasing the price of each line item by 50%.

**Table 1- Discounted Rate**

House Size	Portfolio Count	Pricing Per Unit (Unit Price Base)	Discounted Factor exclusive of HST (inclusive of all expenses)	Weighing of Points
Between 900 and 1,200 sq ft	387	<b>\$ 750.00</b>	Discount written in numbers (include negative (-) or (+) sign)  (   ) %	<b>70 points</b>
Between 1,201 and 1,900 sq ft	246	<b>\$ 875.00</b>		
Between 1,901 and 3,700 sq ft	12	<b>\$ 1,000.00</b>		
Between 4,400 and 5,400 sq ft	2	<b>\$ 1,250.00</b>		
Approximately 12,000 sq ft	1	<b>\$ 1,375.00</b>		
<b>Total to be Divided amongst five (5) consultants</b>	<b>648</b>			

From time to time, TCHC may slightly adjust, increase or decrease the number of houses to be inspected. The costs shown in the above table will apply.

### Hourly Rate for Additional Work

Based upon the findings of the visual inspections, proponents may recommend non-destructive and other testing, as required, to ascertain existing conditions where appropriate. Additional costs for further investigation will not be incurred without the written consent from TCHC and will be charged at the rates shown below.

Proponent will carry out any additional work at the hourly rate for team members, as follows:

**Table 2**

<b>Category/Description</b>	<b>Hourly Rate exclusive of HST (Proponent must provide the rate below)</b>	<b>Weighing of Points</b>
Project Manager/Senior Engineer, Scientist or Technologist	\$	<b>10 points</b>
Intermediate Engineer/Scientist	\$	<b>10 points</b>
Administrator/Data Entry	\$	<b>10 points</b>

**Proponents must complete the above fee tables and Rate Bid Form Table and include in their proposal.**

### Evaluation of Pricing

Consists of ranking the pricing submitted according to the criteria below in which the highest ranked bid will prevail. The evaluation of price will only be undertaken after the evaluation of mandatory requirements has been completed. The point number is the weight of each criterion.

#### 1. Discount Rate (70 points)

#### 2. Hourly Rate Breakdown (30 points)

Evaluation of pricing will be based on a relative pricing formula using the rates set out in

Appendix C - Rate Bid Form. And will be evaluated as per Section 3.3 'Rated Criteria'. Each group will be awarded independently. Each bidder will receive a percentage of the total possible points allocated to price for the particular bid grouping, by dividing that Bidder's price into the lowest bid price for that group. For example, if a bidder bids \$120K for a particular Project Group and that is the lowest bid price in that Project Group, that Proponent receives 100% of the possible points for that grouping ( $120/120 = 100\%$ ). A Bidder who bids \$150K receives 80% of the possible points for that Project Group ( $120/150 = 80\%$ ) and a Bidder who bids \$240K

receives 50% of the possible points for that Project Group (120/240 = 50%).

Lowest Rate

----- X Total available points = Score for submission with second-lowest rate

Second-lowest Rate

Lowest Rate

----- X Total available points = Score for submission with third-lowest rate

Third-lowest Rate

The cumulative score of the Bid Price and the Unit Cost Breakdown will be added for each group and the highest ranked score will be awarded.

Proponents will be ranked based on the highest score for pricing. Proponent with the highest score will be ranked first, followed by the respondent who offers the next highest discount, and so on.

The highest ranked proponent will be selected for negotiations in accordance with Part 4 – Terms and Conditions of the RFP Process. Since TCHC will select five (5) proponents, TCHC will also negotiate with the next four highest ranked vendors who will be offered the same discount rate and hourly rates. If a proponent does not wish to be awarded a spot on the qualified proponents list at these rates, TCHC will go on to negotiate with the next highest ranked proponent and, so on, until either up to five proponents have agreed to be on the qualified proponents list at the same rates as the highest ranked respondent or until TCHC is satisfied that its requirements have been met. Once the qualified proponents list is in place, work will be assigned to the proponents on a basis of location (ability to get to all 3-4 locations in a day). Proponent will be provided their group of stand-alone units and townhouses upon award of the contract. TCHC will endeavour to be as fair as possible in the assignment of work.

## SUBMISSION FORM D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last 3 years. Please note that none of the references are to be of any projects for TCHC or any of its affiliates.

TCHC reserves the right to contact the references to verify the information provided. Material differences between information provided by references and that on this form may result in disqualification unless a reasonable explanation is provided with supporting information.

### Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

### Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

### Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Email Address:	
Date Work Undertaken:	
Nature of Assignment:	



# SUBMISSION FORM F – LIST OF SUBCONTRACTORS

Complete this schedule providing all information requested on the schedule. If no subcontractors will be used on this project, print “Own Forces” on the first page and submit that page with the proponent’s submission. The proponent must advise TCHC in advance in writing of any intention to a change in subcontractors at any time during the contract. Note that TCHC reserves the right to reject any named subcontractor at its sole discretion.

Identify Subcontractors who will be used to execute portions of work to conform to the requirements of the contract documents. Subcontractors are required to declare litigation history with Toronto Community Housing or its subsidiaries.

---

**Subcontractor 1.**

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this subcontractor:

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Qualifications and experience of this subcontractor:

---

Subcontractors must declare if any litigation (past and present) or disqualification with TCHC.

Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with the submission by attaching details to this form, if applicable.

---

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**Subcontractor 2.**

Company	
---------	--

Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this subcontractor:

---

Qualifications and experience of this subcontractor:

---

Subcontractors must declare if any litigation (past and present) or disqualification with TCHC. Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with the submission by attaching details to this form, if applicable.

---

**Subcontractor 3.**

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this subcontractor:

---

Qualifications and experience of this subcontractor:

---

Subcontractors must declare if any litigation (past and present) or disqualification with TCHC. Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with the submission by attaching details to this form, if applicable.

---

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**Subcontractor 4.**

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this subcontractor:

---

Qualifications and experience of this subcontractor:

---

Subcontractors must declare if any litigation (past and present) or disqualification with TCHC. Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with the submission by attaching details to this form, if applicable.

---

I CONFIRM THAT I HAVE AUTHORITY TO BIND THE PROPONENT, AND ATTEST TO THE ACCURACY OF THE INFORMATION PROVIDED ABOVE IN SUBMISSION FORM F – LIST OF SUBCONTRACTORS;

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

# APPENDIX A – FORM OF AGREEMENT

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

## TORONTO COMMUNITY HOUSING CORPORATION Proposed Vendor Terms & Conditions

The following Vendor Terms & Conditions (the “Agreement”), entered into on the effective date of acceptance by the Vendor (the “Effective Date”), form the basis for any undertaking between Toronto Community Housing Corporation (“TCHC”) and the Vendor. This Agreement remains implicit with any transaction, purchase order, or other form of contractual arrangement between TCHC, its designated employees and agents, and the Vendor. The acceptance of this Agreement is expressly limited to the terms and conditions contained in this Agreement. TCHC’s acceptance of this Agreement is expressly conditioned on Vendor’s assent to any additional or different terms, from Vendor’s offer, contained in this Agreement.

### 1. DEFINITIONS

- 1.1 “Vendor” means Vendor and its agents, employees and sub-contractors.
- 1.2 “Deliverables” means any goods or services provided by Vendor pursuant to this Agreement.
- 1.3 “TCHC” means TORONTO COMMUNITY HOUSING CORPORATION.
- 1.4 “Shareholder” means the City of Toronto as the sole shareholder of TCHC.

### 2. ACKNOWLEDGEMENT

**2.1 ACTING AS CONTRACTOR:** The Vendor acknowledges acting strictly as an independent contractor under the law, and not as an employee of TCHC. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose. The Vendor, nor any employee or agent of the Vendor, shall hold themselves out as being or shall be construed to be employees or agents of TCHC. Vendor and its employees will not be entitled to any benefits, policy, programme or practice, including, but not limited to, vacation pay, holiday pay, health insurance, unemployment insurance, workers’ compensation insurance, and fringe benefit plan made available to employees of TCHC.

The Vendor shall comply with all requirements and obligations relating to its employees under federal and provincial law (or foreign law where applicable). The Vendor’s employees shall be paid exclusively by the Vendor for all work performed in relation to the Deliverables.

**2.2 VENDOR’S MATERIALS:** The Vendor agrees that TCHC shall not be liable for any loss of, or damage to, Vendor’s materials or equipment located on any property belonging to or managed by TCHC.

**2.3 POLICIES:** The Vendor and its employees and agents are required to comply with all applicable legislated or company rules, regulations, codes or other similar requirements, including policies of TCHC while engaged with or acting on behalf of TCHC, which can be provided to the Vendor upon request.

**2.3 TERM:** This Agreement does not offer or imply any commitment to purchase or otherwise transact with the Vendor. The term of this Agreement will be effective from the Effective Date as indicated on any subsequent Purchase Order or signed Contract, and shall, unless terminated pursuant to the termination provisions contained in this Agreement, terminate upon Vendor’s completion of all of its obligations contained in that Purchase Order or signed Contract. The acknowledgement or signing of this Agreement does not constitute an agreement to do business with TCHC, only to be accepted as a potential Vendor.

**2.4 COLLECTIVE AGREEMENT & UNION 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. For details refer to APPENDIX A (attached).

### 3. DELIVERABLES

**3.1 Deliverables ordered by TCHC in a purchase order, work order or other instructions (the “Purchase Order”) issued to Vendor shall be provided in a timely manner and invoiced in strict conformity with the Purchase Order. The Deliverables will at all times be provided in a professional and competent manner by persons qualified and skilled in their occupations.**

The Vendor shall provide all labour, materials, equipment, supplies and services required to produce the Deliverables as specified in this Agreement or related Purchase Order or signed Contract, including any unspecified labour, materials or supplies that could be inferred to be included within the scope of the Deliverables. All materials and supplies will be new and of the highest quality, to meet any required specifications.

The Deliverables provided pursuant to this Agreement shall be provided by the Vendor, including its employees, agents or sub-contractors as the Vendor deems necessary, provided that the Vendor shall not substitute alternatives for any of those persons named to TCHC, without the prior written approval of TCHC, which approval shall not be unreasonably withheld.

**3.2 MATERIAL SPECIFICATIONS:** The Vendor hereby warrants that the Deliverables comply with all provided plans and specifications (the “Contract Documents”) of TCHC, all applicable codes and standards, including but not limited to union requirements, health and safety hazardous materials, and all authorities having jurisdiction unless noted otherwise. No payment on account shall operate as an

approval and/or acceptance of the Deliverables. Shop drawing approval is required prior to fabrication of material, unless otherwise agreed to in writing by TCHC.

**3.3 INSPECTION:** All Deliverables shall be subject to a reasonable period for inspection, examination and testing by TCHC staff or duly appointed representatives prior to acceptance by TCHC. Any Deliverables reasonably determined by TCHC, in its sole discretion, to not be in accordance with this Agreement or applicable Purchase Order or signed Contract shall be corrected or replaced immediately by the Vendor at no additional cost to TCHC.

At the end of the term of this Agreement, TCHC reserves the right, within a reasonable period of time, to inspect the property and the work for any damages or deficiencies. Final payment to the Vendor is subject to TCHC's satisfactory inspection, and any cost to rectify any legitimate damages caused by the Vendor shall be deducted from the Vendor's final invoice, and any remaining amounts shall be due to the Vendor within thirty (30) days.

**3.4 PRODUCT RETURN:** If applicable, there shall be no fees (i.e. ,restocking, inventory or other) associated with TCHC returning Deliverables, if such return occurs within thirty (30) days of the date the Deliverables were delivered to TCHC, or if the Deliverables are found to not meet its desired purpose, as solely determined by TCHC, acting reasonably.

**3.5 SCOPE OF WORK:** The Vendor agrees that the Deliverables will be completed in accordance with the terms of this Agreement and to the specifications of Vendor's quotation, the Contract Documents, the Purchase Order, or signed Contract, and any provided Schedules thereto, including but not limited to, the provided Scope of Work, agreed-to Pricing, and Service Level Agreement.

**3.6 ORDERING:** Notwithstanding anything to the contrary herein, TCHC may, from time-to-time, in writing, approve the increase or decrease of the quantity or change in specifications of the Deliverables originally ordered (the "Change Order"). If the change requires a subsequent change in the price or timing of the Deliverables, the Vendor must immediately notify TCHC in advance of TCHC executing any applicable Purchase Order or Change Order; and such changes shall be subject to TCHC's prior written approval.

**3.7 TITLE:** All Deliverables performed hereunder will be performed by Vendor on a "work-for-hire" basis and all right, title and interest in the Deliverables are hereby vested in Vendor at the time such Deliverables are created. Without limiting the foregoing, Vendor hereby assigns to TCHC all right, title and interest in all Deliverables, including all interim versions of Deliverables and all associated documentation. Vendor and its personnel will execute reasonably necessary documents to evidence TCHC's rights in the Deliverables.

**3.8 OWNERSHIP OF MATERIAL, COPYRIGHT:** All working papers, materials, products, concepts, presentations, data, reports appendices, photographs, drawings, templates, spreadsheets and databases and any other documents, or other property arising out of or produced in the performance of this Agreement (hereinafter called the "Work") shall upon completion of the Work and its submission to TCHC become the exclusive property of TCHC, and TCHC shall have ownership of all copyright thereto and intellectual property therein, and moral rights thereto and all patents, trademarks and industrial designs arising therefrom.

No further fees or royalties shall be payable and no infringement of copyright shall occur by virtue of any use or modification of the Work by TCHC, or by any use TCHC may make of the Work provided in subsequent Vendor's work,, or use in any other fashion.

Solely for the purpose of the *Copyright Act*, the Vendor acknowledges that the Work has been or shall be prepared under the direction and control of TCHC.

The Vendor waives any and all moral rights in the Work. Without limiting the generality of the foregoing, TCHC may, without any restriction whatsoever, make such modifications to or use of the Work as it deems necessary and may allow others the use of the Work or modified Work as it deems necessary.

The Vendor agrees not to present the Work and data and not to publish or present papers deriving from the Work under this Agreement, including, but not limited to, publication in professional journals or professional conferences, without first obtaining TCHC's written consent, which consent may be unreasonably withheld.

The Vendor warrants that all of the Work shall be original and not copies and shall not contain any inappropriate materials or content.

**3.9 DELIVERY CANCELLATION:** Failure of the Vendor to provide the Deliverables in a timely manner or by the date specified in this Agreement or the Vendor's Quotation or in the applicable Purchase Order or signed Contract will give TCHC the right to immediately terminate this Agreement or such applicable Purchase Order or signed Contract at no cost, obligation, or penalty to TCHC.

## 4. PRICING & PAYMENT

**4.1 PRICING:** Pricing will remain in effect for the length of the applicable quote or contract as described in any signed Contract or Purchase Order. TCHC may request that the Vendor adjust any pricing under this Agreement to the Vendor's lowest quoted price to any other customer for the period in effect based on similar size or volume.

Vendor's prices shall be deemed to include all required shop drawings, certifications, and quality control specified in the Contract Documents.

No fees or expenses for any additional work beyond the provision of the Deliverables will be considered unless pre-approved in writing by TCHC by way of a Purchase Order or a Change Order.

**4.2 PAYMENT TERMS:** Invoices shall include a detailed, itemized statement of all charges for which payment is sought, and must include the Purchase Order number, and specify the date each service was rendered, and shall be delivered on a schedule as agreed between TCHC and the Vendor, or if not specified within five (5) days of the delivery of the work. If requested, the Vendor will provide invoices in an electronic format, either scanned or in a data file suitable for TCHC's use. **No payment will be issued without a valid TCHC Purchase Order number.** Payment terms are thirty (30) days from date a proper invoice is received at the TCHC address listed below. No payment will be made to Vendor for Deliverables, including any materials or services, not delivered in accordance with the job specifications.

Vendor is solely liable for and shall pay for all materials furnished and labour performed by its subcontractors and suppliers. **Absolutely no payments will be issued for invoices submitted more than 180 days after the date the work was delivered.**

**Detailed backup documentation to support amounts claimed on invoices may be requested by TCHC at any time. Failure to provide sufficient backup documentation may result in a delay or refusal to make payments for invoices received by TCHC until such time as the Vendor is able to furnish valid backup supporting documentation.**

**4.3 TAXES:** Vendor assumes liability for any and all taxes, fees, duties, withholdings or similar charges, whether domestic or foreign, including, without limitation federal, provincial and local taxes, value-added-taxes, goods and services taxes, property taxes or other governmental charges. The price for the Deliverables is exclusive of HST and inclusive of any PST, and taxes must be separately stated on the related invoice.

**4.4 PAYMENT OFFSET:** TCHC may deduct from any amounts due or to become due to Vendor, any sum or sums owing by Vendor to TCHC, including compensation for any breach by Vendor of any part of this Agreement, or to TCHC discharging any liens by the Vendor or by any of the Vendor's sub-contractors. Additionally TCHC shall have the right to request and receive from Vendor satisfactory proof that Vendor's Workplace Safety and Insurance Board ("WSIB") premiums have been paid and, to the extent that any such premiums are outstanding, TCHC shall have the right to deduct from any amounts due or to become due to Vendor, any Vendor WSIB premiums that are outstanding and have not been paid by the Vendor directly to WSIB at the time of payment of the Vendor's invoice. Notwithstanding the foregoing, Vendor acknowledges that payment of its WSIB premiums is Vendor's responsibility alone and Vendor hereby agrees to indemnify TCHC for any losses, costs, claims or damages incurred by TCHC resulting in whole or in part from Vendor's non-payment of its WSIB premiums.

## 5. INSURANCE

5.1 Prior to performing work on any TCHC building or equipment, the Vendor shall immediately provide TCHC with the following:

- a) An Employer's Clearance Certificate confirming employees of the Vendor providing Deliverables pursuant to the Purchase Order or signed Contract are covered by WSIB insurance or equivalent legislative compensation scheme in the jurisdiction where Deliverables are provided for the specified term of the Purchase Order or signed Contract;
- b) A signed certificate of insurance from an insurance company licensed to conduct business in the Province of Ontario confirming the Vendor has in place for the term of the Agreement or Purchase Order commercial general liability insurance in an amount not less than five million dollars (**\$5,000,000**) inclusive per occurrence for personal injury, bodily injury, death and property damage, with a deductible of not less than one thousand dollars (\$1000), and an annual aggregate limit of five million dollars (\$5,000,000) or greater, if stipulated;
- c) When required, a certificate of insurance confirming the Vendor has in place for the term of the Agreement commercial automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with a minimum bodily injury (including death) and property damage (including loss of use) limit of two million dollars (**\$2,000,000**) inclusive, per occurrence;
- d) **When requested**, a certificate of insurance confirming the Vendor has in place for the term of the Agreement Employee Dishonesty/Crime insurance which includes third party coverage in the amount of one million dollars (\$1,000,000);
- e) Vendors supplying professional or consulting services must provide proof of professional errors and omissions coverage with a limit of five million dollars (**\$5,000,000.00**) inclusive, or greater, if stipulated; and/or
- f) When required, Vendor shall provide an appropriate Performance Bond, which shall be held by TCHC for the duration of the Agreement.

TCHC shall have the right to reasonably require additional types of insurance coverage(s) or increased coverage limits as it deems necessary or as required by its Shareholder.

The Vendor may elect to not obtain the commercial automobile liability insurance only if it intends to rely solely on its employees to use their own personal motor vehicles for the purposes of carrying out the Deliverables. In which case, the Vendor hereby agrees to fully indemnify and hold harmless TCHC, its directors, officers, appointees, employees and agents, the Vendor will be solely responsible for any and all loss, damage, bodily injuries including death, that the Vendor's employee(s) sustains or causes to a third party, which is, whether in whole or in part, caused by the use of their personal vehicles.

As additional insureds, the certificate(s) must specifically refer to "**Toronto Community Housing Corporation, as well as its respective subsidiaries, related entities, affiliates, partners, members, managers, directors, officers, employees, agents and representatives.**" All of the above-identified policies of insurance shall provide for a waiver of any right of subrogation of the insurers against TCHC. The required insurance may not be cancelled without thirty (30) days prior written notice to TCHC.

All insurance policies shall constitute primary coverage and not merely coverage in excess of, or co-coverage with, any insurance otherwise available to TCHC and shall contain cross-liability and severability of interest provisions.

All certificates must be provided to TCHC or its designated agent in advance of any work beginning. Expired certificates will be cause for TCHC to immediately cease all transactions with the Vendor, and withhold any amounts necessary to pay workers' compensation premiums directly to the appropriate authorities.

Vendor may not engage any sub-contractor unless previously specified and noted in the applicable Contract Documents. Vendor must ensure that the sub-contractor has equal insurance coverage as specified above and meets all of the stated requirements, including insurance, licenses, and training. TCHC reserves the right to reject any proposed sub-contractor at its sole and absolute discretion.

## 6. HEALTH AND SAFETY

**6.1 CO-ORDINATION:** Vendor represents and warrants that it accepts the duties and responsibilities for coordination of health and safety for itself and those for whom it is in law responsible in accordance with provincial Workplace Safety and Insurance Board and occupational health and safety regulations relative to the Deliverables being performed.

**6.2 LICENSES:** Vendor represents and warrants that, on behalf of Vendor and each of its agents, employees, sub-contractors and representatives, that it has all training licenses and certifications required or necessary with respect to providing the Deliverables under this Agreement, or related Purchase Order or signed Contract.

**6.3 TRAINING:** Vendor agrees and confirms that all Vendor agents, employees, sub-contractors and representatives have been duly trained for the tasks assigned and hold valid licenses and/or certifications for the trade. Vendor must provide proof of training, certification and licensing upon request and any non-conforming personnel must be removed from the assignment and performance of Deliverables immediately. Any breach of this section by Vendor will be deemed a material breach of this Agreement and grounds for immediate contract termination.

**6.4 INCIDENTS:** The Vendor shall immediately advise TCHC of any accidents, personal injuries, damages or incidents occurring, incurred or encountered in providing the Deliverables, and will promptly complete and submit any necessary incident reporting documentation provided or requested by TCHC.

**6.5 ENVIRONMENTAL REQUIREMENTS:** Vendor will comply with all applicable environmental laws and regulations, including without limitation any waste, recycling, electric and electronic equipment regulations. Vendor shall use Eco-logo or Green products whenever commercially available. To the extent required by TCHC, Vendor shall provide the Deliverables in accordance with TCHC's environmental policy, and abide by LEED or BOMA Building requirements if Vendor is providing Deliverables to a LEED or BOMA certified property.

**6.6 MSDS SHEETS:** Current Material Safety Data Sheets ("MSDS") must be provided at the job site to TCHC for all products used by the Vendor on TCHC property as required by Workplace Hazardous Materials Information Systems Regulations ("WHMIS") or any other similar or replacement regulations or legislation.

**6.7 HAZARDOUS MATERIALS:** No hazardous materials (including but not limited to caustic, pressurized, or explosive materials) may be brought on to a TCHC site without prior review and approval by a designated TCHC employee. No hazardous materials may be left unattended during the period of work, or left unsecured overnight or on non-business days. No hazardous material may be disposed of or abandoned at the site.

**6.8 ASBESTOS:** In the event that Type 2 or 3 asbestos is encountered during construction, the Vendor shall immediately cease work and notify a TCHC representative.

**6.9 CLEAN-UP:** The Vendor shall maintain the work area in a tidy condition and free from the accumulation of waste products and debris, other than that caused by TCHC. Upon completion of the Work, the Vendor shall remove from the site products, tools, construction machinery, and equipment brought onto the site by Vendor or its subcontractors. If the Vendor fails to comply with its obligations under this paragraph, TCHC may remove the debris and other items and charge the Vendor the full cost of such removal including an overhead charge of 15%.

**6.10 FIRE PROTECTION:** The Vendor shall take all necessary precautions in connection with providing the Deliverables to prevent the possibility of fire, including the use of fire resistant sheets to protect adjoining areas, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents.

The Vendor shall at all times, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents keep a suitable portable fire extinguisher within three (3) metres of the operation.

The Vendor shall ensure that all rags and waste containing oil, grease or other inflammable materials are stored in an approved metal container and are removed from the site at the end of each working day.

