



March 18, 2021

Dear Contractors,

RE: Non-Binding, Negotiated Request for Proposal 20-10 – Deep Energy Retrofit Exterior – 255 Riverside Dr. E (“NNRFP”)

Registration Deadline: March 25, 2021 up to and including **4:00 PM**

Closing Date: April 7, 2021 up to and including **11:00 AM**

Windsor Essex Community Housing Corporation (“**CHC**”) invites Submissions in connection with the above-noted NNRFP. The purpose of the NNRFP is to select a negotiation partner or partners with whom CHC intends to enter into negotiations in an effort to reach a Contract for certain Deep Energy Retrofit (DER) and other work at 255 Riverside Drive East, Windsor, Ontario, including installation of exterior insulation/cladding, replacement of windows, repair of concrete balconies, replacement of balcony railings and the installation of window mounted AC units. One of the goal is to meet EnerPhit standards according to the Passive House Institute’s passive house standard, in turn significantly reducing energy costs, along with creating a comfortable and healthy environment.

To access the NNRFP, related documents and notifications and be eligible to make a submission, Contractors must register with CHC by the above noted registration deadline. If the registration deadline is missed, the Contractor will not be eligible to make a Submission to the NNRFP.

Registration is easy to do. Simply log into the CHC Website at: www.wechc.com. Click on Corporate, Create a Contractor Account and follow the prompts. We look forward to your registration.

Regards,

Prepared by

Approved by,

Siavash Mokhtari
Project Manager, Asset Management

Jeff Belanger
Director, Asset Management

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SOCIÉTÉ DE LOGEMENT DE LA COMMUNAUTÉ WINDSOR ESSEX

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Non-Binding, Negotiated Request for Proposal 20-10 - Deep Energy Retrofit Exterior – 255 Riverside Dr. E

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PART 1 INTRODUCTION

- 1.1 **CHC.** CHC is the largest social housing provider in Windsor and Essex County, and the fourth largest in Ontario. CHC provides approximately 4,700 homes to about 12,000 seniors, parents, children, singles and persons with special needs. CHC also provides limited market rental opportunities to the people of Windsor and Essex County. More information about CHC is available on the CHC Website.
- 1.2 **NNRFP Purpose.** The purpose of this NNRFP is to select a negotiation partner or partners with whom CHC intends to enter into negotiations in an effort to reach a Contract to provide construction services as described in NNRFP Schedule B – Work Requirements and the draft Contract.
- 1.3 **Non-binding Nature of this NNRFP.** The process embodied by this NNRFP is not intended to create and does not create a formal binding process. Instead, the process is intended to enable CHC to learn what Contractors can offer and identify those Contractors most capable of meeting CHC's requirements. Depending on the number and variety of responses, CHC may subsequently negotiate a Contract with the Contractor who can best serve CHC's needs, as determined by CHC. It is emphasized that this NNRFP is issued solely for the purpose of obtaining Submissions. Neither the issuance of this NNRFP nor the making of a Submission implies any obligation by CHC to enter into any contract and Contractors shall have no claim against CHC with respect to the award of a contract, failure to award a contract or failure to honour a Submission in response to this NNRFP.
- 1.4 **Rationale.** As utilities are a significant component of housing affordability, CHC has adopted the Passive House Standard for the Deep Energy Retrofit Project at 255 Riverside Dr. E, Windsor, Ontario. This will allow CHC to retain this asset long term and provide better, more environmentally friendly and comfortable residences for our tenants.
- 1.5 **Number of Awards.** The number of Awards contemplated pursuant to this NNRFP is as described in NNRFP Exhibit C – Price Proposal and Submission Form (see the "Notes" in part 2).
- 1.6 **Time Period for Work Requirements.** Fulfillment of the Work Requirements is contemplated to commence by the date indicated in NNRFP section 5.2 and proceed according to strict scheduling requirements, with total completion by the date indicated in NNRFP section 5.2.

PART 2: INTERPRETATION AND CONTENT

- 2.1 **Interpretation.** Interpretation of this NNRFP and/or any other document made or delivered pursuant to this NNRFP, unless indicated otherwise or the context requires otherwise, shall be subject to the definitions and rules of interpretation set out in NNRFP Schedule A – Interpretation. Defined terms are indicated with capitalization.
- 2.2 **NNRFP Documents.** The following documents shall be incorporated into and form part of this NNRFP:
- a. **Schedules.**
 - i. **NNRFP Schedule A** – Interpretation.
 - ii. **NNRFP Schedule B** – Work Requirements.
 - iii. **NNRFP Schedule C** – Disclosure.
 - iv. **NNRFP Schedule D** – Submission Security.
 - b. **Exhibits.**

- i. **NNRFP Exhibit A** – Subcontractor Pre-approval Form.
 - ii. **NNRFP Exhibit B** – Equivalents Pre-approval Form.
 - iii. **NNRFP Exhibit C** – Price Proposal and Submission Form.
 - iv. **NNRFP Exhibit D** – Contract.
 - v. **NNRFP Exhibit E** – Envelope Label and Checklist.
- c. **Questions, Clarification Requests and Related Responses.** Any questions or clarification requests and related responses referred to in NNRFP subsection 3.1c that are posted on the CHC Website.
- d. **Addenda.** Any addenda issued pursuant to this NNRFP as posted on the CHC Website.

IT SHALL BE THE SOLE RESPONSIBILITY OF CONTRACTORS TO MONITOR THE CHC WEBSITE UNTIL THE CLOSING DATE FOR ANY POSTED ITEMS.

- 2.3 **Read Carefully.** Contractors are encouraged to read this NNRFP thoroughly and follow instructions carefully. The potential consequences to Contractors of not doing so are potentially significant, including disqualification.

PART 3: COMMUNICATION

- 3.1 **Information, Clarification and Questions.** Contractors wishing information, clarification or have questions with respect to this NNRFP shall have the following opportunities:
- a. **CHC Website.** The following shall be posted on the CHC Website:
 - i. NNRFP related documents, including any addenda.
 - ii. Designated substances reports, if any.
 - iii. Questions and clarification requests and CHC related responses pursuant to NNRFP subsection 3.1c.
 - b. **Meetings.** There shall be meetings as indicated in NNRFP section 5.2. If a meeting is described as mandatory, failure to attend in accordance with the below requirements shall result in Contractor disqualification.
 - i. No more than two representatives of each Contractor may attend the meeting.
 - ii. Attendees must be present at the start of the meeting and be present throughout, until the close of the meeting.
 - iii. Attendees must participate in any meeting sign-in process administered by CHC.
 - iv. Attendees must be part of the Contractor's proposed work team, excepting work team members employed by a subcontractor. For greater clarity, proposed subcontractors are not permitted to attend meetings.
 - c. **Questions and Clarification Requests.** Contractors may submit questions or clarification requests by e-mail to the CHC contact indicated in NNRFP section 5.2, up until the deadline indicated in NNRFP section 5.2. Contractors shall not be entitled to a response from CHC in respect of questions and clarification requests submitted in any other time frame or manner. CHC shall make reasonable efforts to respond to questions and clarification requests made in accordance with this NNRFP but shall not otherwise be obligated to respond. When responding, CHC may edit or re-phrase questions or clarification requests. Questions and clarification requests, as edited or rephrased, along with related responses shall be posted on the CHC Website.

- 3.2 **Reliance.** Notwithstanding that CHC may give verbal answers and may provide other information during meetings or otherwise, such answers and information, whether in verbal or written form, shall not amend this NNRFP, unless posted on the CHC Website.
- 3.3 **Post-Closing Debriefing.** Contractors wishing to be debriefed by CHC with respect to their Submissions must submit a request in that regard by e-mail to the CHC contact as indicated in NNRFP section 5.2 by the deadline indicated in NNRFP section 5.2. CHC shall make reasonable efforts to accommodate all debriefing requests for procurements valued at greater than \$100,000 but shall not otherwise be obligated.
- 3.4 **Third Party Communications.** Contractors shall not make any communications to any third parties about CHC, the Work Requirements and/or this NNRFP, whether or not such communications involve confidential information, without the prior written consent of CHC. This provision shall not apply to subcontractors, in connection with which the Contractor is seeking pre-approval pursuant to this NNRFP, providing that any such subcontractors agree to be bound by this provision.

PART 4: DISCLOSURE

- 4.1 **Material Information Relevant to Contract.** Subject to NNRFP sections 5.2 and 5.3, information that may be helpful in connection with this NNRFP as identified by CHC is set out in NNRFP Schedule C - Disclosure.
- 4.2 **Contractor Responsible for Necessary Information.** CHC shall not be responsible for any misunderstanding of the NNRFP on the part of Contractors. It is the responsibility of Contractors to seek out such information as necessary in making their Submissions or to obtain clarification of any matter Contractors consider unclear, prior to making a Submission.
- 4.3 **CHC Not Responsible for NNRFP Errors.** Notwithstanding any other provision, CHC shall not be liable for any error or omission in any part of this NNRFP. While CHC has used reasonable efforts to ensure an accurate representation of information in this NNRFP, the information contained in this NNRFP is supplied solely as a guide to Contractors. CHC does not have expertise in the subject matter of this NNRFP and the information is not guaranteed or warranted to be accurate by CHC, nor is it necessarily comprehensive or exhaustive. Nothing in this NNRFP is intended to relieve Contractors from forming their own opinions and conclusions with respect to the subject matter of this NNRFP.
- 4.4 **Report NNRFP Errors.** If a Contractor discovers anything in this NNRFP that is materially misleading or incomplete, contains internal inconsistencies, does not align with legal requirements or site conditions or may be interpreted by different Contractors in materially different ways, the Contractor should report the same to CHC by way of the question and clarification process outlined in NNRFP subsection 3.1c, notwithstanding that any deadline may have passed. Contractors shall not be entitled to make any claim on account of any other Contractor failing to report to CHC in accordance with this provision.

PART 5: PROCESS

5.1 **Negotiated Process.** The issuance of this NNRFP by CHC is part of a negotiated process to obtain Submissions and enter into a Contract that best serves CHC’s procurement goals.

