



**Request for Proposals**  
**for**  
**Affordable Housing Units in Lanark County & The**  
**Town of Smiths Falls**

Request for Proposals No.: **LC-2024-04**

Issued: **March 21, 2024**

Submission Deadline: **April 26, 2024 12:00:00 local time**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the County of Lanark (the “County”) to prospective proponents to submit proposals for **Affordable Housing Units in Lanark County & The Town of Smiths Falls**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

## 1.2 RFP Contact

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

[kwills@lanarkcounty.ca](mailto:kwills@lanarkcounty.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the County, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

## 1.3 Contract for Deliverables

### 1.3.1 Type of Contract

The selected proponent(s) will be requested to enter into direct contract negotiations to finalize an agreement with the County for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the County and the selected proponent(s).

### 1.3.2 Term of Contract

The term of the agreement will be established under the awarded contract to encompass the duration of the contemplated work.

## 1.4 RFP Timetable

### 1.4.1 Key Dates

Issue Date of RFP	March 21, 2024
Deadline for Questions	April 12, 2024 12:00:00 p.m. local time
Deadline for Issuing Addenda	April 16, 2024
Submission Deadline	April 26, 2024 12:00:00 p.m. local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	May 3, 2024
Contract Negotiation Period	5 calendar days
Anticipated Execution of Agreement	June 26, 2024

The RFP timetable is tentative only, and may be changed by the County at any time. For greater clarity, business days means all days that the County is open for business.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals may be submitted by the following two options:

1. By email to [kwillis@lanarkcounty.ca](mailto:kwillis@lanarkcounty.ca)
2. Uploaded to the bids&tenders website <https://www.bidsandtenders.com/>

Submissions by other methods will not be accepted.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be emailed before the Submission Deadline set out in the RFP Timetable.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity.

The maximum email file size is 30 MB.

Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting a revised proposal via email.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, a proponent should request via email to un-submit the proposal. Following the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The County will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the County will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the County issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The County will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the County as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The County will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the County. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

## **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the County or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the County and the selected proponent. Negotiations may include requests by the County for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the County for improved pricing or performance terms from the proponent.

## **2.5.3 Time Period for Negotiations**

The County intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the County invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the County may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the County elects to cancel the RFP process.

## **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 Past Performance**

In the evaluation process, the County may consider the proponent's past performance or conduct on previous contracts with the County or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The County and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by the County**

The County will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The County makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The County may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The County is under no obligation to provide additional information, and the County is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The County is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

#### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the County, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the County.

#### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

#### **3.2.4 Verify, Clarify, and Supplement**

When evaluating proposals, the County may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The County may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the County and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.



### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the County in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’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.

### **3.4.2 Disqualification for Conflict of Interest**

The County may disqualify a proponent for any conduct, situation, or circumstances, determined by the County, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The County may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the County determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents 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).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

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

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents 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 the County; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.8 Past Performance or Past Conduct**

The County may prohibit a supplier 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:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the County, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the County**

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

- (a) is the sole property of the County and must be treated as confidential;

- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the County; and
- (d) must be returned by the proponent to the County immediately upon the request of the County.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the County. The confidentiality of such information will be maintained by the County, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the County to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 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 RFP 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 proponent nor the County will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the County by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the County to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The County may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (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 3]

## **APPENDIX A – FORM OF AGREEMENT**

*The County will use the terms and conditions noted in this RFP document, as the starting point for negotiations with the selected proponent.*

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

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

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 the County and the proponent unless and until the County and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

**5. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the County prior to the Deadline for Issuing Addenda.

**6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**7. Conflict of Interest**

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. 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 the proposal; **AND** (b) were employees of the County within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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**8. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the County to the advisers retained by the County to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.



## **APPENDIX C – PRICING**

### **1. Instructions on How to Provide Pricing**

- (a) Proponents should provide the information requested under Appendix D (i.e. Financing and Operating Plan).
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### 1.1 Background Information

The Corporation of the County of Lanark (hereinafter referred to as the County), is seeking proposals from organizations wishing to create new rent-geared-to-income (RGI) and affordable housing units in the County and/or the Town of Smiths Falls either through developing new buildings or through renovations of existing buildings not currently being used as residential housing.

Successful proposal(s) will be forwarded to Lanark County Council for review and approval.

#### 1.2 Funding/Participation Framework

The funding is up to 75% of the total capital cost per unit or \$150,000 per unit (whichever is less) to a total maximum capital funding contribution of \$1,500,000. Please note incentives related to Development Charges and Property taxes are provided in Section 1.8 below. Total capital costs include land, financing, hard (construction) and soft costs (consultant fees, design costs) less any HST rebate. Funding would be provided as a forgivable capital loan. A successful proponent would be required to commit the new housing unit(s) to providing affordable or rent-geared-to-income housing for thirty (30) years.

Funds may be used for a new build or for purchasing / renovating existing non-residential rental structures. Units must be modest relative to community norms in terms of floor space and amenities, with rents at or below the average market rent for the service area as determined by the Canada Mortgage and Housing Corporation (or the County in the absence thereof CMHC data) for the entire loan forgiveness period. Current average market rent is \$982 per month for all types of units. Preference will be given to deeper levels of affordability.