**6.11 CUTTING AND PATCHING:** The Vendor shall not undertake any cutting, coring, drilling, grinding or the like of any portion of the building envelope or structural elements, other than those indicated in the signed Contract or Purchase Order without prior written approval of TCHC and in cases where such permission is granted, the Vendor, before commencing to cut any structural member, must provide adequate supports and precaution and install a structurally acceptable alternate system.

**6.12 SECURITY CLEARANCE:** Upon request by TCHC, the Vendor agrees to provide at its own cost, criminal background checks on agents, employees, sub-contractors and representatives that are providing the Deliverables on a TCHC site. Failure to provide such background checks within fifteen (15) days of TCHC's request will result in the termination of the Agreement at no cost or penalty to TCHC. Any personnel that do not possess a satisfactory background check will be barred from performing the Deliverables at TCHC's sole and exclusive discretion.

**6.13 AODA ACCESSIBILITY REQUIREMENTS:** Vendor must strictly comply with the 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 Agreement entered into with TCHC. Failure to comply with the AODA, may result in the immediate termination of any Agreements entered into with TCHC.

If requested, Vendors engaging in business with TCHC 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 is provided and the number of attendees. TCHC reserves the right to require Vendors, at their own expense, to amend their accessibility policies, practices and procedures if TCHC deems them not to be in compliance with the requirements of the AODA.



**6.14 EMERGENCY RESPONSE PLAN:** If applicable, Vendor agrees to provide to TCHC a current Emergency Response Plan (ERP) outlining 24 hour/7 days/week contact phone numbers and emergency response contingency plans. A copy of this plan must be available and accessible on an accessible web site. TCHC shall not be obligated to follow or make use of this plan.

**6.15 BUSINESS CONTINUITY PLAN:** If applicable, Vendor agrees to provide at TCHC request a working business continuity plan ("BCP") outlining redundant systems, back-up, secondary and recovery programs to TCHC.

## 7. VENDOR RESPONSIBILITIES

**7.1 SUPERVISION:** The Vendor shall provide reasonable supervision, in accordance with industry standards, to its representatives at all times while the representatives are performing the Deliverables on property owned by or managed by TCHC.

**7.2 IDENTIFICATION:** Vendor agrees and confirms that all Vendor agents, employees, sub-contractors and representatives will carry the required TCHC identification badges and properly display them at all times while on TCHC property. When required, Vendor will also ensure Vendor vehicles will be appropriately branded and carry the correct markings including Vendor name and registration numbers (e.g., TSSA number). All TCHC provided badges will be returned to TCHC immediately upon completion of the contract or job. Vendor shall be financially responsible for all lost or unreturned badges.

**7.3 CONFIDENTIALITY:** The Vendor, its partners, directors, officers, appointees, employees, agents, contractors, sub-contractors and volunteers, both during and following the term of this Agreement:

- Shall treat as confidential and secure all material and information that is the property of TCHC and in the possession or under the control of the Vendor pursuant to this Agreement; and
- Shall not, directly or indirectly, disclose or use any material or information belonging to TCHC pursuant to this Agreement, without first obtaining the written consent of TCHC for such disclosure or use.

Without limiting the generality of the foregoing:

- The Vendor shall not use information acquired through the performance of this assignment to gain advantage in any other project or undertaking irrespective of the topic, scale, or scope of such projects or undertakings; and
- The Vendor shall not disclose or use any privileged information that TCHC cannot or may not wish to disclose or use under the *Municipal Freedom of Information and Protection of Privacy Act*.

Upon receipt of a written request from TCHC, the Vendor shall deliver forthwith to TCHC all material and information specified in the request that is the property of TCHC and in the possession or under the control of the Vendor. No copy or duplicate of any such material or information delivered to TCHC shall be retained by the Vendor without the prior written approval of TCHC; provided that the Vendor may retain one copy of any material or information for the purpose of defending its work product. The Vendor shall not destroy any material or information which is the property of TCHC without prior written approval.

Vendor's obligations under this Paragraph shall survive the termination or cancellation of this Agreement.

**7.4 PRIVACY:** Vendor is required to comply with all relevant privacy legislation. The Vendor understands and agrees that this Agreement and any materials or information provided to TCHC through the performance of this Agreement may be subject to disclosure by TCHC pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, or otherwise.

**7.5 RELEASE OF INFORMATION:** Vendor shall not publish, distribute, or use any information developed under or about the existence of this Agreement, or use TCHC's name, logo or trademark for the purpose of advertising or for products or service endorsement without TCHC's prior written approval. Vendor's obligations under this Paragraph shall survive the termination or cancellation of this Agreement.

**7.6 LIENS:** Vendor agrees to keep TCHC's property free and clear of all liens, claims, and encumbrances arising from the performance of this Agreement by the Vendor or its sub-contractors. The Vendor shall discharge and vacate forthwith any liens or claims placed against property (real or personal) of TCHC as a direct or indirect result of the Work. The Vendor shall not be entitled to payment of the contract price or any part thereof until any and all liens arising out of or referable to or in connection with the Work, including all construction liens, and any right to such liens have expired or been vacated or discharged. The Vendor shall be solely responsible for and indemnify and save harmless and defend TCHC and its subsidiaries, related entities, affiliates, partners, members, managers, directors, officers, employees, agents and representatives employees thereof from and against any and all such liens and rights thereto. Upon completion and final acceptance by TCHC of the Deliverables, or upon termination of this Agreement, if deemed necessary by TCHC in its sole and exclusive discretion, TCHC may withhold any amounts due or payable to Vendor until receipt of a fully executed general release of all claims by Vendor and a lien release on behalf of Vendor, its sub-contractors and suppliers. The Vendor shall include a provision satisfying the requirements of this Paragraph in all sub-contracts of Vendor under this Agreement.

**7.7 UNDUE INFLUENCE:** TCHC's policy is that its employees may not accept gifts, entertainment, or other gratuity (collectively, "Gratuity") from anyone contracted with, or seeking to contract with TCHC other than customary business courtesies that are reasonable in frequency and value. Vendor represents and warrants to TCHC that neither Vendor (including any of its agents, employees or representatives) nor any subcontractor has or will: a) provide, attempt or offer a Gratuity to any employee or agent of TCHC; b) solicited, accepted or attempted to accept any Gratuity; or c) included directly or indirectly the amount of any Gratuity in the price applicable to any order or subcontract under this Agreement.

A breach of this paragraph by the Vendor, in TCHC's sole and absolute discretion, shall entitle TCHC to immediately terminate this Agreement, in addition to any other remedies that TCHC has in this Agreement, in law or in equity.

**7.8 CONFLICT OF INTEREST:** The Vendor, any of the Vendor's advisors, partners, directors, officers, appointees, employees, agents, contractors, sub-contractors and volunteers shall not engage in any activity or provide any services to TCHC or to any person, group or organization funded by TCHC, where such activity or the provision of such services creates, actually, potentially, or perceivably, in the sole opinion of TCHC, a conflict of interest with the provision of Deliverables pursuant to this Agreement.

The Vendor acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of TCHC relevant to the Deliverables where TCHC has not specifically authorized such use.

The Vendor shall disclose to TCHC without delay any actual or potential situation that may be reasonably interpreted as a conflict of interest, potential conflict of interest or perceived conflict of interest.

A breach of this paragraph by the Vendor shall entitle TCHC to immediately terminate this Agreement, in addition to any other remedies that TCHC has in this Agreement, in law or in equity.

**7.9 DATA:** Upon request from TCHC, Vendor agrees to provide TCHC with detailed information of all invoiced transactions on a monthly basis in a suitable electronic format.

**7.10 WARRANTY:** Vendor represents and warrants that it has authority to enter into this Agreement and to perform its obligations. Vendor represents and warrants that the Deliverables delivered pursuant to this Agreement shall be new, free from defects in workmanship, materials, and design and shall strictly conform to all the requirements of this Agreement. Vendor further represents and warrants that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards for the industry. These warranties shall survive final acceptance and payment. TCHC may elect to require Vendor to repair, replace, or reimburse that portion of the Deliverables or price (as the case may be) for nonconforming materials or finished product or service. In the case of services, TCHC may elect to require Vendor to correct the defective services at no cost or reimburse the amounts paid for such services. Vendor represents and warrants that any Deliverables furnished under this Agreement meet and comply with any and all applicable local, provincial and federal regulatory standards and/or regulations.

If the Vendor fails or refuses to repair, replace, correct or reimburse TCHC pursuant to its warranty obligations, TCHC may correct or repair with similar Deliverables or services and charge the Vendor for the costs incurred by TCHC in doing so, or may backcharge those costs from the price of the Agreement.

**7.11 INDEMNIFICATION:** The Vendor shall defend, indemnify and hold harmless TCHC, its its subsidiaries, related entities, affiliates, partners, members, managers, directors, officers, employees, agents and representatives from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever including death, property loss, damage and expenses, costs of litigation and counsel fees related thereto, sustained by the Vendor or its subsidiaries, and their directors, officers, appointees, employees, agents, contractors, sub-contractors, volunteers or any other third party that is in any way attributable to anything done or omitted to be done by the Vendor in any way related to this Agreement.

The foregoing indemnity applies to all acts of the Vendor and its sub-contractors, and respective agents and employees.

This indemnity shall survive the early termination or the expiry of the term of this Agreement.

Vendor shall ensure and confirm to TCHC that any subcontract agreement includes an indemnification in favor of TCHC as set forth above.

## 8. TCHC RIGHTS

**8.1 TERMINATION FOR DEFAULT:** TCHC may terminate this Agreement, in whole or in part, immediately upon Vendor's: (a) breach of this Agreement, with such breach not being cured within five (5) business days from delivery of written notice of breach; (b) failure to make progress, which in TCHC's sole, but reasonable, discretion may endanger performance of this Agreement; or (c) failure to provide adequate assurance of future performance. In the event of partial termination, Vendor is not excused from performance of the non-terminated balance of Deliverables under this Agreement. In the event of Vendor's default hereunder, TCHC may exercise any and all rights it may have under law. Vendor's specified obligations under this Agreement shall survive such termination.

If the Agreement is terminated in whole or in part due to Vendor default as outlined above, the Vendor shall be liable for TCHC's excess re-procurement costs and any premium costs associated with completion of the Deliverables.

**8.2 TERMINATION FOR FINANCIAL RISK:** TCHC may terminate this Agreement immediately in the event of: a) the appointment, with or without Vendor's consent, of any trustee, liquidator, assignee, custodian, sequestrator or receiver for any substantial portion of Vendor's assets; b) proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Vendor; or c) Vendor's admission of inability to pay its debts generally as they come due.

**8.3 TERMINATION FOR CONVENIENCE:** TCHC may terminate any commitment or agreement and any applicable Purchase Orders or other related contracts for convenience upon thirty (30) days written notice to the Vendor. Convenience includes, but is not limited to change in budget, change in need, change in policy, availability of resources, or environmental consideration. Vendor will be paid for any Deliverables which are properly performed or delivered prior to the termination date. On or before the termination date, Vendor will return any and all property owned by TCHC, including completed and in progress Deliverables, in whatever form or medium, to TCHC at no additional cost to TCHC beyond the contract price.

In case of termination for convenience by TCHC of all or any part of this Agreement, the Vendor may submit a claim to TCHC within 60 days after the effective date of termination for fees owing for Services provided prior to the effective date of such termination. In no event shall TCHC be obligated to pay the Vendor any amount other than those set by this Agreement for Services provided prior to the date of such termination. The provisions of this article shall not limit or affect the right of TCHC to cancel this Agreement for default.

**8.4 AUDIT RIGHT:** Vendor will maintain and retain complete and accurate records and documents pertaining to this Agreement and the furnishing of Deliverables to TCHC. TCHC will have access to (a) the records of Vendor, including all support documentation for the purpose of verifying any and all charges billed to TCHC under this Agreement; and (b) the records of Vendor relating to the Deliverables.

Vendor will cooperate with TCHC by providing TCHC with access to Vendor's records promptly (within 10 business days) following TCHC's written request. The examination of such records will be conducted at Vendor's place of business, or such other mutually agreeable location, at expense borne by TCHC. Should a material discrepancy in pricing or invoicing arise (greater than 10% variance), all costs of the audit shall be borne by the Vendor and the amount of the discrepancy shall be refunded to TCHC within thirty (30) days. Vendor will retain such records for a period of five (5) years from the date of completion of the Deliverables.

**8.5 SUSPENSION OF WORK:** TCHC may, by written order, suspend all or part of the work to be performed under this Agreement for a period not to exceed one-hundred (100) days. Within this time period, TCHC may (i) cancel the suspension of work order; or (ii) terminate the Agreement in accordance with either the Termination for Convenience, Termination for Financial Risk, or Termination for Convenience clauses above.

The Vendor shall resume work whenever a suspension order is canceled. TCHC and the Vendor shall negotiate a reasonable and equitable adjustment in the price or schedule where performance resumes and there is a material change in the Vendor's performance costs or the Vendor's ability to meet the delivery schedule. The Vendor must submit a claim to TCHC in writing within twenty (20) days of the suspension order being canceled otherwise no claim will be accepted by TCHC.

**8.6 BID PERFORMANCE EVALUATION:** Pre-qualified vendors will be subject to ongoing periodic review as to the vendor's bid (RFQ) performance. Each bidder will be evaluated based on number of submissions made, and the relative pricing submitted in comparison to the overall roster. Poor bid performance, including lack of submissions or excessive pricing may result in the vendor's suspension from participation in TCHC projects.

**8.7 PERFORMANCE REVIEWS:** The Services to be provided by the Vendor will be subject to periodic review under TCHC's "Contractor Performance Evaluation" (CPE) program to ensure that the Services are performed in accordance with the contracted specifications and TCHC's policies. The results of the CPE reviews will be shared with the Shareholder and other City of Toronto Agencies' purchasing departments. Performance records shall be maintained and shall be considered in future procurement decisions. Poor performance may result in suspension from participation in TCHC projects in accordance with TCHC's Vendor Disqualification Protocol.

## 9. MISCELLANEOUS

**9.1 TIME:** Time is of the essence and the Vendor's performance of its obligations pursuant to this Agreement must meet schedules, dates and deadlines set by TCHC and/or TCHC will be entitled to reasonable damages as a result of such failure.

**9.2 FORCE MAJEURE:** Notwithstanding that time shall be of the essence with respect to Vendor performance, neither party will be liable to the other for damages for failure to carry out this Agreement when the failure is due to strikes, lockouts, fires, floods, earthquakes, or other natural disasters, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. A party affected by such an event will immediately notify the other, describing the event and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event. Notwithstanding, if Vendor is unable to timely honor the Agreement, TCHC will be entitled to terminate this Agreement effective upon date of notice. Or, in the alternative, TCHC may elect to seek Deliverables from another vendor without penalty and those Deliverables will count towards any volume requirements that TCHC has committed to purchase.

**9.3 SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such term or provision will not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision will be deemed modified to the minimum extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

**9.4 CONFLICT:** In the event of conflict between any term(s) of this Agreement with any term(s) in a Vendor standard form contract or contained on a Vendor invoice, quotation, purchase order or work order, the terms of this Agreement shall govern.

**9.5 WAIVER:** Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur.

**9.6 SURVIVABILITY:** In addition to those sections expressly noted for survival herein, other sections of this Agreement, which by their nature are intended to or could reasonably be expected to extend beyond termination, will survive any expiration or termination of this Agreement for any reason.

**9.7 GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the applicable laws of the Province of Ontario, Canada. The venue for resolution of all disputes arising from this Agreement shall be the Courts located in the city of Toronto in the Province of Ontario.

**9.8 ATTORNEYS' FEES:** In the event of dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.

**9.9 DISPUTES:** Any disputes arising under or relating to this Agreement, other than claims relating to intellectual property rights, confidentiality covenants, and requests for injunctive relief prior to the appointment of the arbitrator, shall be referred to and resolved through final and binding arbitration.

Prior to the submission of the dispute to arbitration, the parties may elect to attempt to resolve the dispute through non-binding mediation and/or settlement negotiations. If the parties are unable to resolve the dispute through these alternatives methods within three months of the dispute arising, either party is entitled to refer the dispute mandatory arbitration.

Disputes involving less than five million dollars (\$5,000,000.00) may be resolved by a single arbitrator. Disputes involving more than five million dollars (\$5,000,000.00) shall be heard by a panel of three arbitrators.

The fees associated with mediation shall be paid equally by both parties. The fees associated with arbitration shall be paid equally by both parties until such a time as an award is decided. The successful party shall have any fees it has paid in association with the arbitration refunded by the unsuccessful party.

Pending the final resolution of any dispute, the Vendor shall proceed with performance of this Agreement and be paid by TCHC for amounts not in dispute. The resolution of any dispute by settlement negotiation, mediation, or mandatory arbitration shall be kept strictly confidential.

**9.10 E-BID SUBMISSION DEADLINES:** The Submission Deadline for electronic bid submissions, as specified in the RFP schedule, shall be a strict deadline with no exceptions. TCHC shall not be held responsible, nor bear any liability, for Proponents who fail to submit proposals by the Submission Deadline due to technical errors such as network failures, power failures, maintenance-related shutdowns, computer failures, internet browser compatibility, mistake, error, or for any other reason whatsoever.

**9.11 AMENDMENTS:** No agreement or any other understanding in any way purporting to modify the terms and conditions of this Agreement shall be binding upon TCHC unless agreed to in writing and signed by TCHC's authorized representative.

**9.12 COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the entire Agreement. A facsimile or electronic copy of this Agreement may be accepted as an original, and facsimile or electronic copies of the parties signatures may be treated as an original and admissible evidence of this Agreement.

**9.13 HEADINGS:** Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**9.14 ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and/or permitted assigns; provided, however, that Vendor may not assign this Agreement without the prior written consent of TCHC. TCHC may assign this agreement (for itself) in whole or in part without the consent of Vendor, but shall provide notice to Vendor of any such assignment prior to the date of assignment.

**9.15 NOTICES:** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via nationally recognized overnight courier at the addresses set forth beneath the parties' signatures below. The parties' addresses are listed at the bottom of this Agreement.

**9.16 LANGUAGE:** "The parties acknowledge that they require that this Agreement be drawn up in the English language only. *Les parties reconnaissent qu'elles ont exigé que laprésente convention soit rédigée en langue anglaise seulement.*"

## APPENDIX B – RFP PARTICULARS

TCHC has approximately 700 houses, ranging in age, size and condition. The majority of houses (approximately 640) are single family dwellings and the remaining are a mix of multi-unit or multi-resident style homes. These houses are located throughout the city. TCHC is seeking inspections on approximately 650 stand-alone homes.

TCHC is seeking consulting services to inspect each house with the intent to complete Building Condition Assessments in order to provide an inventory list of all building components and to provide recommendations for capital planning over a 30-year period. The buildings have an average age of over 60 years, and long-term capital planning is essential.

TCHC will divide its portfolio of stand-alone units and townhouses into five (5) groups upon award. To ensure capacity and to complete the work within an approximately 7-8 week timeline, TCHC intends to award one (1) group per consultant, for a total of five (5) consultants, and assign equal amount of stand-alone units and townhouses to each group/consultant, as possible. However, TCHC may adjust the count of stand-alone units/townhouses in any of the five groups during the assessment period. Each group will be awarded independently.

To meet schedule and timelines, TCHC will require that each consultant must consist of a minimum of three (3) individuals to carry out the assignment.

TCHC uses the iAuditor iPad application and Ameresco's Asset Planner (see Appendix B – iAuditor Information Sheet) to capture and store building condition assessment, and for short and long-term capital planning modelling. Proponents must own and maintain a sufficient number of Apple iPad3's complete with camera and Wi-Fi for use with Ameresco's Asset Planner and iAuditor software.

The consultant shall provide the services specified below.

### A. The Deliverables

The consultant shall inspect each stand-alone unit/townhouse in order to provide an inventory list of all building components inclusive of costing, as follows:

- Provide recommendations for capital planning over a 30-year period and a long-term estimate of financial capital needs of buildings to update data into a Long-Term Capital Planning Model.
- Provide recommendations with an emphasis on work actions required in the first five years of the capital planning window with repair or replacement cost in 2015 dollars that also includes:
  - high level, accurate and consistent data with detailed rationales for five-year capital planning.
  - annual budgeting of deferred maintenance and capital renewal work.
  - annual forecasting of capital work.

In addition, as further outlined below, the consultant shall submit the following:

- For each building, fill in all required data fields and upload the data from iAuditor to TCHC's capital planning software via wireless internet connection.

- For each building, produce a BCA report and a spreadsheet report generated directly from the iAuditor application for review by TCHC:
  - With all data in the BCA report and spreadsheet report matching the data that is uploaded to TCHC's capital planning software; and
  - With a summary write-up in each of the fields (General Building Description, Architectural Summary, Mechanical Summary, and Electrical Summary).

Following approval, the consultant shall complete the inspections for the group in which they have been awarded, and submit all the draft reports and spreadsheets as they become available for TCHC review. Following appropriate revisions, the final reports and spreadsheets will be submitted.

#### **A. Scope of Work – Methodology:**

The review methodology will be based on visual inspections and particular engineering investigative methods for all targeted elements. The consultant shall provide all resources to undertake the assignment as follows.

##### **General:**

The consultant shall carry out all aspects of the assignment:

- In a manner which minimizes disruption to residents and site operations, and with good staff liaison.
- With quality control of report findings.
- In conformance with the Occupational Health and Safety Act and Regulations.

The consultant shall inform TCHC immediately regarding any immediate life safety or hazardous situation discovered.

Recommendations are to be provided in accordance with codes, regulations and standards of any authorities having jurisdiction.

Where possible, the consultant shall use the latest edition of RS Means for estimating costs in order to help maintain standard costing and consistency. Cost estimates must reflect industry standards and reasonable engineering judgement.

TCHC staff will provide guidelines for costing of component repairs and replacement and component service life in order to ensure consistency in inspection and reporting.

## Disciplines and consultant Teams:

The consultant shall provide professional consulting services in the following disciplines:

- Architectural
- Structural
- Mechanical
- Electrical
- Building Envelope
- Life Safety

The consultant shall undertake the assignment with well-coordinated and experienced teams comprised of high-level senior specialists and experienced staff, including specialists in the following building and site components identified as individual components:

Discipline	Description
A. Substructure	includes, but not limited to foundation, basement construction
B. Shell	includes, but not limited to superstructure, exterior walls, roof, windows, exterior doors
C. Interiors	includes, but not limited to walls, floors, ceilings, partitions, room doors, kitchen, bathrooms, stairs, etc.
D. Services	includes, but not limited to plumbing, heating, fire protection, electrical
E. Equipment	includes, but not limited to appliances
F. Building Sitework	includes, but not limited to parking/driveways, pedestrian walkways, fencing, retaining walls, landscaping, lighting, etc.

The consultant is expected to carry a minimum of three (3) teams to meet the schedule which will be prepared by TCHC.

## Equipment

The consultant shall provide the necessary equipment for inspections (ie. flashlights, ladders, etc.), and wear the badges provided by TCHC while on TCHC properties.

The consultant will also be required to own and maintain a sufficient number of Apple iPad3's complete with camera and Wi-Fi for use with Ameresco's Asset Planner and iAuditor software. Training and support for iAuditor will be provided by TCHC. The data shall be provided in a format that is compatible with TCHC's capital planning software application to minimize data entry.

The consultant will be responsible to have all team members sign a confidentiality agreement and use of software agreement as provided by TCHC.

TCHC will also provide training to the successful Proponents on how to use iAuditor. Note that the consultant is responsible for providing their own suitable iPad with Wi-Fi for the training session.

## Inspections:

The consultant will inspect categories and components as shown in Appendix 1. TCHC will provide the consultant with a schedule that will consist of 3-4 houses per day for each of the consultant's three teams. TCHC will provide a keyholder to escort the consultant ("assessors") to each unit in order to conduct inspections.