5.2 **Sequencing.** Subject to amendment by CHC, the sequencing for this NNRFP shall be as follows:

Item	Description	Date, Time and Details as Applicable
a.	Issuance of NNRFP	Date: March 18, 2021
b.	Deadline for Contractor Registration with CHC	Date: March 25, 2021 Time: up to and including 4:00 PM
c.	Mandatory (In-person) Meeting	Date: March 25, 2021 Time: 10:00 AM – 2:00 PM Location: 255 Riverside Dr E Meeting will be limited to 2 employee’s per contractor (Covid safety protocols will be observed at all meetings)
d.	Posting of any designated substances reports on CHC Website.	Date: after the above described Meeting
e.	Deadline for Contractor Written Questions and Clarification Requests	Date: March 30, 2021 Time: up to and including 4:00 PM CHC Contact: smokhtari@wechc.com
f.	Deadline to Submit any Proposed Subcontracting Arrangements for Pre-approval by CHC	Date: March 30, 2021 Time: up to and including 4:00 PM
g.	Deadline to Submit any Proposed Equivalents for Pre-approval by CHC	Date: March 30, 2021 Time: up to and including 4:00 PM
h.	CHC Website posting of Responses to Contractor Written Questions and Clarification Requests	Date: by April 2, 2021
i.	Deadline for Submission Amendment or Withdrawal	Date: April 7, 2021 Time: up to and including 10:59 AM
j.	Deadline for Submissions (“Closing Date”)	Date: April 7, 2021 Time: up to and including 11:00 AM Location: Windsor Essex Community Housing Corporation 945 McDougall Street Windsor, Ontario NOTE: Canada Post Corporation does not deliver to the CHC address so Submissions cannot be mailed via Canada Post Corporation without risk of delay.
k.	Submission Opening (see NNRFP part 8)	Date: immediately post Closing Date Note: Submission opening is private
l.	Initial review of Submission for Supplier eligibility, mandatory content and mandatory criteria (see NNRFP part 7)	Date: April 7, 2021 – April 8, 2021

m.	Supplier notification of deficiencies and rectification period (see NNRFP part 7)	Date: April 9, 2021 – April 13, 2021
n.	Final evaluation for weighted criteria (see NNRFP part 7)	Date: April 13, 2021 – April 15, 2021
o.	Negotiations (see NNRFP part 8)	Date: April 16, 2021
p.	Award of Contract, if negotiations successful	Date: by April 19, 2021
q.	Contractor fulfills conditions including work readiness specifications as outlined in NNRFP Schedule B – Work Requirements part 2	Date: Within 7 days from Award Date
r.	CHC issuance of Work Order	Date: by April 20, 2021
s.	Identification and Announcement of Successful Contractor	Date: Post Award
t.	Contractor Commences Work on Site	Date: May 3, 2021
u.	Contractor Debriefing	Date and time: during the period sixty days' post Award, at a specific date and time mutually agreeable to CHC and the Contractor CHC Contact: Sia Mokhtari smokhtari@wechc.com
v.	Substantial Completion of Work, subject to early termination or extension pursuant to the Contract	Date: by April 15, 2022
w.	Total Completion of Work, subject to early termination or extension pursuant to the Contract	Date: by April 30, 2022

PART 6: INFORMATION ON MAKING A SUBMISSION

- 6.1 **Closing Date.** The “Closing Date” for Submissions shall be as indicated in NNRFP section 5.2. Submissions received after the Closing Date may not be reviewed by CHC.
- 6.2 **Submission Packaging.** Submissions should be enclosed in a sealed envelope and the envelope should be labeled with the label set out in NNRFP Exhibit E – Envelope Label and Checklist.
- 6.3 **Submission Location.** Submissions should be submitted by delivery (in person or via courier) to the location indicated in NNRFP section 5.2. Submissions sent via courier are the sole responsibility of the Contractor to ensure delivery on time. CHC will not assume responsibility for Submissions directed to any other location. CHC shall not accept facsimile, email or verbal Submissions. **NOTE:** Canada Post Corporation does not deliver to the CHC address so Submissions cannot be mailed via Canada Post Corporation without risk of delay.
- 6.4 **Submission Content.** Submissions should include a completed in English and signed NNRFP Exhibit C - Price Proposal and Submission Form.
- 6.5 **Submission Costs.** All risk of loss and/or costs associated or incurred in the preparation and submission of the Contractor’s Submission shall be borne by the Contractor.

PART 7: SUBMISSION OPENING AND EVALUATION

- 7.1 **Private Opening.** Submission opening of on time Submissions shall be conducted in private and not in public by a Submission Opening Team or such other group or person appointed by CHC.
- 7.2 **Evaluation.** Evaluation of Submissions shall be conducted in private and not in public. Those tasked with evaluating Submissions shall be at CHC’s sole discretion. In the event any such individual is for whatever reason unable to complete her or his evaluation of Submissions then CHC shall, in its sole discretion, be entitled to appoint a replacement for that individual or authorize the remaining individuals, if any, to complete the evaluation in the absence of such individual.
- 7.3 **Seeking Expertise.** CHC shall be entitled to seek out expertise from such persons it deems advisable and apply such expertise as it deems necessary in the evaluation of any item or aspect of any Submission.
- 7.4 **Steps.** There shall be the following steps in Submission evaluation:
 - a. **Step 1: Initial Review.** Submissions shall be reviewed to assess whether:
 - a. **Eligibility.** They demonstrate that the Contractor meets the eligibility requirements outlined in NNRFP Exhibit A – Price Proposal and Submission Form.
 - b. **Submission Content.** The Submission includes the Submission content as outlined in NNRFP section 6.4.
 - c. **Mandatory Criteria.** The Submission meets the mandatory criteria identified in NNRFP Exhibit A - Price Proposal and Submission Form. Mandatory criteria are described as such and the words “shall” and/or “must” are also indicative.
 - b. **Step 2: Rectification.** CHC may at its sole option give Contractor’s whose Submissions fail to demonstrate their eligibility, fail to include the content contemplated by NNRFP section 6.4 and/or fail to demonstrate the meeting of mandatory criteria, an opportunity to rectify such deficiencies during the period identified in NNRFP section 5.2. For greater clarity CHC may give certain Contractor’s this opportunity without giving the same opportunity to all Contractor’s. CHC is likely only to give this opportunity to those Contractor’s who appear to CHC to be realistic candidates for an Award. Thus, Contractor’s should ensure quality Submissions up front and not rely on any rectification period, which may or may not become available to the Contractor’s.
 - c. **Step 3: Disqualification.** Submissions that, after the rectification period outlined in NNRFP section 5.2, still do not demonstrate the eligibility of the Contractors as outlined in NNRFP Exhibit A – Price Proposal and Submission Form, include the content as contemplated by NNRFP section 6.4 and/or demonstrate the meeting of mandatory criteria as identified in NNRFP Exhibit A - Price Proposal and Submission Form, will be disqualified and be excluded from further evaluation.
 - d. **Step 4: Weighting.** Submissions that are not disqualified after the rectification period shall be scored on the weighted criteria. Weighted criteria are described as such and the word “should” is also indicative. Failure to address any one or more of the weighted criteria will not result in disqualification of the Submission; it will however affect the scoring that the Submission receives during evaluation. Weights are used to assign a relative importance to each of the weighted criteria. Accordingly, Contractor’s should consider the following weighting when making a Submission:
 - i. **Price Proposal.** The Price Proposal of each Contractor shall be reviewed as contemplated by the “Notes” in **40 %**

part 2 of the Price Proposal and Submission Form and then rated on a relative basis.

- ii. **Performance Capacity.** The performance capacity of each Contractor shall be reviewed and compared and then rated on a relative basis. 10 %

 - iii. **Schedule & Building Operation Capability.** The detailed schedule and construction capability of each Contractor **40 %** shall be reviewed and rated on a relative basis. (plan to minimize tenant complaints)

 - iv. **Value Added.** The value added criteria offered by each Contractor shall be reviewed and compared and then rated on a relative basis. 10 %
- 100%

7.5 **Step 5 (Optional): Verification.** CHC, may but shall not be obligated, to verify any information included in any Submission. Contractors shall cooperate in all reasonable verification efforts. Without limiting the generality of the foregoing:

- i. **Interview.** Upon request by CHC, the Contractor shall cause such number as directed by CHC, up to three, of its proposed work team members who can speak to the Contractors Submission, to attend an interview with CHC.

- ii. **Access to Premises Etc.** The Contractor shall provide CHC with all requested access to its premises, records and other resources that are in any way relevant to the Contractors Submission.

CHC shall be entitled in its sole discretion to reject any Contractors statement or claim if, in the sole judgment of CHC, the statement or claim is unwarranted or questionable. For example, if a Contractors proposed work team members who attend an interview cannot speak credibly to the Contractors Submission, CHC may adjust the Submission accordingly and correspondingly adjust its evaluation of eligibility and weighted elements. Further, CHC shall be entitled in its sole discretion to take such other action it deems appropriate if in the sole judgement of CHC the unwarranted or questionable statement or claim represents an intentional misrepresentation by the Contractor.

PART 8: NEGOTIATION AND SELECTION

- 8.1 **Post Evaluation Negotiation.** After evaluation of Submissions as outlined in NNRFP part 7, during the time period identified in NNRFP section 5.2, CHC may but shall not be obligated to enter into negotiations with any one or more of the top ranked Contractor for the purposes of negotiating a Contract.

- 8.2 **Negotiation Process.** Negotiations shall be subject to and in accordance with the following:
 - a. Negotiations may be carried out in sequence, starting with the highest-ranking Contractor or concurrently with one or more Contractors, in the sole discretion of CHC.

- b. Include negotiations with respect to the proposed Price Proposal, the Work Requirements, the draft Contract and/or any other related matter which CHC, in its sole discretion wishes to raise for negotiation, provided however that Contractors shall not be permitted to negatively change the terms in their Price Proposal and Submission Forms in a way that would backslide their rankings (in other words bid and switch).
- c. Be subject to such time limits or other parameters as CHC, in its sole discretion, may impose.
- d. Negotiations may lead to CHC amending NNRFP Schedule B - Work Requirements or giving permission to the Contractor with whom CHC is negotiating to amend their Submissions, without offering all Contractors the same opportunities.

8.3 Termination of Negotiations. If CHC for any reason cannot negotiate in its opinion a satisfactory agreement with a Contractor with whom it is negotiating, CHC may unilaterally terminate negotiations and may either terminate the NNRFP or continue or proceed to negotiate with other Contractor.

PART 9: CONTRACTOR SELECTION

9.1 Award of Contract. Notwithstanding any other provision of this NNRFP or any practice or custom, CHC shall be entitled to: accept any Submission in whole or in part; disqualify any or all Submissions in whole or in part; and accept any Submission in whole or in part which does not have the lowest Price Proposal.

PART 10: CHC ENTITLEMENTS TO AMEND OR CANCEL NNRFP

Amendments. CHC shall be entitled, at any time and from time to time, to alter any dates in this NNRFP or to otherwise amend or supplement this NNRFP by issuing an addendum.

10.1 Cancellation. CHC shall, in its sole discretion, be entitled to cancel this NNRFP at any time before an Award. Circumstances in which this NNRFP may be cancelled by CHC include:

- a. Procurement is no longer needed.
- b. Authorized funding or budget exceeded.
- c. Less than three qualified Submissions.
- d. The NNRFP process has, in the opinion of CHC, been compromised, including situations in which CHC has compromised the NNRFP process.
- e. CHC determines that it has made an error in the NNRFP or determines that changes would be appropriate and/or desirable.
- f. CHC is unable to negotiate a Contract which it considers in its sole discretion to be satisfactory.

In the event CHC cancels this NNRFP, CHC shall be entitled to issue a new NNRFP or initiate a new procurement process with the same or similar Work Requirements and with the same and/or different Contractors.

PART 11: CONTRACTOR AMENDMENT AND WITHDRAWAL

11.1 Contractor Withdrawal. Contractors may withdraw their Submissions at any time prior to execution of a Contract by the Contractor and CHC. A Supplier wishing to withdraw a Submission in this regard should do so in writing to: Abraham Fattouh at: afattouh@wechc.com. For greater clarity, withdrawal simply means that CHC will not

evaluate or will stop evaluating, or negotiating, as applicable, the Submission.

PART 12: RETENTION AND RETURN OF SUBMISSION

- 12.1 **Collection, Use and Disclosure.** For the purposes contemplated by this NNRFP, the Contractor consents to the collection, use and disclosure by CHC of all information included in its Submission. To the extent such information constitutes personal information, the Contractor represents and warrants that the Contractor has provided requisite notices and obtained all requisite consents from relevant individuals.
- 12.2 **Privacy and Access to Information Laws.** The Contractor acknowledges that the collection, use and disclosure of Submission information are subject to applicable privacy and access to information legislation, including MFIPPA.
- 12.3 **Property of CHC.** Once submitted to CHC the Contractor's Price Proposal and Submission Form, and any other documentation submitted by the Contractor shall become the property of CHC and shall not be returned to the Contractor.

PART 13: LIMITATION OF CHC'S LIABILITY

- 13.1 **CHC Liability Limited.** The liability to any Contractor of CHC and those for whom CHC is responsible, for any claims arising out of this NNRFP including:
- a. claims arising from negligence or other tortious conduct by CHC or those for whom CHC is responsible; and/or
 - b. claims arising from CHC's breach of its obligations pursuant to this NNRFP or other obligations that may arise as a result of the Contractor participating in this NNRFP and/or making a Submission,
- shall be limited as specifically provided in this NNRFP and otherwise to the Contractor's reasonable demonstrated costs of preparing its Submission.

NNRFP SCHEDULE A - INTERPRETATION

PART 1: DEFINITIONS

- 1.1 **“Award”** means when an agreement is made with a Supplier as evidenced by the execution of a Contract by CHC and a Contractor.
- 1.2 **“CHC”** means Windsor Essex Community Housing Corporation.
- 1.3 **“CHC PM”** means the CHC Project manager from time to time designated as such by CHC.
- 1.4 **“CHC Website”** means www.wechc.com.
- 1.5 **“Closing Date”** has the meaning indicated in NNRFP sections 5.2 and 6.1.
- 1.6 **“Conflict of Interest”** includes situations or circumstances that could give a Contractor an unfair advantage in connection with this NNRFP or compromise the ability of a Contractor to perform its obligations under the Contract in the event of an Award. Examples include: access to confidential information providing an unfair advantage; lobbying of CHC; personal relationships between key personnel of the Contractor and CHC personnel; pending or current litigation between the Contractor and CHC; or outstanding or unpaid obligations owed by one party to the other.
- 1.7 **“Contract”** means the form of draft Contract attached as NNRFP Exhibit D.
- 1.8 **“Contractor”** means a person that responds or intends to respond to this NNRFP. In situations involving joint Submissions, both parties to the joint Submission shall constitute the ‘Contractor’ on a joint and several basis.
- 1.9 **“Deliverables”** means the good, service and/or construction being purchased.
- 1.10 **“Meeting”** means an in person meeting unless explicitly indicated otherwise.
- 1.11 **“MFIPPA”** means the Ontario *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.m.56.
- 1.12 **“NNRFP”** means this non-binding negotiated request for proposal.
- 1.13 **“Passive House Standard”** means the passive house standard as defined by the Passive House Institute, based in Darmstadt, Germany. The Passive House Standard is a rigorous design and construction standard that ensures a high-quality indoor environment for occupants with very low operational energy demand, and durable construction. For more information about the Passive House Institute and the Passive House Standard see <https://passivehouse.com/index.html>.
- 1.14 **“Price Proposal”** means the amount filled in by the Contractor in the price Proposal part of the Price Proposal and Submission Form, which is to be used in comparing Contractor Submissions.
- 1.15 **“Project Manager”** means a person who has control over the Work Requirements, including planning and translating CHC needs into operations, scheduling, quality control and reporting etc.
- 1.16 **“NNRFP”** means this non-binding negotiated request for proposal.

- 1.17 **“Schedule of Values”** means a form prepared by CHC and filled out by the Contractor that tracks work completed over time for the purpose of payment.
- 1.18 **“Site Supervisor”** means a person who has charge of a workplace or authority over a worker.
- 1.19 **“Subcontracting Arrangement”** means any arrangement whereby the Contractor intends to involve a third party in the performance of the Work Requirements.
- 1.20 **“Submission Award Team”** means the CHC submission award team.
- 1.21 **“Submission”** means a Contractor response to this NNRFP as contemplated by NNRFP part 7.
- 1.22 **“Submission Security”** means the security detailed in NNRFP Schedule D – Submission Security.
- 1.23 **“Substantial Performance”** has the same meaning given in the Ontario *Construction Lien Act* R.S.O. 1990, c. C.30.
- 1.24 **“Work Requirements”** means everything that the Contractor is required to supply pursuant to NNRFP Schedule B - Work Requirements in order to carry out the terms and conditions of the Contract.
- 1.25 **“Work Order”** means the standard CHC procurement document issued by CHC to internally formalize a purchasing transaction with a Contractor.

PART 2: RULES OF INTERPRETATION

- 2.1 **Defined Terms.** Defined terms are indicated with capitalization and shall have the meanings set out in NNRFP Schedule B – Interpretation Part 1 or in NNRFP Exhibit D - Contract, unless otherwise indicated or the context requires otherwise.
- 2.2 **Number.** Unless the context requires otherwise, words importing the singular include the plural and vice versa.
- 2.3 **Gender.** Unless the context requires otherwise, words importing gender include all genders.
- 2.4 **Include, Etc.** Whenever the words “include”, “includes” or “including” (or similar terms) are used they are deemed to be followed by the words “without limitation”.
- 2.5 **Time.** Any reference to a time shall be Windsor, Ontario time as recorded by CHC.
- 2.6 **Denotations.** The words "may" "could" or "should" denote the permissive. The words "must" "shall" or "will" denote the imperative.
- 2.7 **Statute References.** Any reference to any statute or any section thereof shall, include related regulations and unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time or any successor legislation. Note: legislation including federal and Ontario provincial legislation is available on the internet at CanLII (www.canlii.org).
- 2.8 **Governing Law.** This NNRFP shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

NNRFP SCHEDULE B - WORK REQUIREMENTS

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| 8. Supplied Items Specifications | |

PART 1: SCOPE OF WORK

- 1.1 **General Description.** The Work Requirements in this NNRFP involve various exterior building envelope work, which include the replacement of all existing aluminium frame windows with Fenster Tek Passive House Rated Windows, replacement of existing aluminium framed main entrance doors with Fenster Tek Passive House Certified Doors, Installation of EPS and EIFS on the North/South face of the building, Installation of exterior rock wool insulation and EIFS on the West/East face of the building, repair, waterproofing and insulation of all balcony slabs, replacement of all balcony guard rails and the installation of window mounted AC units in all residential units in order to achieve EnerPHit requirements.
- Contractor is responsible to ensure that upon completion of the scope of work, the building meets the Enerphit requirements and receives the official certificate of compliance from the Passive House certifier.
- 1.1 **Meet Specifications.** The Work Requirements are further detailed in the specifications set out in this NNRFP Schedule B – Work Requirements. The Contractor must fulfill all specifications.

PART 2: WORK READINESS SPECIFICATIONS

- 2.1 **Work Readiness.** Immediately upon Award, the Contractor shall ready itself to commence work. In this regard the Contractor shall fulfil the following within 7 days of an Award:
- a. **Security.** Delivery to CHC of any required Contract Security.
 - b. **WSIB Clearance Certificate.** Delivery to CHC of a Workplace Safety and Insurance Board clearance certificate, or evidence that not applicable.
 - c. **Proof of Insurance.** Delivery to CHC of a certificate of insurance providing full details of the Contractor's insurance coverage in accordance with the requirements set out in the Contract.
 - d. **Schedule.** Delivery to CHC of a detail project schedule in Gantt chart format in both hard copy and electronic copy, indicating the timing of the various Work Requirement

activities and providing sufficient detail of critical events and their inter-relationships to demonstrate that the Work Requirements and other Contract Obligations will be performed within required time frames. All details of the project schedule shall be updated at a minimum frequency of once every two weeks. Schedules shall show a critical path and the path should be optimized to minimize project time. If delays occur, contractor must review the schedule to see what changes need to be made to keep the critical path.

- e. **Project Manager.** Designate site Project Manager and notify CHC of the same.
- f. **Site Supervisor.** Designate one or more Site Supervisors and notify CHC of the same.
- g. **CHC Input Requirements.** Provide CHC with a list of any input items or information that the Contractor requires from CHC in order to undertake the Work Requirements and the timing for the same.
- h. **Work Pre-Requisites.** Diligently complete or secure any applicable legal pre-requisites to commencing the Work Requirements, such as for example, a Notice of Project filed with the Ontario Ministry of Labour under the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c.O-1.
- i. **Meeting.** Upon fulfilment of the above items, arrange for the following Meetings:
 - i. An immediate face to face meeting between the Contractor and CHC, the purpose of which meeting shall be to review the Work Requirements schedule and refine any details required for on-site work commencement.
- j. **Other Steps.** Take such other steps and do such other things as are necessary to be ready to commence on-site work by the date indicated in NNRFP section 5.2.
- k. **Pandemic Management Plan.** Prepare and submit to the Owner for review and acceptance, a detailed pandemic management plan for COVID-19, including prevention, documentation, reporting, sanitation, self-distancing, PPE equipment, site access, site scheduling including staggering of work schedules. The Pandemic Management Plan is to be maintained on site and will apply to COVID-19.