Proponents are encouraged to leverage other funding dedicated to the creation of affordable housing.

The following projects are not eligible:

- Secondary suites in owner-occupied housing
- Nursing and retirement homes
- Owner-occupied housing
- Space currently occupied as residential rental
- Student residences

Funding is provided as a forgivable capital loan paid during construction or at building purchase. First payment will be after the Contribution Agreement is fully executed and

registered on title, and copy of first building permit is provided and actual construction has started or the building has been purchased. Final payment will be at the end of the lien period for construction projects. Actual payment milestones and amounts will be determined by the County and Proponent based on type of development and cash flow needs. There is no ongoing or operating funding.

In order to create as many affordable housing units as possible, the County may give priority to proposals that require less funding per unit. The funding maybe split and given to more than one proponent.

Proponents may secure a mortgage with any Qualified Lender and may secure mortgage insurance with any qualified mortgage insurance provider. However, proponents must be aware that first mortgages for projects and first mortgage guarantees will not be provided by the County.

Projects must be completed within two years of the date of the Contribution Agreement.

The County will require detailed and comprehensive financial information that demonstrates the project will be financially viable from a construction cost and ongoing operating context. The proponent must also show that the costs per unit are accurate and reasonable. The County, at its discretion, may require an independent analysis to confirm project financial viability prior to their approval of the project for funding.

### **1.3 Assumptions**

The following assumptions apply to this Request for Proposal (RFP) and must be taken into account by all proponents in preparing their responses:

- This RFP is limited to the creation of new affordable and rent-geared-to-income housing units through new construction, and conversion from non-residential buildings to residential, within the County and/or the Town of Smiths Falls. Preference will be given to rent-geared-to-income units and/or projects that house people from the by name list or experiencing homelessness.
- Funding is provided for capital costs associated with the development of affordable housing and rent-geared-to-income housing and does not provide for any ongoing or operating funding, including costs associated with the provision of support services.
- Proponents will be required to sign a Contribution Agreement with the County which sets out the term and conditions for the funding and will be registered on title of the project, behind the primary mortgage, for a minimum of thirty (30) years. Annual reporting to the County will be required for the entire 30 year term.
- Affordable housing tenants must meet the County's criteria for income and maximum assets. Rent-geared-to-income units must house individuals

directly from the County’s community housing centralized waitlist and rent is to be calculated as prescribed by the County, typically at 30% of a household’s income.

- During the Term of the Contribution Agreement, the County may perform operational reviews to confirm continued financial stability and adherence to the operating guidelines as set in this RFP and the Contribution Agreement.
- All developments must meet the current requirements set out in the Ontario Building Code and the Canadian Environmental Assessment Act (CEAA) if applicable.
- In accordance with the Energy Consumer Protection Act, 2010 s. 33(2) and O. Reg. 389/10 s. 39 (1) suite metering is mandatory in all new rental units in a residential complex as of January 1, 2011; however, the decision to bill tenants directly is at the discretion of each housing provider.

### 1.4 Unit Size and Bedroom Count

The units must be similar in size to other units in the community. The provincial size requirements shown in the following chart will be used as the minimum and maximum unit size.

Unit Type	Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Apartment - minimum	15.3 m2	30.6 m2	38.3 m2	46.6 m2	54.9 m2
Apartment - maximum	41.8 m2	60.4 m2	79.0 m2	92.9 m2	111.5 m2
Town/Row House - minimum	n/a	30.6 m2	38.3 m2	46.6 m2	54.9 m2
Town/Row House - maximum	n/a	65.0 m2	83.6 m2	102.2 m2	120.8 m2

The majority of households on the Centralized Waiting List require a one-bedroom unit followed by households in need of a two bedroom unit. Preference will be given to proposals with the majority of funded units as one-bedroom and/or bachelor units.

### 1.5 Affordability Criteria and Rents

Approved projects must remain affordable or geared-to-income for a minimum period of 30 years. Affordability is defined as having rents that are at or below CMHC’s Average Market Rent (AMR) or rent-geared-to-income as per provincial/County calculation at the time of occupancy (typically 30% of a household’s income).

Projects may include both market rent units, affordable units, and rent-geared-to-income units, but only units with rents that meet the affordability/RGI criteria will receive the funding.

Rent increases after initial occupancy for affordable units shall be made in accordance with Rent Increase Guidelines and other rules established in the *Residential Tenancies Act* (RTA). Technically new rental buildings (built after 1991) are exempt from RTA rent increase guidelines, but the Administration Agreement for the program states that rent increases must follow the RTA rent increase guidelines, and must still remain at or below average market rent which for the purposes of this RFP is \$982/month for all units.

## 1.6 Eligible Client Groups

Households must be on, or eligible to be on community housing waitlists.

The County has a demand for accessible adult units, and smaller units (i.e. one and two bedrooms).

To be eligible for affordable housing, households must meet the following criteria:

- At least one member of the household must be 16 years of age or older and able to live independently.
- Each member of the household must be a Canadian citizen **or** has made an application for status as a permanent resident under the *Immigration and Refugee Protection Act* (Canada) **or** has made a claim for refugee protection under the *Immigration and Refugee Protection Act* (Canada) **and** no removal order has become enforceable against any member of the household.
- No member of the household may owe money to any community housing provider in Ontario. For any amounts owing, the member must pay the amount owed, or make a payment agreement with the provider to pay the outstanding arrears. A unit will only be offered when arrears are paid in full.
- No member of the household has been convicted of misrepresenting their income for the purpose of receiving rent-geared-to-income assistance in the past two years.
- The County will establish maximum income and asset levels for funded Rental Housing units at the time of initial tenancy.

To be eligible for rent-geared-to-income housing:

- Applicants must meet the above noted criteria of affordable housing, in addition household income and assets must be within the allowable limit and households must have a source of income.
- These households must be approved for, and selected from, the County's community housing waitlist as per County direction.

## 1.7 Tenant Selection

1. Proponents may maintain their own waiting list for affordable units and will be required to verify household income to ensure units are offered only to households with total gross household income below the Household Income Limits (HILS), as set by the Province. Households must also meet local occupancy standards. The County will retain the right to audit this function for the duration of the agreement period.
2. For RGI units, selection of tenant will come directly from the County's centralized wait list.
3. If proponent is prioritizing homelessness, selection will come directly from the by name list.

## 1.8 County Incentives

### Development Charges

Non-profit housing providers are exempt from Development Charges in the County's By-Law. For-profit proponents will be provided a grant in lieu of development charges for each affordable or RGI unit constructed.

### Property Taxes

Grant in lieu of the County portion of property taxes for the funded units will be provided for the length of the affordability period.

## **B. MATERIAL DISCLOSURES**

1. **No material disclosures exist for this RFP.**

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

## **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

## E. PRE-CONDITIONS OF AWARD

### 1. Confirmation of Workplace Safety and Insurance Board Coverage

The selected proponent must provide confirmation of Workplace Safety and Insurance Board (“WSIB”) coverage prior to the award of the contract. Failure to provide confirmation will result in the disqualification of the proponent from the RFP process.

### 2. Confirmation of Commercial Liability Insurance

The selected proponent must provide confirmation of commercial liability insurance in amount of no less than two million dollars (\$2,000,000) per occurrence prior to the award of the contract. Failure to provide confirmation will result in the disqualification of the proponent from the RFP process.

## F. RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Organization Profile	20 points	N/A
ii. Relevant Experience	20 points	N/A
iii. Proposed Project Concept	30 points	N/A
iv. Development Team	10 points	N/A
v. Financing and Operating Plan	20 points	N/A
<b>Total Points</b>	<b>100 points</b>	N/A

### i. Organization Profile (20 points)

Proponents are to provide information on their company such as, but not limited to, the following:

- a) Provide a general organization profile including the ownership and affiliations of the of the organization, and number of years the organization has been in existence.
- b) Address, and contact information for the proposing organization;
- c) Size of organization, number for employees both locally and other.
- d) Briefly describe mission and core services of the organization.
- e) Capacity of the proponent to complete the project.

### ii. Relevant Experience (20 points)

Please provide examples of relevant experience with affordable, rent-geared-to-income or related rental housing experiences.

The County reserves the right to contact references, which may affect a Proponent's evaluation score.

**iii. Proposed Project Concept (30 points)**

Please provide a description of the proposed location, design of the build/renovation, energy efficiencies, accessibility features, number of units, proposed property management arrangement, tenure arrangements (rental, etc.) and illustrations of a site plan and building elevation (detailed architectural drawings are not necessary).

In your proposal, please indicate the amenities which will be within a short walking distance of the proposed development.

In this part of the proposal please also submit a project schedule. Please describe the proposed development schedule and months involved in each step to achieve occupancy.

**iv. Development Team (10 points)**

Proponents must demonstrate experience/expertise in the following areas: project development, residential construction, project management, and rental housing management.

Please list the company/organization's development team members and indicate their areas of expertise.

**v. Financing and Operating Plan (20 points)**

Please provide a financial plan related to the affordable units specifically including the amount of grant requested per unit, estimated operating costs forecasted and income generated recognizing the 30 year affordability commitment (does not need to identify exact costs or income but should outline a reasonable approach to finance the project including available financial contributions from parties).

In the financial plan please provide sufficient information so that it can be determined that the plan is sound, realistic and sustainable. Program payments are made throughout construction and there is a minimum of ten percent (10%) holdback until after the lien period. Proponents must demonstrate that they can finance the construction costs.

There is no ongoing funding so the financial plan must provide an operating budget that can be maintained for a minimum of thirty (30) years with rents at the affordable or rent-g geared-to-income level as set out in the RFP. Although maintenance costs may be minimal in the first few years, it is important that the budget includes contributions to a capital reserve fund for future use.