

ALEXANDRA PARK CO-OPERATIVE

REQUEST FOR QUOTES (RFQ) 19-278-16

DESIGNATED SUBSTANCE SURVEYS

DATE ISSUED: Thursday, May 9, 2019

CLOSING: Thursday, May 16, 2019
By 2:00 p.m. EDT, Toronto Time

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1. INTRODUCTION

DATE: May 9, 2019
PROJECT: Designated Substance Surveys
RFQ CLOSING DATE: Thursday, May 16, 2019

(a) The Owner

Alexandra Park Co-operative ("**Owner**") is a provider of social and affordable housing operating approximately 104 units of housing in Toronto, Ontario.

(b) The RFQ

The Owner invites quotes ("**Quotes**") to perform the work described in Appendix "A" ("**Work**"). Proponents wishing to respond to this RFQ are requested to submit a Quote using the form attached as Appendix "B" to this RFQ ("**Response Form**"). The successful Proponent may be invited to negotiate a contract for the performance of the Work, which will be based upon the form of contract attached as Appendix "C" (the "**Contract**").

(c) Housing Services Corporation

By submitting a quote, the Proponent acknowledges that this RFQ process is administered by Housing Services Corporation ("**Owner's Representative**") on behalf of the Owner, and that the Owner's Representative has no liability whatsoever to any Proponent as a result of this RFQ, any matter connected with this RFQ or any contract concluded as a result of this RFQ. By submitting a quote, each Proponent irrevocably waives any and all claims it may have against the Owner's Representative arising from or in any way connected to this RFQ or any contract arising from this RFQ and undertakes to make no claim or take any proceeding against any person, partnership or any other entity who or which might claim any relief against the Owner's Representative as a result of this RFQ, any matter connected with this RFQ or any contract arising from this RFQ.

2. SUBMISSION VALIDITY

(a) Compliance

Quotes which fail to comply with the requirements of this RFQ may be declared unresponsive by the Owner and disqualified.

(b) **Addenda**

The RFQ may be amended by written addenda, which will be posted on MERX, Biddingo.com and HSC's website. Any addenda issued with respect to this RFQ must be acknowledged by the Proponent in the Response Form.

(c) **Proponent's Due Diligence**

Each Proponent is responsible for examining with appropriate care the entire RFQ and all addenda, and for informing itself about all conditions and matters that might in any way affect the cost or performance of the Work. Failure to do so will be at the Proponent's sole risk.

Before submitting a quote, the Proponent shall have investigated the Place of the Work to fully ascertain existing conditions, circumstances and limitations of the Work. No allowance will be made for additional costs and no claims will be entertained with respect to conditions which could reasonably have been ascertained by such investigation and other due diligence prior to submitting a Quote.

3. MANDATORY REQUIREMENTS

(a) **General**

All quotes must be submitted using the Response Form attached. Proponents may supplement the Response Form with additional material. Quotes shall remain open for acceptance for a period of sixty (60) days following the Submission Closing Date unless withdrawn or amended in accordance with Section 4(d) of this RFQ. Other than inserting the information requested on the Response Form, a Proponent may not make changes to the Response Form. Quotes containing any such changes may be disqualified.

(b) **Submissions**

Quotes must satisfy the following requirements:

- (i) the Response Form must be completed and signed;
- (ii) the Response Form must include a fixed price to complete the Work;
- (iii) the Response Form must include a completed declaration with respect to conflicts of interest;
- (iv) the following to be attached to the Response Form:

- (A) proof of insurance and WSIB compliance (as set out below); and
- (B) at least two references.

(c) **Insurance**

- (i) Proponents will provide proof of insurance coverage contemplated in the Contract with their Quote. The Owner is to be named as an Additional Insured on all liability policies prior to the award of the contract. For clarity, the certificate of insurance submitted with the Quote may either show the Owner as an additional insured or be accompanied by confirmation from the relevant insurance provider that they can be so added at any time.
- (ii) All Proponents shall provide proof of insurance from the Workplace Safety & Insurance Board or evidence that the Proponent does not require Workplace Safety & Insurance Board Insurance.

4. PROPONENT INSTRUCTIONS

(a) **Contact Person**

For the Purposes of this RFQ, the "Contact Person" shall be:

Rosabelle Gonzales, Manager, Procurement and Compliance
Housing Services Corporation

Communication with the Owner or HSC relating to this RFQ with any person other than the Contact Person, may result in the disqualification of a Quote.