The schedule will be based on one week on-site visit, and the second week to be used to finalize the data to ensure completion and submittal of final reports in a timely manner. This schedule continues until all buildings assigned by TCHC are complete, and final data are submitted. Assessors shall follow ASTM E2018-08 standards in conducting visual inspections (where warranted due to weather and denial of unit entry) and in conformance with Occupational Health and Safety Act and Regulations.

TCHC will provide feedback on any issues identified, and the consultant will be given the opportunity to address and correct problems found. If problems persist or are not resolved in a timely manner, TCHC has the right to reassign remaining audits to other approved consultants to ensure delivery of assessments in time and with the quality that meets TCHC standards.

The consultant (assessor) shall:

- Conduct buildings inspections as per the provided schedule and arrive in a timely manner to ensure the key holder can provide access to the unit. TCHC will provide approximately 1.5 hours for each on-site inspection and at minimal double that time in office to ensure TCHC standards and data quality are met.

In the event that entry into a unit is denied, make a record of the denial of entry and submit a weekly report to TCHC. At a minimum, the assessor is expected to take photos and report on the condition of all exterior components if it can be done in a safe and unobtrusive manner. Due to the nature of the buildings it is expected there may be some units that entry is denied.

- Inspect all building and sample site components (**Appendix 1**), noting the following:
  - The presence of debris, snow/ice and leaves in all areas to be inspected including the grounds surrounding the building (concrete sidewalks/exterior patios), decks, retaining walls and exterior driveways. The assessor shall report obstructions to audits due to weather conditions in their report.
  - All Building, Electrical and Gas code violations and anomalies where observed and recommend the cost of corrective work for those with life-safety implications requiring immediate attention or priority attention in the first year.
  - Any presence of mould.
  - Based upon the findings of the visual inspections, recommend non-destructive and other testing, as required, to ascertain existing conditions where appropriate. Additional costs for further investigation will not be incurred without written consent from TCHC.

**Data:**

- All data and photographs must be entered in the iAuditor iPad application. The assessor must have acceptable iPad tablets and a wireless internet connection to initiate and complete the process.
- The iAuditor application enables assessors to enter all required data in a structured format to ensure it can be imported into TCHC's capital planning software. Data can be entered on the iPad while on-site or after the site visit.
- Assessors can take photographs directly with the iPad from within the iAuditor application and the photograph will be automatically linked to the appropriate component and replacement/deficiency.



- When the assessment is complete, the data and photographs will be uploaded via a wireless connection to TCHC's capital planning software.
- TCHC will provide training and technical support for iAuditor and the upload process.

For each building, site and garage if present, the assessor shall fill in all required data fields and take all required photographs and upload the data from iAuditor to TCHC's capital planning software via wireless internet connection, including:

- Photograph of each building façade (a photograph of the front elevation is required).
- Summary description of the assessed component category identifying the significant elements per work component that may impact the building's overall condition, functionality and operation within 10 years.
- Identify the following information for each piece of equipment or building component where possible:
  - Does the component exist?
  - Description - type and location,
  - Commentary – Further explanation of any issues
  - Normal life expectancy (repeat years).
  - Present age (last major action year).
  - Estimated year and cost of replacement or major repair.
  - Description of work required to return the component back to a good state of repair.
  - Note other relevant factors affecting the performance of the asset, such as obsolescence, regulatory changes, and downtime.
- Photograph of each piece of equipment or building component where possible as well as a photograph to corroborate descriptions of significant elements or identified problem areas.
- Answer a series of “priority questions” regarding each work action, selecting from a drop down menu for each of the following categories:
  - Overall Condition
  - Life Safety
  - Code Related
  - Risk of Building Shutdown
  - Urgency of Action
  - Energy & Efficiency
  - Action Type
  - Existence of Mould

Within the data entered in the iAuditor fields, the assessor shall include and consider the following:

- Identify all components which exist in the facility, discuss and make recommendations on capital requirements required over a 30-year projected period based on the existing conditions, life expectancy, functionality, capital replacement, repairs and improvements required over that period. Emphasis is to be placed upon the first 5-year period including an executive summary prepared on that basis.
- Clearly describe cost assumptions. Costs are expected to include investigative work related to scope, design and engineering required prior to undertaking the work for each component. If preliminary studies are required, they shall be added as a separate line in the data as “Study” listing the original component system to be reviewed. Other general costs such as taxes will not

be included. Unless otherwise specified, the replacement cost will reflect the cost to remove, dispose, and replace and will be based on replacement with the same type of component. All costs will be in 2015 dollars and will not include soft costs.

- Where possible, use the latest edition of RS Means for estimating costs in order to help maintain standard costing and consistency. Cost estimates must reflect industry standards and reasonable engineering judgment.
- Base life expectancy for replacement of building components on industry standards for average conditions, design, quality of materials and installation workmanship, maintenance level related to pertinent components by building typology and its occupant characteristics.
- Do not use repair contingency or allowances for components inspected but rather give the best estimate of full replacement and/or major repair cost of the item reviewed.
- Report and comment on the presence of mould within the component being reviewed.
- Avoid the use of repetitive phraseology. TCHC is looking for specific comments on each individual site.

No sampling and extrapolation will be done by the assessor. Photographs shall be used to corroborate descriptions of significant elements or identified problem areas.

### **Reports and Data Upload**

- Once the data and photographs are complete in the iAuditor iPad application, the assessor will upload the data and photographs to TCHC's capital planning software via wireless internet connection for TCHC's review.
- Once TCHC notifies the assessor that the data is acceptable, the assessor will use the iPad application report function to produce two reports:
  - an individual spreadsheet for each house showing 30-year needs and costs; and
  - a PDF report with photographs and all text.
- The assessor will then combine those reports with copies of results/reports of any testing carried out as a part of this project, and submit to TCHC for review and approval.
- Following appropriate revisions, the assessor is to complete final reports and submit to TCHC in a timely manner of no later than 2 weeks after the site visit.

The consultant shall provide:

- Electronic copies of the Draft Reports.
- Electronic copies of all the Final Report content, documentation and presentations in the following software standards:
  - documents in Adobe PDF format.
  - spreadsheets in Excel 2000 or higher and copy in PDF format.
  - photographs in .jpeg files.

Delivery of electronic copies of the report are to be determined between TCHC and the consultant.

### **Timelines and Milestones:**

The following timeline is approximate and subject to change. The consultant is accountable to TCHC and shall be diligent in carrying out this assignment in order that the project is completed on budget and on schedule.

Contract award (approximately)	<b>End of October 2015</b>
Training Session (To be confirmed)	<b>To be confirmed upon contract award</b>
Inspection start date (Estimated)	<b>Beginning of November 2015</b>
Submission of all reports and spreadsheets	<b>Ongoing no later than 2 weeks after scheduled site visit</b>
TCHC to provide comments on draft reports and spreadsheets	<b>Ongoing</b>
Submission deadline of all final reports and spreadsheets	<b>December 24, 2015</b>

## Appendix 1 - Sample Components for Stand-alone Units and Townhouses

Category	Definition
A10 - Foundations	Foundations include all buried structural elements supporting columns, walls, framed floors & roof, i.e. spread footings, piles & pile caps, concrete or masonry walls below grade on strip footings, ground supported raft slabs, drainage & damp proofing.
B10 - Superstructure	Superstructure includes all structural elements above the foundations at ground level to form the building frame, i.e. columns, beams & load bearing walls, floors & roof, 1st. floor slabs-on-grade, canopies, balconies, rails, parapets & exterior stairs.
B2010 - Exterior Walls	Exterior Walls enclose the building from grade to roof and may be perforated by windows and doors. They may include concrete, masonry, siding, stucco or curtain wall etc., with framing. Caulking, exterior ceilings, soffits and fascia are included.
B2020 - Exterior Windows	Exterior windows are identified as the glazed openings in the perimeter wall and include the glazing, frame (wood, plastic or metal), seals the finish and hardware. They can be in a grouping, punched or in ribbon frames, operating or fixed glass.
B2030 - Exterior Doors	Exterior doors occur in the perimeter wall, the assembly covers the door, its frame, finish and hardware. Types include: hollow metal possibly with vision panels, wood, glazed in metal frames inc. storefront-type, balcony, storm and revolving doors.
B2040 - Industrial Doors/Garage Doors	Industrial doors permit vehicles or large equipment access through the perimeter wall, the assembly covers the door, its structural frame, finish and hardware. Types include: metal multi-leaf, wood and overhead (or roll-up), possibly with vision panels.
B30 - Roofing	Flat roofing: built-up asphalt, single ply, modified bitumen & inverted roof, insulation, filter fabric & ballast. Sloped roofs: shingle, slate, metal, fibreglass & copper. Includes: canopy roofing, roof glazing, hatches, flashings, anchors & joints.
C1010 - Partitions	Partitions are generally unfinished non-load bearing wall assemblies found inside buildings. They can comprise gypsum wallboard, plaster, concrete block, glazing, glass block or wood veneer. They include the assemblies attached to load bearing walls.
C1040 - Interior Doors - Units	All doors in the suites except those through the perimeter walls. Constructed of hollow metal, solid or hollow wood, coiling grilles and roll-ups including the door or grille, frame, finish, hardware, glazing & caulking. Inc.; corridor & closet doors.
C1060 - Kitchen Refurbishment	In residential occupancies, may include, with proportional cost; Fittings 54%, Plumbing Fixtures & Piping to risers 18%, Finishes 15%, Ventilation, Wiring & Lighting 13% replacements. The remaining costs of these components reflect this regrouping.
C1070 - Bathroom Refurbishment	In residential occupancies, may include, with proportional cost; Fittings 15%, Plumbing Fixtures & Piping to risers, 70%, Finishes 10%, Ventilation, Wiring & Lighting 5% replacements. The remaining costs of these components reflect this regrouping.
C20 - Stairs	Interior stairs are generally of two types: concrete filled metal pan with steel stringers or finished reinforced concrete. Include non-slip treads and finishes. Precast concrete, stone and wood stairs, are also found.
C2014 - Stair Handrails*	Include handrails, balustrades
C3200 - Interior Renovations - Units*	* Includes Unit Ceiling, Walls and Floor Finishes excluding kitchen and bathroom
C3300 - Accessibility*	
D2010 - Plumbing Fixtures	Washroom plumbing fixtures may include toilets, lavatories, urinals, Bradleys, shower stall liners, baths, bidets etc... Misc. fixtures may include drinking fountains, service & kitchen sinks, emergency showers & eyewash stations and floor drains etc.
D2030 - Sanitary Waste	Sanitary waste systems include; waste piping and vent piping, valves, floor drains, cleanouts, sanitary waste equipment and insulation and also piping specialties such as strainers, hydraulic dampers, backflow preventers, etc.
D2050 - Domestic Water Distribution - Units	Domestic water distribution in the suites includes; hot, recirculation and cold water piping, circulation pumps, insulation and cover, valves and specialties i.e. strainers, hydraulic dampers, backflow preventers, etc
D2095 - Domestic Water Heaters	Domestic water heaters may be central type; a storage tank with a hot water loop heated with internal or external steam or hot water heat exchangers, or distributed systems with small heaters near main points of use, both may be gas fired or electric.

## Appendix 1 - Sample Components for Stand-alone Units and Townhouses

Category	Definition
D2099 - Water Treatment Systems	Includes water conditioners, water softeners, membrane systems, chlorinators, ultraviolet lighting, deionization and other equipment for filtering and purifying domestic water.
D3012 - Gas Supply System	Providing service to the building heating system, building equipment specialties, the gas piping system includes; piping, protection, identification, valves, meters, and piping specialties.
D3022 - Single Building Hot Water Boilers	Includes hot water boilers used for single building space heating. Ancillary equipment such as feed water treatment, energy recovery, deaerators, blowdown systems see below. Domestic hot water boilers, pool heating boilers, etc. are excluded.
D3023 - Furnaces	Gas and oil fuel-fired furnaces typically include integral blower, filters and ancillary equipment such as humidifier and controls.
D3034 - Packaged Air Conditioning Units	Includes: Computer Cooling AHU, Roof Top AHU for Heating and Cooling, Packaged Terminal A/C Units.
D3041 - Air Distribution Systems	Air distribution systems for heating and cooling: Supply and return ductwork, fire and smoke dampers, duct accessories (dampers, filters, turning vanes, sound traps), supply and return grilles, registers and diffusers; intakes, air terminals.
D3043 - Hydronic Distribution Systems	Piping systems for hydronic heating, hot water heating, chilled water and glycol. including pumps, pipe and fittings.
D3045 - Exhaust Ventilation Systems	Fans, ventilators, air handling units, for building mechanical exhaust systems. Ductwork, accessories, air filters, inlets and outlets for building mechanical exhaust systems. Kitchen exhaust hoods, ductwork, filters. Garage exhaust systems.
D3051 - Terminal Self-Contained Units	Self-contained, air- or water-cooled, floor, ceiling, & rooftop air conditioners and self-contained heat pumps.
D3055 - Fin Tube Radiation	Typically a perforated linear metal baseboard cabinet complete with a finned tube or tubes heated by steam or hydronic fluid piped from a remote source, may include integral or local controls.
D3060 - Controls And Instrumentation	Includes: Thermostats, timers, sensors, control valves necessary to operate systems. Also includes piping, tubing, wiring, control panels required for control systems.
D3098 - Electric Baseboard Heat	Typically a perforated or slotted linear metal baseboard cabinet complete with electric coils, may include integral or local controls.
D4010 - Sprinklers	Typically ceiling level pressurized water to sprinkler heads, at a code spacing. Dry with pressurized air if likely to freeze. 'Pre-action', 'Deluge' or Firecycle water damage limiting systems. May include Sprinkler Air Compressor or fire pump (D4090).
D4030 - Fire Protection Specialties	Fire fighting devices, such as fire extinguishers, including fixed or mobile supports and storage cabinets, excluding items or devices connected to a fire protection system.
D5015 - Unit Electrical Service and Distribution	
D5021 - Branch Wiring	Includes wiring and devices for electrical distribution from circuit panels to outlets, devices and equipment connections.
D5023 - Lighting Equipment - Units	Includes all hardwired interior lighting fixtures inside residential units.
D5033 - Telephone Systems	Includes private branch exchange (PBX) telephone system, and interior telephone distribution system. This system includes components such as central switchboard, telephone sets, underground ducts and manholes, cabinets, backboards, outlets, hookup.
D5035 - Television System	Master antenna television system (MATV) for single-source distribution to distributed televisions. Closed-circuit television system (CCTV) for building surveillance and imaging applications. Includes receivers, amplifiers, video equipment, outlets, moni
D5037 - Fire Alarm System	Includes main & secondary fire alarm control panels, remote annunciators, warning devices: bells, sirens, strobes, etc., manual & automatic detection devices: heat detectors, <b>smoke &amp; CO detectors</b> , pull stations, flow sensors & interconnecting cabling.
D5038-A - Building Entry System	Access control systems, alarm system, keypads, card readers, etc.
D5038-B - CCTV System	Video surveillance systems, components can include control panels (main and satellite) and cameras.
D5091 - Exit & Emergency Light Systems	Exit lighting includes the supply and installation of all building exit signage. Power supply to the fixtures is not included in this component.

## Appendix 1 - Sample Components for Stand-alone Units and Townhouses

Category	Definition
D5093 - Information Technology Standards	Computer Hardware may include; Secure room, equipment racks, TCHC data circuit and VPN router, IP Address host names-DHCP-DNS-SNMP, network switches, wireless networks, uninterruptible power supply [UPS], superintendent's PC.
E1041-A - Refrigerators*	
E1041-B - Cooking Range*	
E1041-C - Washer*	
E1041-D - Dryer*	
E1090 - Other Equipment	Specify any other equipment.
G2020 - Parking Lots/Driveways	May include:- parking lot base courses, flexible parking lot pavement, parking lot unit pavers, rigid pavement (concrete), parking lot curbs and gutters, parking lot appurtenances (rails, bollards, receptacles & barriers), parking booths and equipment.
G2030 - Pedestrian Paving	May include:- pedestrian pavement base courses, flexible pedestrian pavement, pedestrian unit pavers, rigid pedestrian pavement (concrete), pedestrian pavement curbs and gutters, exterior steps, ramps and associated handrails.
G2040 - Site Development (hard landscaping)	May include:- fountains, fences and gates, bollards, athletic and recreational surfaces and facilities, site and street furnishings, exterior signs, footbridges and underpasses, flagpoles, bike racks, covers and shelters, site equipment, retaining walls,
G2049-B - Sheds*	Sheds, maintenance building
G2050 - Landscaping (soft landscaping)	May include:- irrigation systems, shrub and tree transplanting, soil preparation, lawns and grasses, trees, plants and ground covers, planting accessories.
G3010 - Water Supply	May include:- water wells, site domestic water distribution, site fire protection water distribution, pumping stations, water storage.
G3020 - Sanitary Sewer	May include:- sanitary sewage collection, septic systems, sanitary sewage equipment, sewage ponds, piping, manholes, lift stations and packaged waste water treatment plants.
G3030 - Storm Sewer	May include:- storm water collection, storm water equipment, storm water retention ponds and reservoirs, manholes, catch basins, lift stations, ditches & culverts
G3060 - Fuel Distribution	May include:- gas distribution, oil distribution, other fuel distribution systems, fuel storage tanks, fuel dispensing equipment.
G4010 - Electrical Distribution	May include:- electrical substations, overhead electrical power distribution lines, underground electrical power distribution equipment, ductbanks, grounding.
G4020 - Site Lighting	May include:- Building mounted lighting, area lighting, feature lighting, building illumination, landscape lighting fixtures, transformers, poles, wiring conduits & ductbanks, controls, grounding and other site lighting items.

## Appendix 2 – iAuditor Information Sheet

### **iAuditor+**

iAuditor+ is a free application that runs on Apple's iPad tablet. Assessors use the application to enter data and take photographs while in the field. They then use the application to submit their data and photos wirelessly directly into the client's AssetPlanner capital planning software. Using iAuditor ensures consistency in how data is reported and saves assessment time, particularly in preparing reports and photos.

### **Technology Requirements**

- iPad 3 tablet or newer
- Optional, but recommended: Sturdy iPad case with hand strap and lanyard;
- Apple App Store User Account;
- iAuditor+ Application;
- iTunes Desktop software;
- Wireless internet connection for downloading & uploading of audit data\*  
\*only required for uploading/downloading. While on-site you can work completely offline.

### **Audit Process**

- You will be provided with individual logins to iAuditor+ for each assessor (and other users if needed);
- For each facility to be audited, an initial component inventory listing complete with lifecycle assumptions (based on the Uniformat standard naming convention) is downloaded to the iPad;
- iAuditor contains a standardized list of fields required for data entry for each building component including: text descriptions & summaries, costs & years, and prioritization questions/answers in the form of drop down selection;
- Pictures are taken with the iPad right in the application so they will be automatically linked to the right building component. For example if you select Roofing and take a picture of the Roof it will be automatically linked to the Roofing category in your report. Auditors do not have to categorize, file, or name photographs, but may enter a photo description if desired.

### **Submitting Audit Reports**

- Once an audit has been completed, make a back up of the audit data by connecting with the iTunes software, and then upload the data to Ameresco's servers using a wireless connection. You can also print a packaged report, complete with photographs, right from the iAuditor application;
- Your data will be reviewed and you may be contacted if there are questions or concerns;
- Reviewing and adjustments to the report can be done through a web interface rather than the iPad application.

### **Guidelines**

- Auditors must attend a 2-3 hour training session if they have never used iAuditor before;
- It is the auditor's responsibility to ensure that data submitted is complete and to the client's standards;
- Auditors are required to take backups of iAuditor+ data using iTunes and a desktop/laptop computer, and to store the backup files & photos. The client may request copies of iAuditor backups.

Toronto Community Housing  
Strategic Procurement  
35 Carl Hall Rd. Unit 4  
Toronto, Ontario M3K 2B6  
Telephone Number: (416) 981-4100  
Fax Number: (416) 981-4111



**ADDENDUM # 1**  
**September 25<sup>th</sup>, 2015**

**RFP 15245**  
**Building Condition Assessments for Stand-Alone Units and Townhouses**

**Addendum# 1** is being issued on the above-mentioned Request for Proposals (RFP) and consists of five (5) pages including this cover page.

**Notification**

- 1) Proponents are advised to use the updated Rated Criteria table below. The following verbiage was removed from the table under section 3.3 'Rated Criteria' of the RFP:

*"4 points (out of 20) assigned for Accreditation/Licensing"*

ITEM NO.	RATED CRITERIA	Weighting (Points)	Minimum Threshold
1	Understanding of the Scope of Work, Methods and Approach	50	70 points
2	Technical Qualifications* (minimum 5 Years' of Condition Assessment work), and Team Strength	20	
3	Related Experience and Reference Check (3 References)	30	
	<b>TOTAL</b>	<b>100 points</b>	<b>70 points</b>

- 2) Proponents are advised to use the revised version of 'Submission Form C – Rate Bid Form (Revised)' document attached to the addendum.
- 3) Proponents to include the following photographs as outlined in the Scope of Work, under the 'Data' section (In addition to the exterior elevation photos in the RFP):
  - a. Roof indicating roof drainage system (eaves trough, downspouts, scuppers or other means of roof drainage).
  - b. Foundation wall at grade(showing presence or absence of exterior foundation wall waterproofing).
  - c. Main electrical panel with cover open.
  - d. Furnace or alternate existing heating system.



- e. Typical existing window a/c unit installation if present.
  - f. Interior view of at least two basement foundation walls.
  - g. Apartment suite entry door if the stand alone home contains more than one dwelling unit.
- 4) Proponents to include the following specific information on the report as outlined in the Scope of Work, under the 'Data' section:
- a. Detailed and accurate description of the exterior wall construction for the basement, main floor and any variations in wall construction from these two floor levels visible from the exterior.
  - b. Confirm presence of smoke and CO2 detectors as required.
  - c. Describe interior floor framing system if it is visible in the basement or elsewhere in the house.
  - d. Note the size of the existing main electrical service.
  - e. Describe the existing roof ventilation system visible from the exterior.
  - f. Confirm the presence of any insulation and vapour barrier in the existing attic if an attic and attic access exists.
  - g. Note the type (material) of any plumbing drains and water supply piping visible in the basement or elsewhere in the house.

All other matters of the RFP remain the same.

This addendum now forms part of this Request for Proposal.



Lilian Ricomini  
Supervisor  
Strategic Procurement  
Toronto Community Housing

[End of Addendum #1]

Toronto Community Housing  
Strategic Procurement  
35 Carl Hall Rd. Unit 4  
Toronto, Ontario M3K 2B6  
Telephone Number: (416) 981-4100  
Fax Number: (416) 981-4111



**ADDENDUM # 2**  
**October 1<sup>st</sup>, 2015**

---

**RFP 15245**  
**Building Condition Assessments for Stand-Alone Units and Townhouses**

---

**Addendum# 2** is being issued on the above-mentioned Request for Proposals (RFP) and consists of two (2) pages including this cover page.

**Questions & Answers:**

Q1) Would TCHC consider a 1 week extension on the deadline for submissions?

**A1) TCHC will not consider extensions on the deadline for submissions.**

Q2) Will proponents be provided the previous audits for the units?

**A2) TCHC will not provide previous audits for the units.**

Q3) Is there historical information/text already in iAuditor?

**A3) There is no historical information/text on iAuditor.**

Q4) We have identified a discrepancy with the amount of insurance required for this project this would be for CGO insurance and E&O insurance. In some places it lists the required limit as 5 million dollars in others it lists 2 million. It is unlikely that anyone in the home inspection industry would carry 5 million dollar limits. Can you confirm if the correct amount is 2 million or 5 million?

**A4) The Errors & Omissions insurance is \$2 million.**

Q5) Is it possible to receive a list of the iAuditor criteria that you would be using for this project? Or a list of the categories for specific inspection in each property. We are trying to determine the scope of work for each inspection.

**A5) The list of categories is listed in Appendix 1. The details we expect to collect are listed in Appendix 2 under 'Audit Process' and Appendix B – 'RFP Particulars'. You may also refer to points 3 & 4 on Addendum# 1 issued September 25<sup>th</sup> for further information.**

Q6) Are inspectors expected to operate equipment or just visually inspect?

