

Regent Park Energy

RFP 230801

Request for Proposals

For

District Energy Control System Upgrade

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BACKGROUND

Regent Park Energy Inc. (RPEI) provides heating and cooling energy to connected customer buildings. Its control system controls the boiler and chiller plant as well as Energy Transfer Stations in customer buildings. Part of the control system consists of TA Vista legacy controllers that are at their End-of-Service-Life (EOSL).

In order to address the issue, RPEI is seeking a Proponent for the provision of install new based BACnet controllers to replace existing Lon based controllers and integrate them into to an existing Tridium Niagara AX SoftJace on a Windows PC.

RPEI will be awarding the project to the highest scored submission among the qualified Proponents.

RFP KEY INFORMATION

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

Name and Address of Procuring Entity	
For the purposes of this procurement process, the “ RPEI Contact ” will be:	Scott Bernier
RFP Number	230801
RFP Title	District Energy Control System Upgrade
Issue Date of RFP	Wednesday, August 29, 2023
Optional Site Visit Location and Details	252 Sackville St
Deadline for Questions	Friday, September 5, 2023 at 2:00 PM ET All inquiries are to be directed through sbernier@oshawapower.ca
Deadline for Issuing Addenda	Friday, September 11, 2023 at 2:00 PM ET
Proposal Deadline	Wednesday, September 15, 2023 at 2:00:00 PM ET
Rectification Period	Three (3) Days unless otherwise noted in a Rectification Notice.

PART 1 – INVITATION TO PROPONENTS

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by RPEI to prospective Proponents to submit Proposals for **District Energy Control System Upgrade** to provide the Work RPEI requires as further described in Appendix A – Scope of Work, Specifications, and Drawings.

1.2 Optional Site Visit

As the site visit is noted as optional, a Proponent’s attendance at site visit is not required and failure to attend will **not** impact their Proposal.

1.3 Project Agreement

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

1.4 Submission of a Proposal

A Proposal consists of the following:

- (a) The Mandatory Requirements;
- (b) Pricing; and
- (c) Rated Criteria.

Proposals must be submitted to sbernier@oshawapower.ca

Proposals sent via other manner will be disqualified.

- Each Proponent must:
 - (a) Download and carefully read all documents.
 - (b) Complete all forms required to be completed.
 - (c) Save all forms required to be completed and related documents in the specified format (adding company name to the end of the file Name). Example: “*RFP Requirements ABC Company Inc.pdf*”
 - (d) Email all forms required to be completed and related documents to the e-Procurement Portal.

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

1.5 Proposals Must Be Submitted on Time

Proposals must be submitted on or before the Proposal Deadline. Proposals submitted after the Proposal Deadline will be rejected without exception.

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

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

1.6 Amendment of Proposals

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

1.7 Withdrawing Proposals

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

1.8 Disqualification

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

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

END OF PART 1.

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Proposal Evaluation

RPEI will evaluate Proposals in the following two (2) stages:

2.1.1 Stage I: Mandatory Requirement(s)

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

Each Proposal must complete Submission Forms.

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

2.1.1 are rectifiable.

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

2.1.2 Stage II: Rated Criteria

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

2.2 Ranking and Selection

The qualified Proposal with the highest score will prevail.

2.3 Evaluation and Selection Time Range

Depending on the level of approval, evaluation and selection of the winner(s) typically take a range of 2 weeks. Every Proponent will be notified of the result of their Proposal at the end of the evaluation and selection process via the e-Procurement Portal.

END OF PART 2.

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proposals in English

All Proposals shall be in English only.

3.1.2 No Representations

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

3.1.3 Proponents Shall Bear Their Own Costs

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

3.1.4 Proposal to be Retained by RPEI

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

3.1.5 No Guarantee of Volume or Exclusivity of Contract

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

3.1.6 Accessibility for Ontarians with Disabilities

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

Upon request, Proponents shall provide documentation to RPEI describing their accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the number of attendees. If RPEI is of the opinion that a Proponent is non-compliant with the requirements of the AODA, RPEI may require that such Proponent, at its sole expense, amend its accessibility policies, practices and procedures. Failure to comply with the AODA may result in the immediate termination of any agreement.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

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

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

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

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

3.2.2 Addenda to the RFP

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

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

3.2.3 Post-Deadline Addenda and Extension of Proposal Deadline

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

3.2.4 RPEI may Verify and Clarify

When evaluating Proposals, RPEI may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proposal. RPEI may re-evaluate the Proponent's Proposal or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

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

3.3 Notification of Project Award

3.3.1 Notification of Project Agreement Award

RPEI will notify Proponent(s) who have successfully qualified under Part 2 – Evaluation and Selection. However, prior to awarding the Project Agreement each Proponent must submit items listed in 3.3.2 below.

3.3.2 Pre-Conditions of Award

Prior to entering into the Project Agreement as a condition of award, if you are a new Vendor or have not provided previous services to RPEI, RPEI reserves the right to request three (3) references after receiving your Proposal. Failure to provide the references will result in disqualification. RPEI will review the references and any concerns raised by the references could also lead to disqualification.

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

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

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

- (a) the current master business license, business names report, limited partnerships report and/or other evidence as applicable containing the following:
 - (i) name of the person or entity that will enter into the Project Agreement with RPEI;
 - (ii) business mailing address (and head office, if different);
 - (iii) evidence of active business status;
- (b) a certificate of incumbency or other evidence of the signatory's authority if the Project Agreement will be signed by a person other than a partner or the sole proprietor; and

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

3.4 Debriefing and Protest Process

3.4.1 Debriefing

Unsuccessful Proponents may request a debriefing session with RPEI. Requests for a debriefing session must be made in writing to the RPEI Contact within 60 calendar days of notification of the outcome of the RFP process.

3.4.2 Protest Process

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

3.5 Project Agreement

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

3.5.1 Project Agreement Negotiation

The successful Proponent(s) will be required to enter into and execute a Project Agreement with RPEI for the performance of the Work. Attached at Appendix B – Project Agreement is RPEI's standard form of contract for this RFP.

Negotiation of the Project Agreement will not constitute a legally binding offer to enter into a contract on the part of RPEI or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a Project Agreement. Negotiations may include requests by RPEI 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 RPEI for improved pricing or performance terms from the Proponent.

3.5.2 Award Bypass

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

- (a) under a current or previous RPEI contract(s) the Proponent:
 - (i) failed to perform the scope of work in accordance with the required standard of care;
 - (ii) caused delays to the schedule; or
 - (iii) failed to deliver the scope of work on budget;
- (b) there is documented proof of material performance issues on RPEI project(s) evidencing that the Proponent has failed or is failing to perform the scope of work in accordance with the contract documents, schedule, budget, and/or standard of care required for successful, deficiency free, timely, on-budget delivery;
- (c) in previous procurements the Proponent failed to honour the pricing or other elements of their proposals that they submitted; or
- (d) the Proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, is or was a party to any prior, current or anticipated litigation, or any other formal dispute resolution procedure, with RPEI, or its affiliates or subsidiaries.

3.5.3 Timeframe for Negotiations

RPEI intends to conclude negotiations and execute the Project Agreement with the successful Proponent(s) within 14 calendar days, commencing from the date RPEI notifies the successful Proponent(s). RPEI reserves the right to terminate negotiations if the parties cannot come to an agreement on the final form of contract within this time period.

3.5.4 Subcontractor Issues

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

If a proposed subcontractor has had past or present disputes with RPEI that is discovered after the Proponent's submission has been evaluated, then RPEI will inform the Proponent and the Proponent will be offered the opportunity to substitute with a different subcontractor. The Proponent will not be permitted to change the price of their Proposal due to substitution of a subcontractor who has had past or present disputes with RPEI.

3.6 Substitution of Award and Award Notification

3.6.1 Substitution of Award

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

- (a) any of section 3.5.2 award Bypass above applies to the Proponent;

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

3.6.2 Notification to Other Proponents

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

3.7 Conflicts of Interest and Prohibited Conduct

3.7.1 Conflict of Interest

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

- (a) in relation to the procurement process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
 - (i) having or having access to information in the preparation of its Proposal that is confidential to RPEI and not available to other Proponents;
 - (ii) communicating with any person with a view to influencing or obtaining preferred treatment in the procurement process;
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or
 - (iv) having a non-arms-length relationship with any other Proponent bidding on this RFP; or
- (b) in relation to the performance of its contractual obligations in an agreement with RPEI, the Vendor’s other commitments, relationships or; financial interests
 - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - (ii) could or could be perceived to compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.7.2 Communication with RPEI Contact Only

Proponents and their representatives are **not** permitted to contact any employees, directors, officers, agents, elected or appointed officials or other representatives of RPEI, other than the RPEI Contact identified in the RFP Key Information, concerning matters regarding this RFP. A

Proponent who communicates with RPEI about the RFP process, during the RFP process, in any way other than through the RPEI Contact identified in the RFP Key Information shall be deemed non-compliant and the Proponent's Proposal shall be disqualified.

3.7.3 Lobbying Prohibited

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

3.7.4 Communication with Media Prohibited

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

3.7.5 No Illegal or Unethical Conduct

Proponents shall not engage in any illegal or unethical bidding practices, including but not limited to bid-rigging, price-fixing, bribery, fraud or collusion. Proponents that are in any way affiliated with another Proponent seeking to submit a Proposal must disclose such affiliations, including joint ventures, ownership, management or contractual agreements in section 7 (Conflict of Interest) of Submission Form A – Proponent Acknowledgment form. RPEI, in its sole discretion, may prohibit affiliated Proponent(s) from submitting Proposals for the same RFP, or may reject their Proposals.

Any illegal or unethical conduct, including offers of gifts to RPEI employees, directors, officers or other representatives of RPEI, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process, is strictly prohibited, and will result in immediate disqualification of the Proponent's Proposal.

3.8 Confidential Information

3.8.1 Confidential Information of RPEI

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

- (a) is the sole property of RPEI and Proponents must treat it as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Project Agreement;
- (c) must not be disclosed without prior written authorization from RPEI; and

- (d) shall be returned or destroyed by the Proponents to RPEI immediately upon the request of RPEI.

3.8.2 Confidential Information of Proponent

A Proponent must identify any confidential information in its Proposal or accompanying documentation. The confidentiality of such information will be maintained by RPEI, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that RPEI is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and may be required to disclose information pursuant to that Act. Furthermore, Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to RPEI's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals.

3.9 Procurement Process Non-Binding

3.9.1 Negotiated Non-Binding Procurement Process

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

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

3.10 Governing Law and Interpretation

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

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

END OF PART 3.

PART 4 – RFP PARTICULARS

4.1 The Work

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

4.2 Insurance Coverage Requirements

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

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

4.3 Workplace Safety and Insurance Board (WSIB) Clearance Certificate

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

4.4 Proponents Responsible for Obtaining Independent Legal Advice

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

4.5 Staff Identification

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

4.6 Site Specific Health and Safety Plans

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

- (a) Procedures for identifying, reporting and management of hazards in the workplace;
- (b) Incident reporting and investigation process;

- (c) Corrective and preventative measures to prevent incidents and escalations;
- (d) Safety precautions to protect the public from construction activities;
- (e) Procedures for the safe storage of materials;
- (f) Safety checklist(s) for specific equipment and activities; and
- (g) Periodic reviews of subcontractor conformance to the health and safety plan.

END OF PART 4.

DEFINITIONS

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

“Average Performance Score” means the average of all of the Proponent’s interim and final Performance Scores received in respect of a Category of Work or subcategory if applicable, in the most current 5-year period, or applicable portion thereof.

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

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

- **Construction** - work related to the building of new housing or renovation of existing housing.
- **Corporate** - work related to Finance, Legal, Marketing, Communications and Human Resources.
- **Demand Maintenance** - work related to unplanned, reactive maintenance that arises out of necessity due to a sudden service failure at a building.
- **Design & Engineering (D&E)** - work related to architectural design and construction administration.
- **Information Technology Services (ITS)** - work related to new technology infrastructure, services and/or applications.
- **Preventative Maintenance** - work related to ongoing maintenance of RPEI buildings.
- **State of Good Repair** - work related to bulk maintenance and critical repairs across RPEI buildings.
- **Services** - work related to the provision of services by a Vendor specified under a RPEI Project Agreement.
- **Supplier** - work related to the provision of product required by RPEI staff to perform their duties.

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

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

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

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

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

“HST” means Harmonized Sales Tax.

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

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

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

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

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

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

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

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

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

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

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

“Rectification Period” means the period during which a Proponent may rectify its Proposal. The Rectification Period shall run from the date and time that RPEI issues a Rectification Notice to

that Proponent, until the date and time stipulated in the Rectification Notice. If no end date is specified in the Rectification Notice, then the Rectification Period shall be 3 Business Days.

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

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

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

means Toronto Community Housing Corporation.

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

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

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

END OF DEFINITIONS.

APPENDIX A – DRAWINGS

Attached.

END OF APPENDIX A