(b) **Schedule**

The following dates are tentative and are subject to change without notice:

Task	Target Date
Posting of this RFQ	Thursday, May 9, 2019
Deadline for questions	Monday, May 13, 2019 By 10:00 a.m. EDT
Answers to questions and distribution of addenda to RFQ, as required	Monday, May 13, 2019
Closing date for submission of Quotes	Thursday, May 16, 2019 By 2:00 p.m. EDT

Task	Target Date
Contract with the Owner to take effect	Friday, May 17, 2019
Completion of work	Friday, May 31, 2019

(c) **Quotes Submission**

Proponents are required to submit their Quotes via HSC's electronic portal. Please follow these instructions to submit via the Public Portal.

(i) **Prepare your submission materials:**

Requested Information:

All Quotes and any supplementary material must include the following, in the format described below.

Name	Type	# Files	Requirement
Response Form	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed.
- The maximum upload file size is 100 MB.
- Any documents within embedded within uploaded files, will not be accessible or evaluated.

(ii) **How to file your submission materials:**

Proponents shall submit their Quotes by uploading their Quotes at:

<https://hscorp.bonfirehub.ca/opportunities/23428>

All Quotes must be completely uploaded prior to the Quotes Closing Time of **Thursday, May 16, 2019, 2:00 p.m. EDT, Toronto time**. Quotes which have not been completely uploaded prior to the Quotes Closing Time will not be considered. The Owner and HSC strongly recommend that Proponents allow sufficient time and at least ONE (1) hour before the Quotes Closing Time to begin the uploading process.

Important Notes:

- Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.

- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.
- Housing Services Corporation uses a Bonfire portal for accepting and evaluating Quotes digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to a Quote. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>
- The time at which a Quote is considered submitted shall be the time the upload is completed and shall be conclusively established by a confirming receipt issued by the Bonfire Portal.

Faxed or e-mailed Quotes will not be accepted in response to this RFQ.

(d) Amending or Withdrawing Quotes Prior to Quotes Closing Time

At any time prior to the Quotes Closing Time, a Proponent may amend or withdraw a submitted Quote. Any amendment should clearly indicate what part of the Quote the amendment is intending to replace. A Proponent may not withdraw a submitted Quote after the Quotes Closing Time.

(e) Questions

If the Proponent finds any errors or omissions in this RFQ, or if the Proponent has any doubt regarding the meaning of any requirement or data in this RFQ, the Proponent shall promptly seek clarification from the Owner by submitting a written request for clarification. All requests for clarification must identify the relevant RFQ section and page number and must be submitted to the Owner in accordance with the instructions set out in this RFQ.

Queries and requests for clarification must be submitted by Proponents in writing via email to Rosabelle Gonzales at rfp@hscorp.ca by **10:00 a.m. EDT on Monday, May 13, 2019**. Queries and requests for clarification shall be sent to the Contact Person identified in Section 4(a).

If the Owner considers that correction, explanation or interpretation is necessary the reply may be in the form of an addendum, a copy of which will be posted on MERX - website: www.merx.com , e-mail: merx@merx.com; telephone number:

1-800-964-6379, Biddingo.com - website: www.biddingo.com e-mail: info@biddingo.com; telephone number: 1-888-891-8314 and HSC's website – www.hscorp.ca/RFQ no later than **Monday, May 13, 2019**. Upon issuance by the Owner, each addendum shall be considered part of this RFQ. No oral representation shall be requested by or made to any Proponent with respect to this RFQ. The Owner reserves the right to amend any part of the RFQ at any time.

5. EVALUATION PROCESS

Proponents must submit Quotes following the instructions set out in this RFQ.