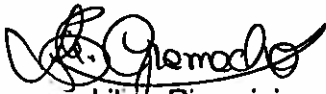
**A6) This is a visual inspection that will be performed under the ASTM E2018-08 standards outlined in Appendix B, with section titled 'Inspections'.**

Q7) Our company is exempt from WSIB due to our company funded Long and Short term disability. What information would you require from us to verify this?

**A7) TCHC requires a current WSIB exemption letter dated in 2015.**

All other matters of the RFP remain the same.

This addendum now forms part of this Request for Proposal.



Lillian Ricomini  
Supervisor  
Strategic Procurement  
Toronto Community Housing

[End of Addendum #2]

November 4, 2016

Toronto Community Housing invites sealed submissions for:

**Request for Proposal 16415  
Building Condition Assessments for Various Sites**

Attached, please find a copy of RFP 16404.

Proponents should submit one (1) original, five (5) hard copies and one (1) electronic PDF copy on a USB flash drive in a sealed package by **Monday, November 28, 2016 11:00:00 a.m.**, local time to the following address:

Toronto Community Housing, Strategic Procurement  
35 Carl Hall Road, Unit #1, Toronto, ON M3K 2B6  
Attention: Khusen Shukurov

Any inquiries related to the specifications of the RFP should be directed via email to the following addresses:

Khusen Shukurov, email: [Khusen.Shukurov@torontohousing.ca](mailto:Khusen.Shukurov@torontohousing.ca) with a copy to  
[TCHProcurement@torontohousing.ca](mailto:TCHProcurement@torontohousing.ca)

Questions and request for clarifications from proponents will be received until **Wednesday, November 16, 2016**. Responses to received questions will be posted as an addendum to the RFP.

Please ensure that all responses are clearly marked: "Toronto Community Housing RFP 16415 "Building Condition Assessments for Various Sites" and are enclosed in an envelope using the pre-printed address label included with this RFP.

Toronto Community Housing will not be responsible for accepting couriered submissions which are not delivered to the exact location indicated, by the time and date specified, in accordance with the instructions in this RFP. Toronto Community Housing will not be responsible for late deliveries.

The lowest or any submission will not necessarily be accepted.

Sincerely,



Melissa Laurent  
Sourcing Manager, Strategic Procurement  
Strategic Procurement  
Toronto Community Housing

For your convenience, you may affix the following address label to the envelope(s) containing your submission.



**Reference No.: RFP 16415**

**Building Condition Assessments for Various Sites**

**Proponent's Name**



**Closing date: Monday, November 28, 2016, 11:00:00 a.m., local time**

**To: Strategic Procurement  
Toronto Community Housing  
35 Carl Hall Road, Unit #1  
Toronto, Ontario, Canada M3K 2B6  
Attention: Khusen Shukurov**





Toronto  
Community  
Housing

**Reference No.: RFP 16415**

**Building Condition Assessments for Various Sites**

**Proponent's Name**

ENVELOPE # 2  
APPENDIX C – RATE BID FORM

**Closing date: Monday, November 28, 2016, 11:00:00 a.m., local time**

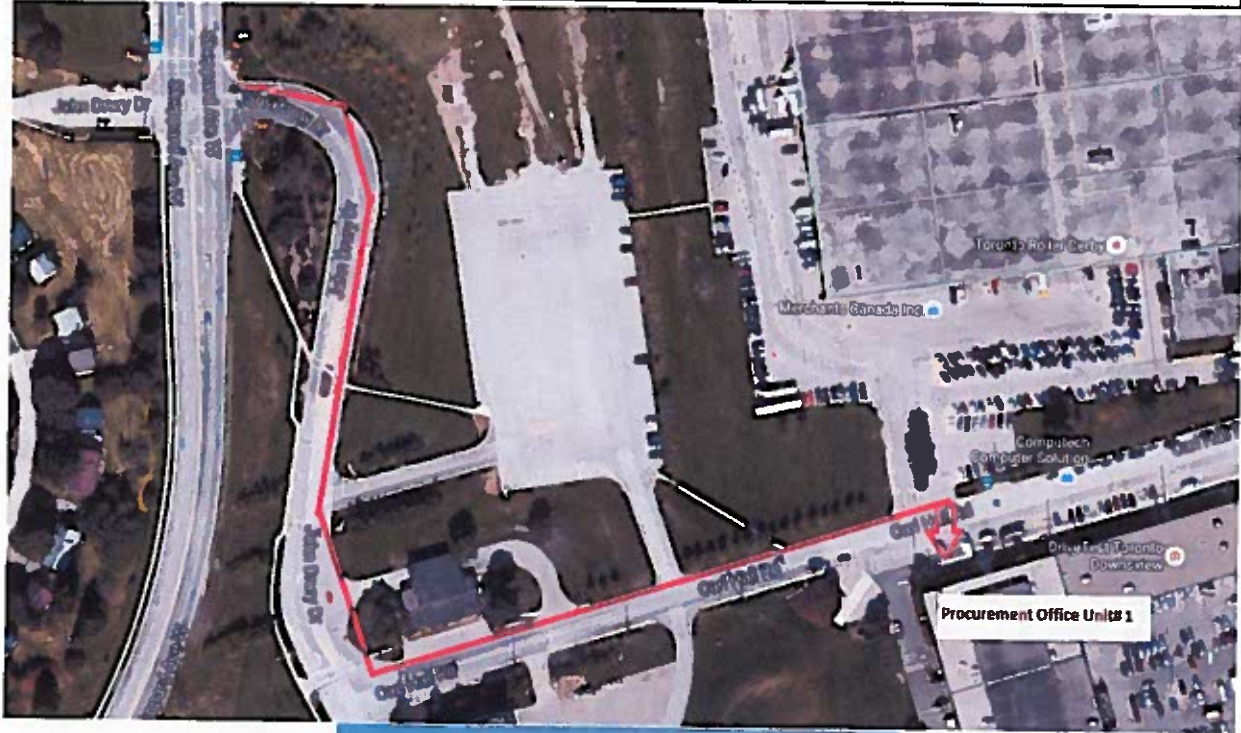
**To: Strategic Procurement  
Toronto Community Housing  
35 Carl Hall Road, Unit #1  
Toronto, Ontario, Canada M3K 2B6  
Attention: Khusen Shukurov**



**Note:** Strategic Procurement will not be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

**STRATEGIC PROCUREMENT  
TORONTO COMMUNITY HOUSING  
35 CARL HALL, UNIT #1  
TORONTO, ON M3K 2B6**

**Procurement is located at the Southeast corner of the building at Unit #1.**





**Toronto  
Community  
Housing**

**Request for Proposals  
For  
Building Condition Assessments for Various Sites**

Request for Proposals No.: **RFP 16415**

Issued: **Friday, November-04-2016**

RFP Schedule: **See section 2.2**

Submission Deadline: **Monday, November-28-2016 at 11:00:00 AM EST/DST**



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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

This Request for Proposals (“RFP”) is an invitation by the Toronto Community Housing Corporation (herein after referred to as “TCHC”) to prospective proponents to submit proposals for the provision of consulting services for **Building Condition Assessments** (herein referred to as “BCA”) for **TCHC Properties**, as further described in Part 2 – The Deliverables (the “Deliverables”).

In providing these goods and/or services, the potential proponents should be aware the Toronto Community Housing 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 disadvantaged citizens. It is home to about 125,000 low and moderate-income tenants in 58,500 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 2,215 buildings including high, mid, and low-rise apartments, townhouses and houses. For more information on TCHC, please visit [www.torontohousing.ca](http://www.torontohousing.ca).

### **1.2 Type of Contract for Deliverables**

The selected proponent will be requested to enter into negotiations for an agreement with TCHC for the provision of the Deliverables in the form attached as Appendix B to the RFP. It is TCHC’s intention to enter into the Form of Agreement based on that attached as Appendix B to the RFP with more than one entity.

### **1.3 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 proponents. The Agreement to be negotiated with the selected proponents will not be an exclusive contract for the provision of the described Deliverables. TCHC may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

### **1.4 Agreement on Internal Trade**

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular RFP. For further reference, please see the Internal Trade Secretariat website at [http://www.ait-aci.ca/index\\_en.htm](http://www.ait-aci.ca/index_en.htm).

## **1.5 Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”)**

TCHC is committed to providing equal treatment to people for whom accessibility accommodations allow for the use and benefit of TCHC services in a manner that respects their dignity and that is equitable in relation to the broader public. As such, vendors seeking to do business with TCHC must strictly comply with the 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 Agreement entered into with TCHC. Failure to comply with the AODA, may result in the immediate termination of any Agreements entered into with TCHC.

If requested, vendors engaging in business with TCHC 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 is provided and the number of attendees. TCHC reserves the right to require vendors, at their own expense, to amend their accessibility policies, practices and procedures if TCHC deems them not to be in compliance with the requirements of the AODA.

**[End of Part 1]**

## PART 2 – THE DELIVERABLES

### 2.1 Description of Deliverables

The RFP is an invitation to submit offers for the provision of consulting services for building condition assessments for various asset types, as further described in Appendix B – Scope of Work.

#### The Deliverables:

Description of Goods/Services required	<b>Building Condition Assessments for TCHC Sites</b>
Locations/Address(es) for delivery of Goods/Services required	<b>Various</b>

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

### 2.2 Timetable

Issue Date of RFP	<b>Friday, November 04, 2016</b>
Optional Information Session	<b>Monday, November 14, 2016 @ 1:00 - 3:00 PM</b>
Deadline for Questions	<b>Wednesday, November 16, 2016 @ 4:00 PM</b>
Deadline for Issuing Addenda	<b>Friday, November 18, 2016</b>
Submission Deadline	<b>Monday, November 28, 2016 11:00:00 AM EST</b>
Rectification Period	<b>Three (3) Business Days</b>

The RFP timetable is tentative only, and may be changed by TCHC at any time. Any changes to the RFP timetable will be issued by way of an addendum issued on-line.

### 2.3 Information Sessions (Optional)

Optional information session will be held on November 14, 2016, as per schedule below:

Address: 30 Falstaff Ave, North York, ON M6L 2C9 Time: 1:00 pm  
*(sample large laundry rooms)*

Address: 35 Shoreham Dr., North York, ON M3N 1S5 Time: 2:00 pm  
*(sample small laundry rooms)*

## 2.4 TCHC Contact

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

<b>TCHC Contact:</b>	<b>Khusen Shukurov</b>
<b>E-mail:</b>	<a href="mailto:TCHProcurement@torontohousing.ca">TCHProcurement@torontohousing.ca</a> AND <a href="mailto:Khusen.Shukurov@torontohousing.ca">Khusen.Shukurov@torontohousing.ca</a>
<b>Address:</b>	35 Carl Hall Road, Unit 1, Toronto, ON M3K 2B6

## 2.5 Material Disclosures

Proponents should refer to **Part 5 - Material Disclosures** for additional information pertaining to the goods/services required, additional contractual requirements, and other factors that could impact this proposal.

[End of Part 2]

## PART 3 – PROPOSAL SUBMISSIONS

### 3.1 Proposal Submission Information

#### 3.1.1 Timetable for proposal submissions are indicated above in section 2.2

#### 3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals should be submitted at:

Attention: Strategic Procurement  
Toronto Community Housing  
35 Carl Hall Road, Unit #1  
Toronto, ON, M3K 2B6  
Attention: Khusen Shukurov

No later than 11:00:00 a.m. local time, **Monday, November 28, 2016**

Proponents should submit one (1) original, five (5) hard copies and one (1) electronic PDF copy on a USB flash drive in a sealed package. Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

Proponents shall also submit one (1) hard copy and one (1) electronic copy of their pricing in a **separate sealed envelope** as outlined in Submission Form C – Rate Bid Form. The electronic copy must be in the form of a USB flash drive. **Electronic copy of Submission Form C must be in Excel format.** The sealed envelope must be clearly labelled “Envelope #2 Rate Bid Form” with the proponent’s name and the RFP number.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

#### 3.1.3 Proposals Must Be Submitted on Time at Prescribed Location

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected without exception.

TCHC will not be responsible for late submissions caused by traffic, weather, mechanical breakdown or courier issues. It is the sole responsibility of the proponent to ensure the bid submission is delivered, stamped and submitted before the prescribed deadline. 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. Late proposals will be returned to the proponent.

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 RFP. 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.

#### **3.1.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in section 3.1.2. Any amendment should clearly indicate which part of the proposal the amendment is intended to replace.

#### **3.1.5 Withdrawing Proposals**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the TCHC Contact and must be signed by an authorized representative. TCHC is under no obligation to return withdrawn proposals.

### **3.2 Stages of Proposal Evaluation**

TCHC will conduct the evaluation of proposals in the following three (3) stages:

#### **3.2.1 Stage I: Mandatory Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies within a set timeframe. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that TCHC issues its rectification notice to the proponent.

The mandatory requirements are as follows:

- (1) Submission form A – Vendor Acknowledgements
- (2) Submission form C – Rate Bid Form
- (3) Submission form D – List of Subcontractors
- (4) Submission form E – Reference Form
- (5) Submission form F – Rated Criteria
- (6) Resume of each team member
- (7) Copy of accreditation and licensing for any team member, who will be performing the onsite assessment



### 3.2.2 Stage II: Rated Criteria

Stage II will consist of a scoring by TCHC of each qualified proposal on the basis of the Rated Criteria. Respondents must achieve a score of at least 70 points on the Rated Criteria categories before the evaluation team will consider their Rate Bid Form. Proponents who do not score the required minimum of points as specified above on the Rated Criteria will not be considered for further evaluation (Refer to section 3.3).

**All Vendors including those that have been pre-qualified with TCHC will have to submit the rated criteria.**

### 3.2.3 Stage III: Pricing

Stage III will consist of evaluating and ranking the pricing submitted. The evaluation of price will only be undertaken after the evaluation of mandatory requirements and rated requirements has been completed. Upon completion of Stage II, Submission Form C - Rate Bid Forms (envelope labelled #2) will be opened and the pricing will be ranked. **The submission with the best discount will prevail for each of the two groups and hourly rate table.** Proposal with the best discount is subject to TCHC's bypass rights (please refer to Part 4.10).

Proponents should refer to the Rate Bid Form (Submission Form C) for more details.

TCHC reserves the right to waive informalities in or reject any or all proposals.

## 3.3 Rated Criteria

Stage II will consist of an evaluation of the Rated Criteria to determine the score based on the following criteria. Below is an overview of the categories and weighting for the Rated Criteria of the RFP.

Proponents who do not meet a minimum threshold of 70 points will not proceed to Stage III of the evaluation process.

ITEM NO.	RATED CRITERIA	Weighting (Points)	Minimum Threshold
1	Understanding of the Scope of Work, Methods and Approach	50	70 points
2	Technical Qualifications and Team Strength	20	
3	Related Experience and Reference Check (3 References)	30	
	<b>TOTAL</b>	<b>100 points</b>	<b>70 points</b>

### **3.4 Forms and Submission**

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

#### **3.4.2 Vendor Acknowledgements Form (Submission Form A)**

Each proposal must include a Submission Form A completed and signed by an authorized representative of the proponent.

#### **3.4.3 Rate Bid Form (Submission Form C)**

Each proponent must include a Rate Bid Form C completed according to the instructions contained in the form as well as the following instructions:

- a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately; and
- b) rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to TCHC, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any licenses or fees or other charges required by law.

#### **3.4.4 List of Subcontractors (Submission Form D)**

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

#### **3.4.5 Reference Form (Submission Form E)**

Each proponent must complete the Reference Form and include it with its proposal.

#### **3.4.6 Rated Criteria Working Document (Submission Form F)**

Each proponent must complete the rated criteria working document as per instructions included in the form.

#### **3.4.7. Resume and Copy of accreditation and licensing**

Both Resume for each team member and Copy of accreditation and licensing for any team member, who will be performing the onsite assessment, must be included in the submission. Please refer to page Submission Form F (on page 40) for a list of required accreditation and licensing.

### **3.5 Rectification Period (not including section 3.4.4)**

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. If any Stage 1 mandatory requirements are not satisfied, you will be notified and will be given the amount of time as stated in Section 2.2 to rectify. 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.

### **3.6 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 3]**

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **4.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where the request was made.

#### **4.1.2 Proposals in English**

All proposals are to be in English only.

#### **4.1.3 TCHC's Information in RFP Only an Estimate**

TCHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size and scope of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### **4.1.4 Proponents Shall Bear Their Own Costs**

The 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.

#### **4.1.5 Mathematical Errors in Submission**

Where there is a discrepancy in the proponent's quoted price between the unit price amount and the total price amount, the unit price amount shall prevail.

### **4.2 Communication after Issuance of RFP**

#### **4.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising the RFP, and:

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to the TCHC Contact 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 RFP or its process.

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

The RFP 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 RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by TCHC. In the Submission Form B, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

Failure to incorporate all addenda in the bid submission may result in the rejection of the submission, at the sole discretion of TCHC. Any Addendum will be posted on the TCH website at [www.torontohousing.ca](http://www.torontohousing.ca), Bravo's website at [www.ontariotenders.bravosolution.com](http://www.ontariotenders.bravosolution.com), and Bidding at [www.biddingo.com](http://www.biddingo.com).

#### **4.2.3 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 for a reasonable amount of time.

#### **4.2.4 Verify, Clarify and Supplement**

When evaluating responses, TCHC may request further information from the proponent or third parties in order to verify, clarify or supplement 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.

#### **4.2.5 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.

#### **4.2.6 Proposal to Be Retained by TCHC**

TCHC will not return the proposal or any accompanying documentation submitted by a proponent.

### **4.3 Negotiations, Notification and Debriefing**

#### **4.3.1 Selection of Top-Ranked Proponent**

The top-ranked proponent, as established under Part 3 – Proposal Submissions, will receive a written invitation to enter into direct contract negotiations with TCHC.

#### **4.3.2 Timeframe for Negotiations**

TCHC intends to conclude negotiations with the top-ranked proponent within FIFTEEN (15) days commencing from the date TCHC invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### **4.3.3 Process Rules for Negotiations**

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form B and will not constitute a legally binding offer to enter into a contract on the part of TCHC or the proponent. Negotiations may include requests by TCHC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by TCHC for improved pricing from the proponent.

#### **4.3.4 Terms and Conditions**

The terms and conditions in Appendix A – Form of Agreement are to form the starting point for negotiations between TCHC and the selected proponent.

#### **4.3.5 Failure to Enter Into Agreement**

Proponents should note that if the parties cannot execute a contract within the allotted FIFTEEN (15) days. TCHC may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form B, there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, TCHC may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, TCHC may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no

more proponents remaining that are eligible for negotiations or until TCHC elects to cancel the RFP process.

#### **4.3.6 Notification to Other Proponents**

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between TCHC and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

#### **4.3.7 Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the TCHC Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **4.3.8 Award Protest Procedure**

If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the TCHC Contact within sixty (60) days of notification of award, and TCHC will respond in accordance with its bid protest procedures.

### **4.4 Conflict of Interest and Prohibited Conduct**

#### **4.4.1 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.

#### **4.4.2 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 B.

#### **4.4.3 Proponent Not to Communicate with Media**

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the TCHC Contact.

#### **4.4.4 No Lobbying**

A proponent may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved proponent(s). Further, no such person shall attempt to communicate in relation to the RFP or their proposal, directly or indirectly, with any director, officer, employee or other representative of TCHC or of the City of Toronto, except as expressly directed or permitted by the RFP. Any unauthorized communications will be cause for the disqualification of the proponent's proposal.

#### **4.4.5 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 B. TCHC, in its sole discretion, may prohibit affiliated proponents from submitting proposals for the same RFP or otherwise accepting their bid submissions.

Proponents shall not engage in lobbying or any 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. Conduct of this nature will be cause for the disqualification of the proponent's proposal.

### **4.5 Confidential Information**

#### **4.5.1 Confidential Information of TCHC**

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

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

#### **4.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by TCHC.



The confidentiality of such information will be maintained by TCHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that TCHC is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and thus may be required to disclose the name and price of the winning proponent through a Freedom of Information request. Furthermore, proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to TCHC's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the TCHC Contact.

## **4.6 Procurement Process Non-binding**

### **4.6.1 No "Contract A" and No Claims**

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor TCHC shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

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

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and TCHC by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **4.6.3 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 contract award.

### **4.6.4 Disqualification for Misrepresentation**

TCHC may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

#### **4.6.5 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 City of Toronto Agencies, Boards, Commissions and Corporations ("ABCCs")

#### **4.6.6. Cancellation**

TCHC may cancel or amend the RFP process without liability at any time.

### **4.7 Governing Law and Interpretation**

The terms and conditions in this Part 4 – Terms and Conditions of the RFP Process (a) are 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) are 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) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

### **4.8 Performance Reviews**

The Services to be provided by the vendor will be subject to periodic review under TCHC's "Contractor Performance Evaluation" ("CPE") program to ensure that the Services are performed in accordance with the contracted specifications and TCHC's policies. The results of the CPE reviews will be shared with TCHC's Shareholder (City of Toronto) and other City of Toronto ABCCs' 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 Vendor Disqualification Protocol.

### **4.9 Submission Behaviour**

Vendors 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. Vendor responsiveness and competitiveness will be monitored and assessed. Poor responsiveness or failure to submit competitive quotes may result in suspension from the roster(s).

### **4.10 Bypass Right**

TCHC reserves the right to bypass the lowest priced or highest ranked qualified proponent if:

- 1) the proponent is currently under contract with TCHC and delivering poor performance and it is likely that the proponent will be unable to perform the services of the current RFP on schedule and/or deficiency free;
- 2) the proponent's previous performance under contract with TCHC makes it likely that the proponent will be unable to perform the services of the current RFP on schedule and/or deficiency free; or
- 3) TCHC's current or historical business dealings with the proponent make it likely that the proponent will not provide the scope of services of the current RFP for the price that is promised.

**[End of Part 4]**

## **PART 5 – MATERIAL DISCLOSURES**

### **5.1 Insurance Coverage Requirements**

Upon award of the contract, the successful proponent shall, at its own expense, obtain and maintain the required insurance throughout the term of the contract. Such insurance hereunder shall remain in full force and effect for the term of the contract.

The successful proponent must produce, upon request by TCHC, confirmation pursuant to this section, as applicable. Failure to comply within seven (7) business days of the request by TCHC may result in contract termination.

#### **5.1.1. General Liability Insurance**

The limits of this insurance shall be for an amount not less than **\$1,000,000** per occurrence for bodily injury and property damage, including loss of use thereof, with a deductible of not more than **\$1,000.00**. General Liability Insurance shall be in the name of the proponent and TCHC and its subsidiaries shall be named as an additional insured under such policy. The party responsible for a specific claim under this policy shall be responsible for the deductible.

#### **5.1.2. Automobile Insurance**

The limits of this insurance shall be for an amount not less than **\$2,000,000** per occurrence covering all vehicles used in any manner in connection with the provision and performance of the contract.

### **5.2 Workplace Safety and Insurance Board (WSIB):**

Upon award of the contract, it is the responsibility of the successful proponent to ensure TCHC is provided a valid Certificate of Clearance from the WSIB or valid independent operator number including proof of personal coverage as identified below:

#### **5.2.1 WSIB Clearance Certificate**

Upon award of the contract, the successful proponent agrees to maintain its WSIB account in good standing throughout the term of the contract. TCHC will require the contractor to produce a valid Clearance Certificate from WSIB upon expiration during the term of the contract and prior to any payment under the contract. If the contractor does not produce confirmation pursuant to this section as applicable, TCHC in its own discretion may terminate the contract immediately.

### **5.3 Vendor Terms and Conditions:**

TCHC's standard terms and conditions in Appendix A form the basis for any negotiation for a contract. The vendor's responsibilities form a key component of any contract entered into by TCHC. It is the responsibility of the proponent to ensure it has read the terms and conditions and understands TCHC's expectations in making a submission. See Appendix A - Form of Agreement for details.

#### **5.4 Site Specific Health and Safety Plans:**

Upon award of the contract, the vendor must provide a brief specific health and safety plan for the particular project for review with the TCHC project manager. The plan will reflect the following items:

- a) Procedures for identifying, reporting and management of hazards in the workplace
- b) Incident reporting and investigation process
- c) Corrective/Preventative measures to prevent incidents/escalations
- d) Safety arrangements and precautions to protect the public from construction activities
- e) Storage of materials
- f) Provide safety checklist for specific equipment and activities
- g) Periodic review of the subcontractors for conformance to the health and safety plan

#### **5.5 Staff Identification**

Upon award of the contract, vendor agrees that all vendor agents, employees, subcontractors and representatives will carry the required TCHC identification badges and properly display them at all times while on TCHC property. When required, vendor will also ensure vendor vehicles will be appropriately branded and carry the correct markings including vendor name and registration numbers (e.g. TSSA number).

#### **5.6 Notification of Designated Substances on Project**

The following designated substances may occur on site:

- a) N.A.

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

##### **5.7.1 The Following Hazards May Occur on Site:**

- b) N.A.

#### **5.8 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:
- .1 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; and
  - .2 The Residential Agreement between the Greater Toronto Electrical Contractors Association and the International Brotherhood of Electrical Workers, Local 353; and
  - .3 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; and
  - .4 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; and
  - .5 The collective agreement between TCHC and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America; and
- 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; and
  - (ii) The provincial agreement between the Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council; and
  - (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; and
  - (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 5.8(b) shall apply to each subcontractor with all necessary changes. The Contractor shall include the provisions of section 5.8 (b), with all necessary changes, in each of its contracts with subcontractors for any part of the Services.

d) The Contractor shall indemnify and save harmless TCHC from and against all loss, cost, claim, expense or damage suffered by TCHC arising from the failure of the Contractor or any subcontractor to comply with the requirements of section 5.8(b).

For details, please refer to [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) for Vendor Standard Terms & Conditions.

## **5.9 Proponents Responsible for Obtaining Independent Legal Advice**

TCHC cannot answer any questions pertaining to the successful proponent's obligations under TCHC's collective agreements. We are unable to provide legal guidance concerning a vendor's legal liability or answer any questions regarding whether union labour will be required in the provision of the services. TCHC encourages all vendors to secure independent legal advice based on the specifics of the Collective Agreements, the vendor's business, and the exact services to be provided under the RFP.

Copies of the Collective Agreements can be found here:  
<http://www.torontohousing.ca/collectiveagreements>

**[End of Part 5]**

## **SUBMISSION FORMS TO BE COMPLETED BY PROPONENT**

- **Submission form A – Vendor Acknowledgements**
- **Submission form C – Rate Bid Form**
- **Submission form D – Reference Form**
- **Submission form E – List of Subcontractors**
- **Submission form F – Rated Criteria**

The above forms must be reviewed, completed fully and accurately and returned as part of the submission package.

Note: Submission Form C – Rate Bid Form must be submitted separately in Envelope #2 (see Section 3.1.2 for more details)



## **SUBMISSION FORM A – VENDOR ACKNOWLEDGEMENTS**

***Proponent must review and acknowledge agreement of the clauses below, and must complete all indicated items in Submission Form B and include in their submission:***

### **1. Acknowledgment of Non-binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until TCHC and the selected proponent have executed a written contract.

### **2. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

### **3. Non-binding Price Estimates**

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Rate Bid 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.

### **4. Addenda**

The proponent is responsible to 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 below.

## **5. Policies**

The proponent has read, understood and agrees to comply with the policies, practices and statements found on TCHC's website at the following link: [http://www.torontohousing.ca/business\\_opportunities](http://www.torontohousing.ca/business_opportunities), including but not limited to the following;

- Human Rights, Harassment and Fair Access Policy
- Vendor Standard Terms & Conditions
- Vendor Code of Conduct
- Fair Wage Policy
- Procurement Policy
- Health and Safety Program
- Ontario Labour Conditions, Construction Lien Claims and Trade.

## **6. City of Toronto Shared Procurement**

The proponent agrees to permit other City of Toronto, its Agencies, Boards, Commissions and Corporations (ABCC's) to purchase under the same terms and conditions against any contract which may result from this RFP. This shared procurement requirement will only be enforceable during the term of the contract with TCHC, and is subject to the proponent's capacity to be retained for additional work.

## **7. Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited under Section 4.4 of this RFP.

## **8. 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.

## **9. Conflict of Interest**

### **9.1 "Conflict of Interest" means:**

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of TCHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited

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

- (b) in relation to the performance of its contractual obligations contemplated in the contract 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) the proponent has a fiduciary, family, directorship, shareholder or any other non-arm's length relationship with any other company potentially bidding on this RFP; and
- (d) the proponent 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.

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:

**9.2 Conflict of Interest Declaration**

The proponent hereby declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.	
<b>Conflict type as described above</b>	<b>Describe nature of conflict of interest (or indicate N.A.)</b>
Conflict of interest (a)	
Conflict of interest (b)	
Conflict of interest (c)	

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

**9.3 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.

**10. Proponent Information**

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.

Fax Number:	
Company Website (If Any):	
H.S.T. Number:	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

**CONFIRMATIONS:**

**I hereby confirm reading, acknowledging and agreeing to the above items 1 to 8 in Submission Form A.**

**I confirm that that any real or possible conflicts of interest as outlined in item 9 have been disclosed in the form above.**

**I confirm having read and accepted all addenda issued by TCHC prior to the Deadline for Issuing Addenda.**

**I confirm that each of the forms listed below has been completed and is enclosed with the submission.**

FORM	INITIAL TO ACKNOWLEDGE
# of Addenda Received: =	
Vendor Acknowledgements (A)	
Rate Bid Form (C)	
List of Subcontractors Form (D)	
Reference Form (E)	
Rated Criteria (F)	

**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

Executed under the seal shown below, with the intent that such execution take effect as a deed.



## SUBMISSION FORM C – RATE BID FORM

### **Please refer to the attached Excel file for the Rate Bid Form**

Submission Form C must be submitted in a separate sealed envelope clearly labelled “**Submission C – Rate Bid Form**” with the Proponent’s name and the RFP number clearly indicated on the envelope.

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.

### **Proponents must submit the hourly rate table.**

**Proponents may submit for one or both groups.** Rate Bid Forms must be completed (**for one or both groups**) or proponents will be disqualified. No changes to the Rate Bid Form are permitted during the Rectification Period. For certainty, this means that missing pages will cause a proposal to be disqualified. Missing information and pricing will cause a 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.

The fee proposal to perform all work activities and all deliverables for various asset types and laundry rooms shall be in the following form: Proponents must provide a fee proposal for **all 16 size categories of various asset types and/or 3 size categories of laundry rooms**. TCHC will assign groups upon award or as a need.

Pricing will be based on per unit for the inspection of asset types and laundry rooms as per Submission Form C - Rate Bid Form. Proponents must bid on **all 16 size categories of various asset types and/or 3 size categories of laundry rooms**. Pricing are considered to be all inclusive and will include the following:

- all time and material to provide the services indicated in the Proposal, including overtime and premium time if required to complete the assignment
- all local travel, communication, reproduction and shipping costs;
- all informational, investigative, idea development and management expenses as are appropriate to the scope of the assignment;
- all project management activities, explanatory interviews, information meetings, meetings, call or discussions related to the work, preliminary and final reports, photographs, presentations and the actual work.

**Proponents are requested to provide one (1) discount factor per group they are responding to one or both groups, and hourly rate table. The discount rate for each table will be applied to all line items within each table, as outlined in Submission Form C - Rate Bid Form.** Proponents are requested to preface the discount factor with a negative (-) or a positive (+) sign, as applicable. Where no negative or positive sign has been provided, TCHC will deem the discount factor to be prefaced with a negative sign. As an example, if a Proponent wishes to offer a 50%

discount, their proposal should read “-50%“, which has an impact of reducing the price of each line item by 50%. If the Proponent wishes to offer a 50% surcharge, their proposal should read “+50%”, which has an impact of increasing the price of each line item by 50%.

The proponent with **the best discount** will be selected for negotiations in accordance with Part 4 – Terms and Conditions of the RFP Process. Since TCHC will select no less than three (3) proponents, TCHC will also negotiate with the next best vendors who will be offered the same discount rate as that offered by **the best discount proponent for each of three tables**. If a proponent does not wish to be awarded a spot on the qualified proponents list at that discount rate, TCHC will go on to negotiate with the next best discount proponent and, so on, until either no less than three (3) proponents have agreed to be on the qualified proponents list at the same discount rate as **the best discount respondent** or until TCHC is satisfied that its requirements have been met. Once the qualified proponents list is in place, work will be assigned to the proponents as the schedule develops. Proponent will be provided their group of various asset types, laundry rooms, upon award of the contract. TCHC will endeavor to be as fair as possible in the assignment of work.

From time to time, TCHC may slightly adjust, increase or decrease the number of assets to be inspected. The costs shown in “Submission C – Rate Bid Form” will apply.

**Hourly Rate for Additional Work**

Based upon the findings of the visual inspections, proponents may recommend non-destructive and other testing, as required, to ascertain existing conditions where appropriate. Additional costs for further investigation will not be incurred without the written consent from TCHC and will be charged at the rates agreed upon.

**Complete and sign the following:**

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Name of Company:

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Legal Name (if different from above):

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Name of Authorized Signing Officer:

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Title:

---

Signature:

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Dated at                                      This                                      day of                                      2016

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## SUBMISSION FORM D – LIST OF SUBCONTRACTORS

Complete this schedule providing all information requested on the schedule. If no subcontractors will be used on this project, Print “Own Forces” on the first page and submit that page with your submission. The proponent must advise TCHC in advance in writing of any intention to a change in subcontractors at any time during the contract. Note that TCHC reserves the right to reject any named subcontractor at its sole discretion.

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

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**Subcontractor 1.**

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

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Qualifications and experience of this Subcontractor:

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**Subcontractors** must declare if any litigation (past and present) or disqualification with **TCHC**.

Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

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**Subcontractor 2.**

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Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

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Qualifications and experience of this Subcontractor:

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**Subcontractors** must declare any litigation (past or present) TCHC. Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

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**Subcontractor 3.**

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Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

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Qualifications and experience of this Subcontractor:

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**Subcontractors** must declare any litigation (past or present) TCHC. Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

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**Subcontractor 4.**

Company	
Address	
Contact Person	
Contact Number	

Scope of Work to be performed by this Subcontractor:

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Qualifications and experience of this Subcontractor:

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**Subcontractors** must declare any litigation (past or present) TCHC. Include the following information:

- name of plaintiff;
- name of defendant;
- year litigation was initiated;
- disputed amount (\$);
- nature of dispute; and
- whether the dispute is ongoing or completed.

Include litigation details with your Submission by attaching details to this form, if applicable.

---

I CONFIRM THAT I HAVE AUTHORITY TO BIND THE PROPONENT, AND ATTEST TO THE ACCURACY OF THE INFORMATION PROVIDED ABOVE IN SUBMISSION FORM D – LIST OF SUBCONTRACTORS

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

## SUBMISSION FORM E – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last 3 years. Please note that none of the references are to be of any projects for TCHC or any of its affiliates.

TCHC reserves the right to contact the references to verify the information provided. Material differences between information provided by references and that on this form may result in disqualification unless a reasonable explanation is provided with supporting information.

### Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Email Address:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Work Undertaken	

### Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Email Address:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Work Undertaken	

### Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Email Address:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Work Undertaken	

## SUBMISSION FORM F – RATED CRITERIA

Proponents shall provide information required in this submission form as part of Stage II Evaluation of Rated Criteria. Stage II will consist of an evaluation of the rated criteria to determine the high score based on the following criteria. Below is an overview of the categories and weighting for the rated criteria of the RFP. Proponents shall refer to Section 3.3 - Rated Criteria for more information. Proponents who do not meet a minimum threshold of 70 points will not proceed to Stage III of the evaluation process.

ITEM NO.	RATED CRITERIA	Weighting (Points)	Minimum Threshold
1	Understanding of the Scope of Work, Methods and Approach	50	70 points
2	Technical Qualifications and Team Strength	20	
3	Related Experience and Reference Check (3 References)	30	
	<b>TOTAL</b>	<b>100 points</b>	<b>70 points</b>

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

Respondents are encouraged not to duplicate the detailed list provided in this RFP in response to the following criteria.

### **1. Understanding of the Scope of Work, Methods and Approach [50 points]**

The content of the submissions will be evaluated based on description of the issues in this assignment, stated approach and methodology in addressing and resolving these issues; understanding of deliverables, particularly report, spreadsheet work and acceptance of the terms and conditions set out in this RFP.

- (25 points) Provide description to demonstrate your understanding of the scope of the work, particularly in the followings:
  - Project deliverables (10);
  - Responsiveness to clients (5);
  - Quality acceptance and control practices (5);
  - Ability to complete the assignment on schedule and on budget (5).
  
- (5 points) Provide two (2) sample reports of a previous Building Condition Assessment completed by you, of a similar scope and size to this assignment, demonstrating your experience with one of the typical asset types: single family dwellings (detached and

semi-detached), multi-resident buildings, townhouses. Previous reports prepared for TCHC will not be accepted. Client names, addresses, etc. may be removed from the submitted reports.

- (20 points) Provide the methodology and approach you will use to conduct the assignment within the required timeframe and resources proposed, particularly in the areas:
  - Proven inspection and analyses methods (5)
  - Reliable inspection costing assumptions (5)
  - Quality control method (5)
  - Minimizing disruption to residents (5)

## **2. Technical Qualifications and Team Strength [20 points]**

The content of the submissions will be evaluated based on the Assignment Team experience, qualifications and expertise including sub-consultants, particularly in the scope of previous experience with projects of similar nature; the ability to apply previous experience to the assignment outlined in this RFP by the proposed organization, assignment of responsibilities to the team members; and satisfactory client references.

- (4 points) Provide an organizational chart, highlighting key personnel for who will be assigned to the project as identified in the scope of work, including the use of any sub-consultants.
- (4 points) Identify a prime contact who will be responsible for day-to-day supervision and accountable to TCHC. Staff substitution will not be permitted without expressed prior written approval of TCHC. (Maximum one (1) page).
- (4 points) Provide a resume for each team member that demonstrates their experience as it relates to the scope of work and assignments of similar scope and size. Include qualifications and role (including professional designations, if applicable) as they relate to the scope of work, including number of years in the position, number of years with the company, experience and education).

### **Resume of each team member must be included to the submission.**

- (4 points) Provide each team member's Accreditation/Licencing.  
**Only one (1) of the following accreditation and licensing is required and must be reflected** in the organizational chart and team member resumes:
  - a) Certification to meet the standards of Ontario Association of Home Inspectors or National Home Inspector Certification NHICC, or equivalent; or
  - b) Architectural Technologist: must declare that they are member(s) in good standing with the Association of Architectural Technologists of Ontario (AATO). Respondents are not required to submit verification, but TCHC will verify AATO status; or
  - c) Certified Engineering Technologist; or

- d) OAA: Architect(s) or Architectural Firm(s) must declare that they are member(s) in good standing with the Ontario Architect Association (OAA). Respondents are not required to submit verification, but TCHC will verify OAA status; or
- e) PEO: Engineer(s) or Engineering Firm(s): must be member(s) in good standing with the Professional Engineers of Ontario (PEO). Respondents are required to submit a copy of Certification of Authorization.
- f) Or proof of a member of related trades or professional occupations to perform assessments for various asset types.

**Copy of any of the accreditation and licensing above must be included to the submission.**

- (4 points) Clearly define the role of each team member and how the various team members will relate to each other in their respective roles and responsibilities. Must have proven experience of conducting building condition assessments. (Maximum two (2) pages for each person).

### **3. Related Experience and Reference Check [30 points]**

The content of the submissions will be evaluated based on provided three (3) examples of relevant experience as it relates to the scope of work and assignments of similar scope. Each example should include:

- Project name and address
- Client name, address and phone number
- Your role in the project
- Duration of the project
- Project scope and description
- Project value
- Any additional information on the project

Each example will be evaluated separately, with maximum of 10 points per example. Each example resume should be a maximum one-page long, showing the information listed above, as they relate to the scope of work.

TCHC will contact the references provided. The purpose of the reference check is to validate the information provided by Proponents. TCHC reserves the right to disqualify any Proponent that provides false or invalid information.



## APPENDIX A – SERVICES AGREEMENT

### Agreement Cover Sheet

TCHC: Toronto Community Housing Corporation  
TCHC's Address: [insert applicable TCHC address]  
TCHC's Representative: [name], [title]  
**[Department:]** [•]  
Email: [•]@torontohousing.ca  
Telephone: 416-[•]-[•]

Service Provider: [insert full name of Service Provider, e.g. Inc., Ltd. Corp., etc.]  
Jurisdiction of Service Provider: [insert jurisdiction of Service Provider organization, e.g. an Ontario corporation],  
Service Provider's Address: [insert full address of Service provider]  
Service Provider's Representative: [name], [title]  
Email: [•]  
Telephone: [•]-[•]-[•]  
Service Provider's HST: [•]

Term Commencement Date  
(MM DD, YYYY): [••, 20••]  
Contract Price [Lump sum of \$• OR Not to exceed \$•]  
Price Breakdown or Price List Schedule 1 attached hereto  
Attachments to Price Breakdown or Price List [insert attachments to Price Breakdown (if any)]  
Scope of Services Schedule 2 attached hereto  
Attachments to Scope of Services [insert attachments to Scope of Services, eg.:  
Attachment 1 (Request for Proposal (RFP) Documents)  
Attachment 2 (Relevant Portions of the Service Provider's Proposal)  
etc.]  
Key Personnel (if applicable) [Schedule 3 attached hereto, if applicable]

This Services Agreement (the “**Agreement**”) is between **TORONTO COMMUNITY HOUSING CORPORATION**, an Ontario corporation (“**TCHC**”) and the **SERVICE PROVIDER** identified in the Agreement Cover Sheet (the “**Service Provider**”).

In this Agreement, unless the context otherwise requires:

- a. “Agreement” means this Agreement and the Schedules listed in Section 2 below and attached hereto and forming part of the Agreement;
- b. “Supplier” means \_\_\_\_\_;
- c. “TCHC” means \_\_\_\_\_ Toronto Community Housing Corporation \_\_\_\_\_;
- d. “TCHC” means Toronto Community Housing Corporation. TCHC has appointed TCHC to manage and carry out the rights and obligations of TCHC under the terms and conditions of this Agreement. The Supplier shall work with, take instruction from, and obey the lawful directions of TCHC as TCHC.
- e. “Location” means all lands, buildings, and structures for which Services and Products are requested pursuant to this Agreement;
- f. “Services” means the services to be provided by the Supplier to the Locations in accordance with Schedule A, pursuant to the terms of this Agreement.
- g. “Products” means the items to be provided by the Supplier to the Locations in accordance with Schedule A, pursuant to the terms of this Agreement.
- h. “Hazardous Material” means any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Location, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under Provincial or statutory law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, including mould or myotoxins, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Location, or the environment.
- i. “Business Days” means weekdays, Monday to Friday from 8am to 4pm.

**RECITALS**

TCHC requires, and the Service Provider has agreed to provide the labour, efforts and work identified in Schedule 2-Scope of Services (the “**Services**”).

**The parties therefore agree as follows:**

**1. EVIDENCE OF AGREEMENT & PRECEDENCE OF DOCUMENTS**

**1.1 Agreement Documents**

This Agreement consists of the terms of this Agreement, the Agreement Cover Sheet, and the documents listed in the Agreement Cover Sheet and attached hereto.

## 1.2 Precedence of Agreement Documents

If there is any conflict or inconsistency between the documents constituting the Agreement, unless otherwise provided, such documents will prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:

- (a) the terms of this Agreement;
- (b) the Agreement Cover Sheet;
- (c) the purchase order issued by TCHC to the Service Provider and any attachment thereto in respect of the performance of the Services, which shall be subject to the terms of this Agreement (the “**Purchase Order**”)
- (d) Schedule 1-Price Breakdown;
- (e) any Attachments to Schedule 1-Price Breakdown in the order that such attachments are listed in the Agreement Cover Sheet;
- (f) Schedule 2-Scope of Services, Proposal, RFP;
- (g) any Attachments to Schedule 2-Scope of Services in the order that such attachments are listed in the Agreement Cover Sheet; and
- (h) Schedule 3-Key Personnel (if any).

## 1.3 Entire Agreement and Amendment in Writing

- (a) The Agreement contains the entire agreement between TCHC and the Service Provider with respect to its subject matter and supersedes all prior communications and negotiations between TCHC and the Service Provider in this regard, unless those communications expressly form part of the Agreement.
- (b) No terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein, including without limitation, the Service Provider’s printed terms and conditions, and any terms and conditions contained in any Service Provider’s proposal, quotation, invoice, order acknowledgment, confirmation, acceptance or other instrument, shall be binding.
- (c) No amendment or variation of the Agreement is valid or binding on a party unless made in writing and signed by TCHC and the Service Provider.

## 2. TERM

This Agreement shall commence on Commencement Date set out in the Agreement Cover Sheet and will remain in force, unless terminated earlier in accordance with the Agreement, until completion by the Service Provider of all of its obligations under the Agreement.

## 3. SERVICES & BACKGROUND INFORMATION

### 3.1 Scope of Services

In exchange for the payment of the prices set out in Schedule 1-Price Breakdown, the Service Provider shall provide the Services described in Schedule 2-Scope of Services in accordance with the terms of this Agreement.

The Supplier agrees to provide the Services and / or Products pursuant to the terms of this Agreement with respect to the Locations detailed on the attached Schedule 2.

The Supplier agrees to furnish all labour, materials, tools and equipment and to secure all permits and approvals necessary for complete performance of the work. All materials supplied hereunder shall be new and of the finest quality and suitable for the purposes for which they were manufactured and all workmanship shall be of the highest standard and quality. All materials, tools and equipment used by the Supplier shall comply with, and the work shall be performed in accordance with, all applicable laws, regulations, orders, municipal or other bylaws, ordinances and rules.

### 3.2 No Warranty

TCHC does not give any warranty or undertaking of whatever nature in respect of the of information provided to, or obtained by, the Service Provider or the Service Provider Personnel through a site visit, a pre-bid conference or otherwise. “**Service Provider Personnel**” means Service Provider’s employees, agents, representatives and subcontractors (including subcontractors’ employees, agents and representatives) involved in the performance of the Services.

## 4. SERVICE PROVIDER’S WARRANTIES

### 4.1 Service Provider’s Warranties

The Service Provider warrants that:

- (a) all of the Services will be provided in accordance with all applicable laws, regulations and standards and in accordance with TCHC’s specifications;
- (b) in relation to performance of the Services and provision of the Work (as defined in Section 8):
  - (i) the Service Provider and the Service Provider Personnel will exercise the standards of diligence, skill and care exercised by an experienced and competent person performing services of a similar nature; and
  - (ii) any equipment used by Service Provider or the Service Provider Personnel on or at properties, buildings and/or equipment owned or managed by TCHC will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Service Provider Personnel,

in each case, to the satisfaction of TCHC, acting reasonably.

In addition to any other express or implied warranties or guarantees made by the Supplier, the Supplier guarantees all the work to be performed and all materials to be furnished in connection with the Work against defects in materials or workmanship which may develop within a period of three (3) years from the date of final acceptance of the completed Work, unless otherwise specified by TCHC. The Supplier shall, promptly after receipt of written notice of any such defects, correct or replace such defects and shall pay for any resulting damage without cost to TCHC. If the Supplier does not correct such defects promptly after receipt of written notice thereof, TCHC may correct such defects and charge to the Supplier all costs incurred as a result (including all normal overhead charges), plus a supervisory fee of up to twenty-five percent (25%) of such costs. For purposes of this Contract, the date of final acceptance of the completed Work shall be the first to occur of:

- (a) the day on which TCHC sends written notice of such acceptance to the Supplier; and
- (b) the fortieth (40th) day following completion of the Work by the Supplier, provided that prior to such day TCHC has not sent to the Supplier written notice that TCHC does not accept the Work.

