



# HALDIMAND NORFOLK HOUSING CORPORATION

## REQUEST FOR PROPOSALS

**Contract Number: RFP HN 01/24**

**Development Consultant  
Gibraltar Street Delhi  
Development**

**Closes: 11:00 am, Simcoe time  
Friday, August 2<sup>nd</sup>, 2024**

**REQUEST FOR PROPOSAL RFP HN 01/24**  
**AFFORDABLE HOUSING DEVELOPMENT CONSULTANT**

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**SUBMISSION LABEL**  
**Proposal (Technical/Financial)**

**IMPORTANT:**  
**THIS SUBMISSION LABEL**  
**IS TO BE USED FOR RETURNING**

**PROPOSAL SUBMITTED BY:**

Legal Name  
of Proponent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

RFP # \_\_\_\_\_

Date: \_\_\_\_\_

**Haldimand Norfolk Housing Corporation**  
**2-25 Kent Street North**  
**Simcoe, ON N3Y 3S1**

## COMMUNICATIONS NOTICE

All requests for information, instructions or clarifications must be set out in writing and directed to:

**Kerri Sullivan-Swick**  
**Contract Administrator**  
**Technical Services Department**  
**Haldimand Norfolk Housing Corporation**  
**Unit 2 – 25 Kent St. N**  
**Simcoe, ON N3Y 3S1**  
**Email: [ksullivan-swick@hnhousing.ca](mailto:ksullivan-swick@hnhousing.ca)**

All questions related to this Request for Proposals (RFP) or any clarification with respect to this RFP must be made no later than **three Business Days prior** to the Closing Time of this RFP. Haldimand Norfolk Housing Corporation reserves the right to extend the deadline for questions if required regarding this RFP.

Written answers or clarifications to issues of substance shall be shared with all Proponents and issued as part of the RFP in the form of an Addendum.

**Addenda will be issued via email ONLY.**

**Haldimand Norfolk Housing Corporation is not responsible for non-receipt of Addendum. It is the sole responsibility of each Proponent to check their email for any and all Addenda notifications that have been issued for this Request for Proposals.**

# CHECKLIST OF REQUIRED SUBMITTALS WITH THIS REQUEST FOR PROPOSALS

Contract Number: RFP HN 01/24

## Development Consultant Gibraltar Street Delhi Development

*The following checklist is not a complete list of Proposal requirements. It is the Proponent's responsibility to satisfy all requirements set out in this Request for Proposals.*

*Proponents **must** ensure that the mandatory requirements described below in this checklist and otherwise contained in this Request for Proposals, have been satisfied in their Proposal submission. **Failure to comply with these requirements may result in rejection of your Proposal.***

### ***Proposal***

- One (1) originally signed copy of the completed Form of Proposal – Technical Proposal. **ALL PAGES** shall also be included.
- All information requested in the Terms of Reference/Proposal Contents & Selection Criteria which is included in the Technical Proposal.
- One (1) originally signed copy of the completed Form of Proposal - Financial Proposal. **ALL PAGES** shall also be included, including Appendix 3 Price Quote Submission Form.
- Confirmation of and copy of Proponents Insurance: errors and Omissions Insurance to be included with Form of Proposal.



**Haldimand Norfolk Housing Corporation**  
**Marc Puype**  
**Technical Services Manager**  
Phone: 519-426-7792 x 117  
Fax: 519-426-7630  
**Email: [mpuype@hnhousing.ca](mailto:mpuype@hnhousing.ca)**

**Kerri Sullivan-Swick**  
**Contract Administrator**  
Phone: 519-426-7792 x 141  
**Email: [ksullivan-swick@hnhousing.ca](mailto:ksullivan-swick@hnhousing.ca)**

## **REQUEST FOR PROPOSALS NOTICE**

**Contract Number: RFP HN 01/24**

### **Development Consultant Gibraltar Street Delhi Development**

**Closing 11:00 a.m., Simcoe time**

**Friday, August 2<sup>nd</sup>, 2024**

Sealed Proposals for the above noted Request for Proposals, addressed to Kerri Sullivan-Swick, Haldimand Norfolk Housing Corporation, Technical Services Department, Unit 2 – 25 Kent St. North, Simcoe ON N3Y 3S1 will be received at **only** the above noted address on or before the date and time stated above.

### **1.0 SCOPE OF WORK**

Haldimand Norfolk Housing Corporation (HNHC) invites Proponents to submit a Proposal to provide development consultant services to build an environmentally sustainable, accessible, multi-residential development in Delhi, Ontario. The planned development is to build a 14,635 sq. ft., two-storey building with 16 residential senior units and no commercial units. The building provides a combination of one-bedroom and two-bedroom units, with a mixed income profile. Ten units will be RGI units to maintain the service level due to the sale of ten (10) units to fund the development. Two units will be demolished to make way for the new development and overall service level will be maintained through other projects. Six market units will be added to the Norfolk portfolio. The Municipality of Norfolk County has approved Phase I feasibility work and partial Phase II preconstruction work which includes ZBA, SPA, Schematic Design, Class B quantity surveyor report, CMHC Co-Investment application, and preparation of a revised business plan. Municipal approval will then be required to complete pre-

construction work, contractor procurement, construction, and post construction activities.

## 2.0 RFP SCHEDULE

Item	Date
Issuance of Request for Proposals	Friday, July 5 <sup>th</sup> , 2024
Deadline for questions from Proponents	Friday, July 19 <sup>th</sup> , 2024, 2:00 p.m. Simcoe time
Deadline to forward answers to Proponents	Friday, July 26 <sup>th</sup> , 2024, 2:00 p.m. Simcoe time
Deadline for Proposal Submissions (Closing Date/Time)	Friday, August 2 <sup>nd</sup> , 2024, 11:00 a.m. Simcoe time

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

## 3.0 CONTRACT SECURITY AND BONDING REQUIREMENTS

Proponents are advised of the following contract security and bonding requirements for this Request for Proposals:

### 3.1 Proposal Security

Not required

### 3.2 Performance and/or Labour and Material Payment Security

Not required

## 4.0 SITE VISITS

There are no site visits

## 5.0 TO OBTAIN DOCUMENTS

A complete set of Request for Proposals documents will be mailed and emailed to you directly.

Proposals shall be opened at the Haldimand Norfolk Housing Corporation's Simcoe Office following the closing date and time of the Request for Proposals.

### 5.1 Accommodations for Proponents with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Haldimand Norfolk Housing Corporation will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a Proponent requires this Request for Proposals in a different format to accommodate a disability, the Proponent must contact the Contract Administrator as soon as possible and in any event prior to the closing date. The Request for Proposals in the different format will be issued only to the requesting Proponent and all Addenda will be issued in such different format only to the requesting Proponent.



# FORM OF PROPOSAL

## REQUIREMENT:

The Haldimand Norfolk Housing Corporation (referred to in the remainder of this document as HNHC) is seeking a Development Consultant who will act as project manager for its housing development proposal. Further details are provided in the Terms of Reference attached as Appendix 1.

## CONTRACT PERIOD:

The contract will begin on acceptance by HNHC of a proposal and will continue during municipality approved Phase I feasibility work and partial Phase II preconstruction work which includes ZBA, SPA, Schematic Design, Class B quantity surveyor report, CMHC Co-Investment application, and preparation of a revised business plan. Municipal approval will then be required to complete pre-construction work, contractor procurement, construction, and post construction activities. If Municipal approval is not realized, this contract may be terminated. The contract may also be terminated by HNHC due to unsatisfactory performance on the part of the consultant. The award of contract, and its continuation, will be subject to the ability of HNHC to initiate and maintain project development, given budget constraints and the availability of funding. The feasibility and initial pre-construction phases must be completed within 10 months at a minimum (defined as work required to obtaining a class-B quantity surveyors report, ZBA, SPA, CMHC Co investment application, and Business case revision & presentation). Project schedule & Tasks in Appendix 1 terms of reference are to be adhered to as a minimum.

## TECHNICAL PROPOSAL CONTENTS AND SELECTION CRITERIA:

The requirements for proposal contents and the selection criteria on which the selection process will be based are detailed in Appendix 2. HNHC reserves the right to accept or reject any or all proposals received.

## FINANCIAL PROPOSAL:

Consultants are required to provide their financial proposal in the format provided in Appendix 3, including Price Quote Submission Form.

## GENERAL CONTRACT CONDITIONS AND TIMETABLE FOR RFP:

General conditions applicable to the contract are provided at Appendix 4. Conflict of interest requirements will be provided to the successful proponent.

## INQUIRIES:

All inquiries and requests for clarification must be sent in writing by fax or e-mail no later than **2:00 p.m., Friday, July 19<sup>th</sup>, 2024 Simcoe time** to the attention of the Contracts Coordinator, Haldimand Norfolk Housing Corporation, 519-426-7792, ext. 141 or email [ksullivan-swick@hnhousing.ca](mailto:ksullivan-swick@hnhousing.ca). Both questions and answers will be distributed to all potential proponents by way of written addendum by e-mail no later than **2:00 p.m., Friday, July 26<sup>th</sup>, 2024 Simcoe time** without naming the source of the questions.

All firms invited to submit proposals *shall* provide HNHC, the name and e-mail address of the contact person(s) to receive any clarifications of this proposal.

### **SUBMISSION OF PROPOSAL:**

The contents of the proposal must directly address the scope of work contained herein. Proposals must be prepared on letterhead stationary and clearly identify the firm's name, address, telephone, fax and e-mail address. All proposals must be signed. Submitting firms shall submit their proposals and shall be addressed to:

Kerri Sullivan-Swick, Contracts Coordinator, Technical Services Department, Haldimand Norfolk Housing Corporation, Unit 2 – 25 Kent St. N, Simcoe, Ontario N3Y 3S1. Email address: [ksullivan-swick@hnhousing.ca](mailto:ksullivan-swick@hnhousing.ca).

All proposals must be received via email at the above address by **11:00 a.m. Friday, August 2<sup>nd</sup>, 2024 Simcoe time**. All proposals are to be submitted to the office of the **Haldimand Norfolk Housing Corporation** located at **Unit 2 – 25 Kent St. N, Simcoe, Ontario N3Y 3S1, Attention to Kerri Sullivan-Swick, ksullivan-swick@hnhousing.ca**. All other proposals will not be accepted.

Only proposals received to the above address prior to the time stated will be accepted for evaluation. Any proposals received after this time will not be evaluated. All retained proposals become the property of HNHC. Details may be disclosed during the internal staff and Committee evaluation process.

# FORM OF PROPOSAL

To: **Kerri Sullivan-Swick**  
**Contract Coordinator**  
**Technical Services Department**  
**Haldimand Norfolk Housing Corporation**  
**Unit 2 – 25 Kent St. North**  
**Simcoe, ON N3Y 3S1**

**Contract Number: RFP HN 01/24 – Development Consultant, Gibraltar Street Delhi**  
**Development**

<p>Business structure of Proponent (check one):</p> <p><input type="checkbox"/> corporation – specify where incorporated: _____</p> <p><input type="checkbox"/> partnership</p> <p><input type="checkbox"/> sole proprietorship</p> <p><input type="checkbox"/> other – specify: _____</p> <p>Registered business name of Proponent (if applicable): _____</p> <p>Haldimand Norfolk Housing Corporation reserves the right to verify the business name and structure of the Proponent, whether or not this section is completed, to ensure that the Proponent is an existing legal entity. If the Proponent is not an existing legal entity, the Proposal will be rejected.</p>
---

**Legal Name of Proponent:** \_\_\_\_\_  
(this name must exactly match the name on all documentation required of the Successful Proponent, i.e.; insurance certificate, WSIB certificate)

**Business Address:** \_\_\_\_\_  
(include street, city, province and postal code)

\_\_\_\_\_

**Head Office Address:** \_\_\_\_\_  
(if different than above, include street, city, province and postal code)

**GST/HST Registration Number:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

1. The undersigned Proponent, having carefully examined the RFP Documents, hereby proposes and offers:
  - (a) to render all Services and provide all things necessary to perform same;
  - (b) to furnish all labour, service, Goods, materials, equipment and all incidentals;
  - (c) to pay all applicable Value Added Taxes and all other charges as specified; and
  - (d) to fully, properly, diligently and in good faith undertake, perform and complete all of the Proponent's (and upon any award of the Contract those of the Successful Proponent) duties, obligations and responsibilities under the Contract Documents,

in full accordance with the Contract Documents.

Receipt of the RFP Documents from Haldimand Norfolk Housing Corporation is hereby acknowledged.

The Total Contract Price is submitted and is set out in the Form of Proposal (see Form of Proposal – Cost Proposal Appendix 3). The Total Contract Price is in Canadian dollars and excludes Value Added Taxes. Value Added Taxes payable (as defined in the RFP Document) are for the account of Haldimand Norfolk Housing Corporation and are in addition to the above Total Contract Price.

## 2. **Addenda**

I/We have made any necessary inquiries with respect to Addenda issued by Haldimand Norfolk Housing Corporation and have ensured that we have received, examined and provided for:

Addenda No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive to the Request for Proposal in this Proposal.

**NOTE: Notification of Any Addenda issued are emailed directly to each Proponent.**

## 3. **Commencement and Completion**

If awarded the Contract, I/we, the Proponent, agrees to commence and complete work as per the Contract documents. I/We undertake that

- I/we will provide all necessary documents required as set forth prior to the commencement of this project;
- Completion of the Project will be achieved within the time allowed for completion as prescribed in the Terms of Reference.

## 4. **Contract**

It is understood and agreed by me/us that a binding Contract shall come into being upon

acceptance of this Proposal by Haldimand Norfolk Housing Corporation. The subsequent execution of any agreement or contract for works, if any, is a formality and not a condition precedent to the existence of a binding Contract. The *Contract Documents* for this RFP shall constitute the Contract, including any Addenda issued, subject to such modifications as may be agreed to in writing between the parties.

**5. Execution**

If this Proposal is accepted by Haldimand Norfolk Housing Corporation and Haldimand Norfolk Housing Corporation is proceeding with the internal approvals for the award of the Contract, then I/we shall provide required proof of insurance and all other required submittals within ten Business days of notification from Haldimand Norfolk Housing Corporation.

**6. Additional Work**

I/We also agree that if this Proposal is accepted, I/we shall execute whatever additional or extra work that may be required, in accordance with the RFP Documents.

**7. Time Open for Acceptance**

This offer is irrevocable and is to continue open to acceptance by Haldimand Norfolk Housing Corporation for a period of **60 calendar days** after the date and time set for closing (submission) of Proposals. Haldimand Norfolk Housing Corporation may at any time within the above **60 calendar day** period accept this Proposal whether or not any other Proposal has previously been accepted, upon notice of acceptance in writing to me/us personally delivered or mailed to me/us by ordinary prepaid mail to the address set forth on the Form of Proposal page of this Request for Proposals and any notice so mailed shall be deemed to have been received on the date of mailing thereof and any notice so delivered shall be deemed to have been received on the date the notice is so delivered.

**8. Occupational Health and Safety**

I/We understand and agree that the Work must be conducted in a safe manner. Accordingly, I/we confirm that I/we and all Sub-Consultants used on the Work for Haldimand Norfolk Housing Corporation will comply with all applicable laws, regulations and by-laws of Canada, the Province of Ontario and Norfolk County and Haldimand County, including but not limited to the Occupational Health and Safety Act, and all applicable regulations thereunder. Further, without limiting any of the foregoing, I/we confirm that I/we have both a written occupational health and safety policy and program to implement that policy, and that all of our employees, Sub-Consultant and any other persons performing the Work are appropriately trained, licenced and certified, as required to perform the Work.

**9. No Collusion / Conflict of Interest**

I/We hereby declare that no person, firm or corporation other than me/us has any

interest in this Proposal or in the proposed Contract(s) for which this Proposal is made. I/We further declare that this Proposal is made without any connection to, comparison of figures, arrangements with or knowledge of, any other corporation, firm or persons making a Proposal for the same work and is in all respects fair and without fraud or collusion.

I/We confirm that we have complied with section 23 of the Instructions to Proponents regarding affiliates and corporations which are not at arm's length.

I/We declare that no member of Haldimand Norfolk Housing Corporation and no officer, employee or agent of Haldimand Norfolk Housing Corporation has or will have an interest indirectly or directly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract(s), or in the supply, work or business to which they relate or in any portion of the profits thereof, or in any of the monies to be derived there from.

## **10. Interpretation**

I/We confirm that I/we have received no oral communication, representation, information, instruction or advice (collectively referred to as "representation") from any officer, employee, agent, or any other person acting on the behalf of or at the direction of Haldimand Norfolk Housing Corporation which in any way amends or modifies the content of this Request for Proposals, any Addenda thereto, or any performance of Services, works, obligations or responsibilities or the exercise of any rights thereunder or with respect thereto. I/We specifically release and waive any right and claim I/we may have to a claim for negligence, misrepresentation, misstatement or otherwise for any oral communication or representation whatsoever. I/We represent that I/we have not been induced by any oral communication or representation whatsoever to submit this offer and acknowledge that Haldimand Norfolk Housing Corporation is relying on the representations and waiver made by us herein. I/We further acknowledge that I/we have carefully reviewed, understand and agree to the communication provisions of the Instructions to Proponents.

I/We acknowledge and agree that I/we have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by me/us when submitting our Proposal is known to Haldimand Norfolk Housing Corporation, regardless of whether such information may be actually previously known to Haldimand Norfolk Housing Corporation or not. Further, I/we acknowledge and agree that all information to be provided by me/us is to be complete and full and in such detail as required.

## **11. Accessibility for Ontarians with Disabilities Act, 2005**

I/We confirm that I/we and all Sub-Contractors used on the Work for the Haldimand Norfolk Housing Corporation will comply with all applicable accessibility laws, regulations and by-laws of Canada, the Province of Ontario and Norfolk County, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation

429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), throughout the term of the Contract. Without limiting the generality of the foregoing, I/we shall provide to Haldimand Norfolk Housing Corporation, prior to commencing Work, a Statement of Acknowledgement that I/we have read and understand the AODA Contractor/Vendor Compliance Statement Form, that I/we have provided the training required, and that I/we will comply with the requirements and applicable accessibility laws, regulations and by-laws. See Haldimand Norfolk Housing Corporation's AODA Contractor/Vendor Compliance Statement Form and accessible Customer Service Policy attached in Appendix I.

**12. Compliance with Haldimand & Norfolk County By-laws**

I/We declare that I/we are in compliance with all municipal by-laws as they pertain to Haldimand & Norfolk County in respect of the operation of my/our business and in respect of the Work described in the Request for Proposals. I/We understand and agree that if this statement is untrue or incorrect, Haldimand Norfolk Housing Corporation shall be entitled at its sole discretion to reject this Proposal, or if such untruth or incorrectness comes to light after this Proposal is accepted, to terminate or refuse to enter into, as applicable, any Contract and to pursue any other legal recourse Haldimand Norfolk Housing Corporation deems appropriate, and that such untruth or incorrectness shall be a default under the Contract.

**13. Mandatory Requirement**

I/we acknowledge that our firm is a registered business in Ontario.

per: \_\_\_\_\_  
(Printed Name of Officer)

\_\_\_\_\_  
(Original Signature)

I / We have the authority to bind the Proponent.

## APPENDIX 1 – TERMS OF REFERENCE

### INTRODUCTION:

In 2001, the Province transferred responsibility for the oversight and funding of social housing to the municipal level, setting up municipal “Service Manager” (SM) organizations in 47 service areas within the province. Haldimand Norfolk being one service area, Norfolk being the designated Service Manager on behalf of both counties. Under the Housing Services Act (HSA), the SM is required to administer and fund social housing communities previously administered by the Provincial and Federal governments. Subsidies must fund both operating and capital needs. This includes Haldimand Norfolk Housing Corporation (HNHC) as well as non-profit and cooperative housing developed under the various legacy social housing programs. This funding requirement by the Service Manager is in perpetuity.

HNHC is the Local Housing Corporation for Haldimand and Norfolk who are joint sole shareholders. HNHC owns and manages 400 of the mandated 826 social housing units in the service area on behalf of the SM. As of 2021, the average age of HNHC’s assets is 47 years old. Furthermore, HNHC manages the assets at several other housing providers as a service. As the largest social housing provider in the service area, HNHC provides housing for seniors, families and adults. Currently, 498 households are waiting to be housed in a social housing unit. It is estimated that the wait time for general applicants is 9 years. The waitlist grows with each passing year as the demand increases faster than the supply.

In response The Haldimand Norfolk Housing Corporation (HNHC) has prepared a Regeneration Master Plan (RMP) that aims to provide a range of strategies for the next 15 years. The RMP serves as the basis for which both Haldimand and Norfolk Counties may consider and select the desired strategy for their respective counties as managed by HNHC. More recently Norfolk County has elected to move forward with one of the those strategies. Haldimand Norfolk Housing Corporation (HNHC and Owner) is planning to build an environmentally sustainable (Passive House Standard), accessible, multi-residential development in Delhi, Ontario, and has committed capital funding to do so. Co Investment funding will be shared by three sources at a minimum, however the development consultant will explore and apply for any other suitable funding streams to stack on the three (3) listed below.

1. Municipality of Norfolk County
2. Haldimand Norfolk Housing Corporation
3. Canada Housing and Mortgage Corporation “CMHC” National Housing Co-Investment Fund

The planned development contains 16 units of affordable housing.

The project is divided into 5 phases. These are I Feasibility, II Preconstruction, III Contractor Procurement, IV Construction, and V Post Construction, where recently the Municipality of Norfolk County has approved HNHC to proceed with Phase I Feasibility and partial Phase II Preconstruction. This will allow the HNHC development consultant to execute a Norfolk County pre-consultation meeting and address pre-construction meeting notes, and submit Zoning Bylaw Amendment (ZBA) & Site Plan Approval (SPA) applications as well as the procurement and production of sufficient project design documents to procure and produce a Quantity



Surveyor Class B Development cost estimate. At this point, all design work will be 50-70% completed and will enable the development consultant to make revisions to the development business plan. Summary of required work to complete this initial phase of the project.

#### Stage A

- Functional program, preliminary site plan, floor plates renderings (similar to what has been completed but from an architect)
- Related structural, mechanical, electrical, landscaping, etc. work (the development consultant to work with the architect to understand space requirements and constraints for the building, floor plates, floor to floor heights, and high level selection of structural, mechanical systems, etc.)
- Environmental Site Assessment (review historical use of the land and understand if there is a possibility of soil contamination)
- Geotechnical testing/study
- Class D cost estimate

#### Stage B: In addition to the above documents, completion the following:

- Overall, design documents will be 5-25% complete
  - principal floor plans
  - structural foundation system and typical framing system
  - principal exterior wall sections and roof system selections
  - preliminary finish schedule by rooms
  - mechanical and electrical systems outline (suggested equipment requirements)
  - outline specification
  - basic site plans and original site drawings and investigations
  - finish grades with paving and parking requirements
  - storm drainage solution and existing utility locations
- For ZBA
  - Zoning By-law Amendment application form (admin form)
  - Public Consultation Form (admin form) and commitment to private neighbourhood open house
  - Preliminary elevation proposal (exterior view of the building) + urban design brief (outlines how we considered and integrated the County's bylaws/policies/neighborhood makeup for the development)
  - MECP D-Series Guideline Analysis (analyzes the compatibility of the development with surrounding land uses (industrial, commercial, residential) to help prevent impacts from noise, dust, odour, etc.)
  - Planning Justification Report (summary of our proposed ZBA request, outlines considerations and compatibility, etc.)
  - Pre-Consultation Meeting Notes (will address applicable comments from the pre-consultation meeting notes)
  - Preliminary site plan (aerial view of the development, outlining the building, parking, etc.)
  - General plan of services (including water, wastewater, stormwater and transportation, including improvements)

- Functional servicing report, including estimate water and wastewater usage to make a request for servicing allocation (analyze utility usage and sizing of connections and upstream systems, i.e. size of the water supply pipe)
- Stormwater management report (analyzes rain fall events and volume of water generated and how that water will be managed on site and through the County's storm water system)
- Class C cost estimate

Stage C in addition to above

- Overall, design documents will be 50-66% complete
  - developed (>50%) floor plans, reflected ceiling plans, roof plans
  - structural foundation design, typical structural framing
  - developed (>50%) building elevations and sections
  - typical interior wall types and acoustical guidelines
  - developed (>50%) finish schedule with material selections
  - developed (>50%) mechanical plans
  - developed (>50%) electrical plans
  - developed (>50%) specifications
  - developed (>50%) site/civil/landscape plan
  - sustainable design requirements
  - special client-requested requirements
- For SPA
  - We will satisfy all of the comments made by the County during the pre-consultation meeting (note both ZBA and SPA items are included in their comments). Attached in Appendix 5.
- Tree protection plan (demonstrates which trees will remain on site and surrounding areas and how they will be protected during construction).
- Class B cost estimate
- Complete final stages of the competitive CMHC application process to maximize success in the determination of contribution and loan levels and approvals prior to securing and signing a funding agreement. Criteria listed below.
- Development Consultant Revisions and Municipal presentation of revised development business plan.

<b>CRITERIA</b>	<b>REQUIREMENT</b>
<b>Financial Viability</b>	Applicants must demonstrate their financial and operational ability to carry the project and provide evidence of the financial viability of the proposed project itself, as well as capacity to deal with development risks such as cost overruns and delays in construction or repairs/renovations. (DCR 2: 1.0)
<b>Affordability</b>	Rents for at least 30% of the units must be less than 80% of the Median Market Rent and maintained for a minimum of 20 years.
<b>Energy Efficiency</b>	Projects must demonstrate that they will either achieve a 25% decrease in energy consumption and Greenhouse Gas (GHG) emissions relative to the 2015 National Energy Code for Buildings or the 2015 National Building Code; OR a 15% decrease relative to the 2017 National Energy Code for Buildings
<b>Accessibility</b>	20% of units within the project must meet or exceed accessibility standards and its common areas must be barrier-free OR have full universal design applied.

Only upon completion of this initial Phase, municipal presentation of the revised business plan including all funding levels, and after municipal approvals will the development proceed to the contractor procurement, construction, and post construction phases.

HNHC does not intend to create an in-house function for project management of this development program. The Development Consultant will work directly with the Haldimand Norfolk Housing Corporation staff, board of Directors, Municipal staff, (and required vendors) to lead, manage, procure, and develop this project.

The Haldimand Norfolk Housing Corporation requires the services of a qualified and competent development consulting firm to:

1. Prepare a complete development proposal to construct a housing project on municipal property that includes all of the Activities and Deliverables identified herein.

The HNHC would appreciate a response from your firm in a formal, detailed proposal indicating interest, qualifications, relevant experience, methodology, scheduling and cost to successfully undertake this project.

**Scope of Work and Specifications for Development Consultant  
Gibraltar Street Delhi  
Development**

July 5<sup>th</sup>, 2024

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# Scope of Work and Specifications for Development Consultant

## Delhi – New Development

### Introduction

In fulfilment of their Regeneration Master Plan, Haldimand Norfolk Housing Corporation (HNHC and Owner) is planning to build an environmentally sustainable, accessible, multi-residential development in Delhi, Ontario. The planned development contains 16 residential senior units and no commercial units. The demolition of one semi will serve to make way for a larger building site to accommodate for new development.