- (a) The Owner shall have the right to clarify any portion of a Quote with any Proponent, consider its past experience with the Proponent of the Owner or the Owner's representative, and to negotiate with one or more Proponents during the evaluation process.
- (b) The Owner and HSC shall not be liable in any circumstances whatsoever for the costs or expenses of any Proponent in preparing its Quote.
- (c) The Owner shall open the Quotes privately. The lowest, or any particular Quote, or any Quotes at all, will not necessarily be accepted. Conversely, the Owner may consider and accept (or reject) any Quote at all, even if the Quote does not comply with the requirements or criteria in the RFQ Documents. The Owner may consider any criteria it deems appropriate in its sole and absolute discretion in evaluating Bids and in accepting a Bid, if it chooses to accept any Bid at all. In evaluating Bids, the Owner may, in its sole and absolute discretion, consider any combination of factors which the Owner, in its sole and absolute discretion, considers to be in its own best interests. The Owner reserves the right to negotiate with any or all Bidders after the Bids have been opened and prior to awarding a contract. The Owner further reserves the right to re-tender the Work after having opened the Bids. The Owner reserves the right to discuss details of the tender with anyone it deems necessary, including any Bidders, for any reason it deems fit, including the determination of the Owner's preferred Bidder and the successful Bidder for the Project.
- (d) By submitting a Bid, the Bidder acknowledges and agrees that the Owner and HSC and each of their respective officers, directors, employees and agents shall not be liable in any circumstances whatsoever for any costs or damage arising directly or indirectly in connection with the preparation, submission or evaluation of a Bid. By submitting a Bid, the Bidder acknowledges and agrees that it shall have no claim against the Owner or HSC or any of their respective officers, directors, employees or agents for any costs or damage and absolutely waives any right or cause of action by reason of the Owner's failure to accept a

Bid, whether such cause of action arises in contract, negligence, bad faith or otherwise.

(e) **Owner's Rights**

- (i) In evaluating submissions, the Owner reserves the right to adjust the Quote prices, submitted in accordance with the information provided on the Response Form, to account for arithmetic and/or transfer errors.
- (ii) In evaluating submissions, the Owner may consider the past experience with the Proponent of the Owner or any member of the evaluation team appointed by the Owner.
- (iii) The Owner reserves the right to seek clarification and supplementary information relating to the clarification from Proponents after the Closing Time. The response received by the Owner from a Proponent shall, if accepted by the Owner, form an integral part of that Proponent's submission. The Owner reserves the right to interview any or all Proponents to obtain information about or clarification of their Quote.
- (iv) The Owner shall not be bound to accept the lowest Quote or any other Quote and is under no obligation to negotiate with any Proponent, or to enter into a contract with any Proponent.
- (v) The Owner, at its sole discretion, reserves the right to negotiate with any Proponent it believes has the most preferable Quote, or with any other Proponent or Proponents concurrently. The Owner reserves the right to enter into post-submission negotiations and discussions with any one or more Proponent(s) regarding any term of a Quote, and such other terms as the Owner may require, at any time prior to execution of a contract.
- (vi) By submitting a Quote, the Proponent acknowledges that the terms of this Section are reasonable and appropriate and that the Owner is issuing this RFQ in reliance upon the right to claim the privileges set out herein.
- (vii) This is an RFQ and not a tender. The Owner and Owner's Representative do not intend to and do not assume or owe any contractual or other duties or obligations to the Proponent as a result of issuance of this RFQ, the preparation or submission of a Quote, the receipt, opening and consideration of a Quote, the evaluation of Quotes, provision of additional information or conduct of presentations, the Proponent's participation in any discussions or negotiations, or on any other basis arising from this RFQ. Without limiting the generality of the foregoing and for certainty, no "contract A" as envisioned by the Supreme Court of

Canada in *R. v. Ron Engineering*, [1981] 1 S.C.R. 111 is formed by the submission of a Quote in response to this RFQ. The Proponent agrees that by submitting a Quote in response to this RFQ, the Proponent may not make any claim for compensation of any kind against the Owner or Owner's Representative or any of their respective officers, agents or employees as a result of its submission of a Quote in response to this RFQ, including without limitation any claim for costs of Quote preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract, tort, equity, breach of any duty, including, but not limited to breach of a duty of fairness, breach of an obligation to accept only compliant Quote, or any other cause of action whatsoever.