PART 3: WORK COMMENCEMENT AND TIMING SPECIFICATIONS

- 3.1 **Commencement.** Immediately upon Award the Contractor shall ready itself to commence on-site work but shall not attend at any work site until it has fulfilled the work readiness specifications outlined above and CHC has issued a Work Order. The Contractor shall notify CHC in advance of its intention to commence on-site work.
- 3.2 **Continuous.** The Contractor shall undertake the Work Requirements continuously to total completion by the date indicated in NNRFP section 5.2 and otherwise in accordance with the schedule required to be submitted as part of its work readiness requirements outlined above.
- 3.3 **Days and Hours.** Any work undertaken on CHC premises shall be carried out between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday only, excepting statutory holidays. Exceptions to work weekends or extended hours may be granted at the discretion of CHC, upon the Contractor's request to CHC.

- 3.4 **Within Residential Units.** All work within each residential unit shall start and complete within the same day during the hours listed above.
- 3.5 **Progress Communications.** The Contractor shall undertake progress communications subject to and in accordance with the following:
- a. The Contractor monitor the progress of the *Work* relative to the construction schedule and shall provide CHC with a status report on the Work Requirements and its other obligations under the Contract every two weeks for the duration of the Contract, in the form from time to time required by CHC. In the event that the schedule is delayed or there has been slippage for any reason, the Contractor shall provide more frequent status reports as may be determined reasonably necessary by CHC.
 - b. The Contractor shall have meetings and telephone discussions to discuss progress, concerns and other issues from time to time as required by CHC.

PART 4: EQUIPMENT SPECIFICATIONS

- 4.1 **Contractor to Supply Necessary Equipment.** Except as explicitly otherwise provided, the Contractor shall provide all equipment, tools, transportation and any other incidentals required to perform the Work Requirements.
- 4.2 **Contractor Responsible.** The Contractor shall assume all liability for and be responsible for all loss, theft or damage to all equipment, tools, materials and other incidentals supplied or used in connection with the Work Requirements.
- 4.3 **Prohibited Items.** The Contractor shall not use the following equipment and tools in connection with any Work Requirements undertaken on CHC premises:
- a. High velocity power activated fastening tools.

PART 5: STORAGE SPECIFICATIONS

- 5.1 **Storage Generally.** The Contractor shall be provided with a work room located on the 21st and 19th floor of 255 Riverside Drive east with dimensions of 21' x 65' and 21' x 27', respectively, to store any equipment, tools, parts, supplies and materials. The contractor shall secure the work room by changing of both locks and shall provide CHC with two copies of the key. The contractor shall preserve and reinstall existing locks upon completion of the project. The contractor shall be liable for the content and security of the work rooms.
- The Contractor will be permitted to use the Northern Exterior area of the building for storage.** The Contractor is responsible for the fencing of the area and to ensure that building access is not jeopardized and no content, including debris is left outside the fenced area. The contractor is responsible for the security of its storage space and CHC shall not hold any liability in regard to the safety and security of the contractors storage space.
- Upon completion of the works and demobilization, the contractor is to ensure that the storage space is returned to its existing conditions.

PART 6: SERVICES SPECIFICATIONS

- 6.1 **Electric Power.** The Contractor may use electricity as available at the work site, provided that the Contractor notifies CHC in advance of any such use and strictly adheres to any CHC restrictions or directions pertaining to the same.
- 6.2 **Water.** The Contractor may use water as available at the work site, provided that the Contractor notifies CHC in advance of any such use and strictly adheres to any CHC restrictions or directions pertaining to the same.
- 6.3 **Sanitary.** The Contractor shall provide sanitary services at the Contractor's expense and receive approval by CHC prior to placement of any portable hygiene facilities, provided that CHC may at its discretion authorize the use of any existing on site sanitary services upon the advance request of the Contractor and in such instances the Contractor shall strictly adhere to any CHC restrictions or directions pertaining to the same.
- 6.4 **Elevators.** Use of elevators, if any, by the Contractor shall be in accordance with and subject to the following:
- **Contractor may utilize 1 elevator exclusively throughout the day, with the permission of CHC on a daily basis**

PART 7: PERSONNEL SPECIFICATIONS

- 7.1 **Contractor to Supply Necessary Labour.** Except as otherwise explicitly provided, the Contractor shall provide all labour required to perform the Work Requirements and its other Contract obligations.
- 7.2 **Personnel to be Qualified.** The Contractor shall ensure that all personnel involved in the performance of the Work Requirements hold any required licenses, certifications or other credentials and are duly qualified, competent and fully functional at all times to undertake the same. Further:
- Project Manager.** Project managers shall be employees (on the Contractor pay roll) and have a minimum of 5 years' relevant experience. At least one Project Manager shall be onsite for a duration of the day, every other week.. There shall be at least 1 of Project Managers.
 - Site Supervisors.** Site supervisors shall be employees of the Contractor (on the Contractor pay roll) and have a minimum of 5 years' relevant experience. There shall be at least one Site Supervisor onsite at all times during construction. There shall be at least 1 of site supervisors.
 - Site Project Coordinator.** Site supervisors shall be employees of the Contractor (on the Contractor pay roll) and have a minimum of 5 years' relevant experience. Project Coordinator shall be onsite at all times during construction. There shall be at least 1 of site project coordinators.
 - Site Employees.** Personnel involved in the performance of the Work Requirements must have a minimum of 5 years' relevant experience.
- 7.3 **Special Requirements for Personnel Entering CHC Premises.** The Contractor shall ensure that any and all personnel entering onto the premises (interior or exterior) of CHC shall:
- Listed.** Be included on a list, indicating name and job function, which list shall be provided

by the Contractor to CHC in advance of any entrance onto premises (interior or exterior) of CHC. With any changes to such personnel, the list shall be refreshed and provided again to CHC, in advance.

- b. **Identification.** Have identification visibly displayed on their person that has been issued by the Contractor, verifying at a minimum: the name of the Contractor; the name and photograph of such personnel; job function and the date of issuance of the identification document.
- c. **Criminal Record Check.** To the best of the Contractor's knowledge after due inquiry, not have a criminal record and have had a criminal record check within the last three years showing no convictions for a *Criminal Code* offence for which a pardon has not been granted.
- d. **Comply with Site Rules.** Comply with all site rules, including no smoking on the premises or within a nine meter radius from any entryway or other reasonable direction from CHC.
- e. **Professionalism.** Conduct themselves with professionalism and as part of that, be respectful of CHC tenants and CHC personnel.

7.4 **Privacy Consents.** The Contractor shall obtain consent from all relevant individuals for all collection, use and disclosure of their personal information as contemplated by NNRFP Schedule B – Work Requirements.

7.5 **Supervision.** The Contractor shall ensure that Contractor personnel performing the Work Requirements on CHC premises are at all times supervised by an on-site Site Supervisor as designated by the Contractor.

7.6 **Work Team.** If the Contractor identified a work team in the Contractor's Submission, the *Contractor* shall ensure such work team is engaged as contemplated by the Contractor's Submission. Substitutions will only be permitted in extenuating circumstances and only with individuals of equal or greater calibre in terms of qualifications, skills and experience. In the event of a substitution, the *Contractor* shall provide to the *Owner* as much notice in advance as is reasonably practicable under the circumstances, along with documentation to support the replacement individual's qualifications, skills and experience.

PART 8: SUPPLIED ITEMS SPECIFICATIONS

- 8.1 **New Etc.** Except as explicitly otherwise provided, all items supplied by the Supplier or used by the Supplier in connection with the Work Requirements, including installed equipment, parts and materials, shall be:
- a. new;
 - b. compliant with relevant or applicable standards;
 - c. proven; and
 - d. installed, used or applied, as applicable, in accordance with manufacturer recommendations.
- 8.2 **Items.** Except as explicitly otherwise provided, the Contractor shall supply all items required to complete the Work Requirements.
- 8.3 **Windows and Doors.** It is hereby explicitly provided that CHC has contracted with Fenster Tek Ltd. for the supply of the windows and doors that the Contractor is required to install in accordance with the specifications set out in this NNRFP Schedule B- Work Requirements. For greater clarity CHC

shall pay for such supply of windows and doors and the Contractor shall have no payment obligations in that regard. In connection with such windows and doors:

- a. Within seven days of being issued a Work Order as contemplated by NNRFP Schedule B – Work Requirements section 3.1, the Contractor shall complete a thorough inspection of the said windows and doors at 4155 Walker Road, Windsor Ontario where they will then be stored, at a specific time that is mutually convenient to the Contractor and CHC. The purpose of the inspection shall be:
 - i. For the Contractor to assess if the windows and doors meet applicable specifications.
 - ii. For the Contractor to assess if the windows and doors are appropriate for installation by the Contractor in accordance with NNRFP Schedule B – Work Requirements.
 - iii. Identify and document any concerns that the Contractor may have with the respect to the windows and doors meeting applicable specifications and/or being appropriate for installation by the Contractor in accordance with NNRFP Schedule B – Work Requirements.
- b. The results of the above described inspection shall be documented by the Contractor during the inspection and shall be signed by the Contractor and provided to CHC immediately following completion of the inspection.
- c. Immediately following completion of the above described inspection, the said windows and doors shall become the responsibility of the Contractor and as part of that the Contractor shall:
 - i. Oversee and be responsible for the windows and doors while in storage. To this end the Contractor shall assume and accept the assignment of all obligations that CHC has to Thyssen Krupp in connection with the storage facilities, save and except CHC's obligation to pay rent to Thyssen Krupp, which obligation shall remain with CHC and not be the obligation of the Contractor; and provided that CHC shall retain access privileges to the storage facilities so that it may at any time and from time to time monitor the status of the windows and doors.
 - ii. If any of the said windows and/or doors fail on inspection to meet any applicable specifications or if the Contractor has concerns about installation, coordinate correction of the deficiencies and the addressing of any such concerns by Fenster Tek Ltd. and in connection therewith the Contractor shall keep CHC continually informed by copying CHC on all related communications and providing such further reports as may be requested by CHC.
 - iii. In accordance with manufacturer's recommendations and in a timely manner, transport the said windows and doors from storage to the work location and points of installation as specified in this NNRFP Schedule B – Work Requirements.
 - iv. At all times prior to the completion of installation, including during storage, transportation and delivery to the site of installation, protect the said windows and doors against any and all loss and damage.

- 8.4 For greater clarity, title to the said windows and doors shall vest in CHC in accordance with its contract with Fenster Tek Ltd. and once vested remain with CHC. The Contractor shall solely be a bailee of the windows and doors. As bailee, the Contractor shall assume all risk of damage and loss with respect to the windows and doors, until such time as they have been installed in accordance with the specifications set out in this NNRFP Schedule B – Work Requirements.

PART 9: SALVAGE AND DISPOSAL SPECIFICATIONS

- 9.1 **Salvageable Materials.** In the event that the Contractor does not intend to salvage any potentially salvageable materials but rather intends to dispose of them, the Contractor shall prior to any such disposal, offer all such potentially salvageable materials to Habitat for Humanity Windsor-Essex Restore at 3064 Devon Drive, Windsor; Ontario - Telephone: (519) 969-3762.

- 9.2 **Disposal of Materials.** Materials requiring disposal shall be legally disposed of off-site daily by the Contractor. Contractor is prohibited from the use of CHC disposal bins.
- 9.3 **Immediate Removal of Doors and Windows.** Removed doors and windows shall be transported using the elevator to the Contractor's disposal location immediately upon removal.

PART 10: PROJECT DOCUMENTATION SPECIFICATIONS

- 10.1 **Contractor to Keep Records.** The Contractor shall keep written records evidencing:
- a. **Investigation.** Any and all investigation activities that arise in connection with the Work Requirements, including with respect to whether or not permits are required.
 - b. **Legal Compliance.** Any and all legal compliance activities that arise in connection with the Work Requirements, including copies of permits.
 - c. **Compliance with Third Party Obligations.** Compliance with any and all applicable third party requirements.
 - d. **Work Activities.** All work activities including who, what, when, where and for how long.
 - e. **Personnel Experience and Qualifications.** Details of the experience, qualifications and training of personnel involved in the performance of the Work Requirements and fulfillment of the Contractor's other obligations pursuant to the Contract.
 - f. **Personnel Criminal Record Checks.** Personnel criminal record checks as required.
 - g. **Consents.** Personnel information privacy consents as required.
 - h. **Expenses.** All expenses incurred in the performance of the Work Requirements.
 - i. **Invoices.** All invoices issued to CHC.
 - j. **Receipts of Payment.** All payments received on account of invoices issued to CHC.
 - k. **Other.** Any other item or matter reasonably requested by CHC.
- 10.2 **Records of Actual Site Conditions.** The Contractor shall record actual site conditions subject to and in accordance with the following:
- a. The system of recording information shall be logical and easy for CHC to follow.
 - b. Information shall be recorded concurrently with Work Requirements progress.
 - c. The Contractor shall not conceal Work Requirements until required information is recorded.
 - d. Information shall be recorded on a set of black line prints, which information shall include each item installed, including optional and substitute items with the following recorded: manufacturer, trade name and catalogue number.
 - e. Maintain manufacturer's certifications, inspection certifications and field test records.

Review and Report Errors. The *Contractor* shall review the *Contract Documents* and shall report promptly in writing to the *Consultant* any error, inconsistency, or omission the *Contractor* may discover and the *Contractor* shall not proceed with the *Work* affected until the *Contractor* has received corrected or missing information or instructions in writing from the *Consultant and/or Owner*.

- 10.3 **Verification.** Prior to commencing individual procurement, fabrication, construction, the Contractor shall verify, at the Place of the Work, all relevant measurements necessary for the proper and complete fabrication, assembly and construction of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected Work.
- Shop Drawings. The Contractor shall submit and re-submit as required, fully detailed and dimensioned shop drawings subject to and in accordance with the following:
- a. Shop drawings shall show clearly construction, layout, anchorage, designation of materials, finishes and all other relevant information. Any derivation from the Contract must be documented.
 - b. Shop drawings shall be completely identified by showing the following:
 - i. Project Name.
 - ii. Project Number/NNRFP Number.
 - iii. Name and address of Contractor and/or manufacturer.
 - iv. Drawing number and specification section to which the submittal applies.
 - c. The Contractor shall stamp and sign the shop drawings indicating that the Contractor has checked and reviewed the shop drawings prior to submission to CHC.
 - d. The Contractor shall revise and resubmit shop drawings as required to obtain CHC approval. Shop drawings are not Contract documents. The review of the shop drawings by CHC is for the sole purpose of determining compliance with the general design concept and shall not relieve the Contractor of the Contractor's responsibility for errors or omissions in the shop drawings. The review and any subsequent re-submittals shall not be a cause for any extension to the Contract completion date.
 - e. Shop drawings shall be submitted in the form of one reproducible copy and five prints.
 - f. Drawings intended to be photocopied shall not be larger than 11" x 17".
 - g. New information cannot be added to shop drawings previously submitted. New information shall be submitted on new shop drawings.
 - h. Each of the returned shop drawings will be stamped, as applicable, by CHC as follows:
 - REVIEWED ()
 - REVIEWED AS NOTED ()
 - REVISE AND RESUBMIT ()
 - i. NOT REVIEWED ()
 - i. If the "REVIEWED" is checked off, the shop drawing is satisfactory and the shop drawing does not have to be resubmitted.
 - ii. If the "REVIEWED AS NOTED" is checked off, the drawing is entirely unsatisfactory and must be revised in accordance with comments written on the shop drawings. Shop drawings to be revised and resubmitted for review. No Work Requirements are to proceed until reviewed stamp is checked off.
 - iii. If the "NOT REVIEWED" is checked off, the shop drawing is in error of submission, is not applicable for the project, information previously requested or marked up has not been complied with, drawings not revised.
- 10.4 **Shop Drawing Schedule.** Prior to the first application for payment, the Contractor and the Consultant and/or Owner shall jointly prepare a schedule of the dates for submission and return of Shop Drawings.

- 10.5 **Records not to be Destroyed.** All records required to be kept by the Contractor shall be maintained by the Contractor and not disposed of during the currency of the Contract and for at least seven years after any expiry or other termination of the Contract.

PART 11: CLOSE-OUT SPECIFICATIONS

- 11.1 **Close-Out Requirements.** The Contractor shall complete and submit to CHC the following prior to any application for a certificate of Substantial Performance:
- a. **Proof of Substantial Performance.** Proof reasonably acceptable to CHC that the Contractor has achieved Substantial Performance in accordance with the Contract.
 - b. **Deficiencies.** A list of all deficiencies and a schedule outlining reasonable dates for finishing the Work Requirements and correcting the deficiencies.
 - c. **Permits.** Copies of all permits related to the Work Requirements and evidence of close-out of the same where applicable.
 - d. **Manuals and Product Literature.** Two final hard copies and one PDF soft copy of operating and maintenance manuals subject to and in accordance with the following:
 - i. Organize data in the form of an instructional manual in binders of commercial quality (8 ½ x 11).
 - ii. Cover: Identify each binder with typed or printed title “Project Record Documents”, list title of project, provide table of contents.
 - iii. Arrange contents under section numbers and sequence in the table of contents.
 - iv. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
 - v. Provide product literature with reinforced binder tab. Bind with text, fold larger drawings size to text pages. Include the following:
 - 1. For each product or system, list names, addresses and telephone numbers of subcontractors, suppliers including local source of supply and replacement parts.
 - 2. For each product data, mark each sheet to clearly identify specific products, component parts and data applicable to installation; delete inapplicable information.
 - e. **Manufacturers’ Warranties.** Manufacturers’ warranties as required by NNRFP Schedule B – Work Requirements part 12.
 - f. **Final Shop Drawings.** Finalized shop drawings as required by NNRFP Schedule B – Work Requirements part 10.
 - g. **Material Details of Any Disputes.** A statutory declaration setting out the material details of any outstanding, threatened or resolved disputes or claims in connection with the Work Requirements by or against the Contractor vis-à-vis CHC or any Subcontracting Arrangements and including the following detail:
 - i. parties involved;
 - ii. amount in dispute;
 - iii. position of each party;
 - iv. copies of any correspondence or documents in support of either party; and
 - v. the details of any resolution to the matter along with copies of any related documents.

- h. **Other.** Such other items as may reasonably be requested by CHC.

PART 12: LOCATION SPECIFICATIONS

- 12.1 Work shall be carried out at the following locations:

255 Riverside Drive East, Windsor, Ontario

- 12.2 The Contractor shall keep one copy of the current Contract Documents, Supplemental Instructions, contemplated Change Orders, Change Orders, Change Directives, cash allowance disbursement authorizations, reviewed Shop Drawings, submittals, reports (including any reports or orders by authorities having jurisdiction) and records of meetings at the Place of the Work, in good order and available to the Consultant and/or CHC.
- 12.3 The Contractor shall provide a field office for its use which must include telephone, internet, copier, fax, printer, computer, meeting table and chairs. The Contractor shall make the field office available from time to time for the Owner's and Consultant's use.

PART 13: GENERAL WORK SPECIFICATIONS

- 13.1 **Quality.** The Contractor shall perform the Work Requirements to the standard of a prudent owner and be solely responsible for the quality of the Work Requirements.
- 13.2 **Legal Compliance.** The Contractor shall perform the Work Requirements in accordance with all applicable legal requirements including all federal, provincial, municipal and other laws, regulations and codes which are in any way applicable or related, including the legal requirements of:
- a. **Constructor.** Constructor pursuant to any law pertaining to constructors. For greater clarity, the Contractor shall be designated the "constructor" under the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c.O-1.
 - b. **Landlord.** Landlord pursuant to any law pertaining to landlords, such as for example the Ontario *Residential Tenancies Act*, 2006.
 - c. **Owner.** Owner pursuant to any law pertaining to owners, except where by the nature of the obligation it can only be performed by CHC, in which case it shall be the Contractor's obligation to alert CHC with respect to the same.

Without limiting the generality of the foregoing, the Contractor shall:

- d. **Permits etc.** Investigate, obtain and close, as applicable, any permits, licenses and certificates required for the performance of the Work Requirements.
- e. **Notices.** Provide (including preparation and delivery) any notices required in connection with the performance of the Work Requirements.
- f. **Filings.** Submit any filings required in connection with the performance of the Work Requirements.

- g. **Inspections.** Arrange for and obtain any required inspections in connection with the Work Requirements.
- h. **Testing.** Undertake any required testing in connection with the Work Requirements.
- 13.3 **Third Party Requirements and Approvals.** The Contractor shall perform the Work Requirements in accordance with all applicable third party requirements. Further, the Contractor shall secure all third party approvals and agreements required to perform the Work Requirements, including without limitation preparing and submitting all required documentation and paying any and all related fees and/or deposits.
- 13.4 **Safety.** The Contractor shall be solely responsible for safety at all work sites and shall perform the Work Requirements in a safe manner and in accordance with all law as required above and in accordance with all safety standards and best practices which are from time to time applicable and/or relevant. If any safety-related factor, hazard or condition becomes evident to the Contractor that has not been previously identified and managed, the Contractor shall immediately stop work, secure the area and notify CHC verbally and in writing.
- 13.5 **Coordination.** Where Work Requirements are dependent on or involves coordination with the work of another contractor, the Contractor shall cooperate in the coordination of the Work Requirements for the effective completion of all work.
- 13.6 **Protect Against and Avoidance of Damage.** In the performance of the Work Requirements the Contractor shall take such steps as are necessary to avoid causing any loss or damage to CHC or its property including to any structures, concealed services and any adjacent or proximate property, unless otherwise explicitly provided, and only then with advance notice to CHC and in strict adherence to any CHC directions given pertaining to the same.
- 13.7 **Connection to Existing Conditions or Elements.** Where Work Requirements connect or are proximate with existing conditions or elements, the Contractor shall take such steps as are necessary to align and/or match the Work Requirements to such existing conditions or elements so that function and aesthetics are optimized.
- 13.8 **Security.** The Contractor shall be solely responsible for securing the work site, including all equipment, tools, materials and other incidentals, at all times and shall take reasonable precautions to protect against, loss, theft and damage.
- 13.9 **Cleanliness.** The Contractor shall keep any work areas on CHC premises clean and orderly to the extent reasonably possible while actively performing the Work Requirements. When not actively performing the Work Requirements or once completed, the Contractor shall ensure any work areas are left clean and orderly and any conditions which have been altered are returned to their original state, except as otherwise contemplated by this NNRFP Schedule B – Work Requirements. The contractor shall clean any debris that has exposure to the tenant, on a daily basis to ensure the safety of our staff and tenants.
- 13.10 **Service Interruptions.** The Contractor shall perform the Work Requirements in a manner that minimizes service interruptions or interruptions to CHC's normal operations. In the event a service interruption is unavoidable the Contractor shall provide CHC with notice at least one week prior to the outage. Any service interruptions caused by the Contractor shall be scheduled so as to minimize impact to tenants and site operations.
- 13.11 **Respect.** The Contractor shall undertake the Work in a manner that is respectful of any existing use or occupation of the Place of Work and any neighbors in the vicinity and shall cause as little

disruption and inconvenience as reasonably possible and shall refrain and cause its agents to refrain from any and all harassment or other inappropriate behaviors towards tenants, the CHC's agents, neighbours and visitors. In the event of a complaint which is in any way connected to or involving the Contractor or a Subcontractor, the Contractor shall co-operate and cause its Subcontractors to cooperate as necessary to reasonably resolve the complaint, including participating in such complaint resolution processes as directed by the CHC.

- 13.12 **Report Errors.** If the Contractor discovers anything in connection with the Work Requirements or otherwise about the Contract or Work Requirements that are incomplete, contains internal inconsistencies, does not align with legal requirements or site conditions or otherwise appears not to have been contemplated, the Contractor shall immediately advise (see NNRFP Schedule D – Contract section 17.1 for communications requirements) CHC verbally and in accordance with the notification provisions of the Contract.

PART 14: DETAILED WORK SPECIFICATIONS

14.1 Preparation.

- a. **Safety Barricades/Fencing and Public Way Protection.** The contractor shall be responsible for construction site safety precautions required to protect people and property in accordance with OHSA and O.Reg 213/91- Construction Projects for all phases of the project. The contractor shall prepare a detailed site specific safety plan, including drawings, and receive CHC approval within 96 hours prior to work commencing. The site specific safety plan and drawings shall consider all aspects of site safety (eg. Workers, Tenants, service contractors, CHC staff etc..) and include details of methods and locations to include but not limited to public way protection, traffic/vehicle and material movement controls, access and egress from work areas, safety fencing, construction safety signage, barricades, waste material and other precautions.

All measures are to be taken to prevent the spread of COVID-19 and should be done in compliance with requirements under the Occupational Health and Safety Act, CCA-COVID-19 Standard Protocols for All Canadian Construction Sites (most recent Version) and associated regulations and public health directives.

The Contractor is to be advised if there is reason to believe that any of the conditions of the pandemic management plan have not been adhered to by anyone who has entered the Work site.

The Contractor may require that anyone who has not adhered to the pandemic management plan leave the Work site immediately. Anyone who has been directed to leave the Work site is not to return to the Work site until it can be shown that they meet the requirements of the PMP for access to the Work site.

The contractor must ensure that a safe walkway is provided to either the North or South entrance of the building, always.

- b. **Refuse Containers.** If refuse containers are used on site. Placement of the containers and maximum length of storage time shall be approved by CHC and shall be on solid ground (where possible) and in conformance with any by-laws and general safe practices. If parking space is required for refuse containers or work activity, the use and methodology shall be approved by CHC in advance and tenant notices (approved by the CHC) shall be delivered at least ninety-six hours in advance by the Contractor to the affected tenants. If container placement on the grass is the only viable option for safety, access or other concerns, it shall be pre-approved by CHC. The Contractor is responsible to repair grass to as is condition by grading and sod application or other method of correction at the discretion of CHC.

14.2 **Drawings.** The Contractor shall complete the Work Requirements as illustrated in the following drawings:

Drawing Number	Title	Revision Level	Date
	255 Riverside Dr E, Windsor- Full Drawing Set (29 pages)	0	2020.10.10

Drawings as referenced above shall be available electronically by CHC Website and Biddingo.

14.3 **Specifications** The Contractor shall complete the Work Requirements as illustrated in the following specifications:

	Specification Title
	Scope of Work dated March 10, 2021 (18 Pages)
	Selective Demolition (4 Pages)
	Concrete (14 Pages)
	Metal Railings (10 Pages)
	Fluid-Applied Waterproofing (10 Pages)
	Exterior Insulation (24 Pages)
	Sealants (12 Pages)
	Painting (12 Pages)
	Sheet Metal Flashing and Trim (6 Pages)

Specifications as referenced above shall be available electronically by CHC Website.

NNRFP SCHEDULE C – DISCLOSURE

- 1) **Designated Substances Reports.** Designated substances reports will be made available by CHC on the CHC Website after the Meeting described in NNRFP section 5.2.
- 2) **Roof Anchor Drawing Existing Conditions:** Drawing NO. 2096-1510181-15 Pg.1, Dated June 2, 2016
- 3) **Roof Anchor Drawing New Conditions:** Drawing NO. 0R3-2020-34448, Dated December 18, 2020
- 4) **Excluded SOW:** The New roof anchors illustrated on Drawing NO. 0R3-2020-34448, Dated December 18, 2020 has been installed by CHC.

NNRFP EXHIBIT A – SUBCONTRACTOR PRE-APPROVAL FORM

Contractors must complete and **submit this form to the CHC contact indicated in NNRFP section 5.2 by the deadline indicated in NNRFP section 5.2** to obtain pre-approval of Subcontracting Arrangements that the Contractor may wish to propose as part of its Submission (see NNRFP Exhibit C – Price Proposal and Submission Form, Eligibility Requirements).

CONTRACTOR’S NAME: _____

[Insert Contractor’s full legal name. With corporate names reference should be had to the articles of incorporation. If the Contractor is a partnership or the Submission is a joint Submission the full legal name of each partner or participant, as the case may be, should be inserted.]

Proposed Subcontractor	Proposed Role of Subcontractor
Name:	
Address:	
Telephone:	
Name:	
Address:	
Telephone:	
Name:	
Address:	
Telephone:	
Name:	
Address:	
Telephone:	
Name:	
Address:	
Telephone:	

Add additional lines if necessary↑

NNRFP EXHIBIT B – EQUIVALENTS PRE-APPROVAL FORM

Contractors must complete and **submit this form to the CHC contact indicated in NNRFP section 5.2 by the deadline indicated in NNRFP section 5.2** to obtain pre-approval of equivalent products that the Contractor may wish to propose as part of its Submission (see NNRFP Exhibit C – Price Proposal and Submission Form, Eligibility Requirements).

CONTRACTOR’S NAME: _____

[Insert Contractor’s full legal name. With corporate names reference should be had to the articles of incorporation. If the Contractor is a partnership or the Submission is a joint Submission the full legal name of each partner or participant, as the case may be, should be inserted.]

Specified Product	Proposed Product	Equal or Better in all respects including, function, features and quality	Verifying data and literature attached
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

Add additional lines if necessary↑

NNRFP EXHIBIT C - PRICE PROPOSAL AND SUBMISSION FORM

PART 1: NAME AND CONTACT INFORMATION

CONTRACTOR'S NAME: _____

[Insert Contractor's full legal name. With corporate names reference should be had to the articles of incorporation. If the Contractor is a partnership or the Submission is a joint Submission the full legal name of each partner or participant, as the case may be, should be inserted.]

Address:	Street:	City:	Province:
	Country:	Postal Code:	
Tel.:		Fax:	
E-mail:		Web Address:	
Contact re this Submission:			

PART 2: PRICE PROPOSAL

The Contractor hereby proposes to perform and complete the Work Requirements as set out in NNRFP Schedule B – Work Requirements and the other obligations of the Contractor pursuant to the Contract for the following amounts:

	Task	Quantity	Unit Price	Price
1	General		N/A	
1.1	Mobilization, Access and Protection			
1.2	Existing Telecommunications Equipment			
1.3	Bonding			
1.4	Mock-up			
2	Balconies		N/A	
2.1	Topside Repair (m2)	50		
2.2	Slab Edge repair (m2)	100		
2.3	Soffit Repair (m2)	15		

2.4	Through Slab Repair (m2)	5		
2.5	Balcony Replacement North East corner (L.S.)			
2.6	Balcony Carpet / Paint Removal (Each)	15		
2.7	Topside Crack Sealing (m)	25		
2.8	Waterproofing Application (L.S)			
2.9	Guard Replacement (L.S.)			
2.1	Coating Application (L.S.)			
3	Windows and Doors		N/A	
3.1	Window Replacement Labor Only (L.S.)	313		
3.2	Entrance Door Replacement		N/A	
	D0125: South Elevation Entrance Double Door (each)	1		
	D0126: South Elevation Entrance Single Door (each)	1		
	D0131: North Elevation Entrance Single Door (each)	1		
3.3	Door Replacement		N/A	
	D0122: South Elevation Double Door (Currently Roll-Up) (each)	1		
	D0123: South Elevation Double Door (each)	1		
	D0125: South Elevation Entrance Double Door (each)	1		
	D0124: South Elevation Single Door (Interior) (each)	1		
	D0127: South Elevation Double Door (Electrical Room) (each)	1		
	D0128: South Elevation Double Door (Electrical Room) (each)	1		
	D0129: West Elevation Single Door (each)	1		
	D0130: North Elevation Double Door (each)	1		
	D0132: East Elevation Single Door (each)	1		
	D2143: Rooftop Stair Single Door (each)	1		
	D2144: Mechanical Room Single Door (each)	1		
4	Exterior Walls		N/A	
4.1	Concrete Repairs (m2)	5		

4.2	Masonry Repairs (Parging) (m2)	25		
4.3	EIFS Installation		N/A	
4.3a	EIFS Installation South Wall (m2)	2585		
4.3b	EIFS Installation North Wall (m2)	2030		
4.3c	EIFS Installation West Wall (m2)	990		
4.3d	EIFS Installation East Wall (m2)	990		
4.3e	Removal of cladding		N/A	
4.3f	Removal of cladding South Wall (m2)	185		
4.3g	Removal of cladding North Wall (m2)	180		
4.3h	Removal of cladding West Wall (m2)	190		
4.3i	Removal of cladding East Wall (m2)	190		
4.4	Mechanical Penthouse Refinishing (L.S.)			
4.5	A/C Sleeve Replacement includes AC Installation (Each)	302		
	Total Lump Sum		\$	

Please complete the price Quote above in correlation with the line items illustrated in the scope of work on document DIVISION 01- GENERAL REQUIREMENTS SECTION 01-11 00-Scope Of Work

Item	Description	Amount
1.	The Contract Price as contemplated by 4.1 of Article A-4 (Contract Price) of CCDC 2 as amended by the Supplementary Conditions.	The Lump Sum amount of: \$ _____

* CHC may remove any itemized Work, identified by the Box Letter(s), from the above Price Proposal table depending on budgetary limitations.

Notes:

- 2.1 In terms of Awards, one Award is contemplated.
- 2.2 Amounts are a proposal only and are not binding unless and until the Contractor and CHC execute a Contract providing for the same.
- 2.3 Amounts are in Canadian dollars.
- 2.4 Taxes are not included and are extra.
- 2.5 Except as otherwise explicitly provided, amounts proposed include all the cost of all permits, licenses, certifications, inspections, labour, equipment, tools, transportation, travel materials and supplies and any other incidentals required to perform the Work Requirements and the Contractor's other obligations under the Contract and the Contractor shall not be entitled to charge CHC any additional amounts.
- 2.6 All discounts, rebates and refunds and all returns from sale of surplus materials and equipment in connection with the Work Requirements shall accrue to CHC.
- 2.7 In order to compare Price Proposals, CHC shall compare the Total Lump Sums.
- 2.8 Price Proposals are only one aspect of evaluation – see NNRFP part 7 for details about the evaluation process and other aspects of evaluation.

PART 3: ELIGIBILITY REQUIREMENTS

- 3.1 **Registered with CHC.** Contractors must have registered with CHC. **NOTE:** Contractors who do not register as required will be considered ineligible and their Submissions shall be disqualified.
- 3.2 **Attendance at Mandatory Meeting(s).** Contractors must have attended mandatory Meetings in accordance with applicable requirements (see NNRFP subsection 3.1b and NNRFP section 5.2). Note: Contractors who do not attend mandatory Meeting(s) as required, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.
- 3.3 **Experience and Qualifications Requirements.**

- a. **Years of Experience.** Contractors must describe relevant experience on Work Requirements of a similar type and scope to that contemplated by this NNRFP as indicated below. Note: Contractors who do not demonstrate a minimum of 5 years' experience within the last 3 years, performing contracts of a similar type and size to the Contract contemplated by this NNRFP, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.

Description of Contract	Purchaser	Purchaser Contact incl. tel.	\$ Value	Year

Add additional lines if necessary↑

- b. **Qualifications.** Contractors must indicate if they have the below noted qualifications. Note: Contractors who do not have the below noted qualifications, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.
 - i. Is in good standing with CHC. No current litigation, liens or legal issues or outstanding performance issues.
 - ii. Member in good standing with the Windsor Construction Association
 - iii. Must be able to provide documented records that relative work related to this project has been completed.
 - iv. Must provide documented records that the company has been established for a min. 5 years.
 - v. Must be able to provide Full time staff member for the project to coordinate project work and provide on-site construction Supervisor for the work proposed.
 - vi. Must have Site Supervisor attend the Passive House Design and Construction course.

No, Contractor does not have the above-described qualifications.
 Yes, the Contractor has the above-described qualifications.

- 3.4 **Proposed Subcontractors Must Be Pre-Approved.** Contractors must: list any Subcontracting Arrangements that the Contractor proposes in connection with the Work Requirements; detail the

role of such subcontractors; detail the percentage of Work Requirements that the subcontractors will perform, based on dollar value of the subcontract relative to the dollar value of the Contract as a whole; and indicate whether or not the Subcontracting Arrangement has been pre-approved by CHC. Note: Contractors who list proposed Subcontracting Arrangements that have not been pre-approved by CHC, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified. To obtain pre-approval of Subcontracting Arrangements, the Contractor must submit a completed NNRFP Exhibit A – Subcontractor Pre-approval Form to the CHC contact indicated in NNRFP section 5.2 by the deadline indicated in NNRFP section 5.2.

Name of Proposed Subcontractor	Role of Proposed Subcontractor	% of overall Work Requirements based on \$ value of subcontract to \$ value of whole Contract	CHC Pre-approved
			<input type="checkbox"/> No <input type="checkbox"/> Yes
			<input type="checkbox"/> No <input type="checkbox"/> Yes
			<input type="checkbox"/> No <input type="checkbox"/> Yes

Add additional lines if necessary↑

3.5 **Proposed Equivalents Must Be Pre-Approved.** Contractors must list any equivalents to products specified that the Contractor proposes. Note: Contractors who list proposed equivalents to products that have not been pre-approved by CHC, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified. To obtain pre-approval of proposed equivalents, the Contractor must submit a completed NNRFP Exhibit B – Equivalents Pre-approval Form to the CHC contact indicated in NNRFP section 5.2 by the deadline indicated in NNRFP section 5.2.

Product Specified	Proposed Equivalent	Pre-approved
		<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes
		<input type="checkbox"/> No <input type="checkbox"/> Yes

Add additional lines if necessary↑

3.6 **No Performance Risk.** The Contractor must provide information as outlined below. This information along with other information provided or otherwise obtained by CHC, will be used by CHC to assess whether or not the Contractor constitutes an unacceptable performance risk. Note: performance risk includes risk to proper completion of the Work Requirements; risk to the integrity of CHC's procurement processes; and reputational risk to CHC. Note: Contractors who in the opinion of CHC constitute unacceptable performance risks, will be considered ineligible to make Submissions or for an Award and their Submissions shall be disqualified.

a. **Criminal.** Has the Contractor, any of its key personnel, or any directors, officers or shareholders (if the Contractor is a private corporation) ever been convicted of a *Criminal Code* offence for which a pardon has not been granted?

No

Yes - list, provide details and explain:

Add additional lines if necessary↑

b. **Regulatory.** Within the last five years, has the Contractor been the subject of regulatory enforcement under any federal or provincial environmental, employment or labour standards, occupational health and safety, human rights, or other applicable regulatory legislation?

- No Yes - list, provide details and explain:

Add additional lines if necessary↑

c. **Civil/Arbitration.** Within the last five years, has the Contractor been involved in any civil litigation or arbitrations, whether or not they settled prior to hearing?

- No Yes - list, provide details and explain:

Add additional lines if necessary↑

d. **Contract Termination.** Within the last five years, is or has the Contractor withdrawn or had any contracts terminated prior to completion?

- No Yes - list, provide details and explain:

Add additional lines if necessary↑

e. **No Conflict of Interest.** Contractors must indicate if they have an actual, potential or perceived Conflict of Interest (see definition in NNRFP Schedule A – Interpretation) such as for example, involvement in preparing NNRFP Schedule B – Work Requirements.

- No Conflict of Interest Yes Conflict of Interest – provide details and explain:

Add additional lines if necessary↑

f. **No Unfair Practice.** Contractors must indicate if they have participated in any collusion, bid rigging or other unfair practice in connection with this NNRFP or in making a Submission. Without limiting the foregoing, collusion includes consulting, communicating, agreeing or making any arrangement with any person, whether or not affiliated with the Contractor who could potentially make a Submission in response to this NNRFP regarding: prices; methods,

factors or formulas used to calculate prices; and/or the intention or not to make a Submission or make a non-compliant Submission.

No unfair practice

Yes, unfair practice - provide details and explain:

Add additional lines if necessary↑

g. **Required Resources.** Is there any reason to think that the Contractor may not have sufficient financial, human or other resources to undertake and complete the Work Requirements as required by the Contract?

No

Yes - provide details and explain:

Add additional lines if necessary↑

h. **Other.** Is there any other reason to think that, in the event of an Award, the Contractor may not be able to undertake and fulfill its obligations under the Contract?

No Reason

Yes, reason - provide details and explain:

Add additional lines if necessary↑

3.2 **Performance Capacity (Eligibility Requirement and Weighted Element).** **NOTE:** CHC has a preference for Contractors who have a demonstrated track record of completing projects on quality and on budget and who demonstrate that if they are Awarded a Contract they will complete this Project on quality and on budget and their Submissions will be rated accordingly.

b. **Years in Business.** The Contractor must indicate the number of years in continuous business in the space below. **NOTE:** If the Contractor has not had a minimum of five continuous years in business, the Contractor will be considered ineligible to make a Submission or for an Award and its Submission shall be disqualified.

The Contractor has been in continuous business for, _____ years.
Insert years↑

c. **Executive Summary About the Contractor.** Contractor should provide an executive summary (2 pages maximum) about themselves below.

Add additional lines if necessary↑

d. **Relevant Experience.** The Contractor should describe its experience with similar projects below.

NOTE: CHC may use the information provided below to contact clients, ask questions and seek comments about the Contractor.

NOTE: Contractor who do not demonstrate that they have completed, in the past 7 years:

- at least 2 building envelope restoration which involved the installation of insulation and cladding on buildings that are 7 stories and greater;
- at least 2 window replacement projects on buildings that are 7 stories or greater;
- at least 2 balcony repair/balcony replacements on buildings that are 7 floors or greater;

will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.

* Please note stories represents stories above ground level excluding penthouse.

Description			Client Information	
Example of (circle one or more as applicable): High Performance Construction Completed On Schedule Completed on Budget			Client Name:	
			Client Address:	
			Client Website:	
			Client Contact Information:	Name:
Telephone:				
Email:				
Location address:				
Start and end dates:				
Scope of work:				
Value of project:				
Number of Stories:				
Consultants:				
For high performance construction projects, describe quality control and assurance e.g. design-assist, specialized site supervision, trades training, tendering process to ensure qualified subcontractors etc.:				
Additional Information:				

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines, spaces and additional boxes as necessary↑

Description			Client Information		
Example of (circle one or more as applicable): High Performance Construction Completed On Schedule Completed on Budget			Client Name:		
			Client Address:		
			Client Website:		
			Client Contact Information:	Name:	
Telephone:					
Email:					
Location address:					
Start and end dates:					
Scope of work:					
Value of project:					
Number of stories:					
Consultants:					
For high performance construction projects, describe quality control and assurance e.g. design-assist, specialized site supervision, trades training, tendering process to ensure qualified subcontractors etc.:					
Additional Information:					

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines, spaces and additional boxes as necessary↑

Description			Client Information		
Example of (circle one or more as applicable): High Performance Construction Completed On Schedule Completed on Budget			Client Name:		
			Client Address:		
			Client Website:		
			Client Contact Information:	Name:	
Telephone:					
Email:					
Location address:					
Start and end dates:					
Scope of work:					
Value of project:					
Number of Stories:					
Consultants:					
For high performance construction projects, describe quality control and assurance e.g. design-assist, specialized site supervision, trades training, tendering process to ensure qualified subcontractors etc.:					
Additional Information:					

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines, spaces and additional boxes as necessary↑

Description			Client Information		
Example of (circle one or more as applicable): High Performance Construction Completed On Schedule Completed on Budget			Client Name:		
			Client Address:		
			Client Website:		
			Client Contact Information:	Name:	
Telephone:					
Email:					
Location address:					
Start and end dates:					
Scope of work:					
Value of project:					
Number of stories:					
Consultants:					
For high performance construction projects, describe quality control and assurance e.g. design-assist, specialized site supervision, trades training, tendering process to ensure qualified subcontractors etc.:					
Additional Information:					

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines, spaces and additional boxes as necessary↑

Description			Client Information		
Example of (circle one or more as applicable): High Performance Construction Completed On Schedule Completed on Budget			Client Name:		
			Client Address:		
			Client Website:		
			Client Contact Information:	Name:	
Telephone:					
Email:					
Location address:					
Start and end dates:					
Scope of work:					
Value of project:					
Number of stories:					
Consultants:					
For high performance construction projects, describe quality control and assurance e.g. design-assist, specialized site supervision, trades training, tendering process to ensure qualified subcontractors etc.:					
Additional Information:					

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines, spaces and additional boxes as necessary↑

Description			Client Information	
Example of (circle one or more as applicable): High Performance Construction Completed On Schedule Completed on Budget			Client Name:	
			Client Address:	
			Client Website:	
			Client Contact Information:	Name:
Telephone:				
Email:				
Location address:				
Start and end dates:				
Scope of work:				
Value of project:				
Number of stories:				
Consultants:				
For high performance construction projects, describe quality control and assurance e.g. design-assist, specialized site supervision, trades training, tendering process to ensure qualified subcontractors etc.:				
Additional Information:				

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines, spaces and additional boxes as necessary↑

- d. **Qualifications.** Contractors should indicate if they have the below noted qualifications. **NOTE:** Contractors who do not have the below noted qualifications, will be considered ineligible to make a Submission or for an Award and their Submissions shall be disqualified.

- i. Must be registered with the Ontario Infrastructure Health & Safety COR™ Program and either be certified under the program or have been working towards certification for at least one year. For greater clarity, this means Contractors must have been registered with the Ontario Infrastructure Health & Safety COR™ Program for at least a year as of the date of Submission.

- No,** Contractor does not have qualification.
- Yes,** the Contractor has the above-described described qualification.

- e. **Work Team.** Contractors should insert or attach an organization chart with the name, responsibility, function, reporting structure and a description for all key members of the proposed work team. Work team members and functions should, at a minimum, include the following:

Work team member descriptions should include: education; qualifications including licenses and certifications; number of years' experience in each discipline; number of years with the Company; fast track project experience; ability to manage multi-disciplined contractors; capacity to respond to critical time and complex scope requirements on short notice; and the minimum number of hours the work team member will provide during each phase of the project. Resumes for each team members should also be attached.

- f. **Understanding of the Project**

- i. The Contactor should describe its understanding of the Project, including the scope of Work; clearly outlining CHC and the other stakeholder involvement; demonstrating an understanding of the Services and objectives required from the Project including a succinct description of how the Services will be delivered using tables, schedules and figures as required; clearly defined process for the undertaking of the Project; description(s) of the challenges, constraints, limitations and significant issues impacting the objectives of the Project and the use of a CCDC2 Stipulated Price Contract – for Services and Construction, with an explanation of how they may be resolved; a description of the innovation and flexibility techniques that will be used throughout the Project.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary†

g. Approach to Construction Stage

- i. The Contractor should describe its safety management plan and how it intends to ensure the safety of all workers, motorists, public, pedestrians, tenants etc.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- i. The Contractor should describe its communication plan with CHC, the Consultant and other Project stakeholders.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- ii. The Contractor should describe how it intends to ensure that the construction activities undertaken on the Project site minimizes interruption to tenant's use of balcony's.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- iii. The Contractor should outline how the Contractors work team will meet and/or exceed scheduled commitments, including detail on what actions will be taken to ensure the schedule is being maintained and /or improved.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- iv. The Contractor should insert or attach sample Request for Information (RFI), RFI log, Change Order, Change Order log, drawing log, Non Conformance Report (NCR), NCR log, meeting minutes, three week look ahead schedule, and Project schedule.

[insert or attach]

- v. The contractor should provide a project execution plan describing how they will be executing the scope of work.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- vi. The Contractor should describe how change orders and change directives will be managed.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- h. **Approach to Quality**

- i. The Contractor should describe its quality management plan.

Contractor are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- ii. The Contractor should describe its approach for ensuring airtightness of building envelope utilizing sequential blower door testing.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- iii. The Contractor should describe its actions/processes to ensure subcontractors will be successful in meeting the Passive House Standard, the other Work Requirements and Contract obligations.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- iv. The Contractor should describe its approach to sufficiently train in Passive House requirements all subcontractor personnel assigned to the Project in order to ensure a understanding of the rationale for measures taken.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

- i. **Ability to Manage Challenges**

- i. The Contractor should identify any additional possible challenges in connection with fulfilling the Work Requirements and detail its ability to manage them.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

3.3 Schedule Capability (weighted element). NOTE: CHC has a preference for:

- Contractors who propose a Project schedule with a realistic completion date that is as soon as possible and

- Contractors who have a demonstrated track record of completing projects on schedule and who demonstrate that if they are Awarded a Contract they will complete this Project within the schedule proposed by them and
- Contractors who propose a Project Schedule/Project Plan that demonstrate minimal time period interruption to tenant balcony access; and their Submissions will be rated accordingly
- Contractors should provide a detailed project plan and project schedule in Gantt chart format.

3.4 **Value Added (Weighted Element).** The Contractor should provide detail with respect to any value added elements that are included in the Contractor’s Submission that are not already described above. These are things that improve project quality, are beneficial to project schedule, reduce project costs and/or are good for the working relationship with CHC and/or other project stakeholders.

Contractors are strongly encouraged to provide detailed and thorough responses. Add lines as necessary↑

3.5 **Contract Conformity (Weighted Element).** NNRFP Exhibit B – Draft Contract will be used by CHC as a basis for any Contract negotiations. Suppliers should review the Contract carefully for general acceptability in advance of making a Submission. While the Contract may be amended as part of negotiations, it is not CHC’s intent to significantly depart from the draft Contract. The Supplier should identify any Contract provisions that are of concern and indicate how the Supplier would propose to change such provisions. **NOTE:** CHC has a preference for Contractors who are agreeable to the draft Contract and who do not seek to negotiate significant changes.

Contract Provision	Concern	Proposed Change

Add additional lines if necessary↑

PART 4: SUBMISSION CERTIFICATION

I, _____ certify and agree that:
 [insert individual name]

4.1 I am the _____ (insert title) of the Contractor and as such have personal knowledge of the matters hereinafter set out or have made due inquiry and verily believe the matters set out in this Submission Certification.

4.2 The Contractor has, as of the date hereof, checked the CHC Website and reviewed all posted:
 a. Questions or clarification requests in relation to the NNRFP and CHC’s responses thereto, if any.

- b. Designated substances reports, if any.
- c. Addenda to the NNRFP, if any.

- 4.3 The Contractor has reviewed the NNRFP and understands its full meaning and intent.
- 4.4 All information provided in connection with the Contractor's Submission is true and complete in every respect.
- 4.5 By making a Submission the Contractor agrees that the Contractor shall be subject to the NNRFP and if an Award is made to the Contractor, the Contractor shall be bound by the terms of the Contract.
- 4.6 The Contractor undertakes to immediately notify CHC in the event of any material change to any of the information contained in the Contractor's Submission, including information contained in this certification.
- 4.7 The Contractor shall cooperate with any CHC efforts to verify information contained in the Contractor's Price Proposal and Submission Form or other documents submitted in connection with the same. Without limiting the generality of the foregoing, the Contractor authorizes all persons including, but not limited to, bankers, bonding companies and purchasers of services or goods from the Contractor to respond to any verbal and/or written inquiries that CHC may make pertaining to the Contractor. Further, without limiting the generality of the foregoing, the Contractor authorizes all such persons to provide details about the Contractor including without limitation the quality of the Contractor's work and past experience working with the Contractor and the Contractor releases such persons from any claims in connection therewith.
- 4.8 I submit this Price Proposal and Submission Form on behalf of the Contractor and I have full power and authority to bind the Contractor.

Signature

Date: _____

NNRFP EXHIBIT D – CONTRACT

The Contract follows on the next page.

NNRFP EXHIBIT E – ENVELOPE LABEL AND CHECKLIST

Checklist				
Item	Task		Done	
1.	Complete the information indicated on the below label.			
2.	Cut out label along dotted lines and affix label to Submission envelope.			
3.	Ensure mandatory Submission content is included in the envelope (see NNRFP section 7.4)	Price Proposal and Submission Form	Signed	
			Dated	
		Submission Security (see NNRFP Schedule D)		
		Contract	Fill in Contractor's name on the first page.	
			Fill in Contractor's name on the signature page.	
Sign on Signature page.				
4.	Submit to CHC by Closing Date (see NNRFP section 5.2)			

TO: WINDSOR ESSEX COMMUNITY HOUSING CORPORATION
 945 MCDOUGALL STREET
 WINDSOR, ON, N9A 1L9

ATTENTION: Abraham Fattouh, PURCHASING MANAGER

FROM: Contractor name: _____

Address: _____

Contact name: _____

Contact phone number: _____

Contact fax number: _____

Contact e-mail address: _____

RE: SUBMISSION
NNRFP 20-10 – Deep Energy Retrofit Exterior – 255 Riverside Dr E.