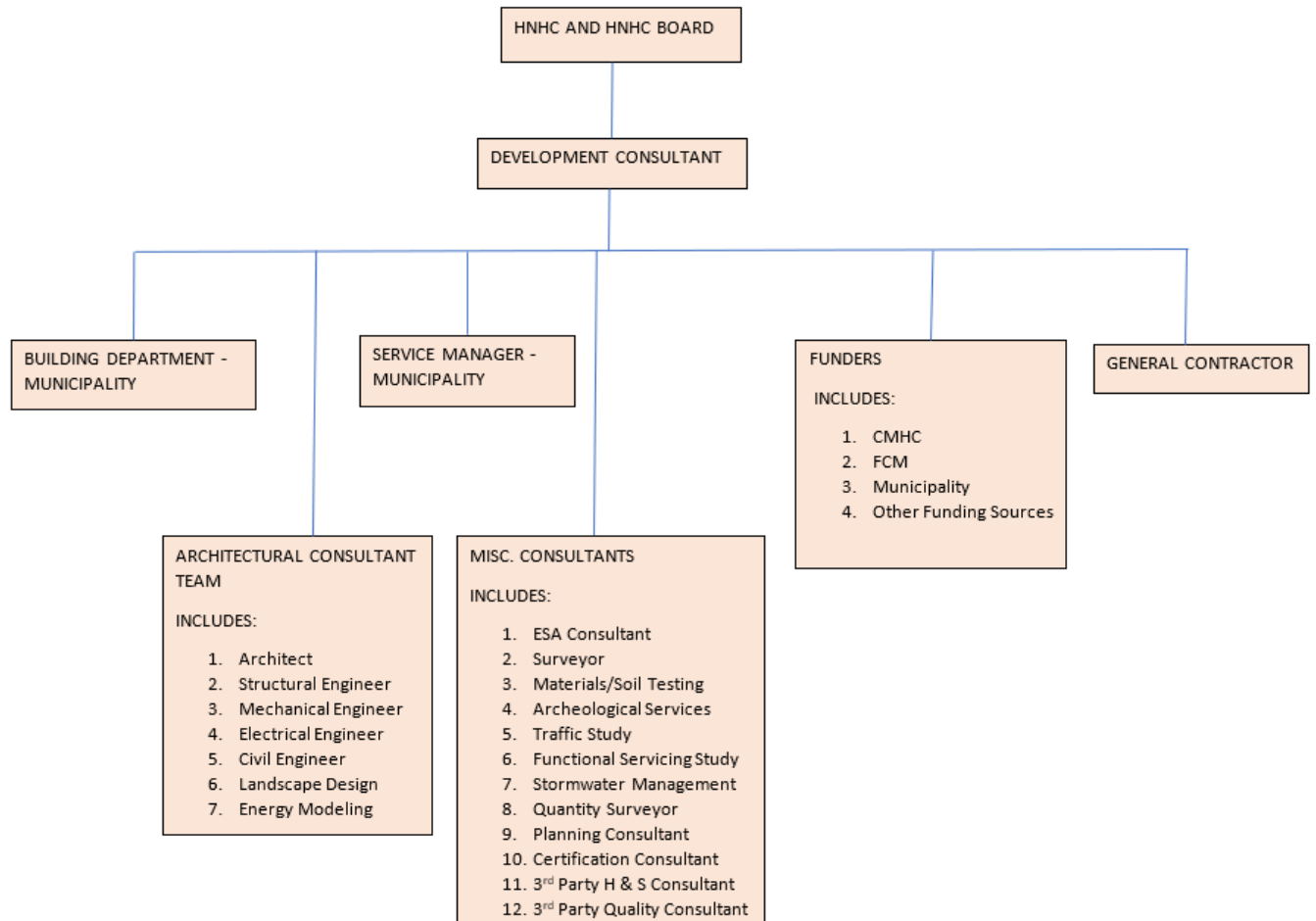
### Project Goals

The following are the goals for the project:

1. Develop a mixed income community from market to rent-geared-to-income.
2. Leverage federal and provincial funding (loans and contribution) to the greatest extent possible.
3. Explore and secure other suitable funding streams.
4. Develop an environmentally sustainable development exceeding the minimum standards set forth in the approved funding agreements for the project.
5. The building shall be designed and constructed to achieve a minimum 75-year life with the lowest life-cycle cost.
6. The project shall be completed within the approved scheduled time and budget.
7. The design and construction shall include durable, modest finishes and all elements in the units with which the tenants interact on a daily basis. (fixtures, appliances, millwork, closets, etc.)
8. The selection of building equipment, components, and systems shall reflect a high quality of design and construction resulting in a durable, low maintenance development.

## Project Organization Chart

The Development Consultant is the responsible to lead the project and deliver the Project Work to the Owner within the approved project schedule and budget. All project resources report to the development consultant but the commercial contractual relationship between of all suppliers is directly with the owner but managed by the Development Consultant.



## **Project Work**

The Project Work that shall be completed by the Development Consultant in accordance to the Project Management Specifications is described as follows:

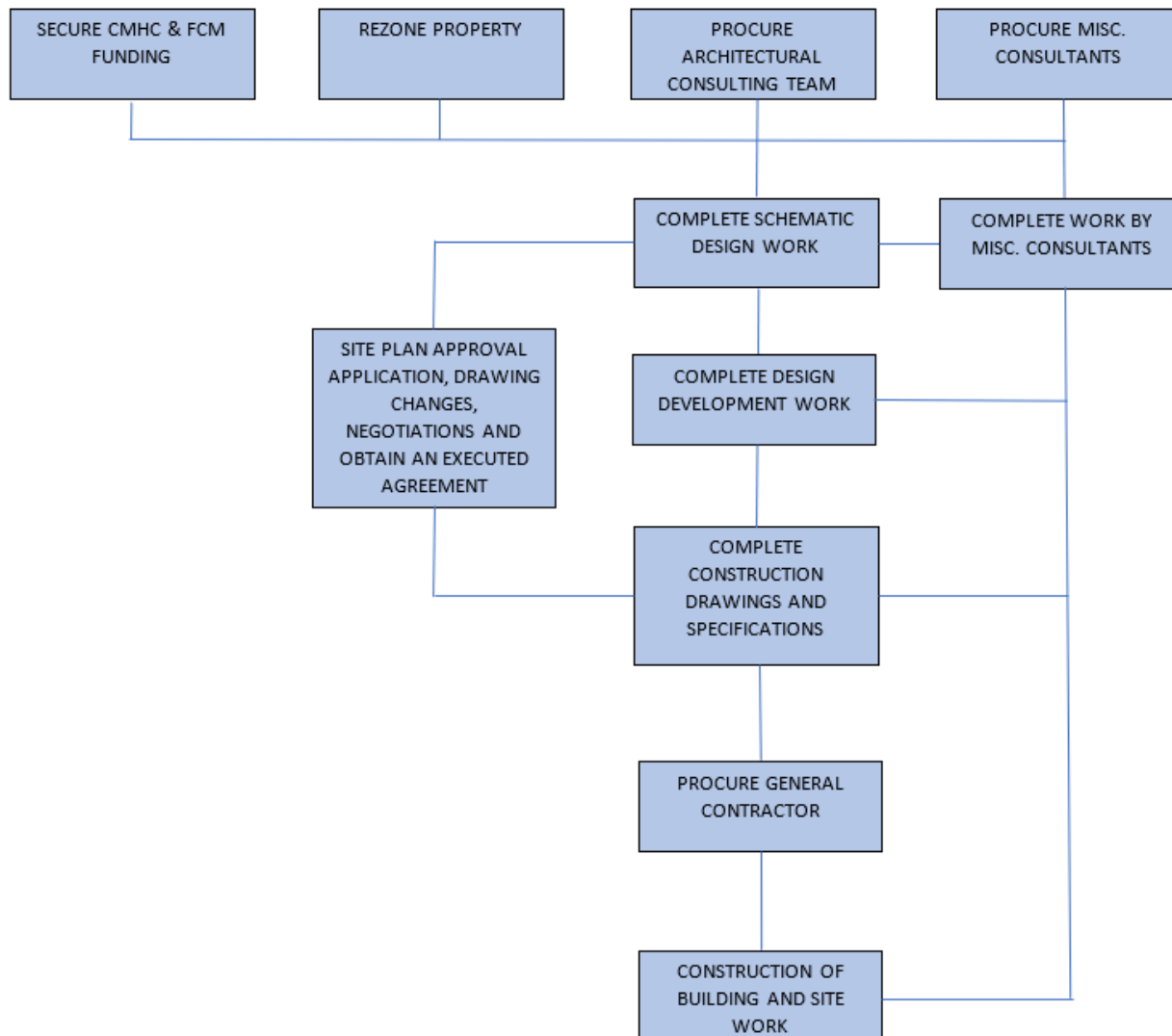
1. Prepare a Project Charter and Project Management Plan and obtain approval for both from the Owner.
2. Secure CMHC project funding on behalf of the Owner.
3. Prepare the project proforma and present to the Owner.
4. Procure all design consultants and miscellaneous consultants on behalf of the Owner. (This includes: Prime architectural consultant, cost consultant, surveyor, planning consultant, code consultant, geotechnical consultant, archeological consultant, environmental consultant, testing and inspection, health and safety etc.) This includes:
  - a. Provide the procurement template as per the Project Management Plan
  - b. Write the scope of work, quote submission form, and miscellaneous parts of the procurement document.
5. Oversee all design and miscellaneous consultants by Directing, Managing, Controlling and Monitoring the Project Work to ensure the Project Goals are achieved. This includes:
  - a. Review drawings and specifications providing advice regarding, completeness, cost, performance, quality, constructability, and reliability.
  - b. Review site plan approval documentation providing recommendations and negotiate on behalf of the Owner.
  - c. Review consulting reports and documentation for completeness, quality, accuracy and thoroughness and address issues as required.
  - d. Review design from long-term building maintenance and building performance in accordance with the Project Goals and provide advice accordingly.
  - e. Review the selection of materials, building systems, and equipment in accordance with the Project Goals and provide advice accordingly.
  - f. Coordinate value engineering process if construction management contract is chosen and review and provide advice on proposed design changes.
6. Manage and coordinate all work required to rezone the selected development site.
7. Manage and coordinate all work required to obtain an executed site plan agreement from the HNHC.
8. Procure the General Contractor on behalf of the Owner. This includes:
  - a. Provide the procurement template as per the Project Management Plan
  - b. Integrate the scope, drawings and specifications into the procurement template.
  - c. Prepare the quote submission form.
  - d. Prepare the supplementary conditions with input from the Owner for the CCDC contract.
  - e. Clearly and thoroughly write the warranty documentation section with a timing emphasis on delivery early in the construction contract.
  - f. Complete all other required areas of the procurement document.



9. Oversee the General Contractor by Directing, Managing, Controlling and Monitoring the Project Work to ensure the Project Goals are achieved. This includes:
  - a. Ensure the minimal disruption of neighbors from a preventative approach and address / resolve matters as they arise.
10. Project tracking of expenditures against budgets.
11. Close the project.
12. Execute or oversee the execution of all enabling works throughout the project required to be performed by the Owner to facilitate the execution of all contracts and agreements.
13. Consider, explore, and secure any other funding suitable including FCM, RHI, Enbridge to name a few.

**Execution of the Project Work shall conform to the Project Management Specifications.**

The illustration below shows the conceptual work packages that form the fundamental basis of the Development Consultant’s scope of work in the Project Management Plan.



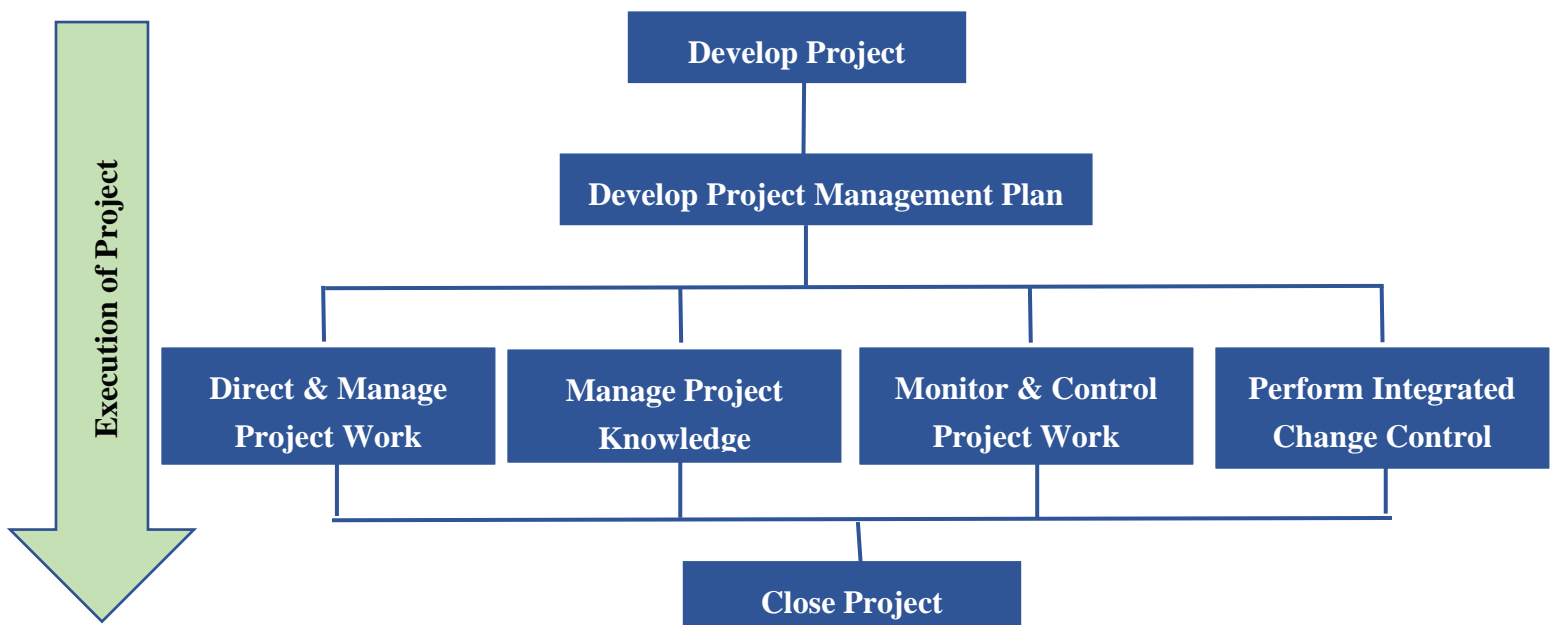
# Project Management Specification

## Definitions

- a. **CMHC:** Canada Mortgage and Housing Corporation
- b. **Development Consultant:** The organization responsible to provide development consulting and project management services to the Owner.
- c. **FCM:** Federation of Canadian Municipalities
- d. **Owner:** The person or entity that sponsors the project and owns the product of the construction project and to whom that product will be handed over at the time of its completion.
- e. **Project Charter:** A document issued by the project initiator or sponsor that formally authorizes the existence of a project and provides the project manager the authority to apply project management resources to project activities.
- f. **Project Goals:** the objectives or targets that are trying to be achieved by execution of the project.
- g. **Project Management Plan:** The document that describes how the project will be executed, monitored, controlled and closed.
- h. **Project Management Specification:** The documented method that describes the detailed approach to how the Project Work will be executed.
- i. **Project Work:** The documented scope of work that details the work that must be completed by the Development Consultant undertaking the project.
- j. **Supplier:** A person, corporation or other legal entity that responds or intends to respond to a solicitation or provides deliverables (goods and/or services) to the project

## 1. Project Integration Management

Project Integration Management is the execution of processes to advance the project from initiation to closure of the project. The illustration below shows the path from project initiation to close.



The project management specification below is the minimum requirement for the execution of the project.

- a. Develop Project Charter (See Appendix 1 for minimum content)
- b. Develop Project Management Plan (See Appendix 2 for minimum content)
- c. Direct and Manage Project Work
  - i. Contracts and Agreements
    1. Manage the development of stated contracts and agreements and negotiate on the Owners behalf. This is includes:
      - a. CMHC, FCM and municipal funding agreements
      - b. Consulting contracts as identified in the Project Work
      - c. Construction Contract
    2. Complete contract / agreement administration work throughout the project
    3. Oversee contract execution and identify deviations and resolve matters within the contract provisions, representing the Owners interest and involving the Owner as required.
  - ii. Project Meetings
    1. Bi-weekly meetings shall be coordinated by the Development Consultant with the requisite suppliers and the Owner.
    2. Meetings shall be coordinated / organized / lead by the Development Consultant with other stakeholders as required. (e.g. County, County Council, Service Manager, Planning Dept, Building Dept, funders, etc.)
    3. Development Consultant shall ensure each meeting has appropriate leadership, new Action Plan items are recorded, existing Action Plan items are followed up on and minutes are taken where an action plan does not exist.
  - iii. Construction Documentation
    1. Detail tracking of construction documentation in Excel as follows:
      - a. Request For Information
      - b. Shop Drawings
      - c. Supplemental Instructions
      - d. Drawings
      - e. Specifications
  - iv. Invoicing and Payment
    1. Review all invoices to ensure the invoice is correct, work invoiced is complete and meets the quality requirements.
    2. Sign off on invoices, indicating payment approval and where multiple payments are required track progress payments.
    3. Review schedule of values and approve for payment.
    4. Prepare payment certificates for construction seeking requisite approvals (Owner, Quantity Surveyor, Architect)

5. Oversee all payment matters and coordinate to resolve issues where payment has been approved but supplier has not been paid.
- d. Manage Project Knowledge
  - i. Set up the project management information repository as per the Project Management Plan.
  - ii. Manage the project management information repository throughout the project to preserve the integrity of the information.
- e. Monitor & Control Project Work
  - i. Contract Change Orders
    1. Oversee all contract changes to ensure the documents are complete, the process was followed and the Owner is getting good value.
    2. Negotiate contract changes and resolve disputes as required.
    3. Coordinate to get Owner and supplier approval on all contract change orders.
- f. Perform Integrated Change Control
  - i. Lead and manage project baseline changes with Owner that are related to scope, schedule and cost.
  - ii. Prepare required documentation seeking approval from the Owner, board and municipality.
- g. Close Project
  - i. Oversee the process of identifying and resolving deficiencies.
  - ii. Oversee the process of delivering all warranty documentation.
  - iii. Oversee the preparation and delivery of all manuals and commissioning documentation of building equipment, components and systems.
  - iv. Oversee the completion of “as built” drawings.
  - v. Verify the closure of all permits.
  - vi. Complete lessons learned with input from the Owner.
  - vii. Transfer the project information per the Project Management Plan to the Owner.

## **2. Project Scope Management**

- a. Validate scope as phases of the project are complete by confirming the scope statement was fulfilled.
- b. Control scope of project to ensure the project does not suffer from scope creep.

## **3. Project Schedule Management**

- a. Prepare project schedule in MS Project as part of the project management plan using the following fields as a minimum. (Task Name, Duration, Start Date, End Date, Predecessor, Percent Complete)
- b. Link tasks appropriately and highlight the critical path.
- c. Optimize the schedule to develop the overall shortest critical path.
- d. Once the project schedule from the prime consultant and the contractor are obtained integrate the key milestones, phases and tasks into the project schedule.
- e. Update the project schedule every two weeks.

- f. While executing the project identify opportunities to reduce task durations without putting pressure on project risk, cost or quality and implement where possible.
- g. Address scheduling issues in bi-weekly meetings with the suppliers.

#### **4. Project Financial Management**

- a. Proforma
  - i. Gather all inputs.
  - ii. Identify assumptions.
  - iii. Verify that the proforma reflects the funding program rules and requirements.
  - iv. Update proforma as required or requested by the Owner.
- b. Project Cost Estimating
  - i. Coordinate with Quantity Surveyor to prepare cost estimates.
  - ii. Review the QS report to ensure the primary elements are consistent with the overall project goals and scope.
- c. Project Budget
  - i. Develop overall project budget.
  - ii. Update project budget as required.
- d. Project Cost Tracking
  - i. Provide project cost tracking over full project life cycle. Provide bi-monthly reports.
- e. Project Funding (CMHC Co-investment and FCM Capital / Loan funding)
  - i. Gather data and information.
  - ii. Prepare and submit funding applications.
  - iii. Work with CMHC and FCM or others, responding to concerns or updates of the funding applications.
  - iv. Negotiations with funding organizations.
- f. Project Cashflow
  - i. Develop project cashflow projection by month, identify use of funding and equity requirements, update monthly.
  - ii. Ensure owner has sufficient funds in advance before payments come due.
  - iii. Minimize construction financing costs.

#### **5. Project Quality Management**

- a. Establish important design criteria and ensure they are written in the prime consultant procurement documents.
- b. Review designs and specifications throughout the design process to ensure the design criteria have been followed as intended.
- c. Ensure appropriate mock-ups are written into the construction specifications and review language to ensure it is achievable.
- d. Develop the work requirements for the construction quality management plan in the tender documents.
- e. Oversee the contractor to ensure the quality management plan is implemented as specified.

#### **6. Project Communications Management**

- a. General Project Communication
  - i. Review correspondence (emails, letters, contracts, agreements, etc.) and manage, respond as Owner Representatives and in keeping with the Project Goals.
- b. Prepare monthly and quarterly project reports.
- c. Prepare and issue reports as required by funders.
- d. Financial Reporting
  - i. Gather information and prepare reports that show as a minimum: project budget, committed to date, spent to date, variance.
  - ii. Coordinate the resolution of reporting issues with Owner's finance department.
- e. Project Schedule Reporting
  - i. In addition to the project schedule prepare a written report that describes the status of the project (Report to include the following sections as a minimum: safety, permits, design update, construction update, construction documentation processed to date (Request for Information, shop drawings, supplemental instructions, change orders, photographs, etc.).
- f. Project Health & Safety Reporting
  - i. Review contractor and third-party H & S reports and coordinate the resolution of issues where needed.

## **7. Project Risk Management**

- a. Prepare a risk register that includes, risk identification, risk Owner, risk responses.
- b. Update risk register as required.

## **8. Project Procurement Management**

- a. Prepare procurement templates (procurement document and contract) that conforms to the Owners procurement policy and is agreeable to the Owner. Note a CCDC contract shall be used for construction.
- b. Competitively procure the suppliers listed below using a formal process that conforms to the Owners procurement policy and is agreeable to the Owner.
- c. Evaluate submissions based on the procurement document and the respective submissions analyzing and comparing both subjective and objective information.
- d. Conduct reference checks as required.
- e. Prepare a tender evaluation report for the Owner or Owners board to review and approve that summarizes the procurement process, conclusion of the evaluation process, recommendation for award and the basis for the recommendation.
- f. Suppliers that shall be procured are as follows:
  - i. Prime consultant
  - ii. Sub-consultants (i.e. ESA, Surveyor, Geotechnical, Archeological, Traffic, Functional Servicing Study, Energy Modeling, Stormwater Management, Quantity Surveyor)
  - iii. General Contractor

- g. Prepare and issue award letters to all suppliers on behalf of the Owner.
- h. Prepare and issue letters to unsuccessful proponents.
- i. Follow up to ensure the supplier is in compliance of all post award requirements / deliverables stated in the award letter (performance security, proof of insurance, WSIB, etc.)
- j. Hold “kick-off” meetings for all new contracts preparing an agenda and issue meeting minutes.

**9. Project Stakeholder Engagement**

- a. Together with Owner, identify project stakeholders.
- b. Provide a template to document the stakeholder engagement plan and complete the plan together with the Owner.

**10. Project Management Specifications - Exclusions**

- a. Exclusions to the Project Management Specifications have been developed to provide clarity to the Development Consultant regarding the deliverables that are and are not required as part of this specification. The Development Consultant shall however be able to deliver these on a time-and-expense basis if requested by the Owner.

**APPENDIX 1**  
**PROJECT MANAGEMENT CHARTER – MINIMUM CONTENT**  
**REQUIREMENTS**

- 1) Description of Project:
- 2) Purpose of Project & Scope of Work Description:
- 3) Benefits:
- 4) Risks:
- 5) Project Manager:
- 6) Summary of Milestones:
- 7) Budget:
- 8) Project Stakeholders: (name, title, interest and responsibilities)
- 9) Procurement Method and Funding Source:
- 10) Signature fields for Project Manager and Owner



## APPENDIX 2

### PROJECT MANAGEMENT PLAN – MINIMUM CONTENT REQUIREMENTS

1. Project Management Team
  - a. Prepare a document that identifies the project management team and corresponding information as follows:
    - i. Project Name
    - ii. Project Team Member
    - iii. Role
    - iv. Contact Information
2. Project Assumptions Log
  - a. Prepare a project assumptions log that includes the following:
    - i. Assumption Description
    - ii. Reason for the assumption
    - iii. Owner
3. Project Integration Management
  - a. Direct and Manage Project Work
    - i. Contracts and Agreements
      1. Identify (list) the possible agreements or contracts required to execute the project including (name of agreement, parties to the agreement, whether legal council is required and name of council)
    - ii. Project Meetings
      1. Prepare a plan for regular project review meetings with the Owner identifying the (schedule, format, minute template, etc.)
    - iii. Construction Documentation
      1. Prepare a plan of how the design and construction documentation will be managed.
    - iv. Invoicing and Payment
      1. Prepare the process to manage invoicing and payment of suppliers.
      2. The process shall delineate one-time payments from multiple payments.
  - b. Manage Project Knowledge
    - i. Identify a secure repository for all electronic project information
    - ii. Identify a robust method to share project information with the Owner, the Prime Design Consultant and the Contractor
    - iii. Prepare a folder structure to store and retrieve all project information
    - iv. Prepare a plan to transfer the project management information to the owner at the end of the project
  - c. Monitor & Control Project Work
    - i. Prepare documented contract change management process and seek Owners approval

- ii. Provide templates for contract change process
- 4. Close Project
  - a. Define the process and prepare a plan to close the project
- 5. Project Scope
  - a. Prepare a scope statement that includes the following:
    - i. Financial budget
    - ii. Energy targets
    - iii. GHG targets
    - iv. Accessibility targets
    - v. Funding plan / strategy and td
    - vi. Description of the work and type, sizes, quantities, etc. (Include qualitative and quantitative descriptions)
    - vii. Time for completion (milestones)
    - viii. Excluded project scope
    - ix. What's not included in the scope
- 6. Project Schedule
- 7. Project Financial Management
  - a. Develop a cost estimate for the project by phase that contains the following:
    - i. Project management costs
    - ii. Permits, fees and municipal charges
    - iii. Consulting costs
    - iv. Construction costs
    - v. Third party verification costs
    - vi. Legal costs
    - vii. Interest
    - viii. HST
    - ix. Contingency
    - x. Cost Baseline (Total approved budget at the beginning of the project)
- 8. Project Quality Management
  - a. Develop a Quality Management Plan for Design that contains the following:
    - i. Design Quality Attribute
    - ii. Where documented (drawing, specification, modeling, etc.)
    - iii. Name of design reviewer
    - iv. Name of design verifier
    - v. Design approver
  - b. Develop a Quality Management Plan for Construction that contains the following:
    - i. Construction Quality Attribute
    - ii. Deliverable
    - iii. Quality Expectation
    - iv. Standard to be measured against
    - v. Audit responsibility
    - vi. Correction responsibility
- 9. Project Communications Management

- a. Prepare a list of all regular reporting that identifies the name of report, target audience, who is preparing the report, report frequency and report template.
- b. Prepare a plan for any other reports required by the Owner, municipality or funders.

#### 10. Project Risk Management

- a. Complete a Risk Plan to include the following:
  - i. Risk Category / Description
  - ii. Risk Owner
  - iii. Risk Consequences
  - iv. Response Strategy
  - v. Response Plan

#### 11. Project Procurement Management

- a. Prepare a plan by project phase for all procurements in the project that includes the following:
  - i. Statement of Work
  - ii. Type of Procurement
  - iii. Estimated Value
  - iv. Supplier Qualification Requirements
  - v. Provide a thorough statement on how the procurements will be structured, the method for each procurement and template for each type.
  - vi. Ensure the procurement process is shown in detail (each step or task) in the project schedule.
  - vii. Show tasks to be completed by the Owner giving the Owner sufficient time to execute.

#### 12. Project Stakeholder Engagement

- a. Prepare a Stakeholder Engagement plan that includes the following:
  - i. Stakeholder name
  - ii. Title
  - iii. Group / Organization
  - iv. Role
  - v. Responsibility
  - vi. Classification
  - vii. Influence
  - viii. Expectations
  - ix. Strategies / Actions to Promote Engagement
  - x. Contact Information

Note: Where a process document is required in the above Project Management Plan, a process flow diagram must be included.

## APPENDIX 3

# PROJECT MANAGEMENT SPECIFICATIONS – DELHI DEVELOPMENT EXCLUSIONS

July 5<sup>th</sup>, 2024

The following work is **NOT** included in the Project Management Specifications, but the Development Consultant shall be capable to complete this work on a time and expense basis.

### 1. Project Integration Management

- a. Direct and Manage Project Work
  - i. Work associated with preparing for or executing any legal action (e.g. arbitration, civil litigation) in the resolution of a dispute with a supplier.
  - ii. Work associated with retaining legal advice (lawyer, arbitrator, etc.)
  - iii. Any work that is specified in a contract with a supplier. This includes planning, coordination, determining means and methods, quality inspections and reporting, etc.
  - iv. Work associated with processing over a total of 50 contract change orders within the project including all contracts.
  - v. Project Meetings
    1. Meetings with other stakeholders (e.g. County, County Council, Service Manager, Planning Dept, Building Dept, funders, etc.) as required exceeding eight (8) hours per month including (meeting preparation, coordination, and minuting the meeting).
- b. Manage Project Knowledge
  - i. Re-creation of information in the event of loss
- c. Monitor & Control Project Work
  - i. Any work that is specified in a contract with a supplier. This includes planning, coordination, determining means and methods, quality inspections and reporting, etc.
- d. Close Project
  - i. Contractor or Consultant deliverables that remain open after multiple (three (3) times) attempts at getting the contractor to deliver
  - ii. Any work related to rent-up of the residential units.

### 2. Project Scope Management

- a. Work defined as out of scope once the Project Management Plan is approved.
- b. Management of overhead (i.e. owner insurance, service contracts, human resources for property under development)

### **3. Project Schedule Management**

- a. Project Management Work as a result of delays by the consultants and the contractor that are not the direct result of the Project Manager not performing in accordance with the Project Management Plan.

### **4. Project Financial Management**

- a. Proforma
  - i. All changes beyond 25 revisions issued to the Owner including scenarios created to explore alternatives
- b. Project Cost Estimating
  - i. Preparation of costs estimates
- c. Project Budget
  - i. No exclusions
- d. Project Cost Tracking
  - i. No exclusions
- e. Project Funding
  - i. Coordinating a legal review and commentary on all funding agreements
  - ii. Legal services to review all funding agreement
- f. Project Expenditure Tracking
  - i. Exclude management and cost tracking of expense related transactions such as property taxes, insurance, lawn/snow maintenance, etc.

### **5. Project Quality Management**

- a. Actions / tasks required to address contractor performance / quality issues outside of weekly meetings

### **6. Project Communications Management**

- a. Preparation and presentation of special reports other than those identified
- b. Interim reports or standard reports at a frequency greater than that specified
- c. Tours of construction site and building under construction
- d. Media events and preparation for media events

### **7. Project Risk Management**

- a. Any risk assessment and mitigation work other than that described in the scope of work
- b. Securing insurance related to the project on behalf of HNHC, HNHC's board of directors and Norfolk County

### **8. Project Procurement Management**

- a. Procuring suppliers (def'n: organization delivering goods or services) other than those mentioned
- b. Legal services to review / revise procurement documents including contracts
- c. Work related to retaining or working with legal services
- d. Negotiation of pricing and/or terms and conditions
- e. Work and travel costs related to conducting visits for the purpose of reference checks to sites where procurement proponents have completed projects.

### **9. Project Stakeholder Engagement**

- a. Work related to execution of the stakeholder engagement plan
- b. Updating the stakeholder engagement plan

## **APPENDIX 2 – PROPOSAL CONTENTS AND SELECTION CRITERIA**

By submitting a proposal, proponents will confirm agreement that the contents of the Form of Proposal, the Terms of Reference (Appendix 1), and the General Conditions (Appendix 4) will form part of any resulting contract. A statement to this effect should be included in all proposals.

In addition, proponents are required to submit with their proposal signed copies of their Financial Proposal (Appendix 3). A signed conflict of interest declaration will be required from the successful proponent. These will also form part of any resulting contract.

### **Main Response Document**

The Response should contain the following items:

**Title Page** – Showing RFP number, the Proponents name, address, telephone and fax number, and a contact person who will act as the Proponent’s representative for post-submission communication.

**Letter of Introduction** – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this Request for Proposal This should contain the same signature as the person signing the submission forms.

**Table of Contents** – Include page numbers and identify all included materials in the Response submission.

### **Quality of Response**

- clear, concise, and understandable; and
- responded well to requirements.

### **Executive Summary**

The Proponents should provide a summary of the key features of the response.

### **Respondent Profile and Experience and Qualifications of the Proponent**

Proponents should have staff, organization, culture, financial resources, and market share to ensure their ongoing ability to provide the Services identified in this RFP including the ability to provide timely response and service to HNHC throughout the project life.

Proponents are to include the following information with respect to their Proposal:

1. Provide the background of the Proponent’s firm including:
2. date the company/franchise was established;
3. a copy of a certificate of incorporation

4. services currently offered;
5. staff resources (principle and support) and technical resources available;
6. major clients; and
7. a copy other pertinent corporate information

If applicable, a profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponents relationship to them (i.e., research, financing and so on).

The Proponent shall demonstrate specific knowledge of, and experience in performing similar work for work assignments of comparable nature, size and scope. In particular, the Proponent should demonstrate the following in its response:

1. Necessary skills, experience and expertise in providing the Services identified in this RFP, and, based on these skills, experience and expertise, how they will ensure that the proposed Services are appropriate for the terms identified in this RFP.
2. Experience of the Proponent (i.e. company) with completing similar work or providing similar services;
3. Proponent's experience working with Municipal Social Housing Providers and Funding providers in particular but limited to the Canada Housing And Mortgage Corporation "CMHC" National Housing Co-Investment Fund program.
4. Proponents shall provide two (2) references. Note that HNHC prefers references for solutions that are similar to the Services described in this RFP. For example, services for the municipal/public sector, work assignments of similar size, scale and complexity. Each reference should include:
  - a) the identity of the reference client organization;
  - b) a contact name and title, address and telephone number;
  - c) the size and nature of the client's business;
  - d) a description of the services provided;
  - e) the timing and duration of the Respondent's involvement with the client;
  - f) the services that were provided by the Respondent;
  - g) details regarding the scale of the services provided; and

In providing references, Proponents agree that HNHC may contact the individuals provided as part of the evaluation process. HNHC will make its own arrangements in contacting the references. Substitution of references will not be permitted after the closing date of the RFP.

### **Proposed Staff Team and Resources**

The Proponent shall demonstrate specific knowledge of, and experience in, performing work assignments of comparable nature, size and scope to those identified in this RFP document.

Proponents shall provide a list of core (principal) team members that will be working on HNHC work assignments, together with their professional qualifications. For each principal staff member expected to complete work for HNHC, provide:

1. a written summary/introduction which includes area(s) of expertise (including the nature of services performed and types of real estate the individual has experience with), and relevant qualifications;
2. résumés for proposed individuals are to be included as an Appendix to the Response.

Note: The Proponents shall submit signed consent forms authorizing the disclosure of personal information to HNHC, or its designated agent(s), for any resumes that are submitted, If not disclosed, the Proponent will accept all liability.

It is important that the proposed individuals who will work with HNHC on the work assignments individuals be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written approval of HNHC.

### **Work Process & Task Schedule**

Proponents shall provide a description of the methodology and work processes that are used. This process should illustrate the type of work process that the firm intends to employ when completing the outlined deliverables for HNHC.

Include comment on approach and methodology as it relates to working with a municipal steering committee for the development of a construction-ready affordable housing project.

Provide information on how, if the proposal is accepted, the social housing sector beyond HNHC might benefit, i.e., experience gained would benefit other social housing groups. Provide milestone time frames of completed development tasks, through to close out activities in which proponent can deliver the complete project.

Proponents should also address in their proposals the following information relating to the criteria for selection:

#### **1. Experience and Qualifications of the consultant or consulting team:**

Include:

- Résumé(s) for the individual or individuals who will be providing the service directly.
- If more than one individual is involved, identification of the person who will have full responsibility for the work and for liaison with HNHC.
- Identification of specific experience that relates to the various aspects of the Terms of Reference. Proponents must have a minimum of ten years of related experience.
- Identification of tasks to be sub-contracted (if any), including sub-contractor information (e.g., contact information, relevant work experience, etc.)



- **Because of the complexity of developing a viable affordable housing development in the current climate, it is essential that proponents demonstrate that, within the last 5 years, they have assisted a non-profit group or public housing provider (LHC or municipal government) in developing an affordable housing proposal. The group must have successfully completed the proposal.**
- Proponents must clearly detail their understanding of the Canada Mortgage and Housing Seed Funding program and their experience in successfully obtaining funding and financing under this program for their proponent.
- A reference contact for each comparable project identified.
- Other references if desired.
- If the proposal is from an individual (as opposed to a company or organization) an acknowledgement that no employer/employee relationship is being created.

## **2. Understanding Requirement:**

Provide information relating to understanding of the social housing sector, including council decision making processes, and of the housing development process, including feasibility and pre-development phases and financing mechanisms as well as planning / technical issues.

## **3. Approach and Methodology:**

Provide information relating to the proposed approach to providing the services detailed in the Terms of Reference.

"Please explain in detail your comprehension of the intent, scope and challenges (Statement of Understanding) for the each of the following items:

- a. Understanding of the RFP requirements, including but not limited to the Scope of Work.
- b. Understanding of objectives of review and coordination of input from wide range of stakeholders.
- c. Methodology and approach you will undertake to satisfy the requirement of timeline based on immediate actions/implementable in phases.
- d. Identification of opportunities you will provide to undertake the study".

Demonstrate how your firm has sufficient knowledge, capacity and resources to meet HNHC's needs as outlined in Appendix 1 – Terms of Reference.

Describe your proposed approach to consulting stakeholders, using both traditional and innovative means.

Describe your techniques that will be used to address particular issue/problem such as objection from HNHC stakeholders, etc.

Describe risks and opportunities HNHC will likely encounter, and techniques to be used to address these.

Describe any value-added services to be provided that were not specifically requested by HNHC but are within the scope of this RFP.

#### 4. Project Management

Describe the Project Management processes you will utilize to satisfy HNHC requirements.

"Describe a work plan setting out how you would ensure that the work will be assigned and performed such that quality, cost effectiveness and adherence to budgets will be achieved.

Your work plan should also set out proposed response times and any communication and co-ordination procedures that you propose.

Describe your proposed schedule to complete the project, including general timeline outlining specific tasks to be completed in the form of a schedule and/or Gantt chart.

Describe your quality control/assessment method and approach to satisfy TCHC requirements.

Describe your key milestones and critical path milestones for each focus area of implementation.

#### 5. General Information

All Consultants are required to familiarize themselves with the complete requirements of this ***Request for Proposal*** and to satisfy themselves as to any and all details that may arise prior to the submission of said proposal, including implementation of any proposal that is accepted.

Submitting firms must identify any and all Sub-Consultants to be used during the contract in writing within the body of the Proposal. Sub-Consultants will be evaluated using the same criteria as that used for the Submitting Firm.

In preparation of the consulting fees to be provided as part of this proposal, a summary quotation for each particular Phase shall be provided. Allowances should also be carried for a specified number meetings per month (8 hours per month), including meeting preparation, coordination, and minuting the meeting. Allowances for disbursements required by the submitting firm shall be included within the structure of the Proposal.

Electronic data files shall be prepared, submitted to and become the property of the Haldimand Norfolk Housing Corporation upon completion of assignment. These will become public information and may be posted on the Municipal website.

The successful firm shall maintain and provide to HNHC, at the time of execution of the Contract, a Certificate of Insurance for liability, vehicles.

Errors and omissions insurance to a minimum of \$2,000,000 coverage to be included with Form of Proposal – Step One.

#### 6. Evaluation Criteria

## Selection Rating:

- |   |     |
|---|-----|
| 1. Experience and qualifications of the Project Team:         | 25% |
| 2. Management qualifications:                                 | 25% |
| 3. Project Implementation, Schedule & Anticipated Deliveries: | 25% |
| 4. Price:   | 25% |

Ability to sign a conflict of interest declaration is a requirement, not a ratable item.

The RFP Selection Committee will review all proposals and evaluate based on the above criteria. Proponents may be invited to attend a formal presentation to the Committee to provide clarification on their proposal.

For a more detailed description of the evaluation criteria see below.

### 6.1 Company Experience

Proponents shall demonstrate the capability, capacity and experience of the organization to provide services described in the Terms of Reference. Proponents shall provide the following information:

#### Proponent Company Background

- Number of years in business
- Copy of certificate of incorporation
- Services currently offered
- Staff resources (principle and support) and technical resources available
- Dealing with municipal Housing Providers (provide examples of new housing development and a list of major clients)
- Amount of experience (>10 yrs. for firm) and depth of experience (average years of experience of personnel)
- Expertise/knowledge of Social Housing Development

### 6.2 Resources of the Firm (Scope)

Proponents shall demonstrate the capability, capacity and experience of the organization to provide services described in the Terms of Reference. Proponents shall provide the following information:

- capability to handle several projects at one time (comprehensive service)
- Experience with completing similar work or providing similar services
- breadth of activity/range in Social Housing multi residential/mixed use development.
- technological resources of firm and network of contacts

### **6.3 Services Provide by the Firm**

Proponents shall demonstrate the capability, capacity and experience of the organization to provide services described in the Terms of Reference. Proponents shall provide the following information:

- Illustrate the type of work process that the firm intends to employ when completing the outlined deliverables.

### **6.4 Staffing Qualifications**

Proponents shall demonstrate the capability, capacity and experience of the team to provide the quality of services described in the Terms of Reference. For each of the proposed staff member expected to complete work for HNHC, provide the following:

- A written summary/introduction which includes area of expertise and relevant qualifications
- Resumes for proposed individuals
- Affiliations & Memberships in relevant to new multi residential development

### **6.5 Demonstrated Success of Firm**

Proponents shall demonstrate the capability, capacity and experience of the organization to provide services described in the Terms of Reference. Proponents shall provide the following information:

- Multi residential/mixed use development examples with total development budgets vs actuals
- reputation and prominence in the Social Housing Development Space.

### **6.6 Experience by the Firm working with and securing funding in Social Housing Provider multi residential developments**

Proponents shall demonstrate the capability, capacity and experience of the organization to provide services described in the Terms of Reference. Proponents shall provide the following information:

- Experience and success working with the Canada Housing and Mortgage Corporation National Housing Strategy Co-Investment Fund Program.
- Experience with other Unique or special purpose Funding providers.

### **6.7 Execution & Delivery**

Proponents shall demonstrate a proposed task schedule of the complete project including all tasks, milestones, and anticipated dates from the time of contract award.

## **The minimum overall Benchmark is 75**

### **7.0 Optional Interviews**

- 7.1** Haldimand Norfolk Housing Corporation, at its sole discretion, reserves the right to conduct interviews with Proponents. The interviews will be held for the sole purpose of which will be to verify the scores which the Evaluation Team has applied to those Proponents being interviewed. The interviewers will ask questions relating to the criteria set out in the RFP Documents, and the Proponent's Proposal. Proponents are not permitted to present any information not previously included in their Technical Proposal.
- 7.2** The Proponent's project lead and key members of the project team, as named in the Proposal submission must be in attendance at the interview. Proponents shall keep the number of presenters to the interview to no more than three people.
- 7.3** No scoring will be given directly to the interview. The Evaluation Team will consider its prior scoring of the Proposals and adjust any, all, or none of the criteria up or down as the Evaluation Team agrees in consensus.
- 7.4** Any interviewed Proponent falling below the Benchmark will not move on. All interviewed Proponents whose scores remain at or greater than the Benchmark will be considered in the scoring and selection process evaluation team.

## APPENDIX 3 – CONSULTANT’S FINANCIAL PROPOSAL – REQUIRED FORMAT FORM OF PROPOSAL

- Note 1:** Proposals will be disqualified if they contain financial proposals that are not as prescribed in this Appendix.
- Note 2:** All prices must be quoted exclusive of G.S.T., if applicable, but inclusive of P.S.T. if applicable.

The Consultant agrees to provide services in accordance with the Terms of Reference in Appendix 1, based on the following:

1. Fees will be split between the feasibility phase, pre-construction phase, construction procurement phase, construction phase, post construction phase with starting dates and duration of each phase set for the project as prescribed in the Task Schedule.

The Consultant is required to provide a quote for each phase using the price quote submission form in Appendix 3. A staff fee schedule is also required to identify fees associated with the applicable staff.

**NOTE:** Some proponents may have in-house resources to complete actual misc. consultant tasks such as a traffic study, quantity surveyor, stormwater management, materials/soils testing, electrical engineering etc. Rather than procure and manage them as required in the terms of reference. DO NOT include fees to actually execute these services. These services or tasks, if provided by the proponent in-house, can be negotiated outside of this agreement.

The Consultant will bill monthly, providing a summary of services provided.

Deliverables for each phase are also prescribed in the Task Schedule.

2. The fee scale quoted is to include all the normal expenses involved in undertaking the work including travel related to the project, office space and expenses, etc. For specific exceptional expenses related to a HNHC requirement e.g.: for unanticipated exceptional out of town travel, out of pocket expenses may be claimed subject to prior written agreement from HNHC.
3. Payments will be made monthly based on the following:
  - Invoices are submitted via email to [ksullivan-swick@hnhousing.ca](mailto:ksullivan-swick@hnhousing.ca), Kerri Sullivan-Swick, Contracts Coordinator allowing at least 4 weeks for processing and payment.
  - Invoices clearly state the project for which the claim is being made and a summary of the work completed in the previous month.
  - The Haldimand Norfolk Housing Corporation agrees that the payment is appropriate based on the contract.
4. Provide an hourly rate that would apply should HNHC direct the Consultant to undertake services, which are in addition to a contract relating to a specific project.

### APPENDIX 3

Price Quote Submission Form

Development Consulting Services

Revision 1.0

	Phase I	Phase II	Phase III	Phase IV	Phase V
SPECIFICATION DESCRIPTION	FEASIBILITY	PRECONSTRUCTION	CONTRACTOR PROCURMENT	CONSTRUCTION	POST CONSTRUCTION
	(Procure consultant to SPA)	(Design Development to tender docs) (Incl. CMHC, Business Plan, Municipal Approvals)	(Tender complete and up to award)	(Award of contractor to occupancy)	(Occupancy to Project Close)
1. Project Integration Management					
2. Project Scope Management					
3. Project Schedule Management					
4. Project Financial Management					
5. Project Quality Management					
6. Project Communication Management					
7. Project Risk Management					
8. Project Procurement Management					
9. Project Stakeholder Engagement					
<b>TOTAL (\$)</b>					
<b>GRAND TOTAL (\$)</b>					

**INSERT APPENDIX 3**

**PRICE QUOTE SUBMISSION FORM HERE**



## **APPENDIX 4 – INSTRUCTIONS TO PROPONANTS & GENERAL CONTRACT CONDITIONS**

### **1. Proposal Validity:**

Proposals will remain valid and open for acceptance by HNHC for a period of sixty (60) calendar days, following the deadline for receipt of proposals.

### **2. Status of the Consultant:**

The proponent awarded the contract will be engaged as an independent contractor for the sole purpose of performing the work described in the Terms of Reference (Appendix 1). Neither the Contractor nor anyone engaged by the contractor is an employee, servant, or agent of HNHC.

### **3. Amendments:**

No amendment to the contract will be binding unless it is incorporated into the contract by written amendment executed by the authorized representatives of HNHC and the Consultant.

### **4. Conduct of the work:**

The consultant represents and warrants that it is competent to perform the Work as described in the Terms of Reference (Appendix 1), including the appropriate knowledge, skills and experience as well as the ability to apply these qualifications in the context of social housing development.

The Consultant represents and warrants that it will carry out the work efficiently and diligently and in a manner that conforms fully to the Terms of Reference (Appendix 1).

If the Consultant is asked to undertake work perceived by the Consultant to be outside the Terms of Reference (Appendix 1), the Consultant will identify this immediately to HNHC, and will not undertake the work in contention until the situation is resolved.

The Consultant will supply all materials necessary for the conduct of the work, including office space and related equipment.

### **5. Compliance with Applicable Laws:**

The Consultant will comply with all applicable laws.

### **6. Subcontracting:**

The Consultant will obtain HNHC's written consent before subcontracting or permitting the subcontracting of any of the work. In any subcontract the Consultant will, unless HNHC otherwise agrees in writing, ensure that the subcontractor is bound by the terms and conditions of the contract.

## **7. Replacement of Personnel:**

When specific persons have been named in the proposal and in the contract as the persons who will perform the work, the Consultant will supply the services of the named persons unless unable to do so for reasons beyond its control. In the event that the Consultant is unable to provide the services of the named person(s), it will provide notice in writing to HNHC, including details of the qualifications of any proposed replacement. The replacement must be acceptable to HNHC.

## **8. Assignment**

The contract may not be assigned in whole or in part, by the Consultant, without the prior consent in writing of HNHC. Any assignment made without such consent is void and of no effect.

No assignment will relieve the Consultant of any responsibility under the contract or impose any liability on HNHC, unless agreed to in writing by HNHC.

## **9. Time of the Essence:**

Time is of the essence for the contract.

## **10. Confidentiality**

All information provided to, or obtained by, the Consultant in the course of the work will be treated by the Consultant as confidential and not disclosed to third parties except as agreed by HNHC in writing in advance.

## **11. Title:**

The product of the work, including any documentation prepared by the Consultant, is the property of HNHC. The Consultant may use the product of the work for other purposes only with the written consent of HNHC.

The vesting of title to the product of the work with HNHC does not constitute its acceptance by HNHC as meeting contractual requirements.

## **12. Copyright:**

HNHC shall have the sole ownership of copyrights to all materials produced under the contract. Reproduction of any documents or other data for use by anyone is forbidden, without express permission in writing by HNHC.

## **13. Indemnity Against Third-Party Claims:**

The Consultant shall indemnify and save harmless HNHC, its employees and agents, from and against any damages, costs or expenses, or any claim, action, suit or other proceeding

which they or any of them may at any time incur or suffer as a result of or arising out of any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the work or any part thereof, and an liens, attachments charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by HNHC.

#### **14. Royalties and Infringement:**

In this section, “Royalties” includes license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and any costs or expenses incurred as a result of the exercise by any person of Moral Rights.

The Consultant shall indemnify and save harmless HNHC and its employees and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the contract or the use or disposal by HNHC of anything furnished by the consultant under the contract.

HNHC shall indemnify and save harmless the Consultant and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the use by the Consultant in performing the contract of equipment, specifications or other information not prepared by the Consultant and supplied to the consultant by or on behalf of HNHC, provided that the Consultant notifies HNHC immediately of any such claim, action, suit or other proceeding; but HNHC shall not be liable to indemnify or save harmless the Consultant for any payment of any settlement unless HNHC has consented to the settlement.

#### **15. Default by the Consultant:**

Where the Consultant is in default in carrying out any of its obligations under the contract, HNHC may, upon giving written notice to the consultant, terminate for default the whole or any part of the contract, either immediately or at the expiration of a period specified in the notice during which the Consultant may remedy the default to the satisfaction of HNHC.

Where the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to the bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding up of the Consultant, HNHC may, upon giving notice to the Consultant, immediately terminate for default the whole or any part of the contract.

Upon the giving of any notice provided for herein, the Consultant shall have no claim for further payment other than as provided in this section, but shall be liable to HNHC for any amounts, including milestone payments, paid by HNHC, and for all losses and damages which may be suffered by HNHC by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by HNHC in procuring the

work from another source. The Consultant agrees to repay immediately to HNHC the portion of any obligation of HNHC under the law to mitigate damages.

**16. Termination for Convenience:**

Notwithstanding anything contained in the Contract, HNHC may, at any time prior to completion of the work, by giving notice to the Consultant, terminate the contract as regards all or any part of the work not completed. Upon a termination notice being given, the Consultant shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the work as are not affected by the termination notice. HNHC may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the work not terminated by any previous termination notice.

**17. Conflict of Interest:**

HNHC may, at its discretion, withhold the award of contract to a proponent who does not satisfy HNHC's conflict of interest requirements. Details will be provided to the successful proponent.

If during the course of the contract, the Consultant becomes subject to a conflict of interest as outlined in HNHC's Conflict of Interest Policy, the Consultant is required to inform HNHC immediately and may be required to remove the conflict of interest, or the contract may be terminated, at the discretion of HNHC. Such termination will not take place prior to discussion with the Consultant of options for resolving or removing the conflict.

**18. Notice:**

Any notice shall be in writing and may be delivered by hand, courier, registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective immediately following hand, courier, email or fax delivery or five days from the date of mailing.

**19. Survival:**

All of the Consultant's obligations of confidentiality and all of the Consultant's representations and warranties set out in the contract, as well as the provisions concerning indemnity against third party claims, royalties and infringement, intellectual property rights and accounts and audit shall survive the expiry of the contract or the termination of the contract for default, for convenience, or by mutual consent, as shall any other provision of the contract which, by nature of the rights or obligations set out therein, might reasonably be expected to be intended to survive.

**20. Entire Agreement:**

The contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations,

communications, and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the contract. There are no terms, covenants, representations, statements or conditions binding upon the parties other than those contained in the contract.

## **21. Award:**

The award of any contract will be subject to the approval of the Development Consultant RFP selection committee, and HNHC Board of Directors.. The anticipated date of award for this project is **Friday, August 16<sup>th</sup>, 2024**. Completion of the project is estimated to follow the draft project task schedule, at a minimum as illustrated in Appendix 5.

## **22. Accounts and Audit:**

The Consultant shall keep proper accounts and records of the cost to the Consultant of the work and of all expenditures and commitments made by the Consultant in connection herewith, and shall keep all invoices, receipts and vouchers relating thereto.

## **23. HNHC's Rights**

HNHC reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interest of the HNHC to do so. In particular, if only one Proposal is received, the HNHC reserves the right to reject it.

In particular, the HNHC reserves the right to reject a Proposal from any person or corporation with whom the HNHC is in litigation.

By submitting a Proposal, the Bidder acknowledges that it shall have no claim against or entitlement to damages, from the HNHC by reason of the HNHC's rejection of its Proposal or all Proposals.

## **24. Cost of Proposal Submissions**

The Bidder is responsible for all and any costs associated with the preparation and submission of the Proposal. The HNHC will not be liable to pay any such costs or reimburse the Bidders in the event the HNHC decides to reject all Proposals.

## **25. Late Submissions**

Any submissions made after the date and time that has been set herein for submission will be rejected and returned to the Bidder unopened.

## **26. Information Indicative Only**

The information that is provided in this RFP is indicative only. Through the review of the Proposals and subsequent finalization of an agreement with the successful Bidder, HNHC reserves the right to request further information or clarification of information.

HNHC reserves the right to request new or additional information regarding a Bidder and any individuals or other persons associated with a response.

## **27. Confidentiality**

Bidders should be aware that the HNHC is subject to the provision of the Municipal Freedom of Information and Privacy Protection Act (MFIPPA) as amended. If the Bidder does not want the documents that are submitted in response to this RFP to be made available to the public, the Bidder must indicate that the documents are submitted in confidence and the documents contain trade secrets, technical, commercial, financial or labour relations information that disclosure of the documents could reasonably be expected to result in harm, as specified in Section 10 of the Municipal Freedom of Information and Privacy Protection Act.

While the HNHC will endeavour to maintain the confidentiality of all such information, the Bidder must realize that such information may well become public or be disclosed through a number of ways, for example, as a result of MFIPPA and at all times due to the need for transparency and accountability in decisions made by HNHC in retaining outside firms of any kind. HNHC shall not be liable if any such confidential information becomes public or is disclosed.

## **28. Conditions – Other**

The RFP is also subject to the following conditions:

HNHC will not accept responsibility for any delays or costs associated with any reviews or approval processes or with the implementation of any mitigating measures;

Bidders are responsible for obtaining their own independent financial, legal, accounting, engineering, technical and other expert advice;

Any written information received by HNHC from a Bidder pursuant to a request from HNHC as part of this RFP process shall be considered as an integral part of the response;

Submissions that are incomplete or illegible or contain reservations or irregularities of any kind may be rejected.

If any Bidder is incorporated, the company must properly execute the response by authorized signature(s) under corporate seal. In the absence of a corporate seal, an affidavit or other evidence as to the authority of the signatory or the statement "I/We have authority to bind the corporation" under the authorized signature(s) may be accepted, if satisfactory to staff of HNHC. In all cases the name and office of the signatory must be indicated under the signature. If the Bidder is an individual, the signature must be duly witnessed.

The data, information and assumptions provided herein have been compiled from sources believed to be reliable and accurate. HNHC, however, specifically disclaims any responsibility or liability for the accuracy or completeness of such data,

information or assumptions or any data or information that HNHC may provide in the future. A Bidder, prior to submitting its response, shall be solely responsible for making any enquiries necessary to satisfy itself and verify all information upon which reliance shall be made.

HNHC staff, in its sole and absolute discretion, may discuss or negotiate with any Bidder, the terms and conditions of its response without any obligation to other Bidders and without giving rise to any rights of other Bidders to amend or negotiate their response.

The HNHC will not have any obligation to notify any of the Bidders of discussions or negotiations with any other Bidder, to invite amended responses from any other Bidders, to disseminate other information disclosed to any one Bidder, or to approve a further submission made as a result of such information.

In the event of any discrepancies appearing, or differences of opinion, misunderstanding or dispute arising between the Bidder and HNHC respecting the intent or meaning of this RFP, or accompanying documents, or as to any omission therefrom or misstatements therein, the decision and interpretation of HNHC shall be final and binding upon all parties. There shall be no review or appeal of such decision.

The proposal may be awarded in its entirety or by Feasibility Phase or Pre-development Phase; whichever is deemed financially feasible.

Bidders shall not claim at any time after submitting their responses that there was any misunderstanding in regard to conditions at the property, or of conditions to be imposed pursuant to any documents to be entered into by the successful Bidder(s).

### **30. BANKRUPTCY**

In the event that, during the duration of the agreement, the Bidder makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, this agreement shall immediately be terminated, and HNHC shall be entitled to enter into an agreement with another party without the consent of the Bidder.

### **31. ASSIGNMENT**

The Bidder shall not assign this agreement, or any of the rights hereby granted, without prior written approval of HNHC.

### **32. W.S.I.B.**

Certificates of good standing from the Workplace Safety and Insurance Board will be required before commencement of work and before final payment is made.

### **33. INSURANCE**

The Bidder shall provide HNHC, upon execution of this agreement by the Bidder, with a Certificate of Insurance indicating proof of Comprehensive General Liability Coverage

in the amount of not less than \$2,000,000 (Two-Million dollars). The Certificate shall state that the policy contains a clause adding the HNHC as an Additional Insured, with a waiver for a cross-liability. The Certificate shall indicate that the policy will not be cancelled or changed without first giving HNHC thirty (30) days prior written notice. The Bidder shall also maintain such fire and theft insurance or self-insure as will provide adequate coverage for the loss by burglary, fire or theft of any stock or equipment of the Bidder upon HNHC premises. In addition, the bidder must include insurance against liability for bodily injury and property damage caused by vehicles owned by the Bidder and used in conjunction with the work either within or outside the proposal's limits, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Bidder and used on the work. Each such insurance shall have a limit of liability of not less than \$2,000,000 inclusive for any one occurrence.



# INSTRUCTIONS TO PROPONENTS

## Request for Proposals

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**These Instructions define your obligations and limit your rights.**  
**Failure to follow the instructions may result in the disqualification of your Proposal.**  
**Read carefully.**

## **1. Interpretation**

- (1) In this RFP, the Contract and the Contract Documents, unless expressly provided otherwise, the following definitions shall apply:
- (a) “Addendum” and “Addenda” means a written addendum or addenda issued with respect to this RFP;
  - (b) “Benchmark” means the minimum required score by category and by overall score of a Proponent’s Proposal in order to proceed to optional interview or selection deliberations of the evaluation process. For this RFP, the overall Benchmark shall be **75** marks out of **100** marks;
  - (c) “Business Day” means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by Law to be closed or any other day on which the administrative offices of Haldimand Norfolk Housing Corporation are closed;
  - (d) “HNHC” means Haldimand Norfolk Housing Corporation and includes any of its designated employees, officials or agents who are engaged to represent HNHC in its capacity as Owner of the Project and also includes an employee designated to exercise a discretion on behalf of HNHC. HNHC shall be deemed synonymous with “Haldimand Norfolk Housing Corporation”;
  - (e) “HNHC’s Representatives” includes Haldimand Norfolk Housing Corporation board members, officers and employees, and those agents, representatives, Independent Consultant and other persons expressly authorized by Haldimand Norfolk Housing Corporation to act on its behalf, excluding the Successful Proponent and its Sub-Contractors;
  - (f) “Closing Time” means the deadline by which to submit Proposals for this RFP set out in the RFP Notice, as may be amended by Addendum or other written notice of Haldimand Norfolk Housing Corporation;
  - (g) “Contract” means the contract arising upon the acceptance of a Proposal and award of the Contract by Haldimand Norfolk Housing Corporation in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Successful Proponent;
  - (h) “Contract Documents” means those documents as set out in section 1 (3) of these Instructions to Proponents;
  - (i) “Default” means any act or event of default as contemplated in section 52 of these Instructions to Proponents;

- (j) “Disbursements” means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of Services pursuant to, or required by, the Contract which include, but are not limited to, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licences, fees, levies, permits and approvals, mileage, accommodations, telephone and other communication device charges (including long distance charges), transportation and fuel charges, postage and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the Project in accordance with the Contract, provincial certificate of approval fees for air and noise, municipal building and related permit fees. All anticipated and foreseeable Disbursements are to be accounted for in the lump sum Total Contract Price. No additional Disbursements will be paid by Haldimand Norfolk Housing Corporation, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance and in writing by Haldimand Norfolk Housing Corporation.
- (k) “Evaluation Team” means a team consisting of members of Haldimand Norfolk Housing Corporation staff and, where considered appropriate by Haldimand Norfolk Housing Corporation in the exercise of an absolute discretion, Independent Consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;
- (l) “Form of Proposal” means the Form of Proposal set out in Form of Proposal section to this RFP comprising of, namely, the “Form of Proposal – Technical Proposal” and the “Form of Proposal – Cost Proposal”;
- (m) “Form of Proposal – Cost Proposal” may include the “Schedule of Prices”;
- (n) “Goods” means any item of tangible personal property or computer software and, without limiting the generality of the foregoing, includes deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- (o) “Independent Consultant” means any consultant, other than the Successful Proponent, retained by Haldimand Norfolk Housing Corporation to advise and/or perform services on the behalf of Haldimand Norfolk Housing Corporation with respect to the Project;
- (p) “Interlineation” means, for the purposes of Article 3(1)(h), the act of writing between the lines of the document, to add something to the pre-printed text of the Form of Proposal.
- (q) "Law" means all statutes, Laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives, policies and controls of the municipal, provincial, and federal governments and any other Lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction;

- (r) “Project” means the supply and delivery of Goods, the delivery and performance of any Services and the completion of the Work in whole or in part as contemplated in the Proposal;
- (s) “Project Manager” means the person designated by Haldimand Norfolk Housing Corporation to manage the delivery or performance of the Services to which the RFP relates, or to oversee the Project and/or Haldimand Norfolk Housing Corporation’s obligations under the Contract and when there is no such designate appointed by Haldimand Norfolk Housing Corporation, Haldimand Norfolk Housing Corporation shall be the Project Manager;
- (t) “Proponent” means any person submitting a Proposal in response to this RFP;
- (u) “Proposal” means a proposal made by a Proponent in response to this RFP;
- (v) “Proposal Submission Information” means the submission requirements and evaluation and selection process information for Proposals contained in this RFP;
- (w) “RFP” means this Request for Proposals including the Communications Notice, RFP Notice, the Instructions to Proponents, the Proposal Submission Information, the Special Provisions, the Form of Proposal – Technical Proposal, the Form of Proposal – Cost Proposal and Schedules, the Terms of Reference, and any other Appendices and all Addenda to the RFP together with all other documents expressly forming part of the RFP for this Project (also collectively referred to as “RFP Documents”);
- (x) “Services” means a service of any description whether commercial, industrial, trade, or otherwise and includes, without limitation:
  - (i) all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in works and Goods, as contemplated by this RFP;
  - (ii) all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for such Projects, to properly and fully complete the Project and perform the undertakings contemplated in the Contract;
  - (iii) all incidentals necessary for proper, diligent and satisfactory execution of the Services and the fulfillment of all other contractual obligations and undertakings of the Successful Proponent under the Contract;
- (y) “Sub-Contractor” is a person or entity having a direct contract with the Successful Proponent to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of Haldimand Norfolk Housing Corporation;
- (z) “Successful Proponent” means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by Haldimand Norfolk Housing Corporation;

- (aa) "Supply" means the supply of a Good or Service, and
- (i) in relation to a Good, includes the sale, rental, lease or other disposition or provision of the Good or an interest therein or a right thereto, or an offer so to dispose of the Good or interest therein or a right thereto, and
  - (ii) In relation to a Service, includes the sale, rental or other disposition or provision of the Service or an offer so to provide a service;
- (bb) "Taxes" or "Value Added Taxes" means such sum as shall be levied upon the Total Contract Price by the Federal or Provincial or Territorial Government and is computed as a percentage of the Total Contract Price and includes the Goods and Services Tax, the Ontario Retail Sales Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Proponent by the tax legislation;
- (cc) "Total Contract Price" means the fully inclusive, all-in total contract price, constituting the sum of all costs quoted by a Proponent in its Proposal with respect to the Project, Work or Supply,
- 1. including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs; but
  - 2. excluding any options or alternatives requested in the Contract Documents that Haldimand Norfolk Housing Corporation elects not to purchase; and
  - 3. excluding Taxes or other applicable sales or value added taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein.
- (dd) "Unit Price" means any unit price or other component of the Total Contract Price;
- (ee) "Work" means the total performance and related services required to complete the Project and include all incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all contractual obligations and undertakings. Where for any reason Haldimand Norfolk Housing Corporation elects to terminate work on the Project (or otherwise discontinue such work for an indefinite period) before final completion, the Work and Project shall be deemed to be limited to that portion of the same as has been completed up to and including the time of termination.
- (2) Where in this RFP a reference is made to the express written agreement of Haldimand Norfolk Housing Corporation, it shall be understood that Haldimand Norfolk Housing Corporation shall not be deemed or construed to have agreed to any stipulation, specification, exclusion, limitation or other term or condition set out in a Proposal that deviates from a provision set out in any of the RFP Documents, unless that deviation is expressly confirmed in a written and express amendment to that agreement.

- (3) In the event of a conflict or inconsistency between, or an omission or ambiguity with respect to, any term(s), condition(s) or provision(s) contained in any of the following Contract Documents, the term(s), condition(s) or provision(s) contained in the following documents shall apply and prevail in the following successive order of priority to the extent of such conflict, inconsistency, omission or ambiguity or incongruity:
- (a) any Addenda to this RFP;
  - (b) any supplementary conditions (if any)
  - (c) Proposal Submission Information;
  - (d) terms of reference;
  - (e) any contract drawings
  - (f) Supplementary Instructions (if any)
  - (g) Special Provisions (if any);
  - (h) Instructions to Proponents;
  - (i) Form of Proposal (Step 1);
  - (j) Form of Proposal - Cost Proposal (Step 2);
  - (k) the sample Contract (if any);
  - (l) any other documents that form a part of the Request for Proposals;
  - (m) Successful Proponent's Proposal, as accepted by Haldimand Norfolk Housing Corporation.
- (4) Notwithstanding subsection 1(3) of these Instructions to Proponents, in the event of conflict between any of the provisions of the Contract Documents, the provision most favourable to Haldimand Norfolk Housing Corporation, in Haldimand Norfolk Housing Corporation's determination, shall prevail and apply.
- (5) Haldimand Norfolk Housing Corporation shall not be bound by any oral representation or communication whatsoever, including but not limited to any instruction, amendment or clarification of these Instructions to Proponents or any of the Contract Documents, or any information, advice, inference or suggestion, from any person (including but not limited to an elected official, board member, employee, agent, Independent Consultant or representative of Haldimand Norfolk Housing Corporation) concerning a Proponent's submissions, the RFP, the Contract Documents, the proposed Contract or any other matter concerning the RFP or Project. In addition, Haldimand Norfolk Housing Corporation shall not be bound by any written representation whatsoever concerning a Proponent's submissions, the RFP, the Contract Documents, the proposed Contract or any other matter concerning the RFP or Project unless executed by the person designated and authorized in accordance with the Contract Documents or in accordance with a direction or authorization of HNHC's Board of Directors.
- (6) In these Instructions to Proponents and in all of the Contract Documents, unless the context otherwise necessitates,
- (a) a word importing the masculine, feminine or neuter gender only includes

members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;

- (b) a reference to any Law or to a provision thereof shall be deemed to include a reference to any Law enacted in substitution thereof or amendment thereof;
- (c) the headings to each section are inserted for convenience of reference only and do not form part of the Contract;
- (d) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants;
- (e) all amounts are expressed in Canadian dollars and to be secured and payable in Canadian dollars;
- (f) all references to time shall be deemed to be references to current time in Simcoe, County of Norfolk;
- (g) Any words and abbreviations, which have well-known professional, technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

## **2. Nature of the RFP**

- (1) The RFP constitutes an invitation to Proponents describing the intent, purpose, requirements and concerns of Haldimand Norfolk Housing Corporation and prescribes how Proponents are to respond to this RFP.
- (2) This RFP may contain a general description of Haldimand Norfolk Housing Corporation's requirements, including location constraints, information on space requirements, performance requirements and other technical specifications, warranty and maintenance requirements and other factors that Haldimand Norfolk Housing Corporation intends to take into account in the award of the Contract.
- (3) These Instructions to Proponents, the Proposal Submission Information and other RFP Documents explain how Proponents are to submit Proposals and address certain legal requirements and implications relating to the Proposal process and Contract and summarize how the Contract will be concluded.
- (4) Without limiting any other right or privilege of Haldimand Norfolk Housing Corporation contained in the RFP, the following rules shall govern the evaluation of Proposals:
  - (a) HNHC may consider the full range of options, amenities and enhancement features offered by a Proponent when awarding the Contract. HNHC shall be the sole judge as to whether the added value offered in respect thereof justifies any additional expenditure. This RFP may be subject to possible cost constraints, which HNHC shall not be obliged to disclose to any Proponent, which may rule out the selection of a Proposal. While HNHC shall not be obligated to consider optional features, no optional features will be considered by HNHC unless the



Proponent's submission fully complies with the RFP in all respects.

- (b) HNHC reserves the right to award the Contract based solely upon considerations of Total Contract Price, or Total Contract Price with Options, or upon performance, technical, warranty, maintenance, compatibility and other considerations contained in section 22 (Reserved Privileges of Haldimand Norfolk Housing Corporation) and section 24 (Record and Reputation), or any combination thereof, as HNHC considers it in its best interests to do so.
- (c) Where compliance with any specified criteria is stated to be a condition precedent to the award of the Contract, that condition shall be deemed to be for the exclusive benefit of Haldimand Norfolk Housing Corporation, which may elect to waive that condition in its absolute discretion, and Haldimand Norfolk Housing Corporation shall not be liable to any person by reason of so doing.
- (d) Based upon the evaluation criteria set by Haldimand Norfolk Housing Corporation, all compliant Proposals shall be evaluated, and a recommendation may be made to HNHC's Tender Evaluation Committee to award the Contract to the Proponent whose Proposal best satisfies the criteria that have been established by Haldimand Norfolk Housing Corporation, but where Haldimand Norfolk Housing Corporation for any reason in its sole discretion decides that all Proposals received were unsatisfactory, or that the terms and conditions set out in the RFP or an Addendum cannot be realized with that Proponent whose Proposal best satisfies the criteria that have been established by Haldimand Norfolk Housing Corporation, then Haldimand Norfolk Housing Corporation reserves the absolute right, as it sees fit,
  - (i) to revise and reissue the RFP;
  - (ii) to cancel the RFP,

And in no such case shall any person have any legal claim or recourse against Haldimand Norfolk Housing Corporation and Haldimand Norfolk Housing Corporation's representatives on any ground whatsoever. The exercise of a right by Haldimand Norfolk Housing Corporation shall not preclude the exercise by Haldimand Norfolk Housing Corporation of any other right.

- (e) The Proposals will be evaluated based on the criteria listed in this RFP and/or any Addendum or Addenda thereto. Unless a specific weighting is indicated in this RFP or any Addendum or Addenda thereto,
  - (i) Haldimand Norfolk Housing Corporation may give such weighting to each of the identified criteria as Haldimand Norfolk Housing Corporation considers appropriate; and
  - (ii) It is within the exclusive discretion of Haldimand Norfolk Housing Corporation to determine which of the features specified by a Proponent and any other features specified in the RFP or any Addendum or Addenda thereto offers Haldimand Norfolk Housing Corporation the best value for

money.

Subject to the foregoing, the criteria for the evaluation of Proposals shall be as specified by Haldimand Norfolk Housing Corporation from time to time, and Haldimand Norfolk Housing Corporation shall be the sole authority to determine how those criteria are to be interpreted and applied, and the weighting to be given to each criterion, if any.

- (f) The Evaluation Team may include such members of Haldimand Norfolk Housing Corporation's staff and outside Independent Consultants as Haldimand Norfolk Housing Corporation considers is necessary or advisable to provide proper technical (including legal and financial) evaluation and analysis of the Proposals that have been made. Depending upon the background and expertise required, evaluators may not individually score every component. The Evaluation Team will meet as required to create a team score for each Proponent's Proposal. The Evaluation Team may modify the Evaluation Team's score to reflect additional information obtained during the clarification of Proposals or at any meetings or interviews scheduled with Proponents.
  - (g) Haldimand Norfolk Housing Corporation shall not be obliged to disclose the evaluation scores of any individual member of the Evaluation Team, nor to justify any score awarded by that team or any member thereof. In the absence of evidence of manifest bad faith, any evaluation carried out by the Evaluation Team shall be considered to be fair and accurate for all purposes and shall not be subject to review by any court or other tribunal.
- (5) Haldimand Norfolk Housing Corporation wishes to fully understand each Proponent's Proposal. Therefore, each Proponent is encouraged to submit any additional material that it believes will facilitate the evaluation process, subject to any page quantity submission restrictions contained in this RFP. Furthermore, the Proponent must make available to Haldimand Norfolk Housing Corporation additional evaluation information as requested by Haldimand Norfolk Housing Corporation.
  - (6) At its election, Haldimand Norfolk Housing Corporation may use the RFP process to identify a short-list of Proponents. Following an initial evaluation, Haldimand Norfolk Housing Corporation may invite such number of the top-ranked Proponent(s) as it considers advisable, to present their concept to the Evaluation Team in a formal interview session. Performance in this interview may be taken into account in the evaluation process.

### **3. Proposal Submissions and Form of Proposal**

- (1) Every Proposal **shall**
  - (a) be submitted on Haldimand Norfolk Housing Corporation's prescribed Form of Proposal in its entirety;
  - (b) be legible;

- (c) be completed in ink (printed or typed);
  - (d) be completed in English;
  - (e) bear the original signature of the Proponent (or, in the case of a Proposal submitted by a corporation, an authorized signing officer of the corporation), inscribed in the space provided;
  - (f) be submitted electronically and marked with the title and contract number of the Request for Proposals (RFP);
  - (g) be delivered only to the Haldimand Norfolk Housing Corporation Office;
  - (h) be completed without Interlineation, alteration, change, overwriting, whiteout, cross out, strike out or erasure of or with respect to,
    - (i) any of the pre-printed text provided by Haldimand Norfolk Housing Corporation or amended by addenda; or
    - (ii) information included on the Form of Proposal by the Proponent, unless the effect thereof is legible, clear and unambiguous as is the consent of the Proponent in the form of initials to that Interlineation, alteration, change, overwrite, whiteout, cross out, strike out or erasure. This means all Interlineations, alterations, changes, overwrites, whiteouts, cross outs, strike outs or erasures are to be initialed.
  - (i) have all of the required blank spaces provided on the Form of Proposal completed by the Proponent;
  - (j) include all material, Goods, Services, equipment and labour, required to complete the Work; and
  - (k) state all prices in Canadian funds, unless otherwise stipulated.
- (2) A Proposal submitted by e-mail.
- (3) A Proposal that is not submitted in its entirety will **not** be accepted.
- (4) **Time is of the essence with respect to the submission of a Proposal. It is the sole responsibility of each Proponent to ensure that its Proposal is delivered to the correct address no later than the closing date and time of the Request for Proposals.**
- (5) A Proposal shall be deemed to have been submitted only when actually received at the Haldimand Norfolk Housing Corporation Office on or before 11:00:59 a.m. Simcoe time on the closing date specified in the Request for Proposal Notice or as subsequently amended by Addendum. The Haldimand Norfolk Housing Corporation's Outlook/server shall be deemed to be the official indicator of Simcoe time.

- (6) It is the exclusive responsibility of each Proponent to submit a complete Proposal in accordance with the Request for Proposals.
- (7) All documents prepared and work carried out by a Proponent in preparing a Proposal, and all oral presentations to Haldimand Norfolk Housing Corporation in connection with a Proposal, shall be without cost to Haldimand Norfolk Housing Corporation, and neither Haldimand Norfolk Housing Corporation's publication of a Request for Proposals nor the submission of a Proposal shall be construed to oblige Haldimand Norfolk Housing Corporation to award a Contract.
- (8) All words and phrases forming part of a Proposal should be written out in full, and abbreviations should not be used.
- (9) Haldimand Norfolk Housing Corporation will only accept a Proposal which contains original documents with original signatures as part of its Proposal, unless expressly stated otherwise in this Request for Proposals.
- (10) No amendment may be made to a Proposal after it has been submitted, except in the circumstances set out in Article 20.4 of these Instructions to Proponents.

#### **4. Confidentiality**

- (1) In accordance with the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and Personal Health Information Protection Act ("PHIPA"), this will notify the Proponents that any personal information Proponents provide is being collected under authority of the *Municipal Act, 2001*, SO. 2001, c. 25, as amended, and will be used in the evaluation process and, with respect to the Successful Proponent, for the purposes of the subsequent Contract. All correspondence, documentation and information provided to Haldimand Norfolk Housing Corporation and/or Haldimand Norfolk Housing Corporation's Representatives by any Proponent in connection with, or arising out of this RFP, and any Proposal submitted to Haldimand Norfolk Housing Corporation will become the property of Haldimand Norfolk Housing Corporation and a record of Haldimand Norfolk Housing Corporation. The foregoing records and the Contract Documents are subject to the provisions of the MFIPPA and PHIPA and Haldimand Norfolk Housing Corporation's obligations hereunder and may be released pursuant to such Acts. The Proponent's name at a minimum will be made public on request. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.
- (2) For the purposes of MFIPPA, Proponents may mark as confidential any scientific, technical, commercial, proprietary or similar confidential information contained in their submission, the disclosure of which could cause them injury, except the Total Contract Price and their name. Complete Proposals are not to be identified as confidential. A watermark or rubber stamp imprint is suitable for this purpose. Subject to subsection (1), Haldimand Norfolk Housing Corporation will use its best efforts not to disclose any information so marked but shall not be liable in any manner to a Proponent or any other person where information is disclosed by virtue of an order of the Privacy Commissioner,

a court of competent jurisdiction or otherwise as required by Law. Haldimand Norfolk Housing Corporation further makes no representations or warranties that the identification of a document as confidential will prevent its release under the provisions of MFIPPA, PHIPA or otherwise under Law. Any information in the Proponents' submissions that is not specifically identified as confidential may be treated as public information.

- (3) Confidentiality of records and information of Haldimand Norfolk Housing Corporation relating to this Project must be maintained at all times. All correspondence, documentation and information provided by Haldimand Norfolk Housing Corporation's Representatives to any Proponent in connection with, or arising out of this RFP or the acceptance of any Proposal remains the property of Haldimand Norfolk Housing Corporation; must be treated as confidential; and must not be used for any purpose other than for replying to this RFP and for fulfillment of any related subsequent Contract. Where any proprietary or confidential information belonging to or in the care of Haldimand Norfolk Housing Corporation is disclosed to any Proponent in connection with the RFP, the Proponent shall
  - (a) safeguard all information provided by Haldimand Norfolk Housing Corporation and Haldimand Norfolk Housing Corporation's Representatives, or any other person at the request of Haldimand Norfolk Housing Corporation;
  - (b) maintain in strict confidence and not reproduce or disclose any such information to any person except as required by Law or as expressly permitted in advance by Haldimand Norfolk Housing Corporation in writing;
  - (c) return forthwith and without demand all such information as may be in documentary form or recorded electronically by the Closing Time; and
  - (d) Not use any such information for any purpose other than the purpose for which it was provided by Haldimand Norfolk Housing Corporation or by any other person at the request of Haldimand Norfolk Housing Corporation.

## **5. Prices**

- (1) Haldimand Norfolk Housing Corporation shall not be required to cause prices to be read out publicly on the opening of Proposals or at any other time.
- (2) Unit Prices and other monetary components of the Total Contract Price will not be disclosed.
- (3) Unless otherwise stipulated in the Special Provisions, all prices bid, including any Unit Prices, must be in stated in Canadian funds.
- (4) The award of the Contract may be based on considerations other than price and may employ the utilization of a scoring method using evaluation criteria, as provided in this RFP.
- (5) Once the Contract has been awarded, only the Total Contract Price and total score of

the Successful Proponent will be disclosed. Official notification will only be given to the Successful Proponent; however, persons who submitted a Proposal may obtain the Total Contract Price of the successful Proponent upon request to the Contract Administrator designated as the contact person for purposes of the RFP.

- (6) Notification of award will be sent by letter only to those who submitted a proposal.

## **6. Variation in Proposal Prices**

- (1) No variation in the method of calculating any price or rate (including but not limited to the Total Contract Price, any Unit Prices, any other lump sum prices) shall be permitted after the closing date and time except,
  - (a) in the instance of variation due solely to an increase or decrease in the rate of applicable Taxes beyond the control of the Proponent, occurring after the time and date of submission of its Proposal, in which case the variation shall alter the price of the Proposal only to the extent of the such Tax increase or decrease;
  - (b) Where Haldimand Norfolk Housing Corporation exercises its discretion, which it shall not be obliged to do so, to correct a patent computational or other mathematical error evident on the face of the Proposal.
- (2) In the event that the PST or GST increase or decrease occurs after the submission of its Proposal, the Proponent must prove to the satisfaction of Haldimand Norfolk Housing Corporation that the Proponent will not benefit in any way by reason of the increase.

## **7. Price and Payments**

- (1) Progress payments for the Services performed by the Successful Proponent shall be made only where expressly agreed in writing by Haldimand Norfolk Housing Corporation.
- (2) A claim for a progress payment made by the Successful Proponent shall not include any aspect of the Services not yet fully and properly performed.
- (3) If any work or item under the Contract is included by the Successful Proponent in its progress claims as partially or fully completed, but it is not completed in accordance with the Contract Documents, or is not completed to Haldimand Norfolk Housing Corporation's satisfaction, Haldimand Norfolk Housing Corporation may withhold from payment such part or the total cost of those items until they are completed or corrected to its full satisfaction, and Haldimand Norfolk Housing Corporation shall notify the Successful Proponent in writing of its action and the reason for same.
- (4) Haldimand Norfolk Housing Corporation reserves up to ten Business Days from the date of the receipt of the Successful Proponent's invoice for reviewing, inspecting and confirming the receipt and performance of the Services in accordance with the Contract.
- (5) Where a contingency allowance is expressly provided for in the Contract, the Successful Proponent shall not be entitled to payment of the whole or any part of that amount,

except to the extent that it can be shown that extra or additional Services have been carried out by the Successful Proponent beyond that contemplated within the Contract, and those extra Services have been approved, in advance, by Haldimand Norfolk Housing Corporation's Contract Administrator as set out in the Contract, or in default of such a provision, Haldimand Norfolk Housing Corporation's Technical Services Manager.

## **8. Conflict of Interest (Proponents)**

- (1) No employee of Haldimand Norfolk Housing Corporation shall personally sell Goods or Services to Haldimand Norfolk Housing Corporation, nor have a direct or indirect interest in a company that sells Goods or Services to Haldimand Norfolk Housing Corporation.
- (2) Haldimand Norfolk Housing Corporation may reject any Proposal submitted, or cancel any contract awarded, in contravention of this section.
- (3) Each Proponent respectively shall be deemed to have warranted that it has not employed or retained any person, other than a bona fide employee, agent or broker working for the Proponent, to solicit or secure the proposed contract, and that it has not paid or agreed to pay any person, other than a bona fide employee, agent or broker working solely for the Proponent, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of that proposed contract, or as an inducement to be awarded that contract. Without prejudice to any of its other rights, Haldimand Norfolk Housing Corporation reserves the right to annul any contract or other arrangement entered into with a Proponent where there is a breach of this warranty.
- (4) Prior to the award of the Contract, no Proponent shall contact any official of HNHC staff or Independent Consultant retained by Haldimand Norfolk Housing Corporation with respect to its Proposal, the RFP or the proposed Contract, except the Contract Administrator or other person designated for that purpose in the RFP documents.
- (5) Except with the prior express written consent of Haldimand Norfolk Housing Corporation,
  - (a) No Proponent shall act on behalf of Haldimand Norfolk Housing Corporation with respect to any matter, issue or in connection with any property in which the Proponent or any director, officer, employee or Sub-Consultant of the Proponent has a direct or indirect pecuniary interest, including any contingent interest;
  - (b) Before submitting any Proposal to act on behalf of Haldimand Norfolk Housing Corporation, the Proponent shall exercise reasonable due diligence to confirm that there is no conflict of interest within the contemplation of subsection (5) (a) or subsection (6);
- (6) Each Proponent shall not act in any case where there may be any conflict of interest between it (or any of its directors, officers, employees or Sub-Consultants) and Haldimand Norfolk Housing Corporation, and each Proponent shall notify Haldimand Norfolk Housing Corporation, in writing, immediately of any potential conflict of interest

that may arise prior to the award of the Contract and fully disclose any details thereof.

## **9. Withdrawal of Proposals by Proponent**

- (1) Withdrawal of a sealed Proposal after its submission to the Procurement Section is permitted only prior to the Closing Time of the RFP.
- (2) A Proponent may withdraw a Proposal at any time prior to the Closing Time for the RFP, by delivering a written request to that effect to the address specified for the deposit of Proposals, but no such request to withdraw received after the Closing Time shall be effective.
- (3) A Proponent who withdraws a Proposal prior to the Closing Time for the submission of Proposals may submit a revised written, signed and sealed Proposal at any time prior to the Closing Time, but otherwise no amendment may be made to a Proposal after it has been submitted, and in particular no amendment may be made to a Proposal orally, or by fax, e-mail, or otherwise than by a sealed document. Proponents are advised that revisions to a Proposal, after its submission, as a result of the issuance of an Addendum or other notice of change of the RFP by Haldimand Norfolk Housing Corporation, may only be done by the withdrawal of the original Proposal and submission of a revised Proposal prior to the Closing Time.
- (4) A withdrawal request shall be effective only where made in writing on company letterhead, signed by the Proponent or authorized representative of the Proponent, and actually received by the Haldimand Norfolk Housing Corporation prior to the Closing Time. A faxed withdrawal may be accepted where its authenticity appears genuine, in the absolute discretion of the Technical Services Manager. Fax documents are considered to be received only when receipt is confirmed in writing (including by fax or e-mail) by the Contract Administrator designated in the RFP. It shall be the sole responsibility of the Proponent to ensure that a withdrawal is properly delivered to and received by Haldimand Norfolk Housing Corporation.

## **10. Expertise and Experience**

Proponents submitting Proposals and all the Sub-Consultants they propose to use on or in connection with the Services to be supplied under the Contract shall be actively engaged and thoroughly experienced in the lines of work required by the Contract and shall be able to refer to previous work of a similar nature satisfactorily performed by them. The Successful Proponent must be licensed to practice in the area in which the primary services under the Contract are to be provided, by the applicable professional body. In the case of architects, pursuant to the *Architects Act, R.S.O. 1990, c. A.26*, the Successful Proponent must be licensed by the Ontario Association of Architects or any successor body. In the case of engineers, pursuant to the *Professional Engineers Act, R.S.O. 1990, c. P.28*, the Successful Proponent must be licensed by the Association of Professional Engineers Ontario or any successor body.

## **11. Proposals Open for Acceptance, Irrevocable, etc.**

- (1) Proposals shall not be opened until after the Closing Time of the RFP, and so far as



practicable, all Proposals shall be opened at one time.

- (2) Unless otherwise provided in a Special Provision or Addendum to this RFP, a Proposal shall be irrevocable (i.e. open for acceptance by Haldimand Norfolk Housing Corporation) for a period of 60 **calendar days** following the closing date for the RFP.
- (3) The Contract shall be deemed to arise upon the acceptance of the Successful Proponent's Proposal by Haldimand Norfolk Housing Corporation. The Contract Documents shall form the Contract between the Successful Proponent and Haldimand Norfolk Housing Corporation. The Successful Proponent shall be responsible to Haldimand Norfolk Housing Corporation for any costs, expenses, losses, damages and liabilities that Haldimand Norfolk Housing Corporation may incur as a result of the Successful Proponent's failure or refusal to execute the Contract as required including cashing the proponent's bid bond.

## **12. Proponent's Responsibility**

- (1) Unless otherwise expressly agreed to by Haldimand Norfolk Housing Corporation in writing, where technical information or details is provided by Haldimand Norfolk Housing Corporation and forms part of the RFP or any Addenda thereto (including any quantity estimates, soil condition reports, ground water or drainage reports or geophysical data, archaeological and heritage information and documentation, samples, or other documents of a similar kind or nature as may be provided together with the RFP Documents or incorporated by reference therein),
  - (a) Haldimand Norfolk Housing Corporation shall exercise reasonable care in the preparation of those estimates, documents and information but shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of Haldimand Norfolk Housing Corporation or a member of its staff;
  - (b) estimates, reports, data, or details shall be deemed to have been provided only as a guide for potential Proponents;
  - (c) Proponents are required to examine carefully that information and the responsibility for verification of the information so provided shall rest with each Proponent;
  - (d) Haldimand Norfolk Housing Corporation shall not be responsible for the accuracy of information provided by Haldimand Norfolk Housing Corporation from third party sources for use by a Proponent including the Successful Proponent. All such information shall be verified by the Proponent or the Successful Proponent before relying on same; and
  - (e) The Proponents shall be deemed to have released and waived any rights and claims against Haldimand Norfolk Housing Corporation and Haldimand Norfolk Housing Corporation's Representatives for any negligent misrepresentation, error or omission.

- (2) Where the Project is to be carried out on HNHC occupied or owned property, Proponents shall be responsible for visiting the job site and no allowance shall be made by Haldimand Norfolk Housing Corporation for failure by the Proponent to examine carefully all conditions relating to the site or Work.
- (3) All persons submitting Proposals and all their Sub-Consultants shall be held to have thoroughly examined all RFP Documents and to have visited and inspected the site on which the Services, Project and Work is to be carried out, or the Supply is to be made, and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their respective Proposals, and no allowance shall be subsequently given by Haldimand Norfolk Housing Corporation for or by reason of any error or omission on the part of any Proponent or Sub-Consultant with respect thereto. Haldimand Norfolk Housing Corporation shall not be liable for any costs associated with any site inspection.
- (4) Where clarification of any information, document or matter is required by a Proponent, it shall be the responsibility of the Proponent to seek clarification in a timely manner from Haldimand Norfolk Housing Corporation, in sufficient time to permit Haldimand Norfolk Housing Corporation to respond, and satisfy itself with respect to same before submitting a Proposal. Notwithstanding the foregoing, Haldimand Norfolk Housing Corporation shall have no obligation to respond.
- (5) It is the Proponent's responsibility to become familiar with and comply with all requirements set out in this RFP.
- (6) A Proponent shall be deemed to have included in the Total Contract Price quoted in its Proposal, the entire cost of,
  - (a) All items that the Successful Proponent is responsible for under any of the Contract Documents, except where expressly provided otherwise;
  - (b) Preparing and submitting such reports, drawings or documents as may be required by Haldimand Norfolk Housing Corporation.
- (7) Without limiting the generality of any other provision of these Instructions to Proponents, unless otherwise provided in the RFP Documents, the Successful Proponent shall be required to provide and pay for (where applicable):
  - (a) all material, labour and service costs, charges for use of software, intellectual property, tools and equipment whether owned, licensed or rented, and where any work is to be carried out or Services are to be rendered on property owned or occupied by Haldimand Norfolk Housing Corporation, all protective and safety provisions, site signs and site conveniences, together with all Services and associated equipment and materials or other incidentals whether shown or specified or required by best practices (as applicable);
  - (b) insurance, licences, permits and inspections; all applicable Taxes, worker's compensation and all other applicable labour-compensation charges necessary to carry out its duties with respect to the Project, in accordance with the RFP Documents;

- (c) All Services and materials required to carry out the Proponent's responsibilities and duties with respect to the Project in accordance with the RFP Documents and all instructions given by Haldimand Norfolk Housing Corporation under the Contract, in accordance with governing regulations and codes and in compliance with best industrial and commercial practices for first class workmanship.

### **13. Proposal Security**

Not applicable

### **14. Performance and Other Security, Contract to Bond**

Not applicable

### **15. Performance Review**

- (1) Where Haldimand Norfolk Housing Corporation's Technical Services Manager so directs, Haldimand Norfolk Housing Corporation and the Successful Proponent shall carry out a periodic performance review in accordance with this section concerning the provision of Services by the Successful Proponent.
- (2) Performance under the Contract shall be assessed by reference to the following criteria:
  - (a) general responsiveness of the work relationship;
  - (b) conformity of the provision of Services with the Contract Documents;
  - (c) general conformity with the reasonable expectations of Haldimand Norfolk Housing Corporation under the terms of the Contract in their entirety;
  - (d) general dependability of the Goods or Services supplied;
  - (e) turn-around time on the placement of orders (to the extent applicable);
  - (f) accuracy of carrying out instructions.
- (3) The respective representatives of Haldimand Norfolk Housing Corporation and Successful Proponent shall meet at mutually agreeable times within ten Business Days of the end of each consecutive six-month period of the provision of services under this Contract.
- (4) Where a performance review is conducted under subsection (3), each of the agreed aspects of the Successful Proponent's performance shall be ranked by Haldimand Norfolk Housing Corporation at one of the following standards:
  - (a) Satisfactory (performance in accordance of general standard of HNHC suppliers);
  - (b) Unacceptable (performance well below the general standard of HNHC suppliers).

- (5) At any performance review under this section, the Successful Proponent shall be entitled to identify any aspect of Haldimand Norfolk Housing Corporation's operations that is undermining the Successful Proponent's ability to deliver at least a satisfactory level of performance with respect to some criteria of assessment, and where Haldimand Norfolk Housing Corporation concludes that this is in fact the case, the ranking given to the Successful Proponent with respect to that criteria of assessment will be adjusted accordingly.
- (6) Where at a performance review, one or more criteria of assessment are ranked as unacceptable,
  - (a) The parties shall agree at the time of the conduct of the review or within ten Business Days thereafter, on the measures to be taken by the Successful Proponent during the ensuing contract review period to improve its performance to at least a good standard;
  - (b) Within ten Business Days of agreeing on those measures, the Successful Proponent shall confirm in writing that the measures in question have been implemented.
- (7) Where the Successful Proponent fails or refuses to implement measures as provided in subsection (6), it shall be deemed to be in default under the Contract, and Haldimand Norfolk Housing Corporation may take such remedies as provided for in the Contract Documents or are otherwise available at Law or in equity.
- (8) In addition to the regular performance review provided for under subsections (2) through (7), where in the opinion of the Technical Services Manager the performance of the Successful Proponent is not satisfactory, then in addition to such other rights and remedies to which Haldimand Norfolk Housing Corporation may be entitled to by Law or under the terms of any of the Contract Documents, Haldimand Norfolk Housing Corporation may,
  - (a) Issue an oral warning to the Successful Proponent, identifying the non-compliance with the Specifications or other grounds of unsatisfactory performance, and requiring the Successful Proponent to correct the same;
  - (b) Issue a written notice, setting a time period for the Successful Proponent to correct the unsatisfactory performance, and warning that the Contract shall be liable to be terminated without further warning if the unsatisfactory performance is not corrected within the time allowed;

And until Haldimand Norfolk Housing Corporation is satisfied that the unsatisfactory performance has been corrected, Haldimand Norfolk Housing Corporation may hold back from any payment an amount sufficient to rectify the unsatisfactory performance until its requirements have been met.

- (9) Where the unsatisfactory performance of a supplier is not corrected within the time allowed under subsection (8),

- (a) Haldimand Norfolk Housing Corporation may apply any holdback retained under that subsection towards the correction of the unsatisfactory performance and may thereupon cancel the Contract with the Successful Proponent without further warning; and
  - (b) That fact may be taken into account by Haldimand Norfolk Housing Corporation with regard to the award of any future contract.
- (10) Nothing in subsections (8) or (9) shall restrict the right of Haldimand Norfolk Housing Corporation to terminate the Contract at any time under any other provision of the Contract Documents or under any rule of Law, but any such right may be exercised by Haldimand Norfolk Housing Corporation in its absolute discretion.

## **16. Permits, Licences and Approvals**

Unless otherwise expressly agreed by Haldimand Norfolk Housing Corporation in writing, the Successful Proponent shall be responsible for applying for, obtaining and maintaining, at its own cost all necessary permits, licences, consents and approvals relating to the provision of Services in accordance with the Contract and shall not do or suffer to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the Successful Proponent is called to any such violation on the part of the Successful Proponent, or of any person employed or engaged by the Successful Proponent, the Successful Proponent shall immediately desist from and correct such violation.

## **17. Taxes**

- (1) All prices shall be quoted exclusive of Taxes and Haldimand Norfolk Housing Corporation may adjust any price quoted contrary to this requirement; unless otherwise specified in the Form of Proposal – Cost Proposal (Step 2) or any Special Provisions.
- (2) Proponents shall expressly disclose any other applicable sales, customs or excise tax or duty, including a levy or duty imposed as a Special Import Measure, and other taxes to which any Work or supply of Services or materials may be subject, other than Tax.

## **18. Reserved**

## **19. Nomination of Sub-Consultants and Sub-Contractors**

- (1) Unless otherwise stipulated in this RFP or any Addendum thereto, the Proponent shall indicate the names and addresses of all nominated Sub-Consultants and Sub-Contractors that it proposes to use in the provision of Services and/or work contemplated by this RFP.
- (2) Haldimand Norfolk Housing Corporation reserves the right to reject any Sub-Consultant or Sub-Contractor so nominated, without penalty or liability to Haldimand Norfolk Housing Corporation of any kind whatsoever.
- (3) No change shall be made to the list of nominated Sub-Consultants and Sub-Contractors

after the Closing Time of the RFP, without the prior written approval of Haldimand Norfolk Housing Corporation and only on such terms and conditions as Haldimand Norfolk Housing Corporation in the exercise of an absolute discretion may require.

- (4) Any Proponent requesting Haldimand Norfolk Housing Corporation's consideration of a change of Sub-Consultant or Sub-Contractor shall be responsible for all costs of Haldimand Norfolk Housing Corporation to review, investigate and approve, if acceptable, such change including but not limited to all of Haldimand Norfolk Housing Corporation's internal staff costs and all legal, financial and consultant costs. No approval of Haldimand Norfolk Housing Corporation shall be effective until the Proponent has first paid to Haldimand Norfolk Housing Corporation its costs with respect to same.

## **20. Addenda and Clarification of the Request for Proposals**

- (1) Haldimand Norfolk Housing Corporation reserves the right at any time prior to the award of the Contract,
  - (a) to withdraw or cancel the RFP;
  - (b) to extend the time for the submission of Proposals; or
  - (c) to modify the RFP,

by the publication of an Addendum, which shall become part of the RFP, and Haldimand Norfolk Housing Corporation shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent (or any other person) as a result of its so doing.

- (2) Without limiting Haldimand Norfolk Housing Corporation's right, Article 20 (1) may apply to situations where no Proposal is compliant or an insufficient number of Proposals have been received.
- (3) Notification of any Addendum shall be emailed directly to each Proponent.
  - (a) In addition to the above method of posting, Haldimand Norfolk Housing Corporation may also notify prospective Proponents of any Addendum by any other method it deems appropriate, including email, telephone, fax, courier, hand-delivery or by personal delivery. The need for additional notification and the method(s) to be used shall be in the absolute discretion of Haldimand Norfolk Housing Corporation and notification shall be to the co-ordinates provided by the Proponent to Haldimand Norfolk Housing Corporation at the time it obtained the RFP from Haldimand Norfolk Housing Corporation.
  - (b) It is the sole responsibility of each Proponent to check the website and ensure that it has received any and all Addenda issued by Haldimand Norfolk Housing Corporation. Proponents shall confirm in the Form of Proposal that they have received, examined and provided for all Addenda issued under the RFP. Proponents may in writing, seek confirmation of the number of Addenda issued

under the RFP from the Contract Administrator named in the Communications page.

- (4) Where a Proposal has been received by Haldimand Norfolk Housing Corporation prior to the publication of an Addendum, Haldimand Norfolk Housing Corporation shall allow that Proponent to submit a revised Proposal prior to the closing date and time of the RFP. Any replacement sheets or other obligations otherwise required by the Addenda in order for a Proposal to be compliant shall be submitted by a Proponent with its Proposal by the closing date and time of the RFP. Where a Proposal is not revised following the publication of an Addendum, the Proponent will be deemed to have acknowledged all Addendum issued.
- (5) All communication between a Proponent and Haldimand Norfolk Housing Corporation (including requests for information or clarification) **shall** be set down in writing and directed to the Contract Administrator named in the Communications page.
- (6) Any request directed to Haldimand Norfolk Housing Corporation with respect to Article 20 (5) prior to the closing date of the RFP must allow sufficient time for a written response or clarification to be issued by Haldimand Norfolk Housing Corporation prior to the closing date, should Haldimand Norfolk Housing Corporation consider it necessary to issue such response or clarification.
- (7) A written response or clarification of substance shall be shared with each Proponent and issued in the form of an Addendum.
- (8) Haldimand Norfolk Housing Corporation shall not be bound by any oral:
  - (a) instruction;
  - (b) amendment or clarification of the RFP;
  - (c) information; or
  - (d) advice or suggestion,

provided by any member of Haldimand Norfolk Housing Corporation's staff or consultant to Haldimand Norfolk Housing Corporation concerning the RFP or the manner in which the Work is to be carried out and the Proponent bears any and all risk in relying on such representation.

- (9) If Haldimand Norfolk Housing Corporation requires clarification of a Proponent's Proposal, that Proponent shall provide a written response to Haldimand Norfolk Housing Corporation's request for clarification, in a timely manner, which shall bind the Proponent.
- (10) Each Proponent shall identify one senior individual by name, address and telephone number who will act as the Proponent's primary contact with Haldimand Norfolk Housing Corporation with regard to this RFP and any subsequent Contract and has the authority to bind the Proponent.

## **21. Alternate Proposals and Optional Features etc.**

- (1) Alternate Proposals and Optional Features are **not** permitted for this RFP.

## **22. Reserved Privileges of Haldimand Norfolk Housing Corporation**

Without limiting or restricting any other right or privilege of HNHC, HNHC shall have the following reserved rights and privileges, which may be exercised or waived in its absolute discretion:

- (1) Haldimand Norfolk Housing Corporation may reject any Proposal, the lowest priced Proposal or all Proposals, or may cancel the RFP and require the submission of new Proposals for any reason within its absolute discretion;
- (2) Haldimand Norfolk Housing Corporation is not bound to accept the lowest priced compliant Proposal submitted and may accept another compliant Proposal which, in Haldimand Norfolk Housing Corporation's opinion, is more beneficial to Haldimand Norfolk Housing Corporation's interests notwithstanding that it may not be the lowest priced compliant Proposal;
- (3) When evaluating Proposals and assessing Proposal prices in the evaluation of Proposals and the awarding the Contract, Haldimand Norfolk Housing Corporation will consider its best interests and may exercise reasonable commercial judgment which may, but is not obliged to, include consideration of the following factors (without limitation):
  - (a) Proposal prices;
  - (b) the full lifetime cost implications to Haldimand Norfolk Housing Corporation with respect to each Proposal, including life-expectancy, the inclusion or exclusion of alternate or optional equipment or configurations and the price implications thereof, training or re-training costs, length and scope of warranty coverage, and long-term maintenance requirements;
  - (c) the need to achieve economies of scale in supply;
  - (d) the need to diversify sources of supply;
  - (e) compatibility with existing equipment, such compatibility to be determined by tests conducted either by Haldimand Norfolk Housing Corporation or by an independent testing agency satisfactory to Haldimand Norfolk Housing Corporation;
  - (f) compatibility with existing computer software and hardware, and capability to generate reports suitable to Haldimand Norfolk Housing Corporation's existing reporting requirements; such compatibility and capability to be determined by tests conducted either by Haldimand Norfolk Housing Corporation or by an independent testing agency satisfactory to Haldimand Norfolk Housing Corporation;



Corporation;

- (g) potential cost savings to Haldimand Norfolk Housing Corporation with existing HNHC Contracts and other synergy benefits;
- (h) any extraordinary or unjustified disparity between the lowest priced Proposal and the other Proposals received by Haldimand Norfolk Housing Corporation;
- (i) any prices contained in a Proposal that are, in the opinion of the Technical Services Manager, below the Proponent's cost which do not appear to be offset by any other disclosed factors in the Proposal;
- (j) any prices contained in a Proponent's Cost Proposal Submission that are, in the opinion of the Technical Services Manager, unreasonable or excessive compared to industry standards for the quality or type of personnel proposed for such Services;
- (k) the need to secure timely and reliable sources of supply;
- (l) the need to discontinue reliance on obsolete technology and methods;
- (m) the need to provide state of the art service to the residents of Haldimand Norfolk Housing Corporation, or to integrate any aspect of HNHC operations with those of its neighbours;
- (n) the need to avoid the use of unproven technology and methodologies;
- (o) the need to spread and minimize risk to Haldimand Norfolk Housing Corporation;
- (p) the proximity of any service centre of a Proponent to Haldimand Norfolk Housing Corporation;
- (q) the benefit in employing suppliers who have a proven track record of successful delivery and good reputation within the business community for integrity and competence;
- (r) the prior record of the Proponent as a vendor to Haldimand Norfolk Housing Corporation;
- (s) whether in the opinion of Haldimand Norfolk Housing Corporation or its professional advisors, the Proponent possesses the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the Proponent proposes to assume under the terms of its Proposal;
- (t) alternate Proposals;
- (u) such other considerations as would influence the decision of a reasonable and prudent purchaser in the particular circumstances of Haldimand Norfolk Housing Corporation at the time when the Contract is awarded.

- (4) in awarding the Contract, Haldimand Norfolk Housing Corporation may take into account the adherence or non-adherence of a particular Proponent to the social, economic or labour relations policies of HNHC;
- (5) Haldimand Norfolk Housing Corporation may waive compliance with any minor requirement governing the submission of Proposals;
- (6) where expressly so provided in any Special Provisions or Addendum, Haldimand Norfolk Housing Corporation may:
  - (a) divide the final Contract and award on an individual component, phase or factor basis; or
  - (b) divide the final Contract and award by groups of components, phases or factors, and
  - (c) award the Contract to one or more Proponents, where each submits a substantially similar Proposal (or to require the submission of a final and best offer, in lieu thereof),

as Haldimand Norfolk Housing Corporation may in its discretion consider to be in its best interest;

- (7) where in the view of Haldimand Norfolk Housing Corporation, an insufficient number of Proposals have been received in response to a RFP, Haldimand Norfolk Housing Corporation may publish a further such RFP (on the same or revised terms from the original request);
- (8) Haldimand Norfolk Housing Corporation may, in accepting any Proposal, impose conditions on such acceptance;
- (9) where the lowest priced compliant Proposal exceeds Haldimand Norfolk Housing Corporation's budgeted or estimated costs, Haldimand Norfolk Housing Corporation in its sole and absolute discretion may, but is not obligated to:
  - (a) cancel the RFP;
  - (b) re-issue the RFP and accept new proposals based on revised specifications, terms and/or conditions;
  - (c) provide all Proponents, who submitted compliant Proposals to the RFP by the Closing Time, the opportunity to re-submit Proposals;
  - (d) enter into negotiations with the Proponent with the lowest priced compliant Proposal provided that the changes required to achieve a Proposal acceptable to Haldimand Norfolk Housing Corporation will not materially change the general nature of the specifications, terms and conditions in the RFP;
  - (e) where only one Proposal has been received or only one Proposal is compliant with the RFP, but the price is in excess of budgeted funds, proceed to negotiate

conditions with such Proponent which will reduce costs to a level acceptable to Haldimand Norfolk Housing Corporation.

- (10) where the Contract is awarded to the Proponent with the lowest priced compliant Proposal, Haldimand Norfolk Housing Corporation may, at its sole discretion, negotiate amendments to the Contract or to Services or materials to be supplied under the Contract and no other Proponent shall have any right to object that its Proposal would have been lower had the negotiated amendments been included in the original RFP or RFP Notice.

### **23. Obligation of Suppliers to Deal in Good Faith**

- (1) Each Proponent is required to deal with Haldimand Norfolk Housing Corporation in utmost good faith both with respect to the submission of its Proposal and with respect to the performance of any Contract awarded by Haldimand Norfolk Housing Corporation upon the acceptance of that Proposal.
- (2) A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent attests that its participation in the RFP process is conducted without any collusion or fraud. If Haldimand Norfolk Housing Corporation discovers there has been a breach of this requirement at any time, Haldimand Norfolk Housing Corporation reserves the right to disqualify the Proposal(s) or terminate any ensuing Contract. Any and all Proponents participating in such discussions or communications, in breach of its obligations herein, shall be responsible for all costs and losses whatsoever that Haldimand Norfolk Housing Corporation may incur as a result and Haldimand Norfolk Housing Corporation may ban such Proponent(s) from competing for HNHC contracts for a period of up to ten years where, in the reasonable opinion of the Technical Services Manager, such breach has resulted in an impairment of the commercial relationship between Haldimand Norfolk Housing Corporation and such Proponent(s).
- (3) Where the Contract is awarded to a Proponent who has made an unauthorized amendment to Haldimand Norfolk Housing Corporation's Form of Proposal, then within a reasonable time of Haldimand Norfolk Housing Corporation discovering that unauthorized amendment, Haldimand Norfolk Housing Corporation may,
- (a) cancel or terminate the Contract without any compensation whatsoever to the Proponent by giving written notice to that effect to the Proponent; and
  - (b) recover from such Proponent any amounts Haldimand Norfolk Housing Corporation paid to the Proponent and all costs, expenses, damages and losses incurred or accrued by Haldimand Norfolk Housing Corporation as a result of the unauthorized amendment; and
  - (c) ban such Proponent from competing for HNHC contracts for a period of up to ten years where, in the reasonable opinion of the Technical Services Manager, the change was made by the Proponent as part of a deliberate attempt to deceive and such deception has resulted in an impairment of the commercial relationship between Haldimand Norfolk Housing Corporation and such Proponent.

- (4) Where in the reasonable opinion of the Technical Services Manager it is determined that,
- (a) on any one or more occasions a Proponent has at any time:
- (i) unlawfully or unreasonably threatened, intimidated, harassed, or otherwise interfered with an attempt by any other prospective supplier or Proponent to bid for a HNHC contract or to perform any Contract awarded by Haldimand Norfolk Housing Corporation to that supplier or Proponent;
  - (ii) unlawfully or unreasonably threatened, intimidated, harassed, or otherwise interfered with an official, employee, representative, agent or Independent Consultant or contractor of Haldimand Norfolk Housing Corporation in the performance of his or her duties or in any way attempted to influence such persons;
  - (iii) assaulted or committed battery against any official, employee, representative, agent or Independent Consultant or contractor of Haldimand Norfolk Housing Corporation in the performance of his or her duty;
  - (iv) deliberately retained a known over-payment, or has knowingly failed to notify Haldimand Norfolk Housing Corporation of an over-payment or duplicate payment, or was wilfully blind to same;
- (b) a Proponent has on one or more occasions, in the performance of a contract with HNHC deliberately, with wilful blindness or negligently, save and except an inadvertent error corrected to the satisfaction of the HNHC within a reasonable time, as determined by the HNHC,
- (i) over-billed or double-billed;
  - (ii) charged for items not supplied;
  - (iii) charged for items of one grade, while supplying items of an inferior grade;
  - (iv) made a misrepresentation as to the quality or origin of Goods, their functionality or suitability for a purpose, or their performance characteristics;
  - (v) acted in a conflict with the interests of Haldimand Norfolk Housing Corporation;
  - (vi) misappropriated any property or right of Haldimand Norfolk Housing Corporation, in any form; or
  - (vii) committed any other form of sharp or deceptive practice,

Haldimand Norfolk Housing Corporation may ban the Proponent and any person with whom the Proponent is not at arm's length within the meaning of the *Income Tax Act*

(Canada) (without limiting the foregoing, it shall also include a shareholder, partner, officer, director or managerial or supervisory level employee of the Proponent or any other person directly involved in such act or omission), from competing for HNHC contracts for a period of up to ten years where such act or omission has resulted in an impairment of the commercial relationship between Haldimand Norfolk Housing Corporation and such Proponent in the opinion of the Technical Services Manager.

## **24. Record and Reputation**

Not Applicable

## **25. Review of Proposals**

- (1) All Proposals submitted by the Closing Time of the RFP will be examined by a representative of Haldimand Norfolk Housing Corporation's Tender Evaluation Committee to confirm that they are compliant and otherwise complete, subject to Haldimand Norfolk Housing Corporation's exercise of any right or privilege contained in this RFP. Proposals which are complete and compliant will be evaluated in accordance with the provisions of the RFP, subject to Haldimand Norfolk Housing Corporation's exercise of any right or privilege contained in this RFP. Haldimand Norfolk Housing Corporation reserves the right to examine the compliance and completeness of Proposals in phases.
- (2) At its sole discretion, Haldimand Norfolk Housing Corporation may clarify any aspect of any Proposal received at any time and, without limiting or restricting the foregoing general right in any way, the purpose of such clarification may be to enable Haldimand Norfolk Housing Corporation to determine whether the Proposal complies with the RFP and to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Proposal. No such clarification shall alter the Proposal or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature or quality of the Goods or Services to be supplied or performed as set out in the Proposal at the close of the RFP, and all correspondence with a Proponent for the purposes of such clarification shall be conducted through the Technical Services Department.
- (3) Where the lowest compliant Proposal contains an otherwise legible, clear and unambiguous change such as an erasure, strike out, white out, cross out or overwrite which has not been initialed, the Proponent will be required to initial such change within two Business Days of Haldimand Norfolk Housing Corporation's request.
- (4) Without limiting subsection (2), Haldimand Norfolk Housing Corporation's right to clarify shall include the right to request additional information relating to the terms of the Proposal submitted.
- (5) The right of clarification provided under this section is within the sole, complete and unfettered discretion of Haldimand Norfolk Housing Corporation and is for its exclusive benefit, and may or may not be exercised by Haldimand Norfolk Housing Corporation at any time and in respect to any or all Proposals.

- (6) Notwithstanding Haldimand Norfolk Housing Corporation's right to request clarification, Haldimand Norfolk Housing Corporation shall have no obligation whatsoever to do so. Where in the opinion of Haldimand Norfolk Housing Corporation a Proposal or any part thereof is ambiguous, incomplete, non-compliant, deficient, or otherwise not acceptable in any aspect, Haldimand Norfolk Housing Corporation may reject such Proposal whether clarification has been sought, obtained or neither.
- (7) Haldimand Norfolk Housing Corporation's review of a Proponent's submission with a Proponent or its seeking of clarification under this section shall not, in any way, be deemed to be an acceptance of any term or provision so clarified or be deemed to be an acknowledgement of the compliance of the Proposal with the terms of the RFP; shall not constitute an acceptance of that Proposal or any other Proposal; and shall not oblige Haldimand Norfolk Housing Corporation to enter into an Contract with that Proponent or any other Proponent.
- (8) All clarifications provided by a Proponent pursuant to a request by Haldimand Norfolk Housing Corporation under this section shall be in writing, in a clear and unambiguous form satisfactory to bind the Proponent, and satisfactory to Haldimand Norfolk Housing Corporation.
- (9) Any Proponent may be required to meet with officials of Haldimand Norfolk Housing Corporation within 30 days of being so requested to explain details of the submission, at a place specified by Haldimand Norfolk Housing Corporation, and the Proponent shall bear all costs of its attendance and the attendance of any of its representatives at such meeting including but not limited to transportation to and from the meeting.

## **26. Rejection of Proposals by Haldimand Norfolk Housing Corporation**

- (1) At its discretion, Haldimand Norfolk Housing Corporation may (but shall not be obliged to) reject any Proposal that does not,
  - (a) comply with this RFP or any Addenda thereto; or
  - (b) contain in full all information required by this RFP, including all Appendices and all Addenda thereto.
- (2) Haldimand Norfolk Housing Corporation may reject any Proposal submitted by a Proponent or cancel any contract awarded to that Proponent without any compensation whatsoever payable to the Proponent, where:
  - (a) any information provided by the Proponent in its Proposal or as part of any pre-qualification procedure is determined by Haldimand Norfolk Housing Corporation, in its sole opinion, to be false or otherwise misleading in any material respect; or
  - (b) where the Proponent's declaration in its Form of Proposal that it is in compliance with all Norfolk County and Haldimand County by-laws be untrue or incorrect, Haldimand Norfolk Housing Corporation shall be entitled at its sole discretion to reject the Proponent's Proposal.

## 27. Guidelines Regarding Proposal Irregularities

As a guide to the Proponent, but without qualifying any rights and privileges reserved to Haldimand Norfolk Housing Corporation, the Proponents Guidelines set out below is indicative of the manner in which discretion reserved by Haldimand Norfolk Housing Corporation is to be exercised with respect to non-compliant Proposals. However, Haldimand Norfolk Housing Corporation shall not be liable to any Proponent or other person where it elects to exercise a discretion, reserved privilege or right in a manner different from that indicated below.

PROONENTS GUIDELINES		
IRREGULARITY		RESPONSE
1.	Late Proposal	A late Proposal will not be accepted and will be returned unopened to the Proponent, at the Proponent's cost.
2.	Form of Proposal not submitted in its entirety. Proposals not legible or in English.	Automatic rejection.
3.	Submission not written in ink or other non-erasable medium.	Automatic rejection.
4.	Form of Proposal is not signed.	Automatic rejection.
5.	Form of Proposal signature is not an original (i.e. Proposal has only a photocopy of the Proponent's signature, not the original)	May provide original copy of requirements within two Business Days of Haldimand Norfolk Housing Corporation's notification of the error, but no other change in the Proposal submission is permitted.
6.	Part Proposal: (a) all required sections in Form of Proposal not completed. (b) Unit Price Proposal: (i) Unit Price missing. (ii) Lump Sum Price missing. (c) Total Contract Price Proposal (i) Total Contract Price missing (ii) Provisional Item price missing	Automatic rejection.  Automatic rejection. Automatic rejection.  Automatic rejection. Automatic rejection.
7.	Qualified or conditional Proposal (A Proposal restricted by a statement added to the Form of Proposal or a covering letter or alterations to the Form of Proposal).	Automatic rejection unless the Request for Proposals specifically permit such qualification or condition.
8.	Failure of Proponent to complete page totals or the summary page, or both, on the Form of Proposal.	The Proposal will not be rejected as these are for administrative purposes only.
9.	A Proposal received on documents other than those documents supplied by Haldimand Norfolk Housing Corporation in the Request for Proposals package.	Automatic rejection unless a Proposal is received on a true reproduction of the documents supplied by Haldimand Norfolk Housing Corporation in the Request for Proposals package.

<b>PROPOSERS GUIDELINES</b>		
	<b>IRREGULARITY</b>	<b>RESPONSE</b>
10.	All erasures, changes, overwriting, whiteouts, cross outs or strikeouts which have not been initialed, but are otherwise legible, clear and unambiguous, regarding the following on the Form of Proposal: Unit Price or a Lump Sum Price in a Unit Price Proposal; and Total Contract Price or a Provisional Price in a Total Contract Price Proposal.	The lowest compliant Proponent will be required to provide the missing initials within two Business days of being requested to do so by Haldimand Norfolk Housing Corporation.
11.	Other irregularities.	An irregularity that goes beyond the scope of the Proposers Guidelines may be considered by the Technical Services Manager.

## **28. Brand Name**

- (1) Any reference to the trade name, brand name or catalogue number of a particular Manufacturer shall be understood to have been made solely for the purpose of establishing and describing general performance and quality levels of the item to be supplied, unless specified otherwise.
- (2) No reference to the trade name, brand name or catalogue number of a particular Manufacturer shall be construed to restrict Proposers to that Manufacturer, but Proposals shall be deemed to be invited for generic no-name equals and comparable equipment of any Manufacturer.
- (3) Despite subsection (2), if an item other than the one specified is proposed, it is the Proponent's responsibility to demonstrate that the product proposed meets the specifications identified in the Contract Documents, and the Proponent shall submit brochures and samples upon request and provide full specifications in detail on the item(s) proposed. Haldimand Norfolk Housing Corporation shall be the sole judge (in its absolute discretion) as to whether an item bid meets its specifications.

## **29. Standard Care**

- (1) The standard of care for all professional engineering, consulting and related services performed or furnished by the Successful Proponent and its employees under this Agreement will be the care and skill ordinarily used by members of the Successful Proponent's profession.

## **30. Security Clearance**

- (1) Where the RFP involves the performance of work in secure, sensitive or similarly restricted areas, or with respect to computer data or other information that relates to



matters of public security, tax records or records relating to investigations carried out with a view to prosecution under any Federal or Provincial Act or Regulation or under any Norfolk County and Haldimand County By-law, each Proponent and its executive officers, and all employees (including supervisors) directly involved in the performance of that work must consent to a security clearance check and report thereon performed by the Simcoe Police Services (O.P.P.) or other appropriate Federal, Provincial or City security vetting agency.

- (2) Where subsection (1) applies any award of a contract to a Proponent will be subject to the receipt of a satisfactory security report, the sufficiency of which shall be at the sole discretion of Haldimand Norfolk Housing Corporation.
- (3) Where a Consent to Disclosure of Personal Information Form is included with the package of documents provided by Haldimand Norfolk Housing Corporation to Proponents, that Form must be completed and returned to Haldimand Norfolk Housing Corporation by the time stated in order to,
  - (a) obtain admission to any mandatory or other site visit at any secure, sensitive or similarly restricted site;
  - (b) permit due consideration to be given to any Proposal submitted by the Proponent
- (4) In the event that a satisfactory security clearance is denied to an applicant employee or subcontractor of the Proponent, Haldimand Norfolk Housing Corporation will entertain the submission of applications from alternate applicants, but subject to the same security clearance requirements.
- (5) Any significant change in the security clearance or classification of a Proponent over the life of the Contract may afford grounds for cancellation of the Contract, that decision to be at the sole discretion of Haldimand Norfolk Housing Corporation.

### **31. Observance of Laws, Statutes and Regulations**

The Successful Proponent shall comply with and conform to Laws applicable to the Services to be provided by, and the responsibilities and obligations of, the Successful Proponent under the Contract. Further, the Successful Proponent shall, at all times that the Contract is in effect and upon request of Haldimand Norfolk Housing Corporation, provide proof of compliance satisfactory to Haldimand Norfolk Housing Corporation, at the Successful Proponent's own cost.

### **32. General Contract Provisions**

- (1) With respect to the RFP Documents,
  - (a) no modification, qualification, restriction or limitation whatsoever of any term, condition, covenant, warranty shall be permitted by any Proponent. Haldimand Norfolk Housing Corporation reserves the right, in its absolute discretion, to modify any term, condition, covenant, warranty by express provision by the issuance of an Addendum or Addenda to that effect;

- (b) all Proponents shall, by submitting a Proposal, be deemed to accept, without modification, qualification, restriction or limitation, all terms, conditions, covenants, warranties and any modifications to same by Haldimand Norfolk Housing Corporation in any Addendum or Addenda; and
  - (c) upon award of the Contract, the Successful Proponent shall be bound to all of the terms, conditions, covenants, warranties and any modifications to same by Haldimand Norfolk Housing Corporation in any Addendum or Addenda.
- (2) The Proponent whose Proposal Haldimand Norfolk Housing Corporation is recommending for the award of the Contract shall provide the insurance and security as required by the RFP Documents, within ten Business Days of Haldimand Norfolk Housing Corporation's notification of such, and, in any event, prior to the commencement of the Services.

### **33. Insurance Requirements**

- (1) Throughout the term of the Contract (including any renewal thereof), the Successful Proponent shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.
- (a) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000 per occurrence.
  - (b) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Successful Proponent for the provision of services;
  - (c) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of vehicles not owned by the Successful Proponent, that are used or operated on its behalf for the provision of services under the Contract;
  - (d) Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverages apply and indicate any applicable aggregates;
  - (e) Errors & Omissions Liability Insurance having a limit of not less than \$1,000,000 per claim; or alternatively, the successful proponent shall purchase and maintain

in force for the duration of the project, single project Professional Errors & Omissions Liability Insurance with limits dedicated to the project and having an inclusive limit of not less than \$1,000,000 per claim. If the Project or Work involves construction, the coverage will include a two-year maintenance period following substantial performance.

- (2) The Successful Proponent shall maintain Property Insurance, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including but not limited to its equipment, tools, stock, used in connection with the Contract.
- (3) All policies of insurance within the scope of subsection (1) shall, subject to the terms of the indemnity provisions,
  - (a) be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to Haldimand Norfolk Housing Corporation, that is licensed to carry on business in Ontario;
  - (b) show all values in Canadian Funds;
  - (c) be maintained continuously during the course of carrying out the Project, Work or Supply; or for such period of time as may be required after completion of the Project, Work or Supply, as deemed necessary by Haldimand Norfolk Housing Corporation;
  - (d) identify all lines of insurance with a deductible greater than \$25,000. Haldimand Norfolk Housing Corporation reserves the right to request proof of the successful proponent's ability to fund claims within their deductible amount;
  - (e) except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance, and medical malpractice liability insurance) include Haldimand Norfolk Housing Corporation named as an additional insured, to the extent of the Successful Proponent's obligations to Haldimand Norfolk Housing Corporation under the Contract Documents;
  - (f) contain cross liability and severability of interest provisions, as may be applicable;
  - (g) preclude subrogation claims against Haldimand Norfolk Housing Corporation and any other person insured under the policy as may be applicable; and
  - (h) provide that at least 30 days' prior written notice (15 days, in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to Haldimand Norfolk Housing Corporation by the Insurer before the Insurer or Successful Proponent takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.
- (4) Haldimand Norfolk Housing Corporation reserves the right to require the Successful Proponent to purchase such additional insurance coverage as the HNHC's Technical Services Department may reasonably require. Haldimand Norfolk Housing Corporation reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, contract value, industry standards, and availability of insurance) as Haldimand Norfolk Housing Corporation may reasonably require from

time to time.

- (5) Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Successful Proponent under the Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.
- (6) The Successful Proponent shall pay all premiums on the policies as they become due provided that Haldimand Norfolk Housing Corporation may pay premiums as they become due and deduct the amount thereof from moneys due from Haldimand Norfolk Housing Corporation to the Successful Proponent should the Successful Proponent fail to do so.

### **34. Proof of Insurance**

- (1) The Successful Proponent shall deposit with Haldimand Norfolk Housing Corporation such evidence of its insurance as provided in or required under the provisions of these Instructions, an Addendum or the Special Provisions,
  - (a) at the time of execution of the Contract; or
  - (b) in any event prior to commencing the Project, Work or Supply; or
  - (c) upon notification by Haldimand Norfolk Housing Corporation of the recommendation of the Proponents' Proposal for the award of the Contract, and thereafter during the term of the Contract, no later than 20 Business Days prior to the renewal date of each applicable policy, the Successful Proponent shall deposit with Haldimand Norfolk Housing Corporation's Contract Administrator an original Certificate of Insurance originally signed by an authorized insurance representative, confirming thereon relevant coverage information including but not limited to name/description of HNHC contract, name of insurer, name of broker, name of insured, name of additional insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or (at Haldimand Norfolk Housing Corporation's election) a certified copy of the insurance policy or policies required under section 33 certificate holder will be addressed as Haldimand Norfolk Housing Corporation, Unit 2 – 25 Kent St. N, Simcoe ON N3Y 3S1 Attention: Contract Administrator, Technical Services Department. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address.
- (2) The Successful Proponent shall not do or omit to do anything that would impair or invalidate the insurance policies.
- (3) Delivery to and examination or approval by Haldimand Norfolk Housing Corporation of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Successful Proponent of any of its indemnification or insurance obligations under the Contract. Haldimand Norfolk Housing Corporation shall be under no duty either to ascertain the existence of or to examine such certificates of insurance

or policies of insurance or to advise the Successful Proponent in the event such insurance coverage is not in compliance with the requirements set out in the Contract.

### **35. WSIB**

- (1) The Successful Proponent prior to commencing the Project, Work or Supply,
  - (a) shall submit to Haldimand Norfolk Housing Corporation an original Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as Haldimand Norfolk Housing Corporation deems necessary during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or
  - (b) furnish proof in a form satisfactory to Haldimand Norfolk Housing Corporation from the Workplace Safety and Insurance Board that the Successful Proponent does not require Workplace Safety and Insurance Board insurance, but in such a case if the Successful Proponent changes its status during the term of the Contract so that such coverage is required, the Successful Proponent shall immediately provide Haldimand Norfolk Housing Corporation with the certificate required under clause (a).
- (2) Where a substantial portion of the work to be done under the Contract is to be carried out by a Sub-Consultant, Haldimand Norfolk Housing Corporation may require the Successful Proponent to furnish the same evidence as provided under subsection (1).

### **36. Non – Performance**

Haldimand Norfolk Housing Corporation reserves the right to determine of non-performance or poor quality of Services and/or Works and goods. The opinion of Haldimand Norfolk Housing Corporation in this regard shall be final in all instances.

### **37. Indemnification**

- (1) Subject to any indemnities provided in any executed agreement between Haldimand Norfolk Housing Corporation and the Successful Proponent, the Successful Proponent shall indemnify, defend, and hold Haldimand Norfolk Housing Corporation (including its officials, officers, directors, employees, agents, affiliates, and representatives) [collectively referred to as the “Indemnified Party”] harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the Successful Proponent, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint venturers, contractors, Sub-Contractors, and other representatives, in connection with the Successful Proponent’s responsibilities pursuant to this RFP and all Contract Documents, including without limitation, the provision of any and all Goods and Services, as well as any patent, trademark, or copyright infringement or breach of any intellectual property right, except

to the extent that same was caused by the negligence or willful misconduct of the Indemnified Party.

- (2) HNHC shall notify the Successful Proponent upon receipt of any such claim or demand that it receives. No settlement shall be made nor consent to judgment given without prior written approval of Successful Proponent and its insurers, which approval shall not be unreasonably withheld.
- (3) The rights to indemnity contained herein shall survive the early termination or expiry of any Contract arising pursuant to this RFP.
- (4) Haldimand Norfolk Housing Corporation may enforce the rights of indemnity conferred on the elected officials, officers, employees, and affiliates of Haldimand Norfolk Housing Corporation under subsection (1) on their behalf and to the same extent as if they were parties to the Contract.
- (5) The rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the Indemnified Party provided in the Contract Documents.

### **38. Patents and Copyrights**

- (1) The Successful Proponent shall defend, indemnify and save harmless Haldimand Norfolk Housing Corporation from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by them in connection with work done or material furnished by them under the Contract.
- (2) No illegal commerce or gray market Goods shall be supplied to Haldimand Norfolk Housing Corporation, and every person supplying Goods or Goods and Services to Haldimand Norfolk Housing Corporation shall be deemed to have warranted that they are genuine and lawfully supplied.

### **39. Warranties of the Successful Proponent**

Each Proponent shall be deemed to have expressly warranted upon the submission of its Proposal as follows:

- (1) The Proponent:
  - (a) if a corporation: is a duly incorporated, organized and subsisting corporation and has all requisite powers, capacities, authorities, permits, licences and permissions under its governing legislation and any other Laws applicable to it, and under its Articles of Incorporation and by-Laws under which it is organized, to carry on all businesses in which the Successful Proponent is engaged; and enter into, exercise its rights and perform and comply with its responsibilities and obligations under the Contract Documents; and that all actions, conditions and things have been done, taken or fulfilled with respect thereto, that are required by Law, contract or otherwise; or

- (b) if other than a corporation: is duly registered as a business under all applicable legislation, and as such has all requisite powers, capacities, permits, licenses and permissions under its governing legislation and the other Laws applicable to it, to carry on all businesses in which the Successful Proponent is engaged; enter into, exercise its rights and perform and comply with its obligations under the Contract Documents; and that all actions, conditions and things have been done, taken or fulfilled with respect thereto, that are required by Law, contract or otherwise.
- (2) The Proponent and its Sub-Consultants and the respective workforce of each are fully qualified to perform the Services and to perform the Contract and hold all requisite permits, licences, franchises and other authorizations required by this RFP, and by Law, contract and otherwise with respect thereto.
  - (3) The Proponent is not a party to any Contract under the terms of which the Proponent is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Successful Proponent under the Contract Documents.
  - (4) To the best of the Proponent's information and belief and after making diligent inquiries,
    - (a) the information concerning the business, affairs and financial and other condition of the Proponent that are contained in all documents, memoranda, records, statements made, sent or given by the Proponent to Haldimand Norfolk Housing Corporation prior to entering into the Contract, and in its current regulatory filings, are true and accurate in all material respects; and
    - (b) the Proponent is not aware of any material facts or circumstances having a bearing upon its ability to perform its obligations under the Contract which have not been disclosed to Haldimand Norfolk Housing Corporation in writing.
  - (5) The Proponent shall forthwith advise Haldimand Norfolk Housing Corporation in writing in the event it becomes aware of any material fact or circumstance which may arise, at any time, that may have a bearing upon its ability to perform or assume its obligations under the Contract.

#### **40. Covenants of each Proponent**

In addition to its other responsibilities and obligations under the Contract, the Successful Proponent expressly agrees and covenants as follows:

- (1) The Successful Proponent shall
  - (a) perform all of the Services identified in the Terms of Reference, as well as all other Services identified or otherwise contemplated in the Contract Documents and provide all things necessary to perform same;
  - (b) furnish all Services, labour, Goods, materials, equipment, facilities and all incidentals to undertake, perform and complete its undertakings, obligations and

responsibilities;

- (c) pay all applicable Taxes (other than GST) and all other charges as specified; and
- (d) fully, properly, skilfully, diligently and in good faith undertake, perform and complete all of the Successful Proponent's duties, obligations and responsibilities under the Contract,

in full accordance with the Contract in a good professional manner, according to the best standards of practice of the industry, profession or trade in which the Successful Proponent carries on business (including any applicable standards of professional conduct) and with all due diligence.

- (2) The Successful Proponent shall employ properly qualified and experienced workers to carry out or Supply all Services or Work required under the Contract, and shall cause its Sub-Consultants to do the same.
- (3) The Successful Proponent shall have an adequate work force with proper equipment in good working condition, and shall have ready access to all materials, equipment and accessories required to perform its obligations under the Contract in a diligent and timely manner, and shall cause its Sub-Consultants to do the same.

#### **41. Time for Completion**

- (1) Subject to any Addendum, the occurrence of any Force Majeure or any executed agreement between Haldimand Norfolk Housing Corporation and the Successful Proponent to the contrary, the Successful Proponent shall
  - (a) commence the provision of Services by the start date specified, or within the time provided in the Contract, and
  - (b) complete fully the provision of Services with due expediency and due diligence by the date specified in the Contract or otherwise as stipulated by Haldimand Norfolk Housing Corporation.
- (2) Where a Force Majeure occurs, Haldimand Norfolk Housing Corporation shall determine in its reasonable discretion the number of days (if any) to be allowed by reason thereof in accordance with the force majeure provisions of the RFP Documents. The Successful Proponent may propose a number of days to be allowed for this purpose which Haldimand Norfolk Housing Corporation will consider but shall not be bound to. Where Haldimand Norfolk Housing Corporation rejects the Proposal made by the Successful Proponent, it shall provide a written explanation for so doing.
- (3) The Successful Proponent shall prepare and submit to Haldimand Norfolk Housing Corporation a Services and Work schedule that indicates the timing of the major activities relating to the Project and provides sufficient detail of the critical events and their inter-relationship to demonstrate the same will be performed in conformity within the time provided in subsection (1).



- (4) Where the Successful Proponent fails or neglects to commence or to proceed with the provision of Services diligently and at a rate of progress that in the opinion of Haldimand Norfolk Housing Corporation will ensure entire completion within the time provided for in the Contract or fails to meet a time requirement provided for in the Contract, Haldimand Norfolk Housing Corporation shall be entitled to recover from the Successful Proponent all losses, damages and expenses incurred by Haldimand Norfolk Housing Corporation or may be incurred by Haldimand Norfolk Housing Corporation by reason of such default by the Successful Proponent.

## **42. Time Is Of the Essence**

Time is of the essence of this Contract and if the Successful Proponent fails to perform its obligations at the time fixed for performance under the terms of the Contract, Haldimand Norfolk Housing Corporation may elect to terminate this Contract.

## **43. Delay**

Without limiting any other rights or privileges of Haldimand Norfolk Housing Corporation in the Contract with respect to delay, the Successful Proponent is not entitled to and releases and waives any rights to any remedies, damages (including special and consequential damages), expenses, costs (including legal costs), penalties or any other compensation, including any claims, actions or other legal proceedings, whether directly or indirectly related to any delays on the part of Haldimand Norfolk Housing Corporation with respect to the following:

- (1) awarding of the Contract; and/or
- (2) providing notification to the Successful Proponent of award of the Contract; and/or
- (3) the commencement of the Successful Proponent's Services.

## **44. Modifications of Methods and Equipment**

The Successful Proponent shall make such alterations in its methods, equipment and working forces, as Haldimand Norfolk Housing Corporation in writing directs, without cost to Haldimand Norfolk Housing Corporation, if at any time the methods or equipment or working force are found by Haldimand Norfolk Housing Corporation to be: not in compliance with the requirements of the Contract; unsafe; or inadequate to ensure the protection, safety, or quality of the Services, Work or Project or to ensure a rate of progress sufficient in the reasonable opinion of Haldimand Norfolk Housing Corporation to fully complete the Services or Work within the completion time required under the Contract or with due diligence.

## **45. Use of Haldimand Norfolk Housing Corporation Property and Character and Conduct of Employees**

- (1) Where any part of the Services is to be carried out on property owned or occupied by Haldimand Norfolk Housing Corporation, the Successful Proponent shall,
  - (a) use that property and require its employees and Sub-Consultants to use that property, only for such purposes as are reasonably within the scope of the

Contract;

- (b) refrain from committing waste on that property and use reasonable care to avoid causing any damage to any person or thing on that property or any neighbouring property;
  - (c) employ only orderly, experienced and competent persons to perform work or Services; and
- (2) The Successful Proponent and its employees, agents, servants and Sub-Consultants shall neither bring onto nor allow the introduction or use of alcohol or illegal narcotics or controlled substances or any paraphernalia associated with any of these substances, upon any HNHC property.
- (3) The Successful Proponent agrees to accept the Project site in its present condition and acknowledges and agrees that Haldimand Norfolk Housing Corporation has not given any representation, warranty or condition, express or implied, in fact or by Law, as to the state, quality or condition in, on, or of the site, whether with respect to environmental matters or otherwise, or as to any other matter or thing, whether or not related to the foregoing. Furthermore, the Successful Proponent assumes any and all risks relating to the physical condition of the site. Neither the Successful Proponent nor any permitted occupant shall have any recourse to Haldimand Norfolk Housing Corporation as a result of the nature or condition of the Project site, whether or not Haldimand Norfolk Housing Corporation has or had actual or imputed knowledge of such nature and condition as at the Contract commencement date or at any other time during the term of the Contract.

#### **46. Conflict of Interest, etc.**

- (1) In performing the duties, providing advice and exercising all other rights and discretion associated with its role as a contractor, the Successful Proponent shall,
- (a) act diligently, honestly and in good faith and in the best interests of Haldimand Norfolk Housing Corporation;
  - (b) to the best of its ability make every effort to promote the interests and reputation of Haldimand Norfolk Housing Corporation; and
  - (c) to the best of its ability assist Haldimand Norfolk Housing Corporation in achieving its objectives and goals.
- (2) The Successful Proponent shall act ethically and fairly in all of its dealings with Haldimand Norfolk Housing Corporation and all elected officials, officers, employees and Independent Consultants of Haldimand Norfolk Housing Corporation, and co-operate with them in respect of the discharge of their duties to Haldimand Norfolk Housing Corporation.
- (3) In performing any Services for or on behalf of Haldimand Norfolk Housing Corporation, the Successful Proponent shall act in strict compliance with all applicable Laws and conform to the rules of conduct and performance of any trade association or

professional regulatory body of which the Successful Proponent is a member or which otherwise governs the provision of such kind of Services.

- (4) The Successful Proponent shall not act in any case where there may be any conflict of interest between it (or any of its directors, officers, employees) and Haldimand Norfolk Housing Corporation. The Successful Proponent shall notify Haldimand Norfolk Housing Corporation of and fully disclose to Haldimand Norfolk Housing Corporation, in writing and immediately upon same becoming known to the Successful Proponent, any potential or actual conflict of interest that may arise or has arisen prior to the execution of this Contract or during the performance of its duties under the Contract.
- (5) If Haldimand Norfolk Housing Corporation determines that a conflict of interest exists, Haldimand Norfolk Housing Corporation may, at its sole discretion, suspend or defer the Work and/or the Services until the conflict is removed to the satisfaction of Haldimand Norfolk Housing Corporation or terminate the Services of the Successful Proponent. If, during the course of the Work and/or the provision of Services, the Successful Proponent is retained by another client for a new assignment, giving rise to a potential conflict of interest, then the Successful Proponent shall so inform the Technical Services Manager immediately. If the Technical Services Manager determines that a conflict of interest exists, the Successful Proponent shall refuse the new assignment or shall take such steps as are necessary to remove the conflict of interest and, where the Successful Proponent fails to do this within a reasonable time, Haldimand Norfolk Housing Corporation may terminate the Services of the Successful Proponent. The Successful Proponent shall be responsible and indemnify Haldimand Norfolk Housing Corporation for all of Haldimand Norfolk Housing Corporation's costs, expenses, losses and damages whatsoever which may be incurred or arise as a result of the Successful Proponent's breach of its obligations herein including but not limited to all costs incurred to replace the Services of the Successful Proponent, all delay costs, legal and other professional service costs, and lost revenue and opportunities.
- (6) Without limiting the foregoing provisions, except with the prior written consent of Haldimand Norfolk Housing Corporation,
  - (a) the Successful Proponent shall not act on behalf of Haldimand Norfolk Housing Corporation with respect to any issue or in connection with any property in which the Successful Proponent or any director, officer or employee of the Successful Proponent has a direct or indirect pecuniary interest, including any contingent interest;
  - (b) before accepting any retainer to act on behalf of Haldimand Norfolk Housing Corporation, the Successful Proponent shall exercise reasonable due diligence to confirm that there is no conflict of interest within the contemplation of this section;
  - (c) the Successful Proponent shall accept no commission, gratuity or other payment of any kind from any person, other than Haldimand Norfolk Housing Corporation's payment for Services in accordance with the Contract, in respect of its performance or intended performance, duties or exercise or intended exercise of any influence, power or discretion associated with its provision of consulting

Services to Haldimand Norfolk Housing Corporation; and

- (d) within two years of the date of providing Haldimand Norfolk Housing Corporation with site specific advice or otherwise performing consulting Services on behalf of Haldimand Norfolk Housing Corporation relating to any identifiable piece of land within Haldimand Norfolk Housing Corporation (or any building or structure upon such land), the Successful Proponent shall not enter into any Contract with any other person under which the Successful Proponent or any director, officer, employee or nominee of the Successful Proponent may acquire any interest in that land (or building or structure).
- (7) This section shall apply to all Sub-Consultants and Contractors of the Successful Proponent with necessary modifications.

#### **47. Assignment and Sub-Consulting / Sub-Contracting**

Without limiting or restricting any other obligation or responsibility of the Successful Proponent under the Contract:

- (1) It shall be the Successful Proponent's responsibility to co-ordinate, control and check the Services or Work of its own forces and of all its Sub-Consultants and Sub-Contractors and to ascertain that all Work and Services are performed in accordance with all Contract, governing regulations and the general standards of good commercial practice and professionalism as understood in Ontario, assuring only first class workmanship, and using only proper materials and methods as are suited to the function and performance intended.
- (2) The Successful Proponent shall be responsible for faithful and proper performance of the Contract.
- (3) Neither Haldimand Norfolk Housing Corporation nor the Technical Services Manager shall be construed to have any contractual relationship with any of the Successful Proponent's employees or Sub-Consultants or Sub-Contractors.
- (4) No sub-contracting by the Successful Proponent shall relieve the Successful Proponent of any responsibility for the full performance of all obligations of the Successful Proponent under the Contract. Notwithstanding the approval of any Sub-Contractors by Haldimand Norfolk Housing Corporation, the Successful Proponent shall be fully responsible for every Sub-Contractor's activities, works, Services and acts or omissions and shall either, in person or through an accredited agent, receive all notices, communications, orders, directions, instructions or legal services as if the Successful Proponent were performing the sub-contracted portion of the Services with its own resources.
- (5) Without limiting the foregoing, the Successful Proponent shall be responsible for complying with the Occupational Health and Safety Act (OHSA) throughout the term of the Contract and HNHC shall in no way be considered the constructor with respect to any part of the Project or Services for the purposes of the OHSA.

## **48. Project Identification**

The Successful Proponent shall not use Haldimand Norfolk Housing Corporation's logo or other insignia identifiable with Haldimand Norfolk Housing Corporation without the prior written approval of Haldimand Norfolk Housing Corporation.

## **49. Liens to Be Discharged**

The Successful Proponent shall pay punctually all amounts owing to its suppliers in respect of all services and materials supplied by them with respect to the Contract, including any applicable interest, taxes, costs and other charges, and shall forthwith cause every lien preserved or perfected by any person with respect to the Contract or the subject matter of the Contract to be vacated or discharged, and as between the Successful Proponent and HNHC all costs relating thereto shall be paid by the Successful Proponent and shall be at its expense.

## **50. Ownership of Documents, Use of Designs, etc.**

- (1) All maps, drawings, plans, specifications, computer disks and other documents,
  - (a) provided by Haldimand Norfolk Housing Corporation to a Proponent shall remain the property of Haldimand Norfolk Housing Corporation and shall be returned by the Proponent to Haldimand Norfolk Housing Corporation (whether or not the Proponent submits a Proposal) upon demand by Haldimand Norfolk Housing Corporation for their return; or
  - (b) prepared by the Proponent as part of its Proposal shall be the property of Haldimand Norfolk Housing Corporation and may be disposed of by Haldimand Norfolk Housing Corporation as it considers fit.
- (2) Unless Haldimand Norfolk Housing Corporation otherwise agrees in writing, where any plan, drawing or design is provided by a Proponent in connection with an RFP, then the submission of a Proposal by the Proponent shall be deemed to constitute a licence by that Proponent to construct one sample model of the work or project contemplated based upon that plan, drawing or design, where such a sample is required to make an informed decision concerning the attractiveness, functionality or other merit of the plan, drawing or design in question. The licence conferred herein shall not be deemed to constitute an assignment of any patent, copyright, trade mark or other intellectual property of the Proponent, unless otherwise provided in the RFP.

## **51. Deviation from Contract Documents and "Good Practice"**

- (1) The Successful Proponent shall not deviate from the Contract without the prior consent of Haldimand Norfolk Housing Corporation in writing.
- (2) The Successful Proponent covenants that it shall inspect, and shall cause all of its Sub-Consultants and Sub-Contractors to do so as well, all elements, parts, items or surfaces affecting or involving their work and inform Haldimand Norfolk Housing Corporation immediately, in writing, of any and all deviations from the drawings and specifications approved by Haldimand Norfolk Housing Corporation and/or from accepted good

practice and standards involving or affecting their work. Without limiting the Successful Proponent's obligations and responsibilities under the Contract, neither the Successful Proponent nor any of its Sub-Consultants and Sub-Contractors shall proceed with their work if these deviations will influence or affect the appearance or quality of their work or any aspect of the Project until same are corrected by the Successful Proponent. The Successful Proponent shall bear the cost of any delay caused by a deviation by it or any of its Sub-Consultants and Sub-Contractors from the Contract or any accepted practice or standard required under the Contract, without the prior consent of Haldimand Norfolk Housing Corporation. Nothing herein shall alter or derogate from the responsibility of the Successful Proponent under the Contract.

## **52. Successful Proponent's Default and Haldimand Norfolk Housing Corporation's Remedies**

- (1) The provisions of this section are in addition to any other rights, privileges and remedies to which Haldimand Norfolk Housing Corporation is entitled by Law, in equity or otherwise in the Contract.
- (2) The following shall constitute, without limitation, Acts or Events of Default ("Default") by the Successful Proponent (including any of its employees, officers, agents, partners or any other representative performing Work or Services pursuant to, or otherwise connected with, the subject matter of the Contract Documents:
  - (a) where the Successful Proponent fails or neglects to commence or to proceed with the provision of Services diligently and at a rate of progress that in the opinion of Haldimand Norfolk Housing Corporation will ensure entire completion within the time provided for in the Contract;
  - (b) where Haldimand Norfolk Housing Corporation determines reasonably that the Successful Proponent has abandoned its duties with respect to the Project or failed to observe and perform any of the provisions of the Contract, the determination of which Haldimand Norfolk Housing Corporation shall be the sole judge;
  - (c) where the Successful Proponent publicly disparages Haldimand Norfolk Housing Corporation, and/or its officers, directors or employees;
  - (d) where the Successful Proponent has made any material misrepresentation with respect to the Contract;
  - (e) where the Successful Proponent fails to prosecute the Services with the required skill and diligence;
  - (f) where the Successful Proponent fails to comply with and maintain in good standing any insurance policies, professional certificates, permits, licences or approvals required by the Contract or commits any acts or omissions that jeopardizes or may jeopardize these policies, permits, licences or approvals;
  - (g) where the Successful Proponent fails to comply with or observe or perform, or

breaches or violates, any provision, term, covenant, warranty, condition, responsibility and/or obligation of the Contract;

- (h) where the Successful Proponent fails to comply with any Law;
- (i) where the Successful Proponent fails to comply with any instruction or direction of Haldimand Norfolk Housing Corporation;
- (j) where the Successful Proponent sub-consults or sub-contracts the whole or any part of the Contract or the Services or makes an assignment of the Contract or the Services thereunder or any part thereof, without the prior written consent of Haldimand Norfolk Housing Corporation;
- (k) where the Successful Proponent defaults in the completion of the Services within the time limit under the Contract or within a HNHC-extended time limit;
- (l) subject to section 15 Performance Review of these Instructions to Proponents, where the Successful Proponent fails or refuses to correct, rectify or remedy any unsatisfactory or defective Services when so ordered by Haldimand Norfolk Housing Corporation in writing;
- (m) subject to section 15 Performance Review of these Instructions to Proponents, where the Successful Proponent fails to correct, rectify or remedy a deficiency or fails to desist from a violation of any of the provisions of the Contract after receiving written notice from Haldimand Norfolk Housing Corporation to do so;
- (n) where a lien arises with respect to the Services undertaken by the Successful Proponent under this Contract and remains unpaid by the Successful Proponent after demand to pay therefore, unless vacated or discharged and released by payment into a court of competent jurisdiction or otherwise, within five Business Days of such demand, save and except a valid lien of the Successful Proponent registered against the property affected by this Contract;
- (o) where any of the goods, chattels or effects of the Successful Proponent shall at any time during the term of the Contract be seized or taken in execution of attachment; or if a writ of execution shall be issued against the goods, chattels or effects of the Successful Proponent; or if the Successful Proponent shall make any assignment for the benefit of creditors; or if the Successful Proponent shall be adjudged bankrupt or insolvent, commit any act of bankruptcy or insolvency or make any Proposal under or take advantage of any of the provisions of any act or statutes whatsoever that may be in force regarding bankrupt or insolvent debtors or debtors who are not able to or do not pay their debts promptly and in full; or if a receiving order or winding up order shall be made against or in respect of the Successful Proponent; or if any actions or proceedings shall be taken to wind up, dissolve or liquidate the Successful Proponent or its assets by, against or in respect of the Successful Proponent; or where a resolution is passed or any other act undertaken for the winding up of the Successful Proponent; or a receiver, manager or trustee is appointed in respect of the business or assets of the Successful Proponent, or any part of thereof, by a court of competent

jurisdiction, or under any contract;

- (p) where the Successful Proponent ceases or threatens to cease to carry on its business, or where the Successful Proponent makes or agrees to make a bulk sale of its assets; or defaults in payment of any indebtedness or liability to a Bank or other lending institution, whether secured or not.
- (3) Without restricting, limiting, precluding or otherwise prejudicing any other right, privilege or remedy of Haldimand Norfolk Housing Corporation provided in the Contract or by Law or in equity, in the event that the Successful Proponent has committed an Act of Default or an Event of Default has occurred, Haldimand Norfolk Housing Corporation may provide written notice (“Default Notice”) to the Successful Proponent to the effect that if the Successful Proponent does not completely remedy the Default to the satisfaction of Haldimand Norfolk Housing Corporation within five Business Days of delivery of the Default Notice, or such other period of time as may be specifically provided for under the Contract or otherwise granted by Haldimand Norfolk Housing Corporation in writing, in its absolute discretion, then Haldimand Norfolk Housing Corporation may terminate the Contract and/or the Services of the Successful Proponent immediately.
- (4) Notwithstanding subsection (3) and without prejudice to or foregoing any other right, privilege or remedy of Haldimand Norfolk Housing Corporation, in the event that emergency Work and/or Services is/are necessitated as a result of the Default of the Successful Proponent, such Work and/or Services may be undertaken immediately, without notice, by Haldimand Norfolk Housing Corporation and all reasonable costs, expenses and expenditures of Haldimand Norfolk Housing Corporation of such emergency Work and/or Services shall be borne by the Successful Proponent and payable forthwith upon written demand by Haldimand Norfolk Housing Corporation, with particulars of the emergency and Work and/or Services necessitated thereby, and Haldimand Norfolk Housing Corporation shall have no liability to the Successful Proponent for any loss or damage whatsoever resulting from such action by Haldimand Norfolk Housing Corporation.
- (5) If the Default is not completely remedied to the satisfaction of Haldimand Norfolk Housing Corporation in accordance with subsection (3), Haldimand Norfolk Housing Corporation may terminate the Contract immediately and enforce any performance bond, letter of credit or other performance security provided by the Successful Proponent (where applicable).
- (6) A waiver of a Default shall not extend to, or be taken in any manner whatsoever to affect the rights of Haldimand Norfolk Housing Corporation with respect to any subsequent default, whether similar or not.
- (7) The remedies provided in these Instructions to Proponents are in addition to all other legal, equitable or statutory remedies to which Haldimand Norfolk Housing Corporation is otherwise entitled, as well as any other remedies stipulated in the Contract, and the taking of any one remedy shall not preclude the taking of any other remedy.
- (8) If Haldimand Norfolk Housing Corporation terminates the Contract as a result of an Act or Event of Default, in addition to any other rights, privileges and remedies it is entitled



to, Haldimand Norfolk Housing Corporation may:

- (a) take possession of all of the work in progress, Supplies, Goods, materials and equipment then at the Project site (at no additional charge for the retention or use of the equipment), and complete the Services by whatever means Haldimand Norfolk Housing Corporation may deem appropriate under the circumstances;
  - (b) withhold any further payments to the Successful Proponent until the completion of the Services and the expiry of all obligations; and
  - (c) recover from the Successful Proponent loss, damage and expense incurred by Haldimand Norfolk Housing Corporation or may be incurred by Haldimand Norfolk Housing Corporation by reason of the Successful Proponent's default (which may be deducted from any monies due or becoming due to the Successful Proponent, with any balance remaining to be paid by the Successful Proponent to Haldimand Norfolk Housing Corporation).
- (9) All costs, expenses and expenditures of Haldimand Norfolk Housing Corporation herein shall be deemed an additional charge due to Haldimand Norfolk Housing Corporation and shall be paid by the Successful Proponent upon demand and, if not so paid, shall bear interest at the Canadian Prime Interest Rate plus five percent (5%) calculated from the time the funds were due and payable to Haldimand Norfolk Housing Corporation. "Canadian Prime Interest Rate" means the rate of interest publicly quoted from time to time by the Canadian Imperial Bank of Commerce as its prime rate for Canadian dollar commercial loans made at its main branch in Toronto Ontario, or the corresponding rate of such other Canadian chartered bank as the Haldimand Norfolk Housing Corporation may designate from time to time.
- (10) Unless Haldimand Norfolk Housing Corporation otherwise agrees in writing and without limiting any other provision of this section, the failure, refusal or neglect by the Successful Proponent to deliver the Services in a diligent manner within the time specified or to promptly replace, remedy or correct the Successful Proponent's performance and/or Services as required pursuant to the Contract (when that originally supplied is rejected as unsatisfactory, unacceptable or deficient) shall be deemed to constitute an authority for Haldimand Norfolk Housing Corporation to purchase and/or replace the Services in question on the open market. The Successful Proponent shall forthwith reimburse Haldimand Norfolk Housing Corporation for all of its extra costs and expenses incurred to purchase and/or replace such Services, and Haldimand Norfolk Housing Corporation's internal costs and any delay costs.

### **53. Information to be Kept Confidential**

- (1) Confidentiality of records and information of Haldimand Norfolk Housing Corporation relating to this Project must be maintained at all times. All documentation and communications, written and verbal, related to this Project and the Contract, whether provided by Haldimand Norfolk Housing Corporation or on Haldimand Norfolk Housing Corporation's behalf or otherwise is deemed confidential unless expressly provided otherwise. All correspondence, documentation and information provided by Haldimand Norfolk Housing Corporation's Representatives to the Successful Proponent in

connection with, or arising out of this Contract remains the property of Haldimand Norfolk Housing Corporation; must be treated as confidential; and must not be used for any purpose other than for fulfillment of this Contract. Throughout the term of the Contract and thereafter, the Successful Proponent shall safeguard all information provided by Haldimand Norfolk Housing Corporation and Haldimand Norfolk Housing Corporation's Representatives and any other person at the request of Haldimand Norfolk Housing Corporation, to the Successful Proponent or any of its directors, officers, employees, agents and representatives and, in particular, the Successful Proponent shall

- (a) maintain in strict confidence all information concerning Haldimand Norfolk Housing Corporation, its employees, representatives, Independent Consultants, residents or any other person that comes to it by reason of acting as a Successful Proponent to Haldimand Norfolk Housing Corporation,
  - (b) not reproduce or disclose any such information to any person except as required by Law or as expressly permitted in advance by Haldimand Norfolk Housing Corporation in writing,
  - (c) return forthwith and without demand all such information as may be in documentary form or recorded electronically upon the termination of its Services as a Successful Proponent,
  - (d) not use any of the information, within the scope of this section, for any other purpose other than the purpose for which it was provided by Haldimand Norfolk Housing Corporation or by any other person at the request of Haldimand Norfolk Housing Corporation,
  - (e) not divulge or disclose any confidential information communicated to or acquired by it in the course of carrying out the Services provided for herein, except as may be required by Law or as expressly permitted in advance by Haldimand Norfolk Housing Corporation in writing, and
  - (f) not use any of the information, within the scope of this section, on any other project without the prior written approval of Haldimand Norfolk Housing Corporation.
- (2) This Contract is subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and *Personal Health Information Protection Act* ("PHIPA") as well as the HNHC's obligations thereunder. The Successful Proponent shall strictly comply with the requirements of such legislation as well as the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5. The Successful Proponent shall protect all personal and confidential information of HNHC and HNHC's Representatives, together with that of any person required by the foregoing Acts, and shall not deposit, store or hold any such information in such a manner that it is subject to seizure or disclosure under the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act) Act of 2001*, as amended, in contravention of the provisions of MFIPPA, PHIPA or any other applicable Canadian privacy legislation.

- (3) All correspondence, documentation and information provided to HNHC and/or HNHC's Representatives by the Successful Proponent in connection with, or arising out of this Contract, will become the property of HNHC and a record of HNHC. The foregoing records and the Contract are subject to the provisions of the MFIPPA and PHIPA and HNHC's obligations thereunder and may be released pursuant to such Acts. Subject to foregoing, HNHC will use its best efforts not to disclose any information marked as confidential but shall not be liable in any manner to a Proponent or any other person where information is disclosed by virtue of an order of the Privacy Commissioner, a court of competent jurisdiction or otherwise as required by Law. HNHC further makes no representations or warranties that the identification of a document as confidential will prevent its release under the provisions of MFIPPA, PHIPA or otherwise under Law.

#### **54. Non-disclosure and No Comment**

- (1) The Successful Proponent shall not disclose, distribute, publish or issue any information, details or document concerning any aspect of this Contract, the Contract Documents, the Project and Services to a third party except:
- (a) where prior written authorization or consent of Haldimand Norfolk Housing Corporation has been provided by Haldimand Norfolk Housing Corporation, which consent may be unreasonably withheld by Haldimand Norfolk Housing Corporation in its unfettered discretion; or
  - (b) where such disclosure, distribution, publication or issuance is necessary to perform the Services, is only to a person directly engaged in performing Services or work under the Contract and is only to the extent required for the Services or work to be performed; or
  - (c) is required to be disclosed by Law.
- (2) The Successful Proponent shall restrain its employees and Sub-Consultants and Sub-Contractors from giving unauthorized information or otherwise contravening this section.
- (3) After the Contract is awarded, the Successful Proponent shall refer all inquiries from all third parties not involved in carrying out the Contract that relate to the Contract or the Project, Work or Supply to be undertaken within the scope of the Contract to Haldimand Norfolk Housing Corporation's Contract Administrator.

#### **55. Information Provided by Haldimand Norfolk Housing Corporation**

Unless expressly provided otherwise in the Contract, all information supplied by Haldimand Norfolk Housing Corporation or on behalf of Haldimand Norfolk Housing Corporation to the Successful Proponent for purposes of performing its Services in connection with the Project shall be provided solely for information purposes and does not form part of this Contract. The information is not guaranteed or warranted to be accurate by Haldimand Norfolk Housing Corporation, nor is it necessarily comprehensive or exhaustive. Haldimand Norfolk Housing Corporation accepts no responsibility for and/or liability with respect to the completeness and accuracy of such information. The Successful Proponent shall take all steps that it deems appropriate to satisfy itself of the accuracy of any such information and shall not make any

claim against Haldimand Norfolk Housing Corporation because of any error or inaccuracy that might exist in such information.

## **56. Copyright and Use of Documents**

The Total Contract Price shall include all payments made or to be made to any third party in respect of any right, patent, design, trademark or copyright used for the purpose of the Successful Proponent performing the Contract.

## **57. Governing Law**

This Contract shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Unless Haldimand Norfolk Housing Corporation otherwise agrees in writing, any action or other legal proceeding arising under or with respect to the Contract (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Simcoe, Ontario. In the event that there is no applicable Court or tribunal sitting in Simcoe, the proceeding shall be brought in the court (or other forum) of competent jurisdiction nearest to Simcoe within the Province of Ontario.

## **58. Severance Where Provision Illegal, etc.**

If any provision or provisions of this Contract or parts thereof or any of the Contract Documents or the application thereof to any person or circumstances shall be found is/are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Contract shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or unenforceable. The remaining terms and provisions of the Contract and its application to any person or circumstances shall not be affected thereby, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of Haldimand Norfolk Housing Corporation and Successful Proponent.

## **59. Contract Non Exclusive**

Unless otherwise expressly provided in the Contract Documents, no contract shall be deemed or construed to confer upon the Successful Proponent an exclusive right to supply those Services to Haldimand Norfolk Housing Corporation for the Project or otherwise.

## **60. Accrued Rights and Remedies**

Neither the expiration nor the termination of this Contract shall prejudice or affect any right of action, privilege or remedy which shall have accrued or shall thereafter accrue to Haldimand Norfolk Housing Corporation.

## **61. Excessive Claims**

(1) Haldimand Norfolk Housing Corporation may review and disallow an invoice, or reduce the amount of an invoice, submitted for hourly labour costs, or for material supplied,

where Haldimand Norfolk Housing Corporation's Technical Services Manager concludes on reasonable grounds that the amount of that invoice is excessive, taking into account the time and materials that would ordinarily be required by a competent professional or tradesman to carry out the Work or Project to which the invoice relates.

- (2) Prior to disallowing or reducing an invoice under subsection (1), Haldimand Norfolk Housing Corporation shall notify the Successful Proponent in writing of its intention to review the invoice in question, and shall allow the Successful Proponent to make written or oral representations to Haldimand Norfolk Housing Corporation's Technical Services Manager as to whether the amount invoiced is excessive. The Technical Services Manager shall take those representations and all other relevant facts into account before reaching any conclusion under subsection (1). Any decision made by the Technical Services Manager under this section is final and conclusive between the parties.
- (3) No invoice shall be disallowed under this section where the billing to which it relates is in strict accord with the terms of the Contract Documents.

## **62. Force Majeure**

- (1) In this section, "Force Majeure" means a delay in the performance of the Services occurring other than as a result of the deliberate act or negligence of either party respectively, and which
  - (a) could not have been reasonably foreseen, and
  - (b) was caused by an event beyond the reasonable control of each party respectively,

and for the sake of greater certainty shall include any one or more of the following:

- (a) acts of God, the Queen or Her enemies;
  - (b) civil war; insurrections or riots;
  - (c) fires; floods; explosions; earthquakes or serious major accidents;
  - (d) unusually severe weather; epidemics or quarantine restrictions;
  - (e) governmental priorities or allocation regulations or orders affecting materials, labour, equipment and facilities;
  - (f) fuel shortages or freight embargoes; or
  - (g) strikes or labour troubles causing cessation, slowdown or interruption of work or other similar events relating to a person other than the Successful Proponent (or any Sub-Consultant or Sub-Contractor).
- (2) In the event of the occurrence of a Force Majeure,
    - (a) the time for completing that portion of the supply Services, or the completion of

the Project to which the RFP relates, which has been delayed by reason of the Force Majeure shall be extended by a period equal to the delay so caused;

- (b) the date for the payment of any portion of the price or any costs or fees shall be adjusted accordingly, without adjustment of the price; and

but subject to the foregoing, each party shall be excused from performance so long as the Force Majeure persists, and shall not be considered to be in default under this section, if and to the extent that its failure of, or delay in performance is due to that Force Majeure.

- (3) Where a Force Majeure remains in effect for more than 90 days, either party may terminate the Contract upon 30 days' written notice to the other party, provided at the time when that notice is given the Force Majeure is then continuing.
- (4) While a Force Majeure subsists which prevents the Successful Proponent from performing its Services with respect to the Project, Haldimand Norfolk Housing Corporation may engage another consultant or supplier to perform those obligations on an interim basis.

### **63. Successors and Assigns**

- (1) This Contract and all terms, covenants, conditions and provisions herein shall be binding upon and shall inure to the benefit of Haldimand Norfolk Housing Corporation and the Successful Proponent and their respective permitted assigns, successors and legal representatives.
- (2) The Successful Proponent shall not assign, transfer or encumber in any manner or part this Contract without the prior written consent of Haldimand Norfolk Housing Corporation. Any attempt to assign, transfer or encumber any of the rights, duties or obligations of this Contract without such consent of Haldimand Norfolk Housing Corporation is void. The Successful Proponent shall not sub-contract this Contract or any part thereof to a third party or undergo a change in effective voting control (if the Successful Proponent is a corporation), without the prior written consent of Haldimand Norfolk Housing Corporation. The Successful Proponent shall not change any approved Sub-Consultant or Sub-Contractor without the prior written consent of Haldimand Norfolk Housing Corporation. The Successful Proponent shall not change any approved Design Project Leader without the prior written consent of Haldimand Norfolk Housing Corporation. No assignment, sub-consulting or sub-contracting shall, in any circumstances, relieve the Successful Proponent of its responsibilities, obligations and liabilities under the Contract.
- (3) It shall be a condition precedent of any approval or consent granted by Haldimand Norfolk Housing Corporation, pursuant to this section, that the Successful Proponent shall be responsible for all costs of Haldimand Norfolk Housing Corporation to investigate and consider a proposed Sub-Consultant, Sub-Contractor, or proposed assignee including but not limited to Haldimand Norfolk Housing Corporation's internal staff costs and all legal, financial and consultant costs. Such costs shall be payable by the Successful Proponent regardless of whether an approval or consent is granted or

not. No approval of Haldimand Norfolk Housing Corporation shall be effective until the Successful Proponent has first paid to Haldimand Norfolk Housing Corporation its costs with respect to same. Any delay in the commencement of the Services or in the performance of the Services or the Successful Proponent's obligations under the Contract related to or arising from Haldimand Norfolk Housing Corporation's consideration of the Successful Proponent's request for a Sub-Consultant change or assignment shall be solely borne by the Successful Proponent.

#### **64. Accommodations for Proponents with Disabilities**

- (1) In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Haldimand Norfolk Housing Corporation of Simcoe will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- (2) If a Proponent requires this Request for Proposals in a different format to accommodate a disability, the Proponent must contact the Senior Procurement Specialist as soon as possible and in any event prior to the closing date. The Request for Proposals in the different format will be issued only to the requesting Proponent and all Addenda will be issued in such different format only to the requesting Proponent.

#### **65. Ontarians with Disabilities Act, 2001 (ODA) and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)**

- (1) The Successful Proponent shall ensure that all of its employees, agents, volunteers and any Sub-Contractors comply with all applicable accessibility laws, regulations and by-laws, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/11 (Integrated Accessibility Standards), during the term of the Contract.
- (2) Without limiting the generality of the foregoing, the Successful Proponent shall ensure that all of its employees, agents, volunteers and any Sub-Contractors who, as part of the Contract:
  - (a) deal with members of the public or other third parties, or
  - (b) participate in developing policies, practices and procedures governing the provision of goods or services to members of the public or other third parties,

receive training about the provision of its goods or services to persons with disabilities. The Successful Proponent shall ensure that such training includes, without limitation, a review of the purposes of the AODA and the requirements of Ontario Regulation 429/07.

- (3) Prior to commencing Work, the Successful Proponent shall provide a Statement of Acknowledgement to Haldimand Norfolk Housing Corporation that it has read and understands the Haldimand Norfolk Housing Corporation's Accessible Customer

Service Policy; that it has provided the training required by said Policy; and that it will comply with the requirements of said Policy and applicable accessibility laws, regulations and by-laws.

- (4) Haldimand Norfolk Housing Corporation reserves the right to inspect the Successful Proponent's training records relating to Ontario Regulation 429/07 and Ontario Regulation 191/11, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. Haldimand Norfolk Housing Corporation also reserves the right to require the Successful Proponent to amend its training policies, practices and procedures if Haldimand Norfolk Housing Corporation deems the training is not compliant with the requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11.
- (5) See AODA Contractor/Vendor Compliance Statement Form & Accessible Customer Service Policy attached in Appendix 8.

## **66. Set-off**

The parties agree that Haldimand Norfolk Housing Corporation has the contractual right to set-off against any amounts owing by Haldimand Norfolk Housing Corporation to the Successful Proponent under this Contract, any amount owed to Haldimand Norfolk Housing Corporation by the Successful Proponent, whether such amount arises from this Contract or under any other contract between Haldimand Norfolk Housing Corporation and the Successful Proponent, irrespective of whether or not those contracts are related or arise at equity or law.



## SPECIAL PROVISIONS

### 1. AWARD OF CONTRACT

Subject to Haldimand Norfolk Housing Corporation's reserved rights and privileges set out in the Request for Proposals, the Contract shall be awarded to the compliant Proponents who have:

(a) met the Benchmark;

(b) met the minimum required score for each evaluation category, if any, as set out in Criteria for the Evaluation of Technical Proposals of the Proposal Submission Information section of this Request for Proposals.

Proponents must achieve the minimum points in the evaluation criteria table, with an overall score of 75 or higher, to be considered.

If there is a tie, then the following tie-breaking measure will be used to select the Successful Proponent:

The Proposal with the highest total combined score for following sections in Criteria for the Evaluation of Proposals:

Section 2 Resources of the Firm and

Section 5 Demonstrated Success in Social Housing Development

## APPENDIX 5

### **Draft Reference Plan, Massing, Draft Task/Project Schedule**



## APPENDIX 6 CONSULTING AGREEMENT

THIS AGREEMENT made as of the **xxx** day of **xxxxx, 2024** (the "Effective Date").

BETWEEN:

**Haldimand Norfolk Housing Corporation (HNHC)**  
located in **Simcoe**, Ontario (the "Owner")

AND

**Proponent**  
located in **xxxxx, xxxxx** (the "Consultant")

(each a "Party" and collectively the "Parties")

### RECITALS

A. The Owner is a provider of social and affordable housing that owns and operates 400 **units of housing** located in Haldimand and Norfolk Counties, Ontario (the "**Project**").

B. The Consultant is the successful proponent sourced and approved by HNHC Staff xxxxxx, xxxxx for the provision of professional services for Development Consultant Gibraltar Street Delhi Development for Haldimand Norfolk Housing Corporation set out in Appendix 1 (the "**Services**").

**NOW THEREFORE THIS AGREEMENT WITNESSES** in consideration of the premises and the mutual promises contained in this Agreement, the parties agree as follows:

### **ARTICLE 1 : SERVICES**

The Consultant agrees to provide the Services to the Owner. The Services will be provided in a timely manner in accordance with the schedule provided by the Owner. For clarity, the Services required under this Agreement must be completed in their entirety by the project schedule outlined in Appendix 1, and as amended as required and agreed to by both parties.

### 1.1 Standard of Care

(a) The Consultant shall perform and complete the Services in compliance with all applicable Laws and Regulations and in a manner that will not impair the ongoing operation of the Project. The Consultant covenants that it has all the requisite permits, consents, and authorizations to conduct the Services.

(b) The Consultant shall exercise the standard of care, skill and diligence normally provided by an experienced and prudent [Engineer](#) licensed and duly qualified in Ontario, supplying similar services for projects of comparable size, structure and complexity, in a first class, expeditious, professional and timely manner, in accordance with modern practice and in a thorough and workmanlike manner.

(c) No inspection, review, comment approval, verification, confirmation, certification, acknowledgement or audit pursuant to the provisions of this Agreement by the Owner (or anyone on its behalf), or any failure of the Owner to do so, shall relieve the Consultant from performing or fulfilling any of its obligations under this Agreement or, subject to the provisions of this Agreement, be construed as an acceptance of all or any part of the Services.

(d) The Consultant shall provide an adequate staff of skilled and experienced professional personnel with expertise to perform the Services in a competent and timely manner.

(e) The Consultant is solely responsible, as principal and not as the Owner's agent, for the employment, remuneration, and training of all employees, agents, subconsultants and representatives of the Consultant, or retained by the Consultant, for performance of the Services.

### 1.2 Health and Safety

(a) Without limiting its general obligation to comply with laws, where applicable, the Consultant acknowledges and agrees to comply in all respects with the terms and provisions of the Occupational Health and Safety Act and Regulations for Construction Projects (particularly the most current edition of the [Regulations for Construction Projects R 213/ 91](#)), and all other regulations made under the Occupational Health and Safety Act (Ontario) as it may be amended from time to time. The Consultant shall be responsible for the safety of its employees, suppliers,

subcontractors, and visitors to the Project, and must ensure that proper safety equipment and procedures are used at all times and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services.

(b) If the Owner retains a construction manager or otherwise delegates health and safety responsibilities, the Consultant shall acknowledge in writing such safety guidelines as the Owner's appointee requires.

(c) The Consultant must be registered with the Workplace Safety and Insurance Board ("**WSIB**") as an Employer and must maintain registration as an Employer with the WSIB for the duration of this Agreement. The Consultant shall provide the Owner a valid copy of a current WSIB Clearance Certificate upon the execution of this Agreement and agrees to provide valid clearance certificates for the duration of this Agreement upon request.

### 1.3 **Additional Services**

(a) The Owner may request that the Consultant perform Additional Services by providing a request in writing to the Consultant. Such written request shall constitute an amendment to this Agreement. The Consultant shall not perform and will not be compensated for any Additional Services without a written request for Additional Services executed by the Owner, which shall set any compensation and method of payment for such Additional Services.

### 1.4 **Subconsultants**

(a) The Consultant has been engaged to provide the Services directly and shall not delegate, assign or subcontract any of the Services, or any component of the Services, to any subconsultant without the prior consent of the Owner, which may not be unreasonably withheld (an approved subconsultant being referred to in this Agreement as a "**Subconsultant**"). The Owner confirms that it has approved all Subconsultants listed on Appendix 3 to this Agreement.

(b) The Consultant shall remove or vacate any liens registered on title to the Site by any Subconsultant within 15 days of such registration, failing which the Owner may, at the Consultant's expense, (i) withhold such funds, as may be required to satisfy such lien and/or (ii) vacate or release such lien; and in either case, the Owner may set-off its cost of doing so against amounts owing to the Consultant.

### 1.5 **Deficiencies**

(a) The Owner or its representative shall have the right to review, at all reasonable times, the Consultant's performance of the Services. Any failure on the part of the

Owner to discover or reject Services not performed in accordance with this Agreement shall not be construed as acceptance by the Owner of such Services.

(i) The Owner may give reasonable notice to the Consultant with particulars that the provision of the Services under this Agreement are not being, or have not been, performed in a manner satisfactory to the Owner, and the deficiencies requiring correction. Upon receiving such notice, the Consultant shall, at its own expense, take immediate corrective action and complete the correction of the deficiency within fourteen (14) days. Should the Consultant's attempt to correct such deficiencies be unsuccessful, the Owner may elect to give the Consultant additional opportunities to correct the deficiencies, without prejudice to the Owner's right to terminate the Agreement forthwith without liability to the Owner should the Consultant's subsequent attempts to correct the deficiencies be unsuccessful. The Owner may also remedy the deficiency itself and charge the Consultant all of its costs to do so, or set off such costs against any amount owing to the Consultant under this Agreement. This provision will survive the termination or expiration of this Agreement.

## 1.6 Ownership

(a) All working papers, materials, products, concepts, presentations, data, reports appendices, photographs, drawings, templates and any other documents and other property arising out of or produced in the performance of this Agreement shall upon completion and submission to the Owner become the exclusive property of the Owner. The Owner shall have ownership of all copyright, moral rights, patents, trademarks and industrial designs arising from the performance of this Agreement.

(b) Copies of all information obtained by the Consultant, including environmental and technical reports, and all other information directly related to, and accumulated over the course of the performance of, the Services shall be the property of the Owner, and, upon termination of this Agreement, shall be provided or returned to the Owner, as applicable, in electronic format where it exists in electronic format, and in its original format, when not in electronic format. Any information retained by the Consultant shall remain confidential.

## **ARTICLE 2: TERM**

2.1 Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and terminate (1) year after the date of certification of substantial performance of the Work pursuant to the *Construction Act* (Ontario), (the "**Term**").

## **ARTICLE 3 : FEES**

### **3.1 Fees**

(a) The Owner shall pay to the Consultant, as consideration to the provision of the Services, the fees described in Appendix 1 (the “Fees”). The Fees are exclusive of Harmonized Sales Tax.

(b) Unless specifically noted in Appendix 1, the Consultant is not entitled to reimbursement of any costs incurred to provide the Services.

### **3.2 Payment**

(a) The Consultant shall submit monthly applications for payment to the Owner based upon the Services performed within fifteen (15) days following the end of each calendar month.

(b) The Owner shall, no later than thirty (30) days after receipt of an application for payment from the Consultant, pay the Consultant the amount applied for or such other amount as the Owner determines to be properly due. If the Owner requires amendments to the application for payment, it will promptly notify the Consultant in writing, giving reasons for the amendment.

### **3.3 Owner's Right of Set-Off**

(a) The Owner may set off against any payment owing to the Consultant, any amounts owing to the Owner arising from:

- (i) the Consultant’s failure to immediately remove construction liens arising from the performance of the Services in accordance with the provisions of this Agreement;
- (ii) a material breach of this Agreement (including, without limitation, a breach of the health and safety requirements), by the Consultant; and/or
- (iii) any claims for indemnification made by the Owner relating to the Project in accordance with this Agreement.

### **3.4 Personnel**

(a) The Consultant shall commit as many people and person-hours to the Project as are needed, from time to time, to complete the Services in accordance with this Agreement, including the personnel identified on Appendix 4 [to this Agreement, if any](#), (the “Key Personnel”). The Consultant shall not replace any of the Key Personnel without the prior written approval of the Owner. If any of the Key Personnel become unavailable to perform the Services, then the Consultant shall promptly designate a replacement(s) who shall be subject to the Owner's written approval. The Owner shall be entitled to complete information on any such replacement of the Key Personnel, including a current resume.

(b) The Consultant acknowledges that the Owner, in awarding this Agreement, has relied on the Consultant's representations that the Key Personnel will be available to perform or provide the Services throughout the duration of this Agreement.

### **3.5 Accounting and Audit**

(a) The Consultant shall maintain and keep accurate Project records (which means all tangible records, documents, computer printouts, electronic information, books, plans, drawings, specifications, accounts or other information) relating to the Services for a period of three (3) years from the completion or termination of its Services under this Agreement. The Consultant shall maintain the original Project records in its office until all Claims have been settled as required by applicable law.

(b) The Consultant shall allow the Owner or other persons authorized by the Owner access to the records relating to the Services for such period of time that the Consultant is required to maintain the records set out in Article 3.3(a). The Consultant shall be provided with forty-eight (48) hours' prior notice for such access. The Consultant shall promptly provide, at the sole cost of the Owner, a certified copy of any part of the records required by the Owner when requested by the Owner.

## **ARTICLE 4 : REPRESENTATIONS AND WARRANTIES**

4.1 The Consultant represents and warrants to the Owner that:

(a) it has the full power and authority to enter into and perform each and every covenant and agreement contained in this Agreement;

(b) this Agreement has been duly authorized, executed and delivered by the Consultant and constitutes a valid, binding and legally enforceable agreement of the Consultant in accordance with its terms; and

(c) the execution, delivery, and performance of the covenants and agreements contained in this Agreement are not, in any manner or to any extent, limited or restricted by, nor do they conflict with, any applicable laws, commercial arrangements, obligations or agreements or other instruments that the Consultant is either bound or subject to.

## **ARTICLE 5 : TERMINATION AND SUSPENSION BY THE OWNER**

5.1 **Termination**



(a) Either Party, may terminate this Agreement at any time, without cause, by providing at least twenty (20) days' prior written notice to the Consultant. The Consultant shall be entitled to any Fees outstanding on the date of such termination of this Agreement.

(b) Either Party may terminate this Agreement if:

the other breaching Party makes a material misrepresentation, or fails to carry out a material duty or obligation under this Agreement after receiving from the non-breaching Party a written notice of such failure specifying the details thereof and provided that the breaching Party has not cured (or has failed to commence efforts to cure and thereafter to diligently pursue said cure where such cure cannot be attained with reasonable effort within the thirty (30) day period, each to the satisfaction of the non-breaching Party) such failure within thirty (30) days from receipt of such notice from the non-breaching Party; or

(i) the Consultant ceases or threatens to cease to carry on business, or the Owner has reasonable grounds for believing that such an event will occur;

(ii) the Consultant made an assignment of this Agreement without the required consent; or

(iii) the Consultant becomes insolvent, admits in writing its inability to pay its debts as they mature, files an involuntary petition in bankruptcy or makes an assignment for the benefit of creditors.

(c) If any Fees for Services provided remain outstanding on the date of termination of this Agreement, the Consultant will claim those amounts directly from the Owner.

(d) On the service of a notice of termination and upon payment of the outstanding Services, the Consultant shall turn over to the Owner, on a timely basis, all of the Consultant's records, files, documents, materials, drawings, and any other items relating to the Project, whether located on the Project, at the Consultant's office or elsewhere, and shall vacate the Project in accordance with the Owner's reasonable instructions. The Consultant shall co-operate with the Owner and provide legal assignment to the Owner of any of the Consultant's rights in any agreement relating to the Project as the Owner may require, and the Consultant shall not do anything to impede the Owner's ability to proceed with the Services. The Owner may retain such records, files, documents, materials, drawings and any other items for such time as it may need them and may reproduce any and all such items for its own use.

## 5.2 Suspension

(a) The Owner reserves the right to suspend all or any part of the Services, without cause, upon such conditions as the Owner may require, and shall give at least ten (10) days' written notice to the Consultant. Any claim for additional compensation on account of an Owner-ordered suspension of Services, not related to any wrongful action or omission of the Consultant or anyone employed or engaged by it, directly or indirectly (including any consultant party), shall be limited to the reasonable costs incurred by the Consultant and submitted to and approved by the Owner.

(b) If the Project is suspended in whole or in part for a continuous period of one hundred and eighty (180) days or more, the Owner may, by giving the Consultant written notice, terminate this Agreement.

## **ARTICLE 6 : INSURANCE**

6.1 For the Term and an additional period of three (3) years, the Consultant shall, at its own expense, obtain and maintain, in good standing, or cause to be obtained and maintained by its subconsultants, the following insurances:

(a) general liability insurance in the amount of \$2,000,000 for any one occurrence which shall:

(i) include a broad form of property damage endorsement and coverage for personal injury, contractual liability, products and completed operations, and non-owned automobile;

(ii) be endorsed to name the Owner as an additional insured with respect to liability arising out of the operations and Services of the Consultant, its employees, agents, subconsultants and representatives;

(iii) constitute primary coverage and not coverage in excess of, or contributory with, any insurance otherwise available to the Client; and

(iv) provide the Owner with thirty (30) days' notice of cancellation;

(b) professional liability insurance with a limit of no less than \$2,000,000 per claim, subject to an annual aggregate of \$2,000,000; and

(c) automobile insurance per statutory requirements in Ontario – with a third party liability limit of not less than \$2,000,000 per occurrence.

Upon execution of this Agreement, the Consultant shall furnish and provide certificates of insurance to the Owner evidencing the policies in Article 6.1 and any changes to these policies throughout the Term. The Consultant shall be solely liable for any damages sustained by the

Owner for failing to comply with Article 6.1. The Owner shall have the right, without obligation to do so, to obtain and maintain such insurance. The Consultant shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due or may become due to the Consultant. In the event of an insurance claim for which the Consultant is responsible, and the Owner has obtained insurance coverage or supplemental insurance coverage on behalf of the Consultant, the Consultant shall be solely responsible for any deductible and retention amounts or any other fees or costs paid by the Owner in settlement of the insurance claim.

## **ARTICLE 7 : INDEMNIFICATION**

7.1 The Consultant hereby indemnifies and saves harmless the Owner and its affiliates and its officers, directors, employees and members from and against any and all liabilities, claims, damages, costs, expenses or losses (including without limitation, taxes, any governmental charges, penalties, interest and reasonable legal fees and disbursements) (“**Claims**”) imposed upon or incurred by the Owner, except to the extent that such Claims are the direct result of the Owner's negligent acts or omissions, in connection with:

(a) the Consultant’s, Subconsultants, and those for whom they are responsible for at law, performance or non-performance of the Services; or

(b) the Consultant's breach of any of its covenants, representations or warranties contained in this Agreement or its negligent acts or omissions or those of its employees, directors, officers, consultants, subconsultants or agents; or

(c) the infringement of any third party patent, copyright, trade mark, trade secret or trade name in connection with the Consultant’s performance of the Services hereunder; or

(d) any damage caused to the property or premises of the Owner in the performance of the Services, and the Consultant, at its sole expense, shall defend such Claim, provided that the Owner may participate in the defense without relieving the Consultant of its obligations under this Agreement.

7.2 The Owner hereby indemnifies and saves harmless the Consultant and its affiliates and its officers, directors, employees and members from and against any and all Claims imposed upon or incurred by the Consultant, except to the extent that such Claims are the direct result of the Consultant's negligent acts or omissions, in connection with the Owner's breach of any of its covenants, representations or warranties contained in this Agreement or its negligent acts or omissions or those of its employees, directors, officers, consultants, subconsultants or agents.

7.3 IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT, WILL EITHER **PARTY** BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 8 : CONFIDENTIALITY**

8.1 Subject to the Owner's obligations under applicable privacy legislation, the Consultant, both during and following the Term of this Agreement, shall treat as confidential and secure all material and information that is the property of the Owner or in any way relates to the Project and is in the possession or under the control of the Consultant pursuant to this Agreement. The Consultant shall not, directly or indirectly, disclose or use any such material or information without first obtaining the written consent of the Owner for such disclosure or use. Without limiting the generality of the foregoing:

- (a) the Consultant shall not use information acquired through the performance of this Agreement to gain advantage in any other project or undertaking irrespective of the topic, scale, or scope of such projects or undertakings;
- (b) the Consultant shall not disclose or use any confidential information that the Owner cannot or may not wish to disclose or use under the applicable privacy legislation; and
- (c) the confidential information referred to in this Article shall not include:
  - (i) public information or information in the public domain at the time of receipt by the purchaser or its consultants, agents, advisors and solicitors;
  - (ii) information required to be disclosed by law; or
  - (iii) information received in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations.

## **ARTICLE 9 : RELATIONSHIP OF THE PARTIES**

9.1 The Consultant is an independent Consultant with respect to all the Services. The Consultant shall not enter, or purport to enter, into any contract or subcontract on behalf of the Owner without the Owner's express written consent. The parties specifically and expressly disclaim any intention to create a partnership, employment relationship or to constitute any party as the agent of the other. Nothing in this Agreement shall result in a party being a partner of the other party nor impose any partnership obligation on any party.

## **ARTICLE 10 : RETURN OF MATERIALS**

10.1 On termination of the Services for any reason, each of the parties agrees to promptly deliver to the other party all property of the other in its possession, including all confidential information.

## **ARTICLE 11 : CONFLICT OF INTEREST**

11.1 The Consultant will carry out the Services without an actual, potential or perceived conflict of interest.

11.2 For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Consultant; or
- (b) any person who has the capacity to influence the Consultant's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Consultant's objective, unbiased and impartial judgment relating to the Services.

11.3 The Consultant will:

- (a) disclose to the Owner, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Owner may prescribe as a result of the disclosure

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

## **ARTICLE 12 : PROVISIONS SURVIVING TERMINATION**

12.1 Each and all of the provisions of Articles 1.7, 3.3, 3.5, Article 6, Article 7, and Article 9 shall survive the termination or expiration of this Agreement.

## **ARTICLE 13 : GENERAL**

13.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and the laws of Canada applicable in that province.

13.2 The Consultant may not assign, pledge or encumber its interest in this Agreement nor assign any of its rights or obligations under this Agreement without the prior written consent of the Owner.

13.3 This Agreement shall be binding on and ensure to the benefit of the successors and assigns of the parties hereto.

13.4 Time shall be of the essence of this Agreement. No extension or variation of this Agreement shall operate as a waiver of this provision.

13.5 This Agreement is the complete agreement between the parties and replaces any and all prior oral or written communications between the parties. There are no other conditions, understandings, agreements, representations or warranties, expressed or implied, which are not specified in this Agreement.

13.6 All Fees paid to the Consultant by the Owner shall be subject to payment of the Harmonized Sales Tax.

13.7 This Agreement may be executed in one or more counterparts. Each counterpart will be an original and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission. Any single counterpart or a set of counterparts executed, in either case, by all parties shall constitute a full, original, and binding Agreement for all purposes.

#### **ARTICLE 14: OWNER'S OBLIGATION**

14.1 The Owner shall at all times duly make available to the Consultant all information, data and documents that the Consultant deems necessary to be able to carry out the Service correctly, in the specified form, format and manner. Also, the Owner shall provide all cooperation required for the proper and timely performance of the Service.

14.2 The Owner guarantees that Consultant's employees can at all times work under safe conditions, in accordance with the relevant health and safety regulations and environmental rules and shall indemnify and hold harmless the Consultant against all loss, expense or damage arising from or relating to this guaranty by the Client.

14.3 The Owner shall duly inform the Consultant of any facts, data, information and circumstances that may be relevant in connection with the execution of the Service or impact the outcomes of the Service.

14.4 Furthermore, the Owner shall guarantee the correctness, completeness and reliability of any information provided to the Consultant.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**OWNER**

**Haldimand Norfolk Housing Corporation**

Per: \_\_\_\_\_

Name: Matt Bowen

Title: Chief Executive Officer

Date: \_\_\_\_\_

I have authority to bind the Haldimand Norfolk Housing Corporation

**CONSULTANT**

**Proponent's Name and Address**

Per: \_\_\_\_\_

Name: xxxxxx

Title: xxxxxx

Date: \_\_\_\_\_

I have authority to bind Proponent's Name.

## **APPENDIX 1 SCOPE OF SERVICES**

Scope of work and Terms of Reference will be inserted here.



**APPENDIX 7**  
**RFP EVALUATION SHEET**



## APPENDIX 8 AODA Contractor/Vendor Compliance Statement Form

I/We, certify that we are in **full compliance** with the Accessibility Standards for Customer Service (Ontario Regulation 429/07) under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* and have provided the necessary training to staff (employees, agents, volunteers, or others for whom we are responsible).

In accordance with the requirements of Section 6 of the regulation the training that I/We provided includes the following content:

1. A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the Customer Service Standard;
2. How to interact and communicate with people with various types of disabilities;
3. How to interact with people with disabilities who use an assistive device, service animal or support person;
4. How to use the equipment or assistive devices available on the premises that may assist in the provision of goods and services to people with disabilities;
5. What to do if a person with a particular type of disability is having difficulty accessing goods or services; and
6. Haldimand Norfolk Housing Corporation's Accessible Customer Service Policy and the related procedures and practices.

The necessary training will be delivered on an ongoing basis to new staff (employees, agents, volunteers, or others for whom we are responsible) prior to providing goods or services to, or on behalf of, the Haldimand Norfolk Housing Corporation and all other housing corporations under its direct management.

I/We shall submit to Haldimand Norfolk Housing Corporation, or other Housing Corporation if requested, documentation prescribing its accessible customer service training policies, procedures and practices, and a summary of the contents of training, together with a record of the dates on which training was provided and the names of the attendees.

The Haldimand Norfolk Housing Corporation reserves the right to require the Contractor, at the Contractor's expense, to amend its training policies, procedures and practices if the Housing Corporation deems them not to be in compliance with the requirements of the Regulation.

I/We shall only assign those staff who have successfully completed training, in accordance with Section 6 of the Regulation, to provide services to, or on behalf of, Haldimand Norfolk Housing Corporation and the housing corporations managed by them.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Town/City:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Name(s):** \_\_\_\_\_ **Title(s):** \_\_\_\_\_

**Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

*I/We have the authority to bind the Company.*

Attachments: Haldimand Norfolk Housing Corporation – Accessible Customer Service Policy

Other Resources:

*Making Ontario Accessible:* [www.accesson.ca](http://www.accesson.ca)

*Serve-Ability E-Learning Training Course: Transforming Ontario's Customer Service:*

<https://www.labour.gov.on.ca/english/hs/elearn/worker/index.php>