6. SUBMISSION REQUIREMENTS

- (a) *Verify, Clarify and Supplement* – During the evaluation process, the Owner may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Quote. The Owner may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.
- (b) *Past Performance or Inappropriate Conduct* – The Owner may disqualify a Proponent or any proposed subcontractor or supplier from participating in this RFQ process based upon past performance and such inappropriate conduct.
- (c) *Confidential Information of Proponent* – Each Proponent should identify any information in its Quote or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. Proponents are advised that their Quote will, as necessary, be disclosed on a confidential basis, to the Owner's advisers retained for the purpose of evaluating or participating in the evaluation of their Quote.
- (d) *Information Provided* – Every Proponent is responsible for ensuring that it has all the information that it requires to respond to this RFQ. Proponents are responsible for their own analysis in support of their Quote. The Owner is not liable for any errors in the information provided in connection with this RFQ.
- (e) *Costs* – Proponents bear their own costs for responding to this RFQ.
- (f) *Statements* – No Proponent shall make any statement with respect to this RFQ or the Contract without the written consent of the Owner, which may be unreasonably withheld.

- (g) *Confidentiality* – All information provided by or obtained from the Owner in any form in connection with this RFQ either before or after the issuance of this RFQ:
- (i) is the sole property of the Owner and must be treated as confidential;
 - (ii) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent agreement;
 - (iii) must not be disclosed without prior written authorization from the Owner; and
 - (iv) shall be returned by the Proponents to the Owner immediately upon the request of the Owner.

Confidential Information shall not include:

- (i) information generally available to the public other than as a result of a breach of these confidentiality obligations;
- (ii) information that becomes available to either party through no breach of any contract or law;
- (iii) information that either party develops independent of the information provided to it by the other party; or
- (iv) information that is required to be disclosed by any applicable laws or regulations.

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APPENDIX A SCOPE OF WORK

DESIGNATED SUBSTANCE SURVEYS

Site Location:

19 and 39 Carr Street, Toronto, ON M5T 2V7
25 and 37 Eden Place, Toronto, ON, M5T 2V6

Building Locations, Age and Units:

Alexandra Park Co-operative is located in downtown Toronto just north of Queen Street West and east of Bathurst Street with 104 units comprised of four three-story walk-up apartment buildings which have one and two bedroom units and townhouses which have three and four bedroom units.

Purpose of Undertaking:

To complete designated substance surveys in the multi-story apartment buildings located at: Alexandra Park Co-operative – 19 and 39 Carr Street, Toronto, ON M5T 2V7; and 25 and 37 Eden Place, Toronto, ON, M5T 2V6 in compliance with the Province of Ontario legislation:

Occupational Health and Safety Act made under Section 30 of the *Ontario Occupational Health and Safety Act O.Reg. 490/09*

Description of Undertaking and Scope of Work:

The purpose of the reports is to minimize possible health and environmental impact should staff, residence or contractors come into contact with these materials.

The surveys will include:

- A visual inspection (walk-through) of the site including all of the exteriors and the interiors of apartment buildings.
- The exteriors will include all exterior surfaces and the interiors will include a representative sampling of 15% of the apartment buildings.
- The surveys will identify the readily-accessible areas for the presence of designated substances used in apartment buildings and construction materials and equipment.

- The successful Proponent will provide Designated Substance Surveys (Assessment Reports) for apartment buildings located at :
 - 19 and 39 Carr Street, Toronto, ON M5T 2V7
 - 25 and 37 Eden Place, Toronto, ON M5T 2V6
- The surveys will outline materials of concern at each site, lab analysis and results of materials tested, the overall location and concentration of the materials (types, locations) found in the apartment buildings and remediation measures and conclusions/recommendations made according to these observations and testing.
- The surveys will assess and catalogue the type, characteristics and condition of the apartment buildings materials and collecting of sample materials for laboratory analysis.
- The Owner is planning on doing exterior repair and installing new siding on building facade in 2019.
- The final Designated Substances Survey report for Alexandra Park Co-operative for 19 and 39 Carr Street, Toronto, ON M5T 2V7 and 25 and 37 Eden Place, Toronto, ON, M5T 2V6 will properly identify the hazardous materials in the apartment buildings and provide details regarding safe work procedures when in contact with these materials as well as safe and proper waste handling guidelines to minimize possible health and environmental impact.
- Two (2) hard copies of the final report will be provided to the Owner in addition to an electronic copy.
- Designated substance survey needs to be completed by **Friday, May 31, 2019.**

(End of section)

**APPENDIX B
RESPONSE FORM**

Attached as a separate document.

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**APPENDIX C
FORM OF CONTRACT**

Attached as a separate document.