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CITY OF KINGSTON

REQUEST FOR PROPOSAL

General Call for Affordable Housing Projects

RFP No. F31-CDS-CFS-2009-01

Please submit original and four (4) complete copies of each proposal, in a sealed envelope quoting above proposal number and closing date; and forward **before 3:00:00 p.m. local time, April 1, 2009 to:**

City Clerk
The Corporation of the City of Kingston
First Floor, South Wing, City Hall
216 Ontario Street
KINGSTON, Ontario
K7L 2Z3

Proposals must be received before the above mentioned time and date, and in accordance with the attached RFP Forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contact: Mary McIntyre, Housing Programs Administrator
Community and Family Services, City of Kingston
362 Montreal Street
Kingston, Ontario K7K 3H5
Fax: (613) 546-2623
Email: mmcintyre@cityofkingston.ca

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Failure to provide indicated information will disqualify a proponent from further participation in this RFP

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A. SUBMISSION OF PROPOSALS

1. INTRODUCTION

The Corporation of the City of Kingston as Consolidated Municipal Service Manager (CMSM) for the City of Kingston and County of Frontenac has received a one-time capital grant under the Canada-Ontario Affordable Housing Program, Delivering Opportunities for Ontario Renters (DOOR) component. The Corporation of the City of Kingston is seeking interested parties willing to develop affordable housing projects in the City of Kingston and County of Frontenac.

The program guidelines and requirements for responses to this Request for Proposal (RFP) are described in this document.

2. TERM OF THE PROJECT

It is intended that any housing units developed with funding under the DOOR program will remain affordable, as defined within this RFP, for a minimum period of thirty (30) years plus a five (5) year phase out period.

3. RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion.

February 6, 2009	Release of RFP
February 26, 2009	*Mandatory Information Session 362 Montreal St., Kingston, ON – Room A @ 1:30 p.m.
March 6, 2009	Deadline For Submitting Questions @ 4:00 p.m.
March 13, 2009	Deadline For Responding To Questions @ 4:00 p.m.
April 1, 2009	RFP Closes – Submission Deadline @ 3:00 p.m.
May 2009	Notification And Administration Of Contracts

***Proponents are asked to confirm their attendance for the Mandatory Information Session via email to Lorraine Mustard at lmustard@cityofkingston.ca**

4. PROJECT AUTHORITY AND INVOLVEMENT

The selection of any successful proposal will be by the Corporation of the City of Kingston upon review and recommendation made to it by the Evaluation Committee. Final approval rests with City Council. Council shall only be bound after formally entering into a contract to the satisfaction of the legal services division.

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5. PROJECT STAKEHOLDERS

There are no other stakeholders involved in this project outside the Corporation of the City of Kingston.

6. INQUIRIES

Any clarification of this document or request for additional information must be received by 4:00 p.m. on March 6, 2009 in writing by fax or email to:

Mary McIntyre,
Housing Programs Administrator,
Community and Family Services,
City of Kingston
Fax: (613) 546-2623
Email: mmcintyre@cityofkingston.ca

If necessary a written addenda will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should a proponent be in doubt as to their meaning, they must notify the City of Kingston staff contact indicated in this section in order to obtain clarification. No proponent may claim any advantage from any error, inconsistency or omission in the RFP.

7. PROPOSAL CONTENT

Proponents must provide the following information and documentation in their submissions. If all of the requested information and documentation is not provided, the proponent's submission will not be considered.

SECTION D: IRREVOCABLE OFFER – signed and company seal affixed (if applicable)

ATTACHMENT A – Parts 1 – 5 -proponent and proposal information - completed and signed

ATTACHMENT B – Form of Offer – completed and signed

ATTACHMENT C – Tax Compliance Form – completed and signed

ATTACHMENT D – Reference Form – completed and signed

The following information details the proponent and proposal forms in **ATTACHMENT A**.

Part 1: Proponent Profile:

- Proponents and/or their development partners must demonstrate experience/expertise in the areas of housing project development, residential construction, project management, and rental housing management.
- Proponents are required to indicate members of the development team and their area of expertise.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Part 2: Project/Development Information:

- Proponents must provide information regarding the location, size and type of development, land source and current use.
- Development schedule must demonstrate the ability to complete development activities and obtain an occupancy permit in a reasonable timeframe.
- Funding is available up to \$130,000 per unit for approximately forty (40) units. Preference may be given to proponents requesting less funding per unit in order to increase the number of units developed.
- Total project financing must include all sources of funding to be received to meet the total project cost. This is meant to be a summary of the more detailed financial information provided under Part 5 – Financial Plan.

Part 3 – Required Elements - Proponents **must** be prepared to meet all the requirements set out in this section.

- Affordability and Phase-Out Period - All housing units developed with DOOR funding must select tenants and maintain rents in accordance with the requirements set in this RFP for the duration of the Affordability Period which is a minimum of thirty (30) years. During the five (5) year Phase-Out Period current tenants would continue to have rents set based on income and vacant units could be rented at market levels.
- Centralized Waiting List (CWL) and Occupancy Standards – Proponents will be required to select tenants from the CWL. Not-for-profit proponents whose mandate will be to house a specific target group may maintain their own waiting list but all applicants must be deemed eligible by the Social Housing Registry. Occupancy standards must be met at initial occupancy.
- Household Income Limits (HILS) – The same limits as used in the Social Housing Program will be used by the Registry when determining eligibility.
- Rent Requirements - Rents must be set, at initial occupancy and annually, at 30% of total gross household income or maximum shelter allowance for Ontario Works and Ontario Disability Program recipients. Total household income will be determined using Revenue Canada's Notice of Assessment.
- Units must be modest in size with a majority of units being one and two bedroom units.
- Leadership in Energy and Environmental Design (LEED) Standards - Developments must meet a minimum of Silver level of certification under the LEED Green Building Rating System. Added weighting will be given to proponents who attain Gold or Platinum level.
- Visitability Design Features – Developments must be designed to include visitability features which allow individuals with mobility challenges to move from the sidewalk into the main floor of the building.

Part 4 – Added Weight (Preference) - Proponents will receive additional weight (preference) for each of the components under this section which their proposal meets.

- Preference will be given to proposals which can begin development activities soon after the administration of contracts and contribution agreements.

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- Development Size – Preference will be given to proposals which include twenty (20) or less DOOR funded units and additional market rent units.
- Utilities - Although inclusive rents may be preferred by tenants, it is recognized that individual meters which tenants can monitor and must pay for tend to encourage energy conservation.
- Amenities - Acknowledging that many households will not have their own transportation, it is important to provide as many amenities as possible within or close to the development.
- Crime Prevention through Environmental Design (CPTED) uses design features to reduce the possibility and incidence of crime. Preference will be given to proponents who can demonstrate their incorporation of design features intended to discourage crime.
- Target Tenant Population - Added weight will be given to proponents who intend to house a specific target group and who can provide the support services necessary to assist these individuals.
- Brownfield - Although there is no additional funding for brownfield remediation, preference will be given to projects developed on a brownfield site which is already remediated.
- Proposals are encouraged from all proponents, however, preference may be given to a not-for-profit, municipal, or public organization.
- Modified units are necessary for some households with mobility challenges and therefore added weight will be given to proposals which include one or more fully modified units.
- Proposals for development in the County of Frontenac are encouraged and will receive additional weighting for location and water system.

Part 5 – Financial Plan - Proponents are required to provide pro-forma financial statements which include a capital cost budget, a 35 year operating budget which details all revenues and expenses including a capital reserve allocation. All assumptions dealing with revenue and expense increases should be identified.

8. EVALUATION OF PROPOSAL

Submissions will be initially reviewed, to ensure all eligibility requirements are met, by staff in the Housing Programs office of the City of Kingston Community and Family Services Department. Complete and eligible proposals will be evaluated and scored by the Evaluation Committee which will be comprised of representatives from the City of Kingston Affordable Housing Development Committee, Legal Services, Housing Programs, