

# Request for Supplier Qualifications (RFSQ)

## Prefabricated Overcladding Panels

**Request for Supplier Qualifications No.:** 25Pr01

**RFSQ Issued:** Wednesday, June 18, 2025 (3:00 PM EST)

**Submission Deadline:** Wednesday, September 17, 2025 (3:00 PM EST)

## SUMMARY SHEET

Bid Category:	Retrofit Accelerator
Bid Type:	Request for Supplier Qualification (RFSQ)
Bid Number:	25Pr01
Bid Title / Name:	Prefabricated Overcladding Panels
Bid Status:	Open
Bid Issue Date:	Wednesday, June 18, 2025 (3:00 PM EST)
Bid Description:	<p>TAF is inviting Respondents to respond to this RFSQ to supply prefabricated overcladding panels for use by multi-unit residential building (“<b>MURB</b>”) owners in the GTHA.</p> <p>Respondents that are selected by TAF pursuant to this RFSQ process will be eligible for inclusion on the Qualified Supplier List that will pre-qualify them to respond to subsequent Request for Quotations (“<b>RFQs</b>”) or Request for Proposals (“<b>RFPs</b>”) regarding retrofits of MURBs in the GTHA.</p>
Information Session (optional*)	<p>Wednesday, July 9, 2025 (1:00 PM EST)</p> <p><i>*Details will be shared separately as public notice on the Bonfire Portal</i></p>
Deadline for Questions:	Friday, August 8, 2025 (5:00 PM EST)
Public Opening:	No
Deadline for Issuing Addendum:	Friday, August 22, 2025 (5:00 PM EST)
Submission Deadline:	Wednesday, September 17, 2025 (3:00 PM EST)
Anticipated Result Date:	Friday, October 10, 2025 (4:00 PM EST)
Bid Submission Type:	Online Submissions only through Bonfire Portal
Bid Submission Address:	Online Submissions only through Bonfire Portal
Language of the Bid:	English
RFSQ Contact:	<p>Contact Name: Sachin Sethi</p> <p>Email address: purchasing@taf.ca</p>

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## DEFINITIONS

In this RFSQ the following terms have the meanings set out below:

**“Addendum”** means an attachment to the RFSQ that modifies the terms and conditions of the original RFSQ. **“Addenda”** is the plural form of Addendum.

**“Agreement” or “Contract”** means the written contract letter confirming a Respondent’s inclusion on the Qualified Supplier List and its acceptance of the RFSQ Particulars in Appendix A signed by TAF and a Respondent who has met the Qualification Criteria. This refers the Master Agreement for Roster Framework (Appendix C).

**“Applicable Law”** and **“Applicable Laws”** means any common or civil law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

**“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. EST, except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.

**“Competitive Procurement”** means a process that includes a bidding or a response process to provide equal opportunity to multiple suppliers, intended to solicit fair and competitive bids.

**“Conflict of Interest”** has the meaning set out in Subsection 4.4.1.

**“Days”** means calendar days.

**“Deliverables”** means all services to be provided by the selected Respondents with regards to the “Scope of Work” described in detail in the Section D of the RFSQ Particulars (Appendix A).

**“Evaluation Team”** means the individuals designated by TAF as being responsible for evaluating the Responses.

**“GTHA”** refers to the Greater Toronto and Hamilton Area.

**“Person”** means any individual, partnership, corporation, association, organization, trust, members of a joint venture, or any other entity.

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual, but does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.

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**“Product”** means Prefabricated Overcladding Panels for retrofit applications.

**“Qualification Criteria”** means the criteria indicated in Section I (Qualification Criteria) of the RFSQ Particulars (Appendix A).

**“Qualified Supplier”** means a Respondent who is included on the Qualified Supplier List.

**“Qualified Supplier List”** means the Respondent or Respondents qualified pursuant to this RFSQ process who continue to meet the conditions for remaining qualified pursuant to their respective Master Agreement for Roster Framework with TAF.

**“Respondent”** or **“Respondents”** means a Person that submits a Response in response to this RFSQ and, as the context may suggest, may refer to a potential Supplier.

**“Response”** or **“Responses”** means all the documentation and information submitted by a Respondent in response to this RFSQ and, as the context may suggest, refers to a bid, quote or submission.

**“Request for Supplier Qualifications”** or **“RFSQ”** means this Request for Supplier Qualifications document for the prequalification of Suppliers to provide the Deliverables, including all attachments and documents referenced herein and all Addenda to this document (if any) and all Addenda thereto issued by TAF.

**“RFSQ Contact”** means the individual identified as the RFSQ Contact in Section 1.3. The RFSQ Contact is an employee of TAF, leading the RFSQ process.

**“Supplier”** means a Person that is capable of providing the Deliverables including but not limited to a consultant, contractor and vendor.

**“Submission Deadline”** means the Response Submission Date and time as set out in Section 1.4 and as may be amended from time to time in accordance with the terms of the RFSQ.

**“TAF”** means The Atmospheric Fund.

**“Unfair Advantage”** means any conduct, direct or indirect, by a Respondent that may or may appear to result in it gaining an unfair advantage over other Respondents, including but not limited to:

- (i) possessing, or having access to, information in the preparation of its Response that is confidential to TAF and which is not available to other Respondents,
- (ii) communicating with any Person with a view to influencing, or being conferred preferred treatment in, the RFSQ process, or

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(iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process and results or could be seen to result in any unfairness.

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## PART 1 – INTRODUCTION

### 1.1 About – The Atmospheric Fund

TAF is a regional climate agency that invests in low-carbon solutions for the GTHA and helps scale them up for broad implementation. We are experienced leaders and collaborate with stakeholders in the private, public and non-profit sectors who have ideas and opportunities for reducing carbon emissions. We advance the most promising concepts by investing, providing grants, influencing policies and running programs. We are particularly interested in ideas that offer benefits beyond carbon reduction such as improving people's health, creating new green jobs, boosting urban resiliency, and contributing to an equitable society. TAF is a proud member of the Low Carbon Cities Canada (LC3) network.

For the GTHA to be carbon neutral by 2050, much needs to be done, and quickly. TAF is focused on enabling the acceleration and scale-up of low-carbon solutions so that we reach that goal.

### 1.2 Invitation to Respondents

This RFSQ is an invitation by TAF to prospective Respondents to submit a Response to prequalify them for eligibility to provide **Prefabricated Overcladding Panels** as further described in the RFSQ Particulars (Appendix A).

### 1.3 RFSQ Contact

For the purposes of this procurement process, the “RFSQ Contact” will be:

**Sachin Sethi**

Email: [purchasing@taf.ca](mailto:purchasing@taf.ca)

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of TAF, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Response.

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## 1.4 RFSQ Timetable

RFSQ Issue Date:	Wednesday, June 18, 2025 (3:00 PM EST)
Information Session (optional)	Wednesday, July 9, 2025 (1:00 PM EST)
Deadline for Questions:	Friday, August 8, 2025 (5:00 PM EST)
Deadline for Issuing Addenda:	Friday, August 22, 2025 (5:00 PM EST)
Submission Deadline:	Wednesday, September 17, 2025 (3:00 PM EST)
Anticipated Result Date:	Friday, October 3, 2025 (4:00 PM EST)
Tentative Contract Start:	October 2025 or later

The RFSQ Timetable may be changed at TAF's sole discretion. For any changes in dates prior to and including the Submission Deadline, TAF will issue an Addendum to this RFSQ.

## 1.5 FORM OF AGREEMENT

Selected Respondents will be invited to enter into an agreement in the form set out in Appendix C – Master Agreement for Roster Framework (the “**Master Agreement for Roster Framework**”), which will govern the potential subsequent provision of the Deliverables pursuant to invitational second-stage competitive processes.

The term of the Master Agreement for Roster Framework will last for three (3) years. Both parties may agree in writing to extend it for up to two (2) additional years under the same terms or as mutually agreed.

[End of Part 1]



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## PART 2 – SUBMISSION OF RESPONSES

### 2.1 Responses to be Submitted Electronically

Responses must be submitted electronically through TAF's Bonfire Portal at <https://taf.bonfirehub.ca/>

Submissions by other methods will not be accepted.

Respondents should contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>

### 2.2 Language of Responses

All Responses must be submitted in English only.

### 2.3 Responses to be Submitted on Time

Responses must be uploaded and submitted through the Bonfire Portal on or before the Submission Deadline set out in the RFSQ Timetable.

Responses submitted after the Submission Deadline will be rejected without exception. TAF does not accept any responsibility for late submission of Responses.

It is strongly recommended that you give yourself sufficient time and at least one (1) day before the Submission Deadline to begin the uploading process and to finalize your submission. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.

### 2.4 Responses to be Submitted in Prescribed Format

Responses should be prepared in the file formats listed under "Requested Information" on TAF's Bonfire Portal. The maximum upload size is 1000MB per file. Please do not embed any documents within your loaded files, as they will not be assessable or evaluated.

Please refer to Bonfire for minimum system requirements:

<https://support.gobonfire.com/hc/en-us/articles/360005926333-Minimum-System-Requirements>

Respondents will receive an email confirmation receipt with a unique confirmation number upon submitting their Response to the Bonfire Portal.

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## **2.5 Response Irrevocability**

All Responses shall be irrevocable and open for acceptance for a period of 90 days following the date of the Submission Deadline.

## **2.6 Completeness of Responses**

By submitting the Response, the Respondent confirms that its Response is complete, accurate and meets the requirements set out in this RFSQ.

Any requirement that may be identified by the Respondent after the Submission Deadline or subsequent to signing the Master Agreement for Roster Framework shall be provided by the Respondent to TAF at the Respondent's expense.

## **2.7 Amendment of Responses**

Respondents may amend their Response prior to the Submission Deadline by un-submitting the Response and re-submitting a revised Response through TAF's Bonfire Portal.

## **2.8 Withdrawal of Responses**

At any time throughout the RFSQ process, a Respondent may withdraw a submitted Response. To withdraw a Response prior to the Submission Deadline, the Respondent should un-submit the Response through TAF's Bonfire Portal.

Following the Submission Deadline, a written notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the Respondent.

## **2.9 Acceptance or Rejection of Responses**

TAF reserves the right in its sole, unfettered and absolute discretion, to accept or reject any or all Responses including, without limiting the foregoing, the right to reject any Response based on the previous dealings with TAF and the Respondent, and to waive irregularities and/or omissions in order to serve the best interests of TAF.

Furthermore, TAF will not be responsible for any liabilities, cost, expense, loss or damage incurred, sustained or suffered by any Respondent, prior or subsequent to, or by reason of acceptance or non-acceptance by TAF of any Response, or by reason of any delay in the acceptance of a Response.

[End of Part 2]

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## PART 3: EVALUATION OF RESPONSES

### 3.1 Evaluation Team

All Responses will be evaluated through a comprehensive review and analysis by an Evaluation Team that will include members from TAF and may include other stakeholders at TAF's discretion.

The Evaluation Team may, at its sole discretion, retain members or advisors as it deems appropriate. The Evaluation Team will determine which Response or Responses best meet the requirements as set out in this RFSQ. By responding to this RFSQ, Respondents will be deemed to have agreed that the decisions of the Evaluation Team will be final.

### 3.2 Stages of Evaluation

TAF will carry out the evaluation of Responses in the following stages:

- Stage I – Mandatory Submission Requirements
- Stage II – Mandatory Technical Requirements
- Stage III – Qualification Criteria

#### 3.2.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Responses comply with all of the Mandatory Submission Requirements set out in Section E of the RFSQ Particulars (Appendix A). If a Response fails to satisfy all of the Mandatory Submission Requirements, the Response will be disqualified and will not proceed to enter Stage II.

#### 3.2.2 Stage II – Mandatory Technical Requirements

Stage II will consist of a review of the Responses to determine whether the Mandatory Technical Requirements set out in Section F of the RFSQ Particulars (Appendix A) have been met. Based on the information received, the Evaluation Team will evaluate all the Responses. Only those deemed qualified, at the sole discretion of the Evaluation Team, will enter Stage III.

#### 3.2.3 Stage III – Qualification Criteria

Stage III will score each qualified Response based on the Qualification Criteria described in the Section I of the RFSQ Particulars (Appendix A).

During the evaluation period, TAF may request that a Respondent provide clarification of any part of its Response.

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### **3.3 Evaluation Matrix**

Please refer to the Evaluation Matrix Table provided in the Qualification Criteria described in the Section I of the RFSQ Particulars (Appendix A).

### **3.4 Ranking and Selection**

Based on the evaluation of the Responses, the Respondent or Respondents whose Responses best meet the requirements as set out in this RFSQ will be selected to enter into a Master Agreement for Roster Framework with TAF in the form set out in Appendix C for inclusion on a Qualified Supplier List.

By responding to this RFSQ, Respondents will be deemed to have agreed that the decisions of the Evaluation Team will be final.

### **3.5 Notification of Top-Ranked Respondents**

The top-ranked Respondents selected by TAF to enter into the Master Agreement for Roster Framework in accordance with the process set out in this RFSQ will be so notified by TAF in writing.

Each selected Respondent will be expected to enter into the Master Agreement for Roster Framework. Failure to do so may result in the disqualification of the Respondent.

### **3.6 Form of Agreement**

Respondents who enter into a Master Agreement for Roster Framework will then be eligible to provide the Scope of Work described in Section D of the RFSQ Particulars (Appendix A).

[End of Part 3]

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## PART 4: TERMS AND CONDITIONS OF RFSQ PROCESS

### 4.1 General Information and Instructions

#### 4.1.1 Respondents to Follow Instructions

Respondents must structure their Responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, the Response should reference the applicable Section numbers of this RFSQ.

#### 4.1.2 No Incorporation by Reference

The entire content of the Response should be submitted in a complete and fulsome form and without any incorporation by reference to or reliance upon the contents of any other documents or other references.

#### 4.1.3 Past Performance

In the evaluation process, TAF may consider the Respondent's past performance or conduct on previous contracts with TAF or other Persons.

#### 4.1.4 Information in RFSQ Only an Estimate

TAF and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of Addenda. Any quantities shown or data contained in this RFSQ or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Respondents the general scale and scope of work. It is the Respondent's responsibility to obtain all the information necessary to prepare a Response in response to this RFSQ.

#### 4.1.5 Respondents to Bear Their Own Costs

The Respondent will bear all costs associated with or incurred in the preparation and presentation of its Response, including, if applicable, costs incurred for interviews or demonstrations.

#### 4.1.6 Responses to be Retained by TAF

All Responses submitted shall become the property of TAF. Please refer to Section 4.5 for more information.

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#### 4.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by TAF to purchase any goods or services from any Respondent, and TAF is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables.

TAF makes no guarantee of the value or volume of the Deliverables that may be required over the term of the Master Agreement for Roster Framework.

### 4.2 Communication after Issuance of RFSQ

#### 4.2.1 Respondents to Review RFSQ

Respondents should promptly examine all the documents comprising this RFSQ and may direct questions or seek additional information via the “Messages - Questions and Answers” feature on TAF’s Bonfire Portal: <https://taf.bonfirehub.ca/> before the Deadline for Questions. Where a question relates to a specific Section of this RFSQ, reference should be made to the specific Section number and page of the RFSQ.

TAF is under no obligation to provide additional information, and information obtained from any source other than through the Bonfire Portal is unofficial and must not be relied upon as part of this RFSQ.

Respondents can only contact the RFSQ Contact listed above through the Bonfire Portal or directly at [purchasing@taf.ca](mailto:purchasing@taf.ca). Respondents must not contact any employees, officers, consultants, agents, elected officials or other representatives of TAF regarding matters related to this RFSQ. Any Respondent found to have contacted persons other than through the Bonfire Portal, may be disqualified from submitting a Response, or have their Response rejected. The Respondent is solely responsible for seeking any clarification required regarding this RFSQ, and TAF shall not be held responsible for any misunderstanding by the Respondent.

#### 4.2.2 All New Information to Respondents by Way of Addenda

This RFSQ may be amended only by Addendum in accordance with this Section. If TAF, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated to all Respondents by Addendum posted through TAF’s Bonfire Portal.

Each Addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. No other statement, whether

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written or oral, shall amend this RFSQ. Respondents are responsible for obtaining all Addenda issued by TAF.

In the Submission Form (Appendix B), Respondents should confirm their receipt of all Addenda by setting out the number of each Addendum in the space provided.

#### 4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If TAF determines that it is necessary to issue an Addendum after the Deadline for Issuing Addenda, TAF may extend the Submission Deadline for a reasonable period of time.

#### 4.2.4 Verify, Clarify and Supplement

When evaluating Responses, TAF may request further information from the Respondent or third parties in order to verify, clarify or supplement the information provided in the Respondent's Response including but not limited to clarification with respect to whether the Response meets the Mandatory Submission Requirements set out in Section E of the RFSQ Particulars (Appendix A).

TAF, without liability, costs or penalty and in its sole, unfettered and absolute discretion, may verify any statement or claim by whatever means TAF deems appropriate, including contacting Persons in addition to those offered as references by the Respondent. TAF may revisit, re-evaluate and rescore the Respondent's Response or ranking on the basis of any such information.

The Respondent shall cooperate in the verification of information and is deemed to consent to TAF verifying such information.

#### 4.2.5 Acceptance of RFSQ

By submitting a Response, the Respondent agrees to accept and to be bound by all of the terms and conditions contained in this RFSQ, and by all of the representations, terms, and conditions contained in its Response.

### 4.3 Notification and Debriefing

#### 4.3.1 Notification to Respondents

Once the selected Respondents have been notified, the Respondents may be notified directly in writing and will be notified by public posting in the same manner that this RFSQ was originally posted of the outcome of the RFSQ process.

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### 4.3.2 Debriefing

Respondents may request a debriefing for procurement valued at \$121,200 or more, and after receipt of a notification of the outcome of the RFSQ process. All requests for a debriefing must be submitted in writing to the RFSQ Contact and must be made within sixty (60) days of such notification. At TAF's sole discretion, a debrief may be granted based on the request.

Any request that is not received within the foregoing timeframe will not be considered and the Respondent will be notified of same in writing.

### 4.3.3 Bid Protest Procedure

In the event that a Respondent wishes to review the decision of TAF in respect of any material aspect of the RFSQ process, and subject to having attended a debriefing, the Respondent shall submit a written protest via email (a "**Bid Protest**") to the RFSQ Contact within ten (10) calendar days from such a debriefing.

Any Bid Protest that is not received within the foregoing timeframe will not be considered and the Respondent will be notified of same in writing.

A Bid Protest shall include the following:

- A specific identification of the RFSQ provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the RFSQ provision and/or procurement procedure;
- A precise statement of other relevant facts;
- An identification of the issue or issues to be resolved;
- The Respondent's arguments and supporting documentation; and
- The Respondent's requested remedy.

For the purpose of a Bid Protest under this RFSQ, the Bid Protest shall be recorded and acknowledged by the RFSQ Contact in a prompt manner. A response to the Bid Protest will be prepared by TAF and may involve such personnel at an appropriate level as are reasonably required to provide a response to the Bid Protest. TAF may seek clarification before providing a response to the Bid Protest.

## 4.4 Conflict of Interest and Prohibited Conduct

### 4.4.1 Conflict of Interest

The Respondent must declare all actual and potential Conflicts of Interest relating to the preparation of its Response, and/or in performing the contractual obligations contemplated in this RFSQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a)



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participated in the preparation of its Response, and (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

For the purposes of this RFSQ, the term “**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSQ process, the Respondent has or could be perceived to have an Unfair Advantage or engages in conduct, directly or indirectly, that may give it or may be perceived to give it an Unfair Advantage, including but not limited to (i) having, or having access to, confidential information of TAF in the preparation of its Response that is not available to other Respondents; (ii) communicating with any Person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under the Master Agreement for Roster Framework or a contract for the Deliverables, the Respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### 4.4.2 Disqualification for Conflict of Interest

TAF may disqualify a Respondent for any conduct, situation or circumstances determined by TAF, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### 4.4.3 Disqualification for Prohibited Conduct

TAF may disqualify a Respondent or terminate any contract subsequently entered into if TAF determines that the Respondent has engaged in any conduct prohibited by this RFSQ.

#### 4.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

#### 4.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSQ or selection of Respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

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#### 4.4.6 No Publicity or Promotion

No Respondent, including any selected Respondents, shall make any public announcement or distribute any documents or information regarding this RFSQ or otherwise to promote itself in connection with this RFSQ or any arrangement entered under this RFSQ without the prior written approval of TAF, until such time that the Form of Agreement (Appendix C) has been fully executed by TAF and the selected Respondent.

In the event that a Respondent, including any selected Respondents, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFSQ, TAF shall be entitled to take all reasonable steps as it deems necessary, including disclosing any information about the Respondent's Response, to provide accurate information and/or to rectify any false or misleading impression which may have been created.

#### 4.4.7 No Lobbying

Respondents must not, in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful Respondent(s).

#### 4.4.8 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of TAF; deceitfulness; submitting Responses containing misrepresentations or other misleading, false or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

#### 4.4.9 Past Performance or Past Conduct

TAF may prohibit any Person from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the Person to honour submitted pricing or other commitments; or
- any conduct, situation or circumstance determined by TAF, in its sole and absolute discretion, to have constituted a Conflict of Interest.