#### 4.2 Correction of Defective Services

Upon receipt of a notice from TCHC that any portion of the Services do not conform with section 4.1 (“**Defect**” or “**Defective**”), the Service Provider must correct or re-perform Defective Services (including providing any additional services necessary to correct such Defect) at no cost to TCHC prior to the time specified in TCHC’s notice. If the Service Provider fails to correct any Defect in the Services identified by TCHC pursuant to this section 4.2, TCHC may correct any Defect at the Service Provider’s risk and cost and any costs and expenses incurred by TCHC will be recoverable from the Service Provider as a debt due and payable.

### 5. SERVICE PROVIDER PERSONNEL

#### 5.1 Service Provider Personnel

The Service Provider is required to supply all Service Provider Personnel in sufficient numbers and appropriately qualified, competent and skilled for the proper performance of the Services.

#### 5.2 Key Personnel

If requested by TCHC, the titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services by the Service Provider Personnel (including subcontractors and subcontractors’ employees, agents and representatives) are described in Schedule 3 attached hereto (the “**Key Personnel**”). Except with TCHC’s prior express consent, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications. All requests for consent to substitute any Key Personnel must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). The request must contain a resume for the proposed substitute(s), and any other information requested by TCHC.

#### 5.3 Removal and/or Replacement of Personnel

TCHC may object to any of the Service Provider Personnel who, in the opinion of TCHC, is lacking in appropriate skills or qualifications, engages in misconduct or is incompetent or negligent. Service Provider must remove such Service Provider Personnel upon receipt from TCHC of notice requiring it to do so and must not re-employ that person in connection with the Services without the prior express consent of TCHC. In addition, the Service Provider must at its cost replace such removed Service Provider Personnel with suitably qualified, competent, skilled and approved Service Provider Personnel.

### SUPERVISION AND STAFFING

The Supplier will not subcontract any of the Services without TCHC’s approval, which shall not be unreasonably withheld. If the Supplier at any time gets approval for any subcontracting of the Services, the Supplier will do the following:

- (a) Provide TCHC and keep up-to-date as necessary information about subcontractors TCHC may reasonably require.
- (b) Ensure subcontractors carry out their obligations in accordance with the Agreement and its Schedules.
- (c) Regularly monitor the performance of subcontractors and take prompt corrective action to remedy deficiencies.
- (d) Keep TCHC informed of any issues with the subcontractors.

Despite TCHC's approval of the subcontracting of any of the Services, the Supplier will remain at all times liable under this Agreement for those Services and for any acts or omissions of its subcontractors.

The Supplier will be solely responsible for the supervision and direction of its and its subcontractors' employees. The Supplier will be required to update TCHC if there is any change in the subcontractors to be utilized at TCHC's locations.

The Supplier and its subcontractors shall use staff that are properly trained and maintain all necessary licences or permits to perform the Services. The Supplier must provide copies of any and all required licences or permits, upon request, to [TCHC](#).

The Supplier and its subcontractors will carry out, for any person used to furnish the Services to a Location, criminal record checks and other background checks. The Supplier and its subcontractors will not use to furnish the Services to a Location, any person whom those checks show has a criminal record or for whom the Supplier and its subcontractors has reasonable grounds to believe that person may be a threat to the security of TCHC's information, staff or property. The Supplier and its subcontractors will keep proper evidence of having performed checks and provide this evidence to TCHC on no less than ten (10) Business Days' notice.

The Supplier shall not employ, in any capacity, any person who is a current employee of TCHC or TCHC.

If [TCHC](#) determines, in its sole opinion and for any reason, that any particular Supplier's or [its](#) subcontractors' employee is unsatisfactory to [TCHC](#), then upon written notice from [TCHC](#) to the Supplier, the Supplier shall remove said person and shall provide a qualified replacement.

The Supplier's [s](#) and [its](#) subcontractors' employees must be legally able to work in the regions where Services are to be provided or the Products supplied. The Supplier shall comply in all instances with all federal, provincial / state and municipal laws, rules and regulations concerning their employment and labour relations. Each employee of the Supplier and its subcontractors must be a minimum of 18 years old and have attained sufficient experience and training to perform the work.

#### **5.4 No additional Costs**

The Service Provider shall have no claim for additional costs arising out of or incidental to any removal, substitution and/or replacement of Service Provider Personnel (including Key Personnel).

## **6. PRICING AND PAYMENT**

### **6.1 Contract Price and Rates**

The "**Contract Price**" is the sum of the prices quoted for the Services, including all expenses which may be incurred by the Service Provider in relation to the provision of the Services (including without limitation travel expenses) and including all Taxes (other than Goods and Services Tax (GST)/Harmonized Sales Tax (HST), Quebec Sales Tax (QST) or provincial sales tax imposed by the laws of a Canadian province (PST) applicable).

The rates and prices detailed in Schedule 1-Price Breakdown herein shall be fixed and firm for the duration of the Agreement and shall not be subject to escalation. All labour rates (whether regular rate or overtime rate) are all-inclusive, and shall include the following:

- (a) vacation, statutory holidays, sick and other leave with pay;
- (b) allowances, workers' compensation dues, employment insurance contributions, other taxes and insurances measured by payroll, employee benefits such as pension, health and life insurances, disability insurance, bonus programs, union assessments, training funds, industry and administration funds;

- (c) small tools and personal protective equipment; and
- (d) overhead, profit, including off-site support employees, off-site facilities, and general home office expenses.

## 6.2 Pricing Structure

If the Services are priced:

- (a) on a lump sum basis as indicated in Schedule 1-Price Breakdown, provided that there are no material changes to Schedule 2-Scope of Services authorized through a written variation, the Service Provider guarantees completion of the Services for the fixed, pre-set amount that covers everything and all actions needed for the full and satisfactory completion of the Services at the lump sum price set out in Schedule 1 – Price Breakdown;
- (b) on a cost reimbursable basis as indicated in Schedule 1-Price Breakdown, TCHC shall reimburse the Service Provider's costs and expenses (including the Service Provider's professional charges) incurred by the Service Provider; provided that:
  - (i) the costs and expenses have been expressly approved by TCHC prior to the Service Provider incurring such costs and expenses;
  - (ii) the Service Provider has provided TCHC with satisfactory evidence of the costs and expenses; and
  - (iii) the costs and expenses do not exceed the amount estimated for the completion of Services priced on a cost reimbursable basis as set out in Schedule 1-Price Breakdown.

Where the Services are priced on a cost reimbursable basis and the Agreement Cover Sheet and/or Schedule 1-Price Breakdown refer to a "not to exceed" amount, the Service Provider guarantees the completion of the Services for a sum not exceeding the total amount referred to on the Agreement Cover Sheet.

TCHC may at any time, by a written change order, do either of the following:

- a) make changes in, additions to or deletions from the Specifications or scope of work as defined in the contract and/or tender documents; or
- b) change or add to or delete from the Work.

The Supplier shall not be entitled to any payment in respect of any extra work performed unless such work has been previously authorized in writing by TCHC prior to the extra work being carried out.

## 6.3 Invoicing

- (a) All invoices shall be identified with the **[contract number? PO number?]** indicated on the **[contract number? PO number?]**.
- (b) Invoices will be submitted in accordance with payment schedule in Schedule 1 – Price Breakdown. In the absence of such payment schedule, all invoices must be sent to TCHC within **[60]** days after provision of the Services to which the invoice makes reference, otherwise payment of the invoice may be significantly delayed, and delayed payment under these circumstances shall not be considered a breach of TCHC's obligations hereunder. Each invoice will be submitted with proper backup documentation to evidence to the satisfaction of TCHC that all Services that are the subject of the invoice have been performed. GST/HST, QST or PST applicable to the Services shall be listed as a separate line item in each invoice.

- (c) The Service Provider waives its right to the payment of any invoices that have been received for the first time by TCHC more than 180 days after the provision of the Services to which the invoice makes reference.

#### **6.4 Payment**

TCHC shall pay all invoices (except any invoice that contains a disputed charge or disputed fee), within 30 days after the date the invoice is received and approved.

All prices and values are stated and shall be paid in Canadian Dollars unless agreed otherwise.

Payment by TCHC to the Service Provider shall not constitute acceptance of the Services. If at any time TCHC overpays any amounts to the Service Provider, such overpayment shall be promptly repaid by the Service Provider to TCHC.

Unless otherwise agreed to by the parties, TCHC shall not pay any charge for late payment

#### **6.5 Set-off**

If the Service Provider is in any way indebted to TCHC, either under the terms of this Agreement or for any other reason, TCHC shall have the right of set-off to the extent of such debt.

#### **6.6 No Minimum Purchase or Exclusivity**

Nothing in the Agreement obliges TCHC to request or acquire any minimum level of Services from the Service Provider. The Agreement is not evidence of, nor does it create, an exclusive relationship between TCHC and the Service Provider in respect of the Services.

### **7. TAXES**

#### **7.1 Taxes**

The Contract Price is inclusive of all Taxes for which the Service Provider is responsible under applicable laws. “**Taxes**” means any and all taxes, levies, impost duties, stamp duties, fees, withholdings, assessments, deductions or charges whatsoever, imposed, assessed, levied or collected by any governmental authority, together with interest, fines and penalties, including occupational, excise, unemployment, ownership, sales, gross receipts, income taxes, payroll taxes, employer contributions (both statutory and otherwise) and workers’ compensation payments and contributions, but does not include value-added tax.

#### **7.2 Withholding Taxes**

If the Service Provider is not a resident of Canada or becomes a non-resident of Canada during the term of the Agreement, the Service Provider shall ensure that each invoice issued to TCHC identifies that portion of the Services performed in Canada, in which event TCHC is entitled to withhold from any amounts payable to Service Provider such amounts that TCHC may be obliged to withhold under applicable tax law for Services performed in Canada.

### **8. TITLE TO THE WORK**

All deliverables, including any Documents, described in Schedule 2-Scope of Work or that result from the Services (the “**Work**”) provided or to be provided by the Service Provider shall become the sole and absolute property of TCHC as and when created. The Work shall be free and clear of all encumbrances. The Service Provider hereby waives its, and shall cause all of the Service Provider Personnel to waive their, moral rights in the Work for the benefit of TCHC, its successors, assigns and licensees. The Service Provider shall take



all actions as reasonably necessary to assist TCHC in asserting its right of ownership over the Work. **“Documents”** means, without limitation, any writing of information, being in any medium, including charts, designs, drawings, shop drawings, diagrams, assessments, data-sheets, specifications, working papers, presentations, data, reports (draft and/or final), software (including software coding), recordings (including audio and video) photographs, negatives, templates, spreadsheets and databases, recommendations and writings of any other nature made in connection with TCHC or the Services.

## 9. INTELLECTUAL PROPERTY RIGHTS

### 9.1 Intellectual Property Rights and Background IP

All Intellectual Property Rights owned by or licensed to the Service Provider prior to and after the date of this Agreement, other than any Intellectual Property Rights arising from the Services and/or the Work (**“Service Provider Background IP”**), are and shall remain the exclusive property of the Service Provider, as applicable. **“Intellectual Property Rights”** means all industrial and intellectual property rights, including all copyright, rights in relation to inventions (including patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trade marks, circuit layout designs and rights in relation to circuit layouts and all registrations and applications for registration related thereto.

### 9.2 Work IP

All Intellectual Property Rights (including the Work) arising from and relating to the Services (the **“Work IP”**), shall be the exclusive property of TCHC and for this purpose and at no additional cost to TCHC, the Service Provider hereby assigns and transfers, and shall cause the Service Provider Personnel to assign and transfer, to TCHC (or its designee), all their rights and title in and to the Work IP throughout the world. The Service Provider shall execute and deliver, and shall cause the Service Provider Personnel to execute and deliver, all such documents and do all such other acts as TCHC may reasonably require in order to vest fully and effectively all Work IP in TCHC. The Service Provider shall not, without the express consent of TCHC, reproduce, use, communicate or register any interest in or otherwise deal with the Work IP, for any purpose other than to perform the Service Provider’s obligations under this Agreement.

### 9.3 Background IP License

The Service Provider hereby grants to TCHC a fully paid, non-exclusive, worldwide, transferable (with the right to assign and sub-license), royalty free, irrevocable, perpetual license of the Service Provider’s Background IP as necessary to receive the full benefit of the Work and exercise TCHC’s rights in the Work.

### 9.4 Intellectual Property Infringement

The Service Provider shall be liable for and shall indemnify, defend and hold harmless TCHC, its Shareholder, affiliates, directors, officers, appointees, employees, volunteers and agents against any claim, whether direct or indirect, in connection with infringement of any Intellectual Property Right relative to the Work and/or Services. **“Shareholder”** means the City of Toronto.

## 10. CONFIDENTIALITY

### 10.1 Obligation of Confidentiality

Except as otherwise permitted by this Agreement, any Confidential Information which Service Provider has or which may come into its possession in the course of this Agreement, will be kept confidential and will not, without TCHC’s prior express consent, be disclosed by the Service Provider in any manner and will not be

used by Service Provider for any purpose other than to perform its obligations under this Agreement. The Service Provider may only disclose or permit access to the Confidential Information to the Service Provider Personnel or to the Service Provider's advisors who have a need to know the Confidential Information, who must be advised of the confidential nature of the Confidential Information and who agree to be bound by the terms of this section. If the Service Provider becomes legally compelled or required by any governmental authority having appropriate jurisdiction to disclose any of the Confidential Information, the Service Provider shall, if permitted under law, promptly provide TCHC notice so that TCHC may seek a protective order or other appropriate remedy.

**"Confidential Information"** means all information, including Personal Information and documents acquired, directly or indirectly from any source in writing, orally or through observation, and includes all documents, financial data, assets, operations, activities, prospects or trade secrets, analyses, compilations, notes, studies, expansion and development plans, software, writings, photographs, films, video, audio recordings or other documents prepared by or received from TCHC, its subsidiaries, representatives or agents and all other information related to the Agreement or acquired in connection with the Agreement.

**"Personal Information"** means all information pertaining to an identifiable individual other than the name, business telephone number and business address of such individual as an employee of an organization.

## 10.2 Exceptions

Confidential Information as defined in section 10.1 does not include information which: (a) at the time of disclosure was in the public domain; (b) after disclosure hereunder, is published or otherwise becomes part of the public domain through no fault of the Service Provider; or (c) the Service Provider can prove was in its possession at the time of the disclosure and was not subject to any confidentiality obligation.

## 10.3 Return of Confidential Information

Upon termination or expiration of this Agreement, the Service Provider shall promptly and in any event within 7 days after such request from TCHC, return or destroy all copies of Confidential Information and other material if it contains Confidential Information, and delete all Confidential Information from all computer systems and databases. The Service Provider may, however, retain:

- (a) one copy of the Confidential Information in secure storage, for use in the event of litigation or a dispute relating to the Agreement; and
- (b) any copies of computer records and/or files containing the Confidential Information which have been created pursuant to automated process such as archiving and/or backup procedures or policies,

provided that each and any such copies: (i) cannot be accessed in the regular course of business; (ii) are maintained and archived in compliance with reasonable information security standards; and (iii) are properly deleted as required by the Service Provider's normal course record retention policies. Any Confidential Information that is not returned or destroyed by the Service Provider remains subject to confidentiality obligations under this Agreement.

## 10.4 Freedom of Information

This Agreement is subject to the provisions of *the Municipal Freedom of Information and Protection of Privacy Act* (the "**Act**"), as amended from time to time. Accordingly, this Agreement and any materials or Personal Information provided to TCHC through the performance of its obligations or as otherwise acquired or developed may be subject to disclosure or protection pursuant to the Act.

# 11. CONFLICT OF INTEREST

### 11.1 Disclosure of Conflict of Interest

If the Service Provider, its partners, Service Provider Personnel, or any of their respective professional advisors (including legal representatives, accountants and consultants), prior to or during the term of this Agreement, discovers any perceived, potential or actual Conflict of Interest that the Service Provider, its partners, Service Provider Personnel, or any of their respective professional advisors may have with TCHC, its Shareholder or its affiliates, the Service Provider shall promptly disclose the perceived, potential or actual Conflict of Interest to TCHC. “**Conflict of Interest**” includes any situation or circumstance where, in relation to the Services and/or this Agreement, the Service Provider’s, its partners’, Service Provider Personnel’s, or any of their respective professional advisors’ other commitments, relationships or financial interests, (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of TCHC, its Shareholder or its affiliates; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of a Service Provider’s obligations under the Agreement.

### 11.2 Breach and Waiver of Conflict of Interest

A breach of this section 11 by the Service Provider shall entitle TCHC to terminate this Agreement for cause, in addition to any other remedies that TCHC has in law or in equity.

TCHC may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest of the Service Provider, its partners, Service Provider Personnel, or any of their respective professional advisors. A waiver shall be upon such terms and conditions as TCHC, in its sole discretion, requires to satisfy itself that the perceived, potential or actual Conflict of Interest has been appropriately managed, mitigated or minimized.

## 12. SUSPENSION & TERMINATION

### 12.1 Suspension

TCHC may suspend the Services at any time and for any reason (or not reason at all) upon providing notice to the Service Provider and such notice having immediate effect (unless stated otherwise). At the end of the suspension period, TCHC and the Service Provider may negotiate in good faith any adjustments to the pricing and Services schedule to account for the time in which the Services were suspended. The Service Provider shall not be entitled to any adjustment where the suspension was a result of any act or omission of the Service provider.

### 12.2 Termination Without Cause

TCHC may terminate this Agreement without cause (which includes for any reason and no reason at all) upon 10 days notice to the Service Provider.

Notwithstanding any other provision, if TCHC terminates the Service Provider pursuant to this section 12.2, the sole claim of the Service Provider against TCHC and the sole liability of TCHC under this Agreement shall be payment of:

- (a) all undisputed invoices for Services provided up to the effective date of termination; and
- (b) any reasonable and auditable cancellation expenses incurred by the Service Provider as a result of termination under this section 12.2.

### 12.3 Termination With Cause

If the Service Provider:

- (a) engages in wilful misconduct or is negligent;

- (b) repudiates the Agreement or abandons the Services;
- (c) materially breaches any law applicable to the provision of Services;
- (d) goes into receivership, insolvency, bankruptcy, or a resolution is passed for the Service Provider's liquidation or winding-up; or
- (e) commits a material breach of the Agreement (other than a breach already referred to in this section) and one of the following applies: (i) the nature of the breach cannot be cured; or (ii) the breach can be cured, but the Service Provider has failed to cure such breach within 30 days after receipt of notice from TCHC of the breach,

TCHC shall be entitled to immediately terminate this Agreement upon providing notice to the Service Provider.

#### **12.4 Effects of Termination With Cause**

If TCHC terminates this Agreement with cause, then in addition to any other legal remedy or recourse in law or in equity available to TCHC, TCHC shall be entitled to: (a) withhold any amounts due to the Service Provider to cover the costs of disputes arising from or in connection with the termination; and (b) complete the Services or have a third party complete the Services and charge to the Service Provider any additional costs in connection to the completion of the Services that are over and above the pricing quoted by the Service Provider in Schedule 1-Price Breakdown.

### **13. INSURANCE**

#### **13.1 Service Provider Insurance**

Prior to commencement of the Services and until the earlier of termination of this Agreement or the expiry of its term, the Service Provider shall, at its sole expense, maintain the following minimum insurance on its own behalf:

- (a) worker's compensation coverage for all Service Provider Personnel, consultants and other representatives of the Service Provider, in accordance with applicable laws;
- (b) commercial general liability insurance, insuring against liabilities arising from bodily injury, death and property damage to policy limits of at least five million dollars (\$5,000,000.00) per occurrence, arising out of or in consequence of the Service Provider's performance of the Services;
- (c) if the Service Provider will use any vehicle in the performance of its obligations under this Agreement the Service Provider shall obtain automobile liability insurance, insuring against liabilities arising from bodily injury, death, property damage, with policy limits of at least two million dollars (\$2,000,000.00) per occurrence, for any and all motor vehicles, owned, leased, rented, operated or used by or on behalf of the Service Provider and the Service Provider Personnel;
- (d) if the Service Provider is performing professional services as part of the Services, errors and omissions insurance (sometimes referred to as professional liability or professional indemnity insurance) insuring against liabilities arising from professional negligent acts, or errors or omissions with policy limits of at least five million dollars (\$5,000,000.00); and
- (e) such other insurance as TCHC shall deem appropriate for the Service Provider to obtain and to which TCHC and the Service Provider shall mutually agree.

#### **13.2 Insurance Terms**

- (a) The insurance provided for in section 13.1(b) must name TCHC and its Shareholder and affiliates as additional insureds. Further, all such policies provided in section 13.1(b) must state, by endorsement or

otherwise, that all insurers waive their rights of subrogation against TCHC and its Shareholder and affiliates.

- (b) In no event shall TCHC be responsible for any premium payment, deductible, self-insured retention or claims reporting provisions.
- (c) The Service Provider shall provide TCHC with certificates of insurance, evidencing all of the stated insurance coverage and reflecting the effective and expiration dates of such coverage no later than **[10]** business days after the signature date of this Agreement. All required insurance policies shall be placed with insurers licensed to conduct business in the Province of Ontario.
- (d) If the Service Provider fails to maintain such insurance and provide certificate of insurance evidencing such insurance, TCHC shall, without prejudice to its other rights and remedies, have the right (but not the obligation) to take out and maintain substantially similar insurance for all parties on behalf of the Service Provider, who shall furnish all necessary information as required and shall pay the cost of such insurance to TCHC immediately upon presentation of a bill.
- (e) The insurance policy in sections 13.1(b) and (d) must provide that 30 days' notice be given to TCHC prior to any material changes, termination or cancellation of any such policy or policies. With respect to workers' compensation coverage under section 13.1(a), the Service Provider must give immediate notice to TCHC of loss or suspension of any applicable coverage.
- (f) Any type of insurance or any increase of limits of liability not described above which the Service Provider requires for its own protection or on account of applicable laws shall be its own responsibility and at its own expense.

### **13.3 Subcontractor's Insurance**

The Service Provider must ensure that its subcontractors and consultants have the benefit of or effect and maintain equal insurance coverage as required to be effected by Service Provider.

## **14. LIABILITY AND INDEMNITY**

### **14.1 TCHC Not Liable**

The Service Provider agrees that TCHC, its Shareholder, affiliates, directors, officers, appointees, employees, volunteers and agents shall not be liable for any injury or damage including death, property loss, or damage sustained by the Service Provider, its partners, the Service Provider Personnel or any other third party that arises from or relates, directly or indirectly, in whole or in part, to any act or omission by the Service Provider, its partners, the Service Provider Personnel in the performance of the Services.

### **14.2 Indemnity**

The Service Provider shall indemnify and save harmless TCHC, its Shareholder, affiliates, directors, officers, appointees, employees, volunteers and agents (the "Indemnitees") from and against any and all liability that the Indemnitees may suffer, sustain or incur, and any claim against the Indemnitees (including legal fees incurred in defending any claim on a full indemnity basis), arising as a result of, in respect of, or arising out of any one or more of the following:

- (a) any lien or any other encumbrance that is lodged or registered in respect of the Services and/or the Work by the Service Provider Personnel;
- (b) any physical loss of or damage to all or any part of any site and building, or to any equipment, assets or other property related thereto;
- (c) the death or personal injury of any person;

- (d) any physical loss of or damage to property or assets of any third party; or
- (e) any other loss or damage of any third party,

in each case, arising, directly or indirectly, out of, or in consequence of, or involving or relating to, the performance or any breach of this Agreement by the Service Provider or any act or omission of the Service Provider or any of the Service Provider Personnel or any other person for whom the Service Provider is responsible at law.

#### **14.3 Limitation of Liability**

TCHC shall not be liable to pay the Service Provider in connection with this Agreement for any indirect, consequential, aggravated, special, incidental or punitive damages. Further, the liability of TCHC in connection with this Agreement is limited to a sum equal to the aggregate invoiced amount submitted under the Agreement.

#### **14.4 TCHC as Trustee**

Every exemption, limitation of liability and indemnity and any other benefit contained in this Agreement to which TCHC is entitled will be held by TCHC as trustee for the benefit of, and will extend to protect TCHC's Shareholder, affiliates, directors, officers, appointees, employees, volunteers and agents.

### **15.AUDIT RIGHTS**

The Service Provider shall prepare and maintain books and records of account respecting its business with TCHC under this Agreement. Upon reasonable demand, the Supplier shall permit TCHC, or any person designated by TCHC, to inspect, audit and copy books and records (including invoices, accounts, receipts, time sheets, travel statements) of the Service Provider, and the Work to verify compliance with this Agreement during business hours and upon prior notice to the Service Provider.

This section 15 shall survive expiration or termination of this Agreement for a period of 3 years thereafter.

### **16.HEALTH AND SAFETY**

In performing the Services, the Service Provider shall:

- (a) take all necessary precautions in connection with the Services in order to ensure the safety and health of all persons potentially affected by the Services; and
- (b) comply with the most stringent of the following requirements:
  - (i) relevant local, provincial, national and international laws, regulations, standards and codes of practice (including all industry codes of practice);
  - (ii) health, safety and environmental requirements set out in the Agreement;
  - (iii) TCHC's safety, health and environmental policies; and
  - (iv) the Service Provider's safety, health and environmental policies.

### **COMPLIANCE**

The Supplier shall comply with the Occupational Health and Safety Act (Ontario) ("OHSA"), the Technical Standards and Safety Authority Act 2000 (Ontario), the Workplace Safety and Insurance Act (Ontario) and all other prevailing federal, provincial and municipal laws, regulations, standards, codes and guidelines (the "Laws")

applicable to the Supplier and the Work. The Supplier shall familiarize itself with and procure all required permits and licenses and pay all charges and fees necessary or incidental to the due and lawful prosecution of the work and shall indemnify and save harmless TCHC and its respective directors, officers, agents and employees against any claim or liability from or based on the violation of any Laws, whether by the Supplier, its officers, employees, representatives or agents. At the request of TCHC, the Supplier shall furnish TCHC with evidence of such compliance, and in particular, evidence from the Workplace Safety and Insurance Board or equivalent, indicating that the Supplier is in compliance with and has paid all assessments and other amounts owing pursuant to the Workplace Safety and Insurance Act or its equivalent if the Work is in another jurisdiction.

## HAZARDOUS WASTE

Where the work includes handling, installing, removing, transporting, disposing of, applying or using any controlled, hazardous or toxic substances or contaminants (collectively referred to herein as the “Substances”) and, without restricting the generality of the foregoing, including Substances regulated by the OHSA, the Environmental Protection Act, Ontario Water Resources Act, the Pesticides Act and any other applicable laws, the Supplier agrees to operate in compliance with such laws.

## ENVIRONMENTAL

The Supplier agrees, in the discharge of its duties under and pursuant to this Agreement, to comply with any and all directions, instructions, work orders or other notices from TCHC with respect to compliance with TCHC or TCHC’s environmental policy. The Supplier must give due consideration to the environment in the discharge of its duties under and pursuant to this Agreement, including, without limitation, using environmentally friendly materials and/or processes consistent with prudent industry practices, to indemnify and to provide prior written notice to TCHC if materials and processes are to be used that may be environmentally hazardous or present health or environmental concerns.

Further, the Supplier will consider the energy intensity of its products and services, in the event that TCHC requests such information related to the carbon footprint of this aspect of their business. Please refer to clause 8 ‘Hazardous Waste’ found on TCHC’s Purchase Order Terms & Conditions for details.

Recycling The Supplier agrees to follow proper recycling procedures and proper disposal that may be applicable to the performance of the services covered by this Agreement.

### Occupational Health and Safety

The Supplier shall be responsible for all occupational health and safety regulations and requirements related to its performance of this Agreement. In the event that the Supplier’s or its subcontractors’ staff have an accident while performing the Services, the Supplier shall advise TCHC of such accident by the next business day and provide an appropriate accident summary report every three months. Occupational Health and Safety legislation, including WHMIS legislation, requires that all employers train their employees on all aspects of workplace health and safety as it pertains to the performance of this Agreement.

## 17.FORCE MAJEURE

### 17.1 Force Majeure

A party will not be liable for any delay or failure to perform any of its obligations under the Agreement if as soon as possible after the beginning of the Force Majeure affecting the ability of the party to perform any of its obligations under the Agreement, it gives a notice to the other party. “**Force Majeure**” means a cause or event which is beyond the reasonable control of the party claiming force majeure, not able to overcome

by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives and was not the result of the negligence or breach of contract by the party claiming force majeure, and includes: acts of God, fires, explosions, floods, riots, wars, tornadoes, hurricanes, severe winter storms, severe hail storms, earthquakes, epidemic, quarantine, terrorism, governmental acts, expropriations, strikes, lockouts and protests, provided, however, that any economic hardship including lack of funds or credit shall not constitute Force Majeure.

The party claiming Force Majeure may suspend the performance of its obligations.

## **17.2 Force Majeure Notice**

The party claiming Force Majeure must give prompt notice to the other party with all the details and particulars of the event causing the Force Majeure. The notice of Force Majeure must include a plan to mitigate the adverse effects of the Force Majeure and indicate the date on which the party claiming the Force Majeure expects to resume the performance of its obligations.

## **18. GENERAL PROVISIONS**

### **18.1 Independent Contractor Status**

The Service Provider is and shall remain an independent contractor and not an employee of TCHC, and the Service Provider and Service Provider Personnel will not be entitled to any benefits which would ordinarily accrue to any employee of TCHC by virtue of their status as an employee. This Agreement does not constitute the parties as partners, joint venturers or agents of each other and no party may so represent itself in this manner.

### **18.2 Assignment and Enurement**

Service Provider may not assign this Agreement or subcontract its obligations under this Agreement without the express consent of TCHC, which consent may be withheld or conditioned in TCHC's sole and absolute discretion. Upon notice to the Service Provider, TCHC may assign this Agreement to an affiliate without the consent of the Service Provider. This Agreement enures to the benefit of the parties and it is binding upon the parties' heirs, executors, successors and assigns.

### **TCHC Policies**

The Supplier acknowledges receipt of TCHC's policies on Conflict of Interest, Code of Conduct and Fair Wage Policy as amended from time to time (the "Policies"). The Supplier agrees to comply with the Policies in connection with its performance of the Work.

### **Vendor Performance**

The Supplier agrees to adhere to TCHC's Vendor Performance Standards as specified in the contract and/or tender documents and/or by TCHC.

### **Disruptive Action**

The Supplier shall take all reasonable action to prevent any picketing or strikes by its and its subcontractors' employees at the Locations or any other disruptive actions which may in any way affect [TCHC](#). In the event of a strike or other work stoppage involving the Supplier's or its subcontractors' employees or suppliers which result in the Supplier being unable to perform all or a portion of its work hereunder, the Supplier shall use reasonable commercial effort to reasonably maintain the Services set forth herein with the least effect on TCHC's normal operations. The Supplier will use reasonable effort to make the arrangements that are necessary to maintain the Services set forth in this Agreement. Whether as a result of a strike or otherwise, if the Supplier fails to begin to perform its obligations



hereunder within a period of 48 hours following receipt of written notice of such failure, [TCHC](#) shall have the right to terminate this Agreement (pursuant to the remedies noted under the section Termination of this contract) or work with the supplier to employ another supplier to perform the Supplier's obligations.

The Supplier, acting reasonably, shall only allow on the Locations its and its subcontractor employees approved by TCHC. The Supplier will be responsible for the security of the site and for preventing access by non-workmen. [TCHC](#) or the Landlord accepts no responsibility for losses, damage or theft of Supplier's tools, equipment, materials or work.

### **Site Security**

The Supplier and its subcontractors' employees agree that it shall not use any of TCHC's office equipment such as telephones, fax machines, photocopiers or computers, unless otherwise authorized.

The Supplier and its subcontractors shall be responsible for all false alarm related charges directly caused by Supplier or its subcontractors' error or improper alarm activation. If the Supplier is provided keys or other access devices for any Location, the Supplier shall be responsible for any costs to TCHC related to the lost and / or the failure to return such keys or other access devices.

The Supplier shall report to TCHC of any items of value found at any time within the Locations or surrounding grounds.

The Supplier acknowledges that its failure to meet one or more of the procedures described in Schedules may have an adverse effect on the business and operations of [TCHC](#). The Services provided by the Supplier and its subcontractor will be monitored through the various service level agreements as detailed in RFP and Proposal.

### **Service Levels**

Each time the Supplier or its subcontractors fails to meet a Service Level, the Supplier shall:

- Promptly investigate the root cause(s) of the failure and deliver to [TCHC](#) a written action plan identifying such root cause(s) and the remedial steps to cause improvements;
- Use all reasonable efforts to correct the problem and to begin meeting such Service Level as soon as possible; and
- At [TCHC](#)'s request, advise [TCHC](#) of the status of such corrective efforts.

All Service Level ratings remain in effect notwithstanding the Supplier's reasonable efforts to correct any performance problem.

### **18.3 Notices**

All notices, demands, consents or other communication to be given or made under this Agreement must be in writing and sent to TCHC's Representative identified on the Agreement Cover Sheet or the Service Provider's Representative identified on the Agreement Cover Sheet or such other person as each party may appoint by providing notice in writing.

Notices may only be transmitted by email, regular mail, fax or courier. Notices received outside business hours (9:00 AM to 5:00 PM) and during statutory holidays in the province or state where the representatives of the parties are located will be deemed to have been received at 9:00 AM of the first business day immediately following the date on which the notice was actually received.

### **18.4 Interpretation**

- (a) The parties shall use reasonable efforts to meet any time requirements in the performance of the parties' respective obligations.

- (b) No waiver of satisfaction of a condition or non-performance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- (c) The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- (d) The singular include the plural. A gender includes all genders. Where the word “including”, “include”, or “includes” is used in the Agreement, it means “including, include or includes without limitation”.
- (e) Unless otherwise specified, time periods for payment or performance of an act, is calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next business day following if the last day of the period in not a business day.
- (f) Any provision of the Agreement which is prohibited, unenforceable or restricted in any jurisdiction is ineffective or restricted as to that jurisdiction to the extent of the prohibition, unenforceability or restriction. Such prohibition, unenforceability or restriction does not invalidate the remaining provisions of the Agreement nor does it affect the validity or enforceability of that provision in any other jurisdiction.

**18.5 Survival**

Sections 4, 8, 9, 10, 12.2, 12.4 14, 15 18.5 and 18.6 of this Agreement shall survive the expiration or termination of this Agreement.

**18.6 Governing Law and Forum for Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts-of-laws principles. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto for the resolution of any dispute in connection with the Agreement.

**18.7 Counterparts**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If the signature is delivered by fax transmission or by email delivery of a scanned data file (Adobe PDF or otherwise), such signature shall create a valid and binding obligation on the party executing the Agreement with the same force and effect as if the fax or scanned data file (Adobe PDF or otherwise) were an original thereof.

The parties hereto have executed this Agreement as of the date first written above.

**TORONTO COMMUNITY HOUSING CORPORATION**

**[INSERT SERVICE PROVIDER'S FULL BUSINESS NAME]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[NOTE TO DRAFT: Insert after the signature page:

- Schedule 1—Price Breakdown (plus attachments, if any)
- Schedule 2 –Scope of Work (plus attachments if any); and
- If applicable, Schedule 3—Key Personnel]

## **SCHEDULE 1**

Price Breakdown or Price List  
**[Attached hereto]**

## **SCHEDULE 2**

Scope of Services  
**[Attached hereto]**

## **APPENDIX B – SCOPE OF WORK**

TCHC is seeking consulting services to inspect various asset types (single family dwellings, multi-resident buildings, townhouses, offices, commercial spaces, parking garages, sites) (under Group 1), as well as laundry rooms (Under Group 2). Given the specifics of each category, the works under this RFP are divided into two groups: 1) inspection of various asset types; and 2) inspection of 473 laundry rooms of various sizes.

TCHC uses the iAuditor iPad application and Ameresco's Asset Planner (see Appendix D – iAuditor Information Sheet) to capture and store building condition assessment, and for short and long-term capital planning modelling. Proponents must own and maintain a sufficient number of Apple iPad3's complete with camera and Wi-Fi for use with Ameresco's Asset Planner and iAuditor software.

### **GROUP 1: BUILDING CONDITION INSPECTIONS OF VARIOUS ASSET TYPES**

TCHC is seeking qualified inspectors in order to do Building Condition Inspections on various asset types (single family dwellings, multi-resident buildings, townhouses, etc.) across the portfolio **over the next 3 years** as required by TCHC. Qualifications are dependent on the type of building.

Building Condition Assessments will be completed with the intent to provide an inventory list of all building components and to provide recommendations for capital planning over a 30-year period. The buildings have an average age of over 60 years, and long-term capital planning is essential. TCHC may require more focused inspections.

TCHC intent is to divide its portfolio of asset types into groups as fair and equal as possible in value. Groups will be awarded based on qualifications by type of building TCHC has no schedule developed and will work with consultants to ensure they have capacity to complete the work within an appropriate timeline, TCHC intends to award one (1) group per consultant, for no less than three (3) consultants, and assign equal amount of asset types to each group/consultant, as possible. However, TCHC may adjust the count of buildings in any of the subgroups during the assessment period. Each subgroup will be awarded independently.

To meet schedule and timelines, TCHC will require that each subgroup must consist of individuals to carry out the assignment as per Submission C - Rate Bid Form.

### **The Deliverables**

The consultant shall inspect each various asset types in order to provide an inventory list of all building components inclusive of costing, as follows:

- Provide recommendations for capital planning over a 30-year period and a long-term estimate of financial capital needs of buildings to update data into a Long-Term Capital Planning Model.
- Provide recommendations with an emphasis on work actions required in the first five years of the capital planning window with repair or replacement cost in 2017 dollars that also includes:
  - high level, accurate and consistent data with detailed rationales for five-year capital planning.

- annual budgeting of deferred maintenance and capital renewal work.
- annual forecasting of capital work.

In addition, as further outlined below, the consultant shall submit the following:

- For each building, fill in all required data fields and upload the data from iAuditor to TCHC's capital planning software via wireless internet connection.
- For each building, produce a BCA report and a spreadsheet report generated directly from the iAuditor application for review by TCHC:
  - With all data in the BCA report and spreadsheet report matching the data that is uploaded to TCHC's capital planning software; and
  - With a summary write-up in each of the fields (General Building Description, Architectural Summary, Mechanical Summary, and Electrical Summary).

Following approval, the consultant shall complete the inspections for the group in which they have been awarded, and submit all the draft reports and spreadsheets as they become available for TCHC review. Following appropriate revisions, the final reports and spreadsheets will be submitted.

### **Scope of Work – Methodology**

The review methodology will be based on visual inspections and particular engineering investigative methods for all targeted elements. The consultant shall provide all resources to undertake the assignment as follows.

### **General**

The consultant shall carry out all aspects of the assignment:

- In a manner which minimizes disruption to residents and site operations, and with good staff liaison.
- With quality control of report findings.
- In conformance with the Occupational Health and Safety Act and Regulations.

The consultant shall inform TCHC immediately regarding any immediate life safety or hazardous situation discovered.

Recommendations are to be provided in accordance with codes, regulations and standards of any authorities having jurisdiction.

Where possible, the consultant shall use the latest edition of RS Means for estimating costs in order to help maintain standard costing and consistency. Cost estimates must reflect industry standards and reasonable engineering judgement.

TCHC staff will provide guidelines for costing of component repairs and replacement and component service life in order to ensure consistency in inspection and reporting.

**Disciplines and consultant Teams**

The consultant shall provide professional consulting services in the following disciplines:

- Architectural
- Structural
- Mechanical
- Electrical
- Building Envelope
- Life Safety
- Building sitework
- Parking garage

The consultant shall undertake the assignment with well-coordinated and experienced teams comprised of high-level senior specialists and experienced staff, including specialists in the following building and site components identified as individual components:

<b>Discipline</b>	<b>Description</b>
A. Substructure	includes, but not limited to foundation, basement construction
B. Shell	includes, but not limited to superstructure, exterior walls, roof, windows, exterior doors
C. Interiors	includes, but not limited to walls, floors, ceilings, partitions, room doors, kitchen, bathrooms, stairs, etc.
D. Services	includes, but not limited to plumbing, heating, fire protection, electrical
E. Equipment	includes, but not limited to appliances
F. Building Sitework	includes, but not limited to parking/driveways, pedestrian walkways, fencing, retaining walls, landscaping, lighting, etc.
G. Parking Garages	Includes but not limited to slab on grade, superstructure, doors, traffic membrane, ventilation, lighting, heat tracing systems, etc.

**Inspections**

The consultant will inspect categories and components as shown in Appendix C.

TCHC will provide the consultant with a schedule for each of the subgroups. TCHC will provide a keyholder (if required) to escort the consultant (“assessors”) to each unit in order to conduct inspections.

The schedule will be based on one week on-site visit, and the second week to be used to finalize the data to ensure completion and submittal of final reports in a timely manner. This schedule continues until all buildings assigned by TCHC are complete, and final data are submitted.

Assessors shall follow ASTM E2018-08 standards in conducting visual inspections (where warranted due to weather and denial of unit entry) and in conformance with Occupational Health and Safety Act and Regulations.

TCHC will provide feedback on any issues identified, and the consultant will be given the opportunity to address and correct problems found. If problems persist or are not resolved in a timely manner, TCHC has the right to reassign remaining audits to other approved consultants to ensure delivery of assessments in time and with the quality that meets TCHC standards.

The consultant (assessor) shall:

- Conduct buildings inspections as per the schedule to be provided and arrive in a timely manner to ensure the key holder or building staff (if required) can provide access to the unit. TCHC will provide appropriate time depending on the asset type size along with the schedule, and at minimal double that time in office to ensure TCHC standards and data quality are met.

In the event that entry into a unit is denied (where not multiunit buildings), make a record of the denial of entry and submit a weekly report to TCHC. At a minimum, the assessor is expected to take photos and report on the condition of all exterior components if it can be done in a safe and unobtrusive manner. Due to the nature of the buildings it is expected there may be some units that entry is denied.

- Inspect all building and site components (**Appendix C**), noting the following:
- The presence of debris, snow/ice and leaves in all areas to be inspected including the grounds surrounding the building (concrete sidewalks/exterior patios), decks, retaining walls and exterior driveways. The assessor shall report obstructions to audits due to weather conditions in their report.
- All Building, Electrical and Gas code violations and anomalies where observed and recommend the cost of corrective work for those with life-safety implications requiring immediate attention or priority attention in the first year.
- Any presence of mould.
- Based upon the findings of the visual inspections, recommend non-destructive and other testing, as required, to ascertain existing conditions where appropriate. Additional costs for further investigation will not be incurred without written consent from TCHC.

## Data

- All data and photographs must be entered in the iAuditor iPad application. The assessor must have acceptable iPad tablets and a wireless internet connection to initiate and complete the process.
- The iAuditor application enables assessors to enter all required data in a structured format to ensure it can be imported into TCHC's capital planning software. Data can be entered on the iPad while on-site or after the site visit.
- Assessors can take photographs directly with the iPad from within the iAuditor application and the photograph will be automatically linked to the appropriate component and replacement/deficiency.
- When the assessment is complete, the data and photographs will be uploaded via a wireless connection to TCHC's capital planning software.
- For each building, site and garage if present, the assessor shall fill in all required data fields and take all required photographs and upload the data from iAuditor to TCHC's capital planning software via wireless internet connection, including:

## Appendix B – Scope of Work

- Photograph of each building façade (a photograph of the front elevation is required).
- Summary description of the assessed component category identifying the significant elements per work component that may impact the building's overall condition, functionality and operation within 10 years.
- Identify the following information for each piece of equipment or building component where possible:
  - Does the component exist?
  - Description - type and location,
  - Commentary – Further explanation of any issues
  - Normal life expectancy (repeat years).
  - Present age (last major action year).
  - Estimated year and cost of replacement or major repair.
  - Description of work required to return the component back to a good state of repair.
  - Note other relevant factors affecting the performance of the asset, such as obsolescence, regulatory changes, and downtime.
- Photograph of each piece of equipment or building component where possible as well as a photograph to corroborate descriptions of significant elements or identified problem areas.
- Answer a series of “priority questions” regarding each work action, selecting from a drop down menu for each of the following categories:
  - Overall Condition
  - Life Safety
  - Code Related
  - Risk of Building Shutdown
  - Urgency of Action
  - Energy & Efficiency
  - Action Type
  - Existence of Mould

Within the data entered in the iAuditor fields, the assessor shall include and consider the following:

- Identify all components which exist in the facility, discuss and make recommendations on capital requirements required over a 30-year projected period based on the existing conditions, life expectancy, functionality, capital replacement, repairs and improvements required over that period. Emphasis is to be placed upon the first 5-year period including an executive summary prepared on that basis.
- Clearly describe cost assumptions. Costs are expected to include investigative work related to scope, design and engineering required prior to undertaking the work for each component. If preliminary studies are required, they shall be added as a separate line in the data as “Study”



listing the original component system to be reviewed. Other general costs such as taxes will not be included. Unless otherwise specified, the replacement cost will reflect the cost to remove, dispose, and replace and will be based on replacement with the same type of component. All costs will be in 2017 dollars and will not include soft costs.

- Where possible, use the latest edition of RS Means for estimating costs in order to help maintain standard costing and consistency. Cost estimates must reflect industry standards and reasonable engineering judgment.
- Base life expectancy for replacement of building components on industry standards for average conditions, design, quality of materials and installation workmanship, maintenance level related to pertinent components by building typology and its occupant characteristics.
- Do not use repair contingency or allowances for components inspected but rather give the best estimate of full replacement and/or major repair cost of the item reviewed.
- Report and comment on the presence of mould within the component being reviewed.
- Avoid the use of repetitive phraseology. TCHC is looking for specific comments on each individual site.

No sampling and extrapolation will be done by the assessor. Photographs shall be used to corroborate descriptions of significant elements or identified problem areas.

### Timelines and Milestones for Group 1

The following timeline is approximate and subject to change. The consultant is accountable to TCHC and shall be diligent in carrying out this assignment in order that the project is completed on budget and on schedule.

Contract award (approximately)	<b>Late December 2016</b>
Training Session	<b>Early January 2017</b>
Inspection start date	<b>First round: Estimated March 2017</b> <b>Second round: TBD</b>
Submission of all reports and spreadsheets	<b>Ongoing no later than 2 weeks after scheduled site visit</b>
TCHC to provide comments on draft reports and spreadsheets	<b>Ongoing</b>
Submission deadline of all final reports and spreadsheets	<b>No later than 1 week after first submission of report</b>

## **GROUP 2: BUILDING CONDITION INSPECTIONS OF LAUNDRY ROOMS**

TCHC is seeking consulting services to inspect each laundry room, with the intent to complete an inventory and assessment of the building systems servicing the laundry rooms.

The laundry portfolio will be divided in 2 (two) subgroups upon award, based on geographical location. To ensure capacity and to complete the work within **an approximately 7-8 week timeline**, TCHC intends to award one (1) subgroup per consultant, and assign equal amount of laundry rooms to each subgroup/consultant, as possible. However, TCHC may adjust the count of laundries in any of the two groups during the assessment period. Each group will be awarded independently.

To meet schedule and timelines, TCHC will require that each consultant must provide a minimum of three (3) individuals to carry out the assignment.

TCHC uses the iAuditor iPad application and Ameresco's Asset Planner (see Appendix D – iAuditor Information Sheet) to capture and store laundry room condition assessment. Proponents must own and maintain a sufficient number of Apple iPad3's complete with camera and Wi-Fi for use with Ameresco's Asset Planner and iAuditor software.

### **A. The Deliverables**

The consultant shall inspect each laundry room in order to provide an inventory list of all building systems and elements related with the laundry room , identify and complete a visual assessments of such, as follows:

- Room(s) elements, systems, furnishing, as detailed in the inspection form
- Building systems servicing the laundry room, to include, but not limited to heating, ventilation, plumbing, electrical, fire alarm, etc., as detailed in the inspection form
- Laundry equipment and building systems servicing the laundry equipment (exhaust, fresh air supply, heating source, etc.)

In addition, as further outlined below, the consultant shall submit the following:

- For each building, fill in all required data fields and upload the data from iAuditor to TCHC's capital planning software via wireless internet connection.
- For each building, produce a report and a spreadsheet report generated directly from the iAuditor application for review by TCHC:
  - o With all data in the report and spreadsheet report matching the data that is uploaded to TCHC's capital planning software; and
  - o With a summary write-up in each of the fields (General Description (location, access, etc.), Architectural Summary, Mechanical Summary, and Electrical Summary)

Following approval, the consultant shall complete the inspections for the group in which they have been awarded, and submit all the draft reports and spreadsheets as they become available for TCHC review. Following appropriate revisions, the final reports and spreadsheets will be submitted.

**Scope of Work – Methodology**

The review methodology will be based on visual inspections and particular engineering investigative methods for all targeted elements. The consultant shall provide all resources to undertake the assignment as follows.

**General**

The consultant shall carry out all aspects of the assignment:

- In a manner which minimizes disruption to residents and site operations, and with good staff liaison
- With quality control of report findings
- In conformance with the Occupational Health and Safety Act and Regulations

The consultant shall inform TCHC immediately regarding any immediate life safety or hazardous situation discovered.

Recommendations are to be provided in accordance with codes, regulations and standards of any authorities having jurisdiction.

**Disciplines and consultant Teams**

The consultant shall undertake the assignment with well-coordinated and experienced teams comprised of highly experienced staff, including specialists in the following building and site components identified as individual components:

A. Shell	includes, but not limited to superstructure, exterior walls, roof, windows, exterior doors
B. Interiors	includes, but not limited to walls, floors, ceilings, partitions, room doors, kitchen, bathrooms, stairs, etc.
C. Services	includes, but not limited to plumbing, heating, fire protection, electrical
D. Equipment	includes, but not limited to appliances

**Inspections**

TCHC will provide the consultant with a schedule that will consist of 4-8 laundry rooms per day for each of the consultant’s three teams. TCHC will provide each team with an electronic access fob to provide access to the building and laundry room and will provide contact information for site staff for any additional access or information might be required.

The schedule will be based on 3 (three) days/week on-site visit, and the following 2 (two) days to be used to finalize the data to ensure completion and submittal of final reports in a timely manner. This schedule continues until all buildings assigned by TCHC are complete, and final data are submitted.

Assessors shall follow ASTM E2018-08 standards in conducting visual inspections) and in conformance with Occupational Health and Safety Act and Regulations.

TCHC will provide feedback on any issues identified, and the consultant will be given the opportunity to address and correct problems found. If problems persist or are not resolved in a timely manner, TCHC has the right to reassign remaining audits to other approved consultants to ensure delivery of assessments in time and with the quality that meets TCHC standards.

The consultant (assessor) shall:

- Conduct buildings inspections as per the provided schedule. TCHC will provide approximately 1 to 3 hours for each on-site inspection and the same time in office to ensure TCHC standards and data quality are met.
- All Building, Electrical and Gas code violations and anomalies observed or any presence of mold should be reported immediately
- Based upon the findings of the visual inspections, recommend non-destructive and other testing, as required, to ascertain existing conditions where appropriate. Additional costs for further investigation will not be incurred without written consent from TCHC.

## **Data**

- All data and photographs must be entered in the iAuditor iPad application. The assessor must have acceptable iPad tablets and a wireless internet connection to initiate and complete the process.
- The iAuditor application enables assessors to enter all required data in a structured format to ensure it can be imported into TCHC's capital planning software. Data can be entered on the iPad while on-site or after the site visit.
- Assessors can take photographs directly with the iPad from within the iAuditor application and the photograph will be automatically linked to the appropriate component and replacement/deficiency.
- When the assessment is complete, the data and photographs will be uploaded via a wireless connection to TCHC's capital planning software.
- TCHC will provide training and technical support for iAuditor and the upload process.

For each laundry room the assessor shall fill in all required data fields and take all required photographs and upload the data from iAuditor to TCHC's capital planning software via wireless internet connection, including:

- Representative photograph of each laundry room (a photograph of the overall room is required)
- Summary description of the assessed component category identifying the significant elements

- Identify the following information for each piece of equipment or building component where possible:
  - o Does the component exist?
  - o Description - type and location
  - o Commentary – Further explanation of any issues
  - o Existing condition and normal life expectancy
  - o Note other relevant factors affecting the performance of the asset, such as obsolescence, regulatory changes, and downtime
  - o Answer a series of “priority questions” regarding each work action, selecting from a drop down menu in the inspection form
  - o Answer and fill in specific details as assigned to laundry room components

Photographs shall be used to corroborate descriptions of significant elements or identified problem areas.

**Timelines and Milestones for Group 2:**

Contract award (approximately)	<b>Late December 2016</b>
Training Session (To be confirmed)	<b>Early January 2017</b>
Inspection start date (Estimated)	<b>Mid-January 2017</b>
Submission of all reports and spreadsheets	<b>Within 7 weeks after Inspection start date</b>
TCHC to provide comments on draft reports and spreadsheets	<b>Ongoing</b>
Submission deadline of all final reports and spreadsheets	<b>By April 30, 2017</b>

**Equipment (relevant to both Groups)**

The consultant shall provide the necessary equipment for inspections (ie. flashlights, ladders, etc.), and wear the badges provided by TCHC while on TCHC properties.

The consultant will also be required to own and maintain a sufficient number of Apple iPad3’s complete with camera and Wi-Fi for use with Ameresco’s Asset Planner and iAuditor software. Training and support for iAuditor will be provided by TCHC. The data shall be provided in a format that is compatible with TCHC’s capital planning software application to minimize data entry.

The consultant will be responsible to have all team members sign a confidentiality agreement and use of software agreement as provided by TCHC.

TCHC will also provide training to the successful Proponents on how to use iAuditor. Note that the consultant is responsible for providing their own suitable iPad with Wi-Fi for the training session.

**Reports and Data Upload (relevant to both Groups)**

- Once the data and photographs are complete in the iAuditor iPad application, the assessor will upload the data and photographs to TCHC’s capital planning software via wireless internet connection for TCHC’s review.
- Once TCHC notifies the assessor that the data is acceptable, the assessor will use the iPad application report function to produce two reports:
  - an individual spreadsheet for each house showing 30-year needs and costs; and
  - a PDF report with photographs and all text.
- The assessor will then combine those reports with copies of results/reports of any testing carried out as a part of this project, and submit to TCHC for review and approval.
- Following appropriate revisions, the assessor is to complete final reports and submit to TCHC in a timely manner of no later than 2 weeks after the site visit.

The consultant shall provide:

- Electronic copies of the Draft Reports.
- Electronic copies of all the Final Report content, documentation and presentations in the following software standards:
  - documents in Adobe PDF format.
  - spreadsheets in Excel 2000 or higher and copy in PDF format.
  - photographs in .jpeg files.

Delivery of electronic copies of the report are to be determined between TCHC and the consultant.

Appendix C – Sample of Partial Component List

**Appendix C – Sample of Partial Component List**

Category	Definition
A10 - Foundations	Foundations include all buried structural elements supporting columns, walls, framed floors & roof, i.e. spread footings, piles & pile caps, concrete or masonry walls below grade on strip footings, ground supported raft slabs, drainage & damp proofing.
B10 - Superstructure	Superstructure includes all structural elements above the foundations at ground level to form the building frame, i.e. columns, beams & load bearing walls, floors & roof, 1st. floor slabs-on-grade, canopies, balconies, rails, parapets & exterior stairs.
B2010 - Exterior Walls	Exterior Walls enclose the building from grade to roof and may be perforated by windows and doors. They may include concrete, masonry, siding, stucco or curtain wall etc., with framing. Caulking, exterior ceilings, soffits and fascia are included.
B2020 - Exterior Windows	Exterior windows are identified as the glazed openings in the perimeter wall and include the glazing, frame (wood, plastic or metal), seals the finish and hardware. They can be in a grouping, punched or in ribbon frames, operating or fixed glass.
B2030 - Exterior Doors	Exterior doors occur in the perimeter wall, the assembly covers the door, its frame, finish and hardware. Types include: hollow metal possibly with vision panels, wood, glazed in metal frames inc. storefront-type, balcony, storm and revolving doors.
B2040 - Industrial Doors/Garage Doors	Industrial doors permit vehicles or large equipment access through the perimeter wall, the assembly covers the door, its structural frame, finish and hardware. Types include: metal multi-leaf, wood and overhead (or roll-up), possibly with vision panels.
B30 - Roofing	Flat roofing: built-up asphalt, single ply, modified bitumen & inverted roof, insulation, filter fabric & ballast. Sloped roofs: shingle, slate, metal, fibreglass & copper. Includes: canopy roofing, roof glazing, hatches, flashings, anchors & joints.
C1010 - Partitions	Partitions are generally unfinished non-load bearing wall assemblies found inside buildings. They can comprise gypsum wallboard, plaster, concrete block, glazing, glass block or wood veneer. They include the assemblies attached to load bearing walls.
C1040 - Interior Doors - Units	All doors in the suites except those through the perimeter walls. Constructed of hollow metal, solid or hollow wood, coiling grilles and roll-ups including the door or grille, frame, finish, hardware, glazing & caulking. Inc.; corridor & closet doors.
C1060 - Kitchen Refurbishment	In residential occupancies, may include, with proportional cost; Fittings 54%, Plumbing Fixtures & Piping to risers 18%, Finishes 15%, Ventilation, Wiring & Lighting 13% replacements. The remaining costs of these components reflect this regrouping.
C1070 - Bathroom Refurbishment	In residential occupancies, may include, with proportional cost; Fittings 15%, Plumbing Fixtures & Piping to risers, 70%, Finishes 10%, Ventilation, Wiring & Lighting 5% replacements. The remaining costs of these components reflect this regrouping.
C20 - Stairs	Interior stairs are generally of two types: concrete filled metal pan with steel stringers or finished reinforced concrete. Include non-slip treads and finishes. Precast concrete, stone and wood stairs, are also found.
C2014 - Stair Handrails*	Include handrails, balustrades
C3200 - Interior Renovations - Units*	* Includes Unit Ceiling, Walls and Floor Finishes excluding kitchen and bathroom
C3300 - Accessibility*	
D2010 - Plumbing Fixtures	Washroom plumbing fixtures may include toilets, lavatories, urinals, Bradleys, shower stall liners, baths, bidets etc... Misc. fixtures may include drinking fountains, service & kitchen sinks, emergency showers & eyewash stations and floor drains etc.
D2030 - Sanitary Waste	Sanitary waste systems include; waste piping and vent piping, valves, floor drains, cleanouts, sanitary waste equipment and insulation and also piping specialties such as strainers, hydraulic dampers, backflow preventers, etc.
D2050 - Domestic Water Distribution - Units	Domestic water distribution in the suites includes; hot, recirculation and cold water piping, circulation pumps, insulation and cover, valves and specialties i.e. strainers, hydraulic dampers, backflow preventers, etc
D2095 - Domestic Water Heaters	Domestic water heaters may be central type; a storage tank with a hot water loop heated with internal or external steam or hot water heat exchangers, or distributed systems with small heaters near main points of use, both may be gas fired or electric.

## Appendix C – Sample of Partial Component List

Category	Definition
D2099 - Water Treatment Systems	Includes water conditioners, water softeners, membrane systems, chlorinators, ultraviolet lighting, deionization and other equipment for filtering and purifying domestic water.
D3012 - Gas Supply System	Providing service to the building heating system, building equipment specialties, the gas piping system includes; piping, protection, identification, valves, meters, and piping specialties.
D3022 - Single Building Hot Water Boilers	Includes hot water boilers used for single building space heating. Ancillary equipment such as feed water treatment, energy recovery, deaerators, blowdown systems see below. Domestic hot water boilers, pool heating boilers, etc. are excluded.
D3023 - Furnaces	Gas and oil fuel-fired furnaces typically include integral blower, filters and ancillary equipment such as humidifier and controls.
D3034 - Packaged Air Conditioning Units	Includes: Computer Cooling AHU, Roof Top AHU for Heating and Cooling, Packaged Terminal A/C Units.
D3041 - Air Distribution Systems	Air distribution systems for heating and cooling: Supply and return ductwork, fire and smoke dampers, duct accessories (dampers, filters, turning vanes, sound traps), supply and return grilles, registers and diffusers; intakes, air terminals.
D3043 - Hydronic Distribution Systems	Piping systems for hydronic heating, hot water heating, chilled water and glycol. including pumps, pipe and fittings.
D3045 - Exhaust Ventilation Systems	Fans, ventilators, air handling units, for building mechanical exhaust systems. Ductwork, accessories, air filters, inlets and outlets for building mechanical exhaust systems. Kitchen exhaust hoods, ductwork, filters. Garage exhaust systems.
D3051 - Terminal Self-Contained Units	Self-contained, air- or water-cooled, floor, ceiling, & rooftop air conditioners and self-contained heat pumps.
D3055 - Fin Tube Radiation	Typically a perforated linear metal baseboard cabinet complete with a finned tube or tubes heated by steam or hydronic fluid piped from a remote source, may include integral or local controls.
D3060 - Controls And Instrumentation	Includes: Thermostats, timers, sensors, control valves necessary to operate systems. Also includes piping, tubing, wiring, control panels required for control systems.
D3098 - Electric Baseboard Heat	Typically a perforated or slotted linear metal baseboard cabinet complete with electric coils, may include integral or local controls.
D4010 - Sprinklers	Typically ceiling level pressurized water to sprinkler heads, at a code spacing. Dry with pressurized air if likely to freeze. 'Pre-action', 'Deluge' or Firecycle water damage limiting systems. May include Sprinkler Air Compressor or fire pump (D4090).
D4030 - Fire Protection Specialties	Fire fighting devices, such as fire extinguishers, including fixed or mobile supports and storage cabinets, excluding items or devices connected to a fire protection system.
D5015 - Unit Electrical Service and Distribution	
D5021 - Branch Wiring	Includes wiring and devices for electrical distribution from circuit panels to outlets, devices and equipment connections.
D5023 - Lighting Equipment - Units	Includes all hardwired interior lighting fixtures inside residential units.
D5033 - Telephone Systems	Includes private branch exchange (PBX) telephone system, and interior telephone distribution system. This system includes components such as central switchboard, telephone sets, underground ducts and manholes, cabinets, backboards, outlets, hookup.
D5035 - Television System	Master antenna television system (MATV) for single-source distribution to distributed televisions. Closed-circuit television system (CCTV) for building surveillance and imaging applications. Includes receivers, amplifiers, video equipment, outlets, moni
D5037 - Fire Alarm System	Includes main & secondary fire alarm control panels, remote annunciators, warning devices: bells, sirens, strobes, etc., manual & automatic detection devices: heat detectors, <b>smoke &amp; CO detectors</b> , pull stations, flow sensors & interconnecting cabling.
D5038-A - Building Entry System	Access control systems, alarm system, keypads, card readers, etc.
D5038-B - CCTV System	Video surveillance systems, components can include control panels (main and satellite) and cameras.
D5091 - Exit & Emergency Light Systems	Exit lighting includes the supply and installation of all building exit signage. Power supply to the fixtures is not included in this component.



Appendix C – Sample of Partial Component List

Category	Definition
D5093 - Information Technology Standards	Computer Hardware may include; Secure room, equipment racks, TCHC data circuit and VPN router, IP Address host names-DHCP-DNS-SNMP, network switches, wireless networks, uninterruptible power supply [UPS], superintendent's PC.
E1041-A - Refrigerators*	
E1041-B - Cooking Range*	
E1041-C - Washer*	
E1041-D - Dryer*	
E1090 - Other Equipment	Specify any other equipment.
G2020 - Parking Lots/Driveways	May include:- parking lot base courses, flexible parking lot pavement, parking lot unit pavers, rigid pavement (concrete), parking lot curbs and gutters, parking lot appurtenances (rails, bollards, receptacles & barriers), parking booths and equipment.
G2030 - Pedestrian Paving	May include:- pedestrian pavement base courses, flexible pedestrian pavement, pedestrian unit pavers, rigid pedestrian pavement (concrete), pedestrian pavement curbs and gutters, exterior steps, ramps and associated handrails.
G2040 - Site Development (hard landscaping)	May include:- fountains, fences and gates, bollards, athletic and recreational surfaces and facilities, site and street furnishings, exterior signs, footbridges and underpasses, flagpoles, bike racks, covers and shelters, site equipment, retaining walls,
G2049-B - Sheds*	Sheds, maintenance building
G2050 - Landscaping (soft landscaping)	May include:- irrigation systems, shrub and tree transplanting, soil preparation, lawns and grasses, trees, plants and ground covers, planting accessories.
G3010 - Water Supply	May include:- water wells, site domestic water distribution, site fire protection water distribution, pumping stations, water storage.
G3020 - Sanitary Sewer	May include:- sanitary sewage collection, septic systems, sanitary sewage equipment, sewage ponds, piping, manholes, lift stations and packaged waste water treatment plants.
G3030 - Storm Sewer	May include:- storm water collection, storm water equipment, storm water retention ponds and reservoirs, manholes, catch basins, lift stations, ditches & culverts
G3060 - Fuel Distribution	May include:- gas distribution, oil distribution, other fuel distribution systems, fuel storage tanks, fuel dispensing equipment.
G4010 - Electrical Distribution	May include:- electrical substations, overhead electrical power distribution lines, underground electrical power distribution equipment, ductbanks, grounding.
G4020 - Site Lighting	May include:- Building mounted lighting, area lighting, feature lighting, building illumination, landscape lighting fixtures, transformers, poles, wiring conduits & ductbanks, controls, grounding and other site lighting items.

## APPENDIX D – IAUDITOR INFORMATION SHEET

iAuditor + Information Sheet



### iAuditor+

iAuditor+ is a free application that runs on Apple's iPad tablet. Assessors use the application to enter data and take photographs while in the field. They then use the application to submit their data and photos wirelessly directly into the client's AssetPlanner capital planning software. Using iAuditor ensures consistency in how data is reported and saves assessment time, particularly in preparing reports and photos.

### Technology Requirements

- iPad 3 tablet or newer
- Optional, but recommended: Sturdy iPad case with hand strap and lanyard;
- Apple App Store User Account;
- iAuditor+ Application;
- iTunes Desktop software;
- Wireless internet connection for downloading & uploading of audit data\*  
\*only required for uploading/downloading. While on-site you can work completely offline.

### Audit Process

- You will be provided with individual logins to iAuditor+ for each assessor (and other users if needed);
- For each facility to be audited, an initial component inventory listing complete with lifecycle assumptions (based on the Uniformat standard naming convention) is downloaded to the iPad;
- iAuditor contains a standardized list of fields required for data entry for each building component including: text descriptions & summaries, costs & years, and prioritization questions/answers in the form of drop down selection;
- Pictures are taken with the iPad right in the application so they will be automatically linked to the right building component. For example if you select Roofing and take a picture of the Roof it will be automatically linked to the Roofing category in your report. Auditors do not have to categorize, file, or name photographs, but may enter a photo description if desired.

### Submitting Audit Reports

- Once an audit has been completed, make a back up of the audit data by connecting with the iTunes software, and then upload the data to Ameresco's servers using a wireless connection. You can also print a packaged report, complete with photographs, right from the iAuditor application;
- Your data will be reviewed and you may be contacted if there are questions or concerns;
- Reviewing and adjustments to the report can be done through a web interface rather than the iPad application.

### Guidelines

- Auditors must attend a 2-3 hour training session if they have never used iAuditor before;
- It is the auditor's responsibility to ensure that data submitted is complete and to the client's standards;
- Auditors are required to take backups of iAuditor+ data using iTunes and a desktop/laptop computer, and to store the backup files & photos. The client may request copies of iAuditor backups.

\*Page content is subject to Confidentiality Restrictions\*

iAuditor +

## APPENDIX E - IAUDITOR ACCEPTABLE USE POLICY

### iAuditor Introduction

This Acceptable Use Policy ("AUP") is designed to help protect Ameresco, its customers, and the general telecommunications community from abusive or illegal activities. When using iAuditor, including any related services, content, or applications in conjunction with this application, all persons (Users) must comply with all applicable laws, and agreements that Users may have with Ameresco and its clients, including this AUP. Users will be responsible for all violations of this AUP traced to their respective account.

BY ENTERING INTO AND USING THIS APPLICATION, USERS HAVE AGREED THAT THE TERMS OF THIS AUP WILL BE BINDING ON THEM.

### Prohibited Activities

Without limitation, Users may not use (or allow anyone else to use) this application to:

1. invade another person's privacy; unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, harassing, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, store, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation;
2. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or right holder;
3. alter, reproduce, reverse-engineer, or tamper with this application or any services User may subscribe to receive from Ameresco, or any identifier related to the User's use of this application, such as the Customer Identification that is not meant to be altered, reproduced or tampered with;
4. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, this application and its related websites, or create an unusually large burden on our network, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature; distributing mass or unsolicited e-mail ("spam"); or otherwise generating levels of traffic sufficient to impede any other User's ability to send or retrieve information;;
5. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede Ameresco's ability to monitor or deliver this application and its related websites, Ameresco's transmissions or data;

6. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including but not limited to denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("hacking"), or attempting to "crash" a host;
7. attempt to use this application in such a manner so as to avoid incurring and fees or other charges for usage;
8. copy, distribute, sub-license or otherwise make available any software Ameresco provides or makes available to Users, except as expressly authorized by Ameresco in writing;
9. resell or transfer any services Users use in connection with this application, except as permitted in each User's Agreement or with Ameresco's express written consent;
10. participate in any criminal, fraudulent or illegal activities-;
11. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through this application ;
12. impersonate any person or entity, or falsely state or otherwise misrepresent the User's affiliation with a person or entity.

#### Violation of this Acceptable Use Policy

Ameresco will vigorously respond to allegations of violations of this AUP. Although Ameresco has no obligation to monitor the use of this application, Ameresco reserves the right to monitor such usage, related communications and data from time to time concerning such use, including for the purpose of identifying violations of this AUP; and/or to protecting this application and Ameresco's customers.

Ameresco will use reasonable efforts to advise Users of their inappropriate behaviour and any necessary corrective action(s). Notwithstanding the foregoing, if this application is used in a way which Ameresco and/or its suppliers or agents, in their sole discretion, believe to have violated this AUP or any related agreement, Ameresco or its agent may without notice take any responsible actions they deem appropriate. Such action may include, but is not limited to, temporary or permanent removal of content, cancellation of any User's access to this application, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of any services associated with this application. Additionally, User's (or their company) may be charged for any costs related to the User's breach of this AUP. Neither Ameresco nor its agents will have any liability for any such responsive actions. The foregoing actions are not Ameresco's exclusive remedies.

Ameresco reserves the right to investigate suspected violations of this AUP, including gathering of information from the User involved and the complaining party, if any, and/or examining any material on Ameresco's servers and network. During an investigation, Ameresco may suspend, block or terminate the account(s) of those involved in any activity that may potentially violate this AUP. For the proper enforcement of this AUP, Users hereby authorize Ameresco to cooperate with: (i) law enforcement authorities in the investigation of suspected criminal violations; and (ii) system administrators at other Internet service providers or other networks or computing facilities.

Such cooperation may include Ameresco providing the user name, IP address, or other identifying information about Users.

#### No Responsibility for Content

Ameresco assumes no responsibility for and exercises no control over the content or information contained on or accessible through this application. Content or information any User accesses or transmits using this application is accessed and transmitted at the User's own risk, and Ameresco is not liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to the User's access to or transmission of this content.

#### Security

As set out above, Users are responsible for any misuse of this application, whether by the User or by any other person with access to this application through User's equipment or User's account. Therefore, Users must take steps to ensure that others do not gain unauthorized access to this application through any means, including without limitation, wireless networking and wired networking. This application may not be used to breach the security of another User or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, this application may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including without limitation, accessing data not intended for Users, logging into or making use of a server or account Users are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.