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## 4.5 Confidential Information

### 4.5.1 Confidential Information of TAF

All information provided by or obtained from TAF in any form in connection with this RFSQ either before or after the issuance of this RFSQ:

- (a) is the sole property of TAF and must be treated as confidential;
- (b) is not to be used for any purpose other than preparing a Response to this RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the Respondents to TAF immediately upon the request of TAF.

### 4.5.2 Confidential Information of Respondent and Personal Information

Respondents are advised that the disclosure of information received in response to or in connection with this RFSQ will be in accordance with the provisions of all applicable access to information and privacy legislation including, primarily, Ontario's *Freedom of Information and Protection of Privacy Act* ("**FIPPA**").

Respondents should identify any confidential or personal information in their Response and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. TAF will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under FIPPA or any disclosure requirements imposed by law or by order of a court or tribunal.

Respondents are advised that their Responses will, as necessary, be disclosed, on a confidential basis, to advisers retained by TAF to advise or assist with the RFSQ process. If a Respondent has any questions about the collection and use of confidential or personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ Contact.

## 4.6 Procurement Process Non-Binding

### 4.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations.

For greater certainty and without limitation:

- 
- (a) this RFSQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
  - (b) neither the Respondent nor TAF will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of Respondents, a decision to reject a Response or disqualify a Respondent, or a decision of the Respondent to withdraw its Response.

#### 4.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and TAF by this RFSQ process.

#### 4.6.3 Cancellation

TAF may cancel or amend the RFSQ process without liability at any time.

#### 4.6.4 Limitation of Liability

By submitting a Response, each Respondent agrees that:

- a) neither TAF nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claims arising out of this RFSQ process including but not limited to costs or preparation of the Response, loss of profits, loss of opportunities or for any other claim; and
- b) the Respondent waives any right to or claim for any compensation of any kind whatsoever including claims for costs of preparation of the Response, loss of profit or loss of opportunity by reason of TAF's decision not to accept the Response submitted by the Respondents, to enter into any agreement (including a Master Agreement for Roster Framework) with any other Respondent or to cancel this RFSQ process, and the Respondent shall be deemed to have agreed to waive such right or claim.

### 4.7 Compliance with Accessibility Standards

The Response must be compliant with the *Accessibility for Ontarians with Disabilities Act, 2005* (the “**AODA**”) and its regulations, to the extent applicable. Respondents are required to comply with the AODA and its regulations, and TAF's accessibility standards, policies, practices and procedures, as the same may be in effect during the term of the Master Agreement for Roster Framework and apply to the services to be provided by the Respondent.

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As part of its Response, the Respondent must describe all measures that the Respondent intends to implement or make available in order that the services, including the Deliverables, provided in response to this RFSQ be in compliance with applicable accessibility standards under the AODA and its regulations, including but not limited to:

- Any training that has been, or will be, provided to Respondent's staff;
- All policies implemented by Respondent in respect of the AODA and its regulations;
- Identified barriers to accessing services for removal or mitigation of such barriers;
- Feedback procedures that will allow TAF to identify concerns; and
- Processes or procedures to deal with ongoing identification and removal of barriers.

The Master Agreement for Roster Framework shall require that the successful Respondent provide all services, including the Deliverables, in accordance with the AODA and its regulations. This legislation can be accessed through the following link to the Government of Ontario's website: [www.ontario.ca/laws/statute/05a11](http://www.ontario.ca/laws/statute/05a11)

#### **4.8 Trade Agreements**

Respondents should note that procurements coming within the scope of either Chapter 5 of The Canadian Free Trade Agreement ("CFTA") or Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFSQ. For more information, please refer to the CFTA website at <https://www.cfta-alec.ca/> or to the CETA website at <http://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/toc-tdm.aspx?lang=eng> or the Trade and Cooperation Agreement between Quebec and Ontario website at <http://www.ontario.ca/business-and-economy/trade-and-cooperation-agreement-between-ontario-and-quebec>.

#### **4.9 Competition Act**

Under Canadian law, a Response must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <https://ised-isde.canada/site/competition-bureau-canada/en>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

#### **4.10 Governing Law and Interpretation**

The terms and conditions of this RFSQ:

- a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

- 
- b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
  - c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 4]

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## APPENDIX A – RFSQ PARTICULARS

### SECTION A: PURPOSE

TAF is inviting Respondents to respond to this RFSQ to supply prefabricated overcladding panels for use by multi-unit residential building (“**MURB**”) owners in the GTHA.

Respondents that are selected by TAF pursuant to this RFSQ process will be eligible for inclusion on the Qualified Supplier List that will pre-qualify them to respond to subsequent Request for Quotations (“**RFQs**”) or Request for Proposals (“**RFPs**”) regarding retrofits of MURBs in the GTHA.

The Qualified Supplier List will be shared with the City of Toronto and various housing providers including Toronto Community Housing (TCHC) and Durham Regional Local Housing Corporation (DRLHC). The housing providers may decide, at their sole discretion, to invite successful Respondents to respond to subsequent RFQs or RFPs regarding prefabricated overcladding solutions as needed or otherwise desired for specific retrofit projects in the GTHA. In addition, TAF intends to make the Qualified Supplier List public by publishing it on TAF’s Retrofit Accelerator website at <https://retrofits.taf.ca/>

For purposes of this RFSQ process, prefabricated overcladding panels are those that are primarily constructed offsite and transported to the retrofit site for installation. Not all panel construction must be done off-site; however, Respondents must identify which components (e.g., windows, cladding, etc.) would be contemplated by the Respondent to be installed on-site and the reason(s) for doing so.

### SECTION B: QUALIFIED SUPPLIER LIST

TAF will prequalify up to sixteen (16) Respondents as part of this initiative, split between two rosters. One roster will be established for *pre-engineered* panelized systems (i.e., engineered and tested proprietary systems primarily constructed in a manufacturing plant) and a second roster for *pre-assembled* panelized systems (i.e., assembled offsite by a contractor/ fabricator) – together, they constitute the Qualified Supplier List.

This list will remain valid for three (3) years and may be extended by TAF twice, for up to one (1) year each time, at TAF’s sole discretion. The maximum validity for any roster shall be five (5) years. Respondents are allowed multiple submissions, where each submission is for an individual product, but must meet all requirements for each submission. TAF may, at its sole discretion, choose to add additional Respondents to the Qualified Supplier List if they are within 20% of the top scoring Respondent or through additional calls for prequalification.

Building owners working with TAF or other parties utilising the Qualified Supplier List after it is made public, may decide, at their sole discretion, to invite specific Qualified Suppliers to respond to subsequent RFQs or RFPs.

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## **SECTION C: BACKGROUND INFORMATION**

In 2021, TAF launched its Retrofit Accelerator – a program intended to increase the pace, scale, and ambition of retrofits in the GTHA and beyond. To this end, TAF looks to compress costs and timelines and expand the options by which buildings can become carbon neutral or zero carbon ready by supporting the adoption of prefabricated overcladding panel solutions for multi-residential buildings.

This initiative is also intended to signal to the housing market that there is demand today for prefabricated overcladding panel solutions, and that this demand is going to grow substantially. TAF sees this demand existing today, with numerous retrofit projects in planning, completed, or underway, where insulated overcladding is in scope. These projects represent over 550 homes and nearly 60,000 m<sup>2</sup> of floor area. We also know from discussions with housing providers that overcladding is seen as a key component to meeting building decarbonization goals and capital renewal needs.

## **SECTION D: SCOPE OF WORK**

The successful Respondents will:

- Specify whether they are applying for the Pre-engineered Supplier roster or the Pre-assembled Supplier roster,
- Submit all of the Mandatory Submission Requirements (Section E) and Mandatory Technical Requirements (Section F)
- Meet or exceed the technical requirements (see Appendices D and E)

### Technical Requirements:

Please see Appendix D (Technical Performance Requirements).

### Deliverables, required for each submission:

A. Completed Submission Form, see Appendix B, with each submission package.

B. Corporate Profile and Project Qualifications:

- i. Profile of the Respondent.
- ii. Experience and qualifications of the Respondent.
- iii. Proposed staff team and resources, including individual experience working with overcladding and on retrofit projects. Include details about the professional history



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and experience between manufacturer and installer teams and/or provide details on the installers that are approved by the manufacturer.

C. Delivery Approach:

- i. A narrative describing the general process (and approximate timelines) for overcladding an existing building with the Respondent's panels, from design and fabrication through installation and commissioning. Identifying which particular panel components, if any, are installed on-site rather than prefabricated. If applicable, also note any planned improvements in this process.

D. Principal Projects Completed:

- i. Examples of at least two prefabricated panel projects successfully completed during the five years prior to the RFSQ submission deadline. Retrofit projects preferred but not required.
- ii. Schedule showing the high-level tasks and timelines associated with the example projects.

E. Technical Evaluation

- i. Based on Table E.1 or E.2, see Appendices D and E for more information.

Qualifications:

The Successful Respondent should have:

- Experience supplying and installing engineered or pre-assembled panels for new and/or existing buildings. Experience supplying and installing panels for retrofits preferred but not required.
- An understanding of the construction methods, building materials, and building conditions expected to be seen in retrofits of typical Multi-Unit Residential Buildings (MURB) in the GTHA.
- Experience doing, or a plan for doing, retrofits in occupied buildings without requiring residents to vacate and minimizing disruption to residents.

Health and Safety

Health and Safety requirements may need to be demonstrated as part of subsequent calls.

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## **SECTION E: MANDATORY SUBMISSION REQUIREMENTS**

### **1. Letter of Introduction / Executive Summary**

Each Response must include an introductory letter that introduces the Respondent and provides a summary of the key features of the Response. This letter must be signed (electronic signature is admissible) by the person(s) authorized to sign on behalf of and to bind the Respondent to statements made in the Response. This should be the same authorized signing officer of the Respondent who is indicated in the Submission Form (Appendix B).

### **2. Submission Form (Appendix B)**

Each Response must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Respondent for each Submission. Submissions are to be completed on a per product basis.

TAF is open to receiving Responses from a Consortium/Joint Venture of Respondents possessing the complementary skill sets needed to deliver this project effectively.

Respondents should use the appropriate version of the Submission Form:

- The Submission Form for single Respondent, or
- The Consortium/Joint Venture Submission Form for Responses submitted by multiple Respondents working together.

## **SECTION F: MANDATORY TECHNICAL REQUIREMENTS**

Respondents must provide relevant submissions in accordance with the Evaluation Tables (Appendix E).

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## **SECTION G: ADDITIONAL SUBMISSION REQUIREMENTS FOR EVALUATION**

### **1. Respondent Profile**

Respondents should have staff, organization, culture, and financial resources adequate to ensure their ongoing ability to provide the Deliverables, including the ability to provide timely response and service to TAF and its partners over the period of any agreement.

To permit the Respondent to be evaluated fully as a viable and sound enterprise, the Respondent must provide the following information with respect to the Respondent, and if applicable, for each consortium member:

- A) A profile and summary of the corporate history of the Respondent including:
  - date that the Respondent's business operations started;
  - ownership structure;
  - total number of employees;
  - major clients/business partners; and
  - a list and description of the products and/or services that the Respondent offers.
- B) A profile and summary of the corporate history of any corporate affiliates and the nature of the Respondent's relationship to them (i.e., research, financing, etc.).
- C) A copy of the Respondent's Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority regarding the Respondent as well as each applicable consortium member, if any.
- D) Should the Respondent partner with other companies or subcontractors to complete this work, items a) through c) for these partners shall also be included in the submission.
- E) WSIB Clearance Certificate: a WSIB Clearance Certificate indicating the Respondent's WSIB registration number and being in good standing must be included in the Bid Submission.

### **2. Proposed Staff Team and Resources**

It is important that the Respondent team demonstrate specific knowledge of the design, construction, and installation of prefabricated overcladding panelized systems. Please note that where the skills, expertise and experience are being provided by a subcontractor or other legal entity apart from the Respondent, a Response that does not include the information requested in this Section for each such subcontractor or other entity will not be awarded full marks during the evaluation process.

In particular, the Respondent should provide the following:

- 
- A) A list of key staff that the Respondent would propose to use for this work together with their professional qualifications, related project experience and an indication of their duties and responsibilities. Outline any procedures for transfer of responsibility should key staff listed transition or are unable to commit to participation in this work.
  - B) Attach resumes for up to three key individuals. Additional resumes will not be reviewed.
  - C) An outline of the proposed project team composition including individual roles and responsibilities.
  - D) Provide a description of internal quality management and/or peer review process to ensure a high standard of work.
  - E) Provide a statement of any actual or potential Conflict of Interest, if applicable

### **3. Experience and Qualifications of the Respondent**

It is important that the work be undertaken by a Respondent that can demonstrate experience in the design, construction, and installation of prefabricated overcladding panelized systems.

Please note that where the skills/expertise/experience are being provided by a subcontractor or other legal entity apart from the Respondent, a Response that does not include the information requested in this Subsection for each such subcontractor or other entity will not be awarded full marks during the evaluation process.

The Respondent shall demonstrate the following:

In particular, the Respondent should demonstrate the following:

- A) Experience of the Respondent with other similar projects within the past 5 years.
- B) Preferably provide a minimum of two (2) and a maximum of three (3) references for the purpose of evaluating the Respondent's experience and track record of success. Note that TAF prefers references for solutions that are similar to the solution being proposed in response to this RFSQ. For example, solutions for the multi-residential building sector, using the same or similar products proposed, projects of similar size, scale, and complexity.

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Each reference should include:

- the identity of the reference client organization;
- a contact name and title, address, and telephone number;
- the size and nature of the client's business;
- the number of years dealing with the client;
- a description of the project;
- the timing and duration of the Respondent's involvement in the project;
- the services that were provided by the Respondent (installation, support, training and/or project management, etc.);
- date of the project;
- details regarding the scale of the project; and
- client's URL address.

In providing references, Respondents agree that TAF can contact the individuals provided as part of the evaluation process. TAF's evaluation may include information provided by the Respondent's references. TAF will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFSQ.

- C) Necessary skills, experience and expertise in the design, construction, and installation of prefabricated overcladding panelized systems.

Reference projects in the GTHA will be weighed more favorably in the Qualification Criteria.

#### **4. Delivery Approach**

The Respondent shall provide the following:

- A) Statement of the Respondent's understanding of the goals and objectives of the prequalification as identified in Section D (Scope of Work) above.
- B) Provide a detailed description of how the Respondent's proposed solution will achieve the goals and objectives of this initiative:
- a brief description outlining why the specific Solution/System has been recommended.
  - the detailed functions/characteristics/specifications of the goods/services, including any drawings, lab/test reports, models, etc. needed to meet technical requirements documented in Appendix D.
  - a summary of any risks/problems/issues associated with the solution and how they will be mitigated.

- 
- C) Provide a statement confirming that the Respondent has the right to represent, sell, license, deliver, install, train in the use of, service, maintain and support the products proposed, including any documentation to be provided in relation thereto.
  - D) Provide a statement confirming that the Respondent has the right to provide any required ownership, license rights, pass-through warranties and other ancillary rights for all proposed goods and services and that the provision of such products and services will not infringe or otherwise violate the rights of any third party.

## **5. Commitment to Environmental and Social Values**

In line with TAF's commitment to social and green procurement, the Respondent shall provide the following:

- A) Describe the sustainability, environmental and/or carbon reduction initiatives currently in place internally (i.e. for staff and organization) and externally (for/with clients, partners or wider industry)
- B) Describe the Respondent's policies and practices to promote equity, diversity and inclusion. Explain how the Respondent monitors and measures its progress, both internally and externally.
- C) Describe how the Respondent demonstrates a commitment to open, fair, inclusive, and transparent operations
- D) List and describe any certifications or programs the Respondent and its team are a part of
- E) Describe if the Respondent has commitments or programs to work preferentially with businesses owned by equity-seeking communities, or social enterprises and/or sourcing for local labour, materials and services

## **SECTION H: PRE-CONDITIONS OF THE AWARD**

This RFSQ does not contain any pre-conditions of the award. However, in subsequent RFPs or RFQs, there may be pre-conditions of the award that will be provided to the Qualified Suppliers selected from the Qualified Suppliers List. In order to win a bid, it is expected that Qualified Suppliers will be able to comply with these pre-conditions.

## SECTION I: QUALIFICATION CRITERIA

All Responses will be reviewed through an open, competitive process. The intent is to select the highest-scoring Responses that exceed a score of 60, with up to sixteen (16) successful Respondents to one of two rosters (8 for each roster) which will form the Qualified Supplier List. TAF may, at its sole discretion, choose to invite additional Respondents to the Qualified Supplier List if they score within 20% of the top scoring Respondent.

TAF may also invite fewer than 8 highest scoring Respondents to be on a roster by choosing not to invite Respondents with a total score that is not within twenty percent (20%) of the total score of the highest scoring Respondent.

The **Mandatory Submission Requirements** and **Mandatory Technical Requirements** described above are mandatory. Respondents that do not submit documentation satisfactorily demonstrating that these mandatory requirements are met will not be evaluated further.

Responses will be evaluated using the following **Evaluation Matrix**:

EVALUATION MATRIX		
Stage I: Mandatory Submission Requirements		Pass/Fail
Stage II: Mandatory Technical Requirements		Pass/Fail
Stage III: Qualification Criteria		Points Available
Respondent Profile	<ul style="list-style-type: none"><li>• Profile and professionalism of the company</li><li>• Experience and qualifications of the Respondent</li><li>• Proposed staff team and resources, including individual experience working with overcladding and on retrofits projects</li></ul>	5
Proposed Staff Team and Resources		
Commitment to Environmental and Social Values	<ul style="list-style-type: none"><li>• Sustainability, Environmental and/or Carbon Reduction Initiatives</li><li>• Commitment to open, fair, inclusive, and transparent operations</li></ul>	5
Delivery Approach	<ul style="list-style-type: none"><li>• A narrative describing the general process (and approximate timelines) for overcladding an existing building with the Respondent's panels, from design and fabrication through installation and commissioning. If applicable, also note any planned improvements in this process.</li></ul>	10

Experience and Qualifications of the Respondent	<ul style="list-style-type: none"> <li>Examples of two prefabricated overcladding panel projects successfully completed in the five years prior to the RFSQ submission date.</li> </ul>	10
Technical Evaluation	<ul style="list-style-type: none"> <li>Based on criteria from Table E.1 – Evaluation Scores for Pre-Engineered Panelized Systems OR Table E.2 – Evaluation Scores for Pre-Assembled Panelized Systems</li> </ul>	70
<b>Total Score</b>		<b>100</b>

Respondents should note that, in applying scores through the evaluation process, Responses are evaluated against the Evaluation Team's expectations of what are acceptable responses to the Qualification Criteria.

For consistency, the following table describes the characteristics attributable to particular scores for all Qualification Criteria categories outside of Technical Evaluation:

<b>SCORING CHARACTERISTICS</b>	
<b>Score (Out of 10 Points)</b>	<b>Characteristics</b>
<b>No Marks</b> 0 Points	Response demonstrates no understanding of the requirements; criterion is absent from the Response.
<b>Below Mid-point</b> 1 – 3 Points	Response is not adequate; misses some key requirements.
<b>Mid-point</b> 4 – 6 Points	Response meets basic expectations and requirements.
<b>Above Mid-point</b> 7 – 9 Points	Response substantially meets expectations and requirements.
<b>Full Marks</b> 10 Points	Response meets and exceeds expectations and requirements, clearly demonstrates an understanding of requirements and details how goods and services will be provided to meet stated standards/expectations/service levels.



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## **APPENDIX B – SUBMISSION FORM**

(for Consortium/Joint Venture)

### **1. Consortium/Joint Venture Information (hereinafter also referred to as the “Respondent”)**

Please fill out the following form providing information regarding the Consortium/Joint Venture formed for this RFSQ.	
RFSQ: Prefabricated Overcladding Panels	
RFSQ Number: 25Pr01	
Name of Consortium/Joint Venture	
Street Address	
City, Province/State	
Postal Code	
Email Address	
Phone Number	
Website (if applicable)	

### **2. Product Information**

Product Name / Reference \_\_\_\_\_

\_\_\_\_\_

This product is a: *(Please check one)*

- ☐ Pre-engineered Panelized System
- ☐ Pre-assembled Panelized System

### **3. Lead Respondent Information**

Please fill out the following form, naming one person to be the Lead Respondent's contact for the RFSQ process and for any clarifications or communication that might be necessary with the Respondent.	
Full Legal Name of Respondent	
Any Other Relevant Name under which Respondent Carries on Business	
Street Address	
City, Province/State	
Postal Code	
Email Address	

Phone Number	
Company Website	
Contact Person	
Name	
Title	
Phone	
Email	

#### 4. Consortium/Joint Venture Members

Member Name / Organization	Role in Project	Contact Person	Email	Phone

#### 5. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFSQ process will be governed by the terms and conditions of the RFSQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between TAF and the Respondent unless and until TAF and the Respondent execute a written agreement for the Deliverables.

#### 6. Ability to Provide Deliverables

The Respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.

#### 7. Addenda

The Respondent is deemed to have read and taken into account all Addenda issued by TAF prior to the Deadline for Issuing Addenda. The Respondent is requested to confirm that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued by writing the word "None", on the following line: \_\_\_\_\_.

If the Respondent fails to complete this section, the Respondent will be deemed to have received all posted Addenda.

#### 8. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

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## 9. Conflict of Interest

The Respondent must declare all actual and potential Conflicts of Interest, as defined in section 4.4.1 of the RFSQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of its Response; AND (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

Otherwise, if the statement below applies, check the box.

- ☐ The Respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Response, and/or the Respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

If the Respondent declares an actual or potential Conflict of Interest by marking the box above, the Respondent must set out below details of the actual or potential Conflict of Interest:

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## 10. Disclosure of Information

The Respondent hereby agrees that any information or documents provided in its Response, even if identified as being supplied in confidence, may be disclosed by TAF where required by law or by order of a court or tribunal. The Respondent hereby consents to the disclosure, on a confidential basis, of its Response by TAF to the advisers retained by TAF to advise or assist with the RFSQ process, including with respect to the evaluation of this Response.

Consortium Member 1 Organisation 

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Name of Consortium/Joint Venture Member 1 

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Title of Consortium/Joint Venture Member 1 

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Signature of Consortium/Joint Venture Member 1 

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Date 

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I have the authority to bind the Consortium/Joint Venture.

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Consortium Member 2 Organisation \_\_\_\_\_

Name of Consortium/Joint Venture Member 2 \_\_\_\_\_

Title of Consortium/Joint Venture Member 2 \_\_\_\_\_

Signature of Consortium/Joint Venture Member 2 \_\_\_\_\_

Date \_\_\_\_\_

I have the authority to bind the Consortium/Joint Venture.

Consortium Member 3 Organisation \_\_\_\_\_

Name of Consortium/Joint Venture Member 3 \_\_\_\_\_

Title of Consortium/Joint Venture Member 3 \_\_\_\_\_

Signature of Consortium/Joint Venture Member 3 \_\_\_\_\_

Date \_\_\_\_\_

I have the authority to bind the Consortium/Joint Venture.

Consortium Member 4 Organisation \_\_\_\_\_

Name of Consortium/Joint Venture Member 4 \_\_\_\_\_

Title of Consortium/Joint Venture Member 4 \_\_\_\_\_

Signature of Consortium/Joint Venture Member 4 \_\_\_\_\_

Date \_\_\_\_\_

I have the authority to bind the Consortium/Joint Venture.

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## APPENDIX B – SUBMISSION FORM

(for Single Respondent)

### 1. Respondent Information

Please fill out the following form, naming one person to be the Respondent's contact for the RFSQ process and for any clarifications or communication that might be necessary.	
RFSQ: Prefabricated Overcladding Panels	
RFSQ Number: 25Pr01	
Full Legal Name of Respondent	
Any Other Relevant Name under which Respondent Carries on Business	
Street Address	
City, Province	
Postal Code	
Email Address	
Phone Number	
Company Website	
Primary Contact	
Name	
Title	
Phone	
Email	

### 2. Product Information

Product Name / Reference \_\_\_\_\_

\_\_\_\_\_

This product is a: *(Please check one)*

- ☐ Pre-engineered Panelized System
- ☐ Pre-assembled Panelized System

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### **3. Acknowledgment of Non-Binding Procurement Process**

The Respondent acknowledges that the RFSQ process will be governed by the terms and conditions of the RFSQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between TAF and the Respondent unless and until TAF and the Respondent execute a written agreement for the Deliverables.

### **4. Ability to Provide Deliverables**

The Respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.

### **5. Addenda**

The Respondent is deemed to have read and taken into account all Addenda issued by TAF prior to the Deadline for Issuing Addenda. The Respondent is requested to confirm that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued by writing the word “None”, on the following line: \_\_\_\_\_.  
If the Respondent fails to complete this section, the Respondent will be deemed to have received all posted Addenda.

### **6. No Prohibited Conduct**

The Respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

### **7. Conflict of Interest**

The Respondent must declare all actual and potential Conflicts of Interest, as defined in Section 4.4.1 of the RFSQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of its Response; AND (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

Otherwise, if the statement below applies, check the box.

- ☐ The Respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Response, and/or the Respondent foresees an

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actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

If the Respondent declares an actual or potential Conflict of Interest by marking the box above, the Respondent must set out below details of the actual or potential Conflict of Interest:

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## **8. Disclosure of Information**

The Respondent hereby agrees that any information or documents provided in its Response, even if identified as being supplied in confidence, may be disclosed by TAF where required by law or by order of a court or tribunal. The Respondent hereby consents to the disclosure, on a confidential basis, of its Response by TAF to the advisers retained by TAF to advise or assist with the RFSQ process, including with respect to the evaluation of this Response.

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

I have the authority to bind the Respondent.

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## APPENDIX C: FORM OF AGREEMENT

### MASTER AGREEMENT FOR ROSTER FRAMEWORK

(the “Agreement”)

**BETWEEN:**

**THE ATMOSPHERIC FUND**

(referred to as “TAF”)

**AND:**

**[INSERT FULL LEGAL NAME OF SUPPLIER]**

(referred to as the “Supplier”)

**WHEREAS**, TAF issued a Request for Supplier Qualifications (the “RFSQ”) bearing RFSQ No. 25Pr01 to qualify potential suppliers for eligibility to provide Prefabricated Overcladding Panels for the use by multi-unit residential building owners in the Greater Toronto and Hamilton Area;

**AND WHEREAS**, pursuant to the RFSQ, the Supplier was selected to be included on a multi-use Qualified Supplier List (the “Roster”) for eligibility to participate in potential competitive processes (“Roster Competitions”) for the procurement of the Deliverables, as defined in the RFSQ;

**AND WHEREAS**, it is a condition to being included on the Roster that the Supplier execute this Agreement;

**AND WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meaning given to them in the RFSQ;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

#### 1. Term of Agreement

- a) This Agreement shall take effect on the **[insert date]** (the “Effective Date”) and shall remain in effect until **[insert date]** (the “End Date”) unless it is terminated earlier in accordance with the terms of this Agreement or otherwise by operation of law. The term of this Agreement is hereinafter called the “Term”.



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- b) TAF shall have the option to extend the Term twice, for up to one (1) year each time.

## **2. Scope of Agreement**

- a) This Agreement, including the schedules attached hereto, governs the relationship between TAF and the Supplier in respect of the Roster.
- b) The Supplier consents to its inclusion on the Roster and acknowledges and agrees that such inclusion is at TAF's sole and unfettered discretion.
- c) The Supplier acknowledges and agrees that there is no obligation whatsoever binding upon TAF to request, offer, invite or select the Supplier to provide any services or goods, including the Deliverables, under this Agreement or otherwise.
- d) No undertaking or any form of statement, promise or representation shall be deemed to have been made by TAF under this Agreement, save and except only as explicitly set out herein.
- e) The Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any undertaking, statement, promise or representation by TAF.
- f) The Supplier acknowledges that in entering into this Agreement, no form of exclusivity has been conferred on, or volume guarantee has been granted by TAF in relation to the provision of the Deliverables by the Supplier and that TAF is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services or goods, including the Deliverables.
- g) The Supplier acknowledges that the Roster may be made public by TAF (including by publication on TAF's website), and that building owners, municipalities or other Persons may use the Roster while following their own respective procurement policies for service-provider selection.

## **3. Management of the Roster**

- a) The Supplier acknowledges and agrees that, during the Term, TAF may and will permit other suppliers to apply for qualification and inclusion on the Roster, all as determined by TAF in its sole and unfettered discretion.
- b) The Supplier acknowledges and agrees that TAF may, at any time in its sole and unfettered discretion and upon notice, suspend or remove suppliers, including but not limited to the Supplier, from the Roster.

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- c) If the Supplier is suspended from the Roster, then the Supplier will not be eligible to participate in Roster Competitions during the period of suspension.
  - d) If the Supplier is removed from the Roster, then the Supplier will no longer be eligible to participate in Roster Competitions.

The Supplier acknowledges that TAF intends to make the Roster public so as to encourage its use.

#### **4. Provision of Deliverables**

- a) The Supplier represents and warrants its ability to provide the Deliverables in accordance with the terms and conditions of the RFSQ.
- b) The Supplier acknowledges and agrees that it may be selected to provide the Deliverables to building owners or to TAF (in either case a “**Requestor**” hereunder).
- c) If a Requestor requires the Deliverables, then the Requestor may invite suppliers listed on the Roster, including the Supplier, to participate in an RFQ or Request for Proposal process.
- d) The provision of the Deliverables will be governed by the terms and conditions of a contract entered into between the Supplier and the Requestor.

#### **5. Execution and Delivery**

- a) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall have the same legal effect as delivery of a manually executed counterpart of this Agreement.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date of the last party to sign, as indicated by the date stated under that party’s signature below.

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**THE ATMOSPHERIC FUND**

Signature:

Name: Julia Langer

Title: CEO

Date of Signature:

I have the authority to bind TAF.

**[SUPPLIER'S FULL LEGAL NAME]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

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## SCHEDULE 1 – STANDARD TERMS AND CONDITIONS

### ARTICLE 1: TERM AND TERMINATION

- 1.1 The Term of this Agreement begins on the Effective Date and continues until the End Date unless terminated earlier.
- 1.2 TAF reserves the right to terminate this Agreement upon at least 30 days' advance written notice to the Supplier.
- 1.3 The Supplier reserves the right to terminate this Agreement upon at least 30 days' advance written notice to TAF.

### ARTICLE 2: CONFIDENTIALITY

- 2.1 For the purposes of this Agreement, “**Confidential Information**” means all non-public information belonging to TAF, including all strategic, technical, corporate, financial, economic, legal or other information or knowledge generally concerning TAF or any of its affiliates, subsidiaries or other parties in which it has an ownership interest, or specifically concerning the RFSQ and this Agreement, whether disclosed orally, or in the form of written material, computer data or programs, and includes trade secrets, computer programs, code, methods, techniques, processes, computer applications, information about or relating to grantees and/or customers of TAF and financial information, however obtained, and whether obtained before or after the execution of this Agreement. Confidential Information does not include information that:
  - a) is disclosed lawfully to the Supplier by a third party who has no obligation of confidentiality to TAF with respect to the disclosed information;
  - b) is or becomes generally known to the public, other than by a breach by the Supplier of its obligations under this Agreement; or
  - c) is obligated to be produced by law or under order of a court of competent jurisdiction or similar requirement of a government entity, so long as prior notice of such order or requirement is provided to TAF and the Supplier co-operates to the extent reasonable in preserving its confidentiality.
- 2.2 The Supplier acknowledges and agrees that the Confidential Information is the property of TAF. The Supplier will maintain the Confidential Information in strict confidence and will not disclose Confidential Information to any employee (save and except only to the extent necessary to perform its obligations under this Agreement) or to any third party (save and except only with the prior written consent of TAF).

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- 2.3 Upon termination of this Agreement or otherwise upon the request of TAF, the Supplier will deliver to TAF all copies, whether written, in the form of computer data or otherwise, of all Confidential Information in the possession of the Supplier or other parties to whom the Supplier has provided the Confidential Information. Neither the Supplier nor any parties to whom the Supplier has provided the Confidential Information will retain copies of any Confidential Information.

### **ARTICLE 3: DISPUTE RESOLUTION AND INJUNCTIVE RELIEF**

- 3.1 In the event of a dispute claim, question or disagreement arising from or relating to this Agreement or the breach thereof (individually and collectively, “**Dispute**”) the parties shall use reasonable efforts to attempt to resolve the Dispute. If the parties do not reach such a solution (or agree in writing to mediate the Dispute), within a period of 45 days, then, upon notice by either party to the other party, and prior to taking any other legal actions, all Disputes shall be finally settled by arbitration pursuant to the Arbitration Act of Ontario before a single arbitrator, selected by the parties or appointed (in the event the parties cannot agree). The arbitration shall be held in Toronto, Ontario. The arbitrator’s decision shall be final and binding. The arbitrator shall issue a written decision setting forth in reasonable detail the basis for the decision. The arbitrator shall have no authority to award damages inconsistent with this Agreement or punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute, and the parties hereby expressly waive their right to obtain such punitive damages in arbitration or in any other forum. The arbitrator shall award to the prevailing party, as determined by the arbitrator and if any, all reasonable pre-award expenses of the arbitration, including the arbitrator’s fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney’s fees. The arbitral award may be entered in any court having jurisdiction. All aspects of the arbitration will be final.
- 3.2 The Supplier recognizes that violation, breach or anticipated breach of the obligations of the Supplier under this Agreement may cause serious and irreparable harm to TAF such that an action in damages may not be a sufficient remedy. Consequently, the Supplier recognizes, acknowledges and agrees that TAF shall, in addition to an action in damages and any other legal remedy it may have in law or equity, have the right to take the appropriate proceedings to obtain an interlocutory or permanent injunction in any jurisdiction of its choice as soon as possible as a necessary remedy to enjoin any further breach or anticipated breach by the Supplier and without prejudice to the rights of TAF to obtain damages.

### **ARTICLE 4: INDEMNIFICATION**

- 4.1 The Supplier agrees to fully indemnify and defend and save completely harmless TAF, and its directors, officers, employees, agents, successors, and permitted assigns

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(collectively, the “**Indemnified Party**”) from and against any and all claims, actions, causes of action, demands, proceedings, losses, damages, liabilities, deficiencies, costs, and expenses (including but not limited to legal fees and disbursements) suffered or incurred by the Indemnified Party that are related, directly or indirectly, to: (i) the provision of any services performed by the Supplier through its participation regarding the Roster; (ii) any inaccuracy of any representation or warranty by the Supplier contained in this Agreement or in any document delivered pursuant to this Agreement; (iii) any negligence or willful misconduct by the Supplier; (iv) any breach or non-performance by the Supplier of any obligation to be performed by it that is contained in this Agreement or in any document delivered by the Supplier pursuant to this Agreement; and (v) any breach or alleged breach by the Supplier of any of intellectual property rights or privacy rights of any Person.

## **ARTICLE 5: CONFLICT OF INTEREST**

- 5.1 The Supplier acknowledges and agrees that TAF may terminate this Agreement and remove the Supplier from the Roster for any conduct, situation or circumstances determined by TAF, in its sole and absolute discretion, to constitute a conflict of interest.
- 5.2 The Supplier represents and warrants that, prior to entering into this Agreement, the Supplier has disclosed to TAF all actual and potential conflicts of interest that may exist or arise by virtue of the Supplier entering into this Agreement and that could, or could be seen to, impact the Supplier’s ability to perform its obligations under this Agreement or to provide the Deliverables.
- 5.3 The Supplier warrants that it, its partners, directors, officers, employees, agents, affiliates and subsidiaries shall not during the term of this Agreement engage in any conduct or enter into any material agreement or transaction which, actually or potentially, creates a conflict of interest with the performance of the Supplier’s obligations under this Agreement or the Supplier’s ability to provide the Deliverables, without the Supplier first disclosing to TAF the actual or potential conflict of interest and obtaining the express prior written consent of TAF.

## **ARTICLE 6: PROHIBITED CONDUCT**

- 6.1 The Supplier represents and warrants that it has not engaged in any conduct prohibited by the RFSQ or this Agreement.

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- 6.2 The Supplier agrees and covenants that it will not engage in any conduct prohibited by the RFSQ or this Agreement.
- 6.3 The Supplier acknowledges and agrees that TAF may terminate this Agreement and remove the Supplier from the Roster if TAF, in its sole and absolute discretion, determines that the Supplier has engaged in any conduct prohibited by the RFSQ, this Agreement or any Applicable Law.

## **ARTICLE 7: REPRESENTATIVES AND NOTICES**

- 7.1 The Supplier's representative shall be as follows (unless indicated otherwise in writing by the Supplier):
- Name: [Insert]  
Address: [Insert]  
Phone: [Insert]  
Email: [Insert]
- 7.2 TAF's representative shall be as follows (unless indicated otherwise in writing by TAF):
- Name: Keith Burrows  
Address: The Atmospheric Fund  
Metro Hall (C/O Union Station, 2nd Floor East Wing)  
55 John Street  
Toronto, Ontario M5V 3C6  
Phone: 416-392-0271  
Email: [kburrows@taf.ca](mailto:kburrows@taf.ca)
- 7.3 All communications shall be given by or to the respective parties through the above individuals. The representatives of each party may be changed or substituted by written notice to the other party of the name, address and contact details of the substitute representative.
- 7.4 All notices shall be in writing and shall be sufficiently given if personally delivered or mailed by pre-paid registered mail to the other party at the address shown above, in which case it shall be deemed to have been received on the 5th business day after it was mailed. Day-to-day communications may also be delivered by fax or electronic transmission, in which case they shall be deemed to have been received on the first business day following transmission.

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## ARTICLE 8: GENERAL

- 8.1 Compliance with Applicable Laws. The Supplier shall comply with all applicable laws, regulations and ordinances. The Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 8.2 No Waiver. The failure by TAF to insist in one or more instances upon the performance by the Supplier of any of the terms or conditions of this Agreement shall not be construed as a waiver of TAF's right to require future performance of any such terms or conditions, and the obligations of the Supplier with respect to such future performance shall continue in full force and effect. A waiver is binding on TAF only if it is in writing.
- 8.3 Assignment. The Supplier may not assign this Agreement or any part thereof without the prior written approval of TAF.
- 8.4 Force Majeure. A party shall not be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the party's reasonable control, including, without limitation, the following: (a) acts of God; (b) flood, fire, earthquake, tsunami, epidemics, pandemics including the 2019 novel coronavirus pandemic (COVID-19), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of a party.
- 8.5 Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors and permitted assigns.
- 8.6 Entire Agreement. This Agreement, including all schedules attached hereto, embodies the entire agreement between the parties hereto with regard to the matters dealt with herein and supersedes and replaces any prior understanding or agreement, collateral, oral or otherwise.
- 8.7 Amendments. No change to or modification of this Agreement shall be valid unless it is in writing and signed by the parties hereto.



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- 8.8 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable at law, then such provision shall not affect the validity of any other provision hereof.
- 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 8.10 Headings. The headings which precede the paragraphs of this Agreement are merely for the assistance of the reader and do not affect the meaning, effect or construction of this Agreement or any part hereof.
- 8.11 Technical Meanings. Whenever words which have well-known technical or trade meanings are used in this Agreement, they are used in accordance with such recognized meanings.
- 8.12 No *contra proferentem*. This Agreement has been negotiated by each party hereto with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party does not apply to the construction or interpretation of this Agreement.
- 8.13 Relationship between the parties. TAF and the Supplier are entirely independent and unrelated entities. Nothing whatsoever contained in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent as between TAF and the Supplier. It is understood and agreed by the parties hereto that the Supplier is independent of TAF, and that neither the Supplier nor any of its agents or employees shall have any right or authority whatsoever to assume or create any obligation of any type, nature or kind, whether express or implied, binding upon TAF.

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## APPENDIX D – TECHNICAL PERFORMANCE REQUIREMENTS

The following tables summarize the performance criteria for prefabricated panelized systems designed for retrofit applications. The targets include mandatory performance requirements and supplemental targets and information:

1. **Mandatory requirements** are *mandatory*. Any system that does not meet the mandatory requirements will not be accepted or reviewed.
2. **Supplemental targets** are *optional*. Applications that meet these additional supplemental targets will receive additional points which will contribute to a higher evaluation score. Back-up documentation shall be submitted for each criterion to be considered complete. Applications will be evaluated based on the weightings shown in Appendix B.

There are also different performance criteria for: 1) **pre-engineered panelized systems** (Table A.1) and **pre-assembled panelized systems** (Table A.2). The requirements have been split this way so as to categorize the retrofit solutions into two separate groups that may be more applicable to specific building types:

- *Pre-engineered panelized systems* include engineered and tested proprietary systems that are fully constructed in a manufacturing plant. These may be more suitable for Part 3 buildings which need to withstand higher environmental loads, can benefit from economies of scale, and have additional combustibility requirements; however, they could also potentially be used for low-rise Part 9 buildings.
- *Pre-assembled panelized systems* refers to retrofit panels that are assembled off-site by a fabricator/contractor that builds the panel assembly from a base panel and other manufactured wall component, but are not necessarily pre-engineered. These are more likely candidates for low-rise Part 9 buildings.

Further explanation and context for each performance criterion is provided in the section “Criteria Definition and Context” set out further below.

**Table D.1 – Performance Requirements for Pre-Engineered Panelized Systems**

	#		
		Mandatory Requirements	Back-up Documentation Required
	1	<b>Clear Field R-value:</b> Minimum 15 ft <sup>2</sup> ·°F·h/BTU.	Thermal modeling report or engineering analysis
	2	<b>Water Penetration Resistance:</b> Minimum 300 Pa including joints between panels, tested in accordance with ASTM E331.	Lab test report by a certified testing agency
	3	<b>Air Leakage Resistance:</b> Maximum 0.2 L/s/m <sup>2</sup> at 75 Pa including joints between panels, tested in accordance with ASTM E283	Lab test report by a certified testing agency
	4	<b>Moisture Management:</b> Drained and vented assembly.	Drawings showing panel system assembly and typical detail drawings, including panel joint details. Identify which components are plant-assembled vs. site-installed.
	5	<b>Building Type Intended Use:</b> Describe the building height and the back-up wall structure of existing buildings that the proposed panelized system is applicable for.	Written response
		Supplemental Targets/Information	Back-up Documentation/ Response Required
Envelope Performance	6	Higher <b>Clear Field R-Value:</b> Demonstrate range of R-values achievable above the minimum requirement.	Thermal modelling report or engineering analysis
	7	Higher <b>Water Penetration Resistance:</b> Demonstrate superior water penetration resistance values, tested in accordance with ASTM E331.	Lab test report by qualified testing agency
	8	Higher <b>Air Leakage Resistance:</b> Demonstrate superior air leakage resistance values, tested in accordance with ASTM E283.	Lab test report by qualified testing agency
	9	<b>Thermal Bridging Values:</b> Provide linear transmittance ( $\psi$ ) in W/m-K values.	Thermal bridging analysis
Window Integration	10	<b>Window Integration:</b> Are there specific window systems that can be integrated during prefabrication of panelized system?	List window manufacturer and system
	11	<b>Window Thermal Performance:</b> If windows can be integrated with panelized system, the thermal performance including U-values, SHGC, and condensation resistance must be provided.	NFRC modeling report

		<b>Maximum Recommended NFRC Window U-Value: 0.35 BTU/ft<sup>2</sup>·°F·h</b>	
	12	<b>Window Airtightness and Water Penetration Resistance:</b> If windows can be integrated with panelized system, demonstrate window compliance with CSA A440-11 (NAFS) and Canadian Supplement CSA A440S1-17.  <b>Minimum NAFS Performance: Performance Class LC, Performance Grade 45</b>	NAFS test report
Panel System Attributes	13	<b>Combustibility:</b> Is the system combustible or non-combustible as defined by the Ontario Building Code?	Written response and/or fire rating test report
	14	<b>Embodied Carbon:</b> Carbon associated with the production of the panel system from a lifecycle perspective.	Material EPDs. If not available, describe plans to study and submit this information.
	15	<b>Dimensions:</b> Specify range of panel sizes.	Written response
	16	<b>Weight:</b> Specify panel weight per unit area (lbs/sqft or kg/m <sup>2</sup> )	Written response
	17	<b>Exterior Finish and/or Cladding Panel Type:</b> Describe the range of cladding options.	Written response
	18	<b>Service life and durability:</b> Expected service life of panel system.	Durability plan for repair and replacement
	19	<b>System Maintenance:</b> What type of maintenance is required for the system?	Maintenance plan
Retrofit Application	20	<b>Adjustability:</b> Panel system tolerance for non-plumb and non-square existing wall conditions.	Written response
	21	<b>Wall Penetrations:</b> Are there mechanical, electrical, or plumbing solutions integrated within the panel system (e.g., louvers, vents, etc.)?	Written response
	22	<b>Panel Support:</b> Specify the type and/or specific product used to secure panel to the existing building structure.	Written response and include in submitted drawings
	23	<b>Building Capture:</b> Does the design of the panel system include site measuring and surveying of existing conditions?	Written response
Production Information	24	<b>Panel Production:</b> Location of manufacturing plant and production capacity (sq. ft. per day)	Written response
	25	<b>Plant Quality Control:</b> Does manufacturing plant have CSA A277 and/or ISO 9001 certification?	Certifications and QA/QC plan

Project Administration	26	<b>Supply and Install:</b> Is the panel system supplied and installed by the same entity?	Written response
	27	<b>Installer Qualification:</b> Specify pre-qualification procedure and provide list of approved installers.	Written response
	28	<b>Installation QA/QC:</b> Describe quality control and quality assurance plan for site installation of the system.	Written response
	29	<b>Warranty:</b> Type and duration of warranty for panel system.	Sample warranty
	30	<b>Lead times:</b> Describe expected total lead times. If windows are included, what is the additional lead time expected?	Written response
	31	<b>Project References:</b> Information for previously completed projects using the panel system. Provide at least two references.	Reference list and contact information for project owner and/or design authority

**Table D.2 – Performance Requirements for Pre-Assembled Panelized Systems**

	#		
		Mandatory Requirements	Back-up Documentation Required
	1	<b>Clear Field R-value:</b> Minimum 15 ft <sup>2</sup> ·°F·h/BTU.	Thermal modeling report or engineering analysis
	2	<b>Moisture Management:</b> Drained and vented assembly.	Drawings showing panel system assembly and typical detail drawings, including panel joint details. Identify which components are plant-assembled vs. site-installed.
	3	<b>Project Applicability:</b> Describe the building height and the back-up wall structure of existing buildings that the proposed panelized system is applicable for.	Written response
		Supplemental Targets/Information	Back-up Documentation/ Response Required
Envelope Performance	4	Higher <b>Clear Field R-Value:</b> Demonstrate range of R-values achievable above the minimum requirement.	Thermal modeling report or engineering analysis
	5	<b>Water Penetration Resistance:</b> Minimum 300 Pa tested per ASTM E331 including joints between panels.	Lab or in-situ test report

	6	<b>Air Leakage Resistance:</b> Minimum 0.2 L/s/m <sup>2</sup> at 75 Pa including joints between panels.	Lab or in-situ test report
	7	<b>Thermal Bridging Values:</b> Provide linear transmittance ( $\psi$ ) in W/m-K values.	Thermal bridging analysis
Window Integration	8	<b>Window Integration:</b> Are there specific window systems that can be integrated during prefabrication of panelized system?	List window manufacturer and system
	9	<b>Window Thermal Performance:</b> If windows can be integrated with panelized system, the thermal performance including U-values, SHGC, and condensation resistance must be provided.  <b>Maximum Recommended NFRC Window U-Value: 0.35 BTU/ft<sup>2</sup>·°F·h</b>	NFRC modeling report
	10	<b>Window Airtightness and Water Penetration Resistance:</b> If windows can be integrated with panelized system, demonstrate window compliance with CSA A440-11 (NAFS) and Canadian Supplement CSA A440S1-17.  <b>Minimum NAFS Performance: Performance Class LC, Performance Grade 45</b>	NAFS test report
Panel System Attributes	11	<b>Combustibility:</b> Is the system combustible or non-combustible as defined by the Ontario Building Code?	Written response and/or fire rating test report
	12	<b>Embodied Carbon:</b> Carbon associated with the production of the panel system from a lifecycle perspective.	Material EPDs. If not available, describe plans to study and submit this information.
	13	<b>Dimensions:</b> Specify range of panel sizes.	Written response
	14	<b>Weight:</b> Specify panel weight per unit area (lbs/sqft or kg/m <sup>2</sup> )	Written response
	15	<b>Exterior Finish and/or Cladding Panel Type:</b> Describe the range of cladding options.	Written response
	16	<b>Service life and durability:</b> Expected service life of panel system.	Durability plan for repair and replacement
	17	<b>System Maintenance:</b> What type of maintenance is required for the system?	Maintenance plan
Retrofit Application	18	<b>Adjustability:</b> Panel system tolerance for non-plumb and non-square existing wall conditions.	Written response
	19	<b>Wall Penetrations:</b> Are there mechanical, electrical, or plumbing solutions integrated	Written response

		with the panel system (e.g., louvers, vents, etc.)?	
	20	<b>Panel Support:</b> Specify the type and/or specific product used to secure panel to the existing building structure.	Written response and include in submitted drawings
	21	<b>Building Capture:</b> Does the design of the panel system include site measuring and surveying of existing conditions?	Written response
Production Information	22	<b>Panel Production:</b> Location of manufacturing plant and production capacity (sq. ft. per day)	Written response
	23	<b>Plant Quality Control:</b> Does assembly plant have CSA A277 and/or ISO 9001 certification? Describe quality assurance and quality control plan for panel production.	Certifications and QA/QC plan
Project Administration	24	<b>Supply and Install:</b> Is the panel system supplied and installed by the same entity?	Written response
	25	<b>Installer Qualification:</b> Specify pre-qualification procedure and provide list of approved installers.	Written response
	26	<b>Installation QA/QC:</b> Describe quality control and quality assurance plan for site installation of the system.	Written response
	27	<b>Warranty:</b> Type and duration of warranty for panel system.	Sample warranty
	28	<b>Lead times:</b> Describe expected total lead times. If windows are included, what is the additional lead time expected?	Written response
	29	<b>Project References:</b> Information for previously completed projects using the panel system. Provide at least two references.	Reference list and contact information for project owner and/or design authority

## Criteria Definition and Context

### General

**Building Type Intended Use:** The intent is for these systems to be used for existing buildings exterior envelope retrofits. This includes buildings ranging from low-rise to high-rise, with various back-up wall assemblies. Some cladding panel systems, however, will only be intended for use on certain building types due to combustibility, structural, or constructability limitations. In your written response, indicate the existing building heights that the submitted panel system is applicable for:

- Low-rise (1 – 3 storeys)
- Mid-rise (4 – 8 storeys)



- 
- High-rise (9+ storeys)

Indicate the existing back-up wall structures that the submitted panel system is applicable for:

- Wood Frame
- Masonry
- Concrete
- Steel Frame

## **Envelope Performance**

**Clear-Field R-Value:** The clear field R-value provided shall be the effective R-value that includes thermal bridging effects of repetitive framing elements such as studs, support girts, or thermal clips. This shall not account for any R-value provided by the existing walls. The minimum R-value criteria listed was selected based on experience with previous similar projects. Higher scoring will be awarded for systems that can demonstrate higher R-value. Thermal modeling or engineering analysis needs to be submitted as back-up documentation.

**Water Penetration Resistance:** The water leakage resistance demonstrated by lab testing at 300 Pa of differential pressure in accordance with ASTM E331. For qualification of *pre-engineered panelized systems*, panels must be lab-tested resulting in no water leakage. The tested specimen must include multiple panels to ensure typical joint detailing passes the water penetration test. Projects may have higher exposures and require higher levels of performance than the minimum 300 Pa, so demonstrating superior water penetration resistance is encouraged. Prequalified *pre-engineered* and *pre-assembled* panelized systems will still require a full-sized mock-up be tested in order to satisfactorily demonstrate conformance with project design requirements prior to construction, but not as part of this technical prequalification.

**Air Leakage Resistance:** Air leakage demonstrated by lab testing to minimum 75 Pa of differential pressure in accordance with ASTM E283. For qualification of *pre-engineering panelized systems*, panels must be lab-tested resulting in air leakage lower than 0.2 L/s/m<sup>2</sup>. The tested specimen must include multiple panels in the panelized system to ensure typical joint detailing passes the air leakage test. Systems achieving higher levels of airtightness are encouraged. Prequalified *pre-engineered* and *pre-assembled* panelized systems will still require a full-sized mock-up be tested in order to satisfactorily demonstrate conformance with project design requirements prior to construction, but not as part of this technical prequalification.

**Moisture Management:** The proposed system must include a drainage cavity and be vented, following best practices for rainscreen assemblies. As back-up documentation, applicants must submit detailed drawings that show the panelized system's components, tolerances, anchorage, path of cavity drainage, and continuity of the envelope control layers. Drawings to include panel profiles, plans, sections, and typical penetration details showing which components are assembled off-site versus assembled on-site.



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**Thermal Bridging Values:** Linear transmittances at all typical thermal bridging locations, including but not limited to panel joints, inside/outside corners, top/base of wall, window perimeters, and slab edges. Provide thermal bridging calculations showing assumptions for dimensions, detailing, and adjacent assemblies.

### **Window Integration**

**Window Integration:** If applicable, provide list of window or door systems that can be integrated during pre-fabrication of the panelized systems. One of the goals of using panelized systems is to reduce construction times and impact to building occupants so integration of window systems is encouraged. Window to wall integration details should be submitted in response.

**Window Thermal Performance:** If windows are integrated into panelized system, window thermal performance must meet the minimum performance listed as calculated in accordance with NFRC standard. NFRC modeling report must be submitted as back-up documentation.

**Window Airtightness and Water Penetration Resistance:** If windows are integrated into panelized system, window airtightness and water penetration resistance must comply with the minimum performance class and grade in accordance with NAFS standard. NAFS testing report must be submitted as back-up documentation.

### **Panel System Attributes**

**Combustibility:** Compliance with combustible or non-combustible construction as defined by latest version of the Ontario Building Code. Describe fire safety performance of the panelized system and provide back-up documentation, such as CAN/ULC S134 test reports, as necessary to demonstrate compliance.

**Embodied Carbon:** The carbon associated with the panelized system from a lifecycle perspective. Submit an Environmental Product Declaration (EPD) or similar independent, third-party verified embodied carbon disclosure document, with detailed breakdown, for a standard panel size that includes the embodied carbon of all components in the panelized system. EPDs for individual panel system components are also acceptable. Overcladding projects that retain the existing building cladding can significantly reduce the embodied carbon of a retrofit project by avoiding unnecessary demolition and disposal. Therefore, panelized systems that can be installed over existing wall cladding are encouraged.

**Dimensions and Weight:** The range of sizes and weights of the panelized system. Include assumptions for the normalized weights, such as panel components and thicknesses. A wider range of sizes is encouraged to allow for more design options.

**Exterior Finish and/or Cladding Panel Type:** The different types of finishes and cladding material types that can be included with the panelized system. A wider range of finishes is encouraged to allow for more design options and will be awarded higher points.

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**Service Life and Durability:** The period of time during which the panelized system can perform its functions to the required level of performance. Response should confirm compliance with CSA S478 – Durability in Buildings standard.

**System Maintenance:** Actions taken periodically to maintain the panelized system’s level of performance. Provide maintenance plan that includes program for cleaning, maintenance, repair, or replacement of specific components.

### **Retrofit Application**

**Adjustability:** The ability of the panelized system to account for imperfections in the existing building’s as-built conditions (e.g., non-plumb and non-square conditions). The walls of existing buildings may not be ideal substrates for typical cladding panel installation so the design must accommodate for these expected deficiencies (see **Panel Support** description). Response should include strategy to account for as-built conditions and any limitations of the panelized system.

**Wall Penetrations:** Specify how panelized system is detailed at wall penetrations. Panelized systems used for overcladding projects will need to accommodate for existing services. Integrated solutions during the prefabrication phase are encouraged to limit site modifications.

**Panel Support:** The method of structural load transfer between the panel and the existing building. Response should include description of all support components, tolerances, and limitations. Provide the typical spacing of panel support components. Describe the structural element that the panels are intended to be fastened to (e.g., slab edge, studs, perimeter beam, etc.)

**Building Capture:** Cladding retrofit projects require detailed measurements of as-built conditions of the existing building. Accurate information of the existing building is necessary for panel design and fabrication. Describe the level of site measurement included in the design of the panelized system. Digital capture methods such as 3D laser scanning and photogrammetry are expected as hand measurements can be time consuming and difficult to capture necessary level of detail.

### **Production Information**

**Panel Production:** The location where the panelized system is manufactured, fabricated, and/or assembled. Include the daily production rate (sq. ft. per day) for fully assembled panels expected for each product line and if there are future plans or ability to increase these rates.

**Warranty:** Describe the deficiencies that are covered by warranty in the design, construction, installation, and performance of the panelized system. Define/identify typical type of warranty provided, such as labour and materials, any limitations, and warranty period.

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**Plant Quality Control:** The quality assurance and quality control procedures for the plant where the panelized system is manufactured, fabricated, and/or assembled. Provide proof of compliance with quality control standards such as *ISO 9001 – Quality Management Systems* or *CSA A277 - Procedure for certification of prefabricated buildings, modules, and panels*.

## **Project Administration**

**Supply and Install:** Describe typical procurement for the panelized system and whether it includes supply and install by the same entity. Installation by the same entity that produces the panelized system is encouraged to simplify the procurement approach.

**Installer Qualifications:** Describe the qualifications required of the installers of the panelized system. If the system is supplied and installed by the same entity, then describe the installer's training program. If the installers are third parties, then describe the pre-qualification procedure and provide a list of approved installers.

**Installation QA/QC:** The quality assurance and quality control procedures on site for installation of the panelized system. Submit any QA/QC procedures and checklists used by installers.

**Warranty:** Describe the deficiencies that are covered by warranty in the design, construction, installation and performance of the panelized system. Define/identify the typical type of warranty provided, such as labour and materials, any limitations, and warranty period.

**Lead Times:** Describe the timeline and your process from start of the project to delivery of the first panel on site. List assumptions in response.

**Project References:** Provide a list of recently completed projects where the panelized system has been used. Project information should include location, panel system details, area of panelized system, any site-specific modifications, and contact information (email address and telephone number) for project owner and/or design authority.

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## APPENDIX E – EVALUATION TABLES

The technical evaluation tables for pre-engineered panel systems (Table E.1) and pre-assembled panel systems (Table E.2) can be found below.

### Weights

The weight for each criterion is based on performance of the panelized system, importance to the project overall targets, indirect costs associated with each criterion, and minimizing owner's risk and cost.

### Scores

The performance criteria shown in Appendix E have been separated into Mandatory Requirements and Supplemental Targets/Information. Supplemental Targets/Information are subdivided into the following separate categories: Envelope Performance, Window Integration, Panel System Attributes, Retrofit Application, Production Information, and Project Administration. Scores for each category will be evaluated as follows:

**Mandatory Requirements** are mandatory. Proponents that do not submit back-up documentation satisfactorily demonstrating that mandatory requirements are met will not be evaluated further. Meeting mandatory requirements is a pre-condition for consideration and does not contribute to the total evaluation score contemplated hereunder.

**Supplemental Targets** include quantifiable criteria for the panelized system's thermal resistance, water penetration and airtightness that is beyond what is required by the Mandatory Requirements. The scoring of Higher Clear Field R-Value is as follows: 0.25 points for every R-Value over 15 ft<sup>2</sup>·°F·h/BTU to a maximum of 5 points for 35 ft<sup>2</sup>·°F·h/BTU.

For example:

- Panel system that demonstrates an effective R-value of R21 will receive 1.5 points.
- Panel system that demonstrates an effective R-value of R37 will receive 5 points.

The scoring of the rest of the envelope performance items is as follows:

Score	Criteria
0	Fails to provide response or back-up documentation.
1	Provides back-up documentation but shows minimal improvement over Mandatory Requirement values.
2	Response shows moderate improvement over Mandatory Requirement values.
3	Response shows significant improvement over Mandatory Requirement values.
4	Response shows best-in-class performance in airtightness and water penetration resistance.

**Window Integration** includes quantifiable criteria for window systems that may be integrated with the prefabricated panelized system. The criteria for scoring is as follows:

Score	Criteria
0	Fails to provide response or back-up documentation or does not include integrated windows.
1	Provides back-up documentation and barely meets the maximum NFRC U-Value and minimum NAFS performance.
2	Response shows lower NFRC Window U-value (U0.25 – U0.30) and higher NAFS Performance (Class CW)
3	Response shows much lower NFRC Window U-Value (<U0.25) and much higher NAFS Performance (Class AW)

**Panel System Attributes, Retrofit Application, Production Information, and Project Administration** include criteria that provides further information of the panelized system without a specific target or response expected. Refer to the Criteria Definition and Context section in Appendix A for a description of each criterion. The criteria for scoring is as follows:

Score	Criteria
0	Fails to provide response or back-up documentation.
1	Provides back-up documentation but minimally addresses the supplemental target or response is unclear.
2	Back-up documentation addresses the supplemental target with a comprehensive response.

**Table E.1 – Evaluation Scores for Pre-Engineered Panelized Systems**

#	Mandatory Requirements	✓		
1	Clear Field R-value			
2	Water Penetration Resistance			
3	Air Leakage Resistance			
4	Moisture Management			
5	Building Type Intended Use			
#	Supplemental Targets/Information	Weight (W)	Score (S)	(W) x (S)
Envelope Performance				
6	Higher Clear Field R-Value	8		
7	Higher Water Penetration Resistance	6		
8	Higher Air Leakage Resistance	6		
9	Thermal Bridging Values	4		
Window Integration				
10	Window Integration	2		
11	Window Thermal Performance	2		
12	Window Airtightness and Water Penetration Resistance	2		
Panel System Attributes				
13	Combustibility	6		
14	Embodied Carbon	2		
15	Dimensions	5		
16	Weight	5		
17	Exterior Finish and/or Cladding Panel Type	4		
18	Service Life and Durability	8		
19	System Maintenance	2		
Retrofit Application				
20	Adjustability	5		
21	Wall Penetrations	5		
22	Panel Support	4		
23	Building Capture	3		
Production Information				
24	Panel Production	3		
25	Plant Quality Control	3		
Project Administration				
26	Supply and Install	3		
27	Installer Qualification	2		
28	Installation QA/QC	2		
29	Warranty	3		

30	Lead Times	3		
31	Project References	2		
<b>TOTAL WEIGHTED SCORE</b>				

**Table E.2 – Evaluation Scores for Pre-Assembled Panelized Systems**

#	Mandatory Requirements	✓		
1	Clear Field R-value			
2	Moisture Management			
3	Building Type Intended Use			
#	Supplemental Targets/Information	Weight (W)	Score (S)	(W) x (S)
Envelope Performance				
4	Higher Clear Field R-Value	8		
5	Higher Water Penetration Resistance	6		
6	Higher Air Leakage Resistance	6		
7	Thermal Bridging Values	4		
Window Integration				
8	Window Integration	2		
9	Window Thermal Performance	2		
10	Window Airtightness and Water Penetration Resistance	2		
Panel System Attributes				
11	Combustibility	6		
12	Embodied Carbon	2		
13	Dimensions	5		
14	Weight	5		
15	Exterior Finish and/or Cladding Panel Type	4		
16	Service Life and Durability	8		
17	System Maintenance	2		
Retrofit Application				
18	Adjustability	5		
19	Wall Penetrations	5		
20	Panel Support	4		
21	Building Capture	3		
Production Information				
22	Panel Production	3		
23	Plant Quality Control	3		
Project Administration				
24	Supply and Install	3		

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25	Installer Qualification	2		
26	Installation QA/QC	2		
27	Warranty	3		
28	Lead Times	3		
29	Project References	2		
<b>TOTAL WEIGHTED SCORE</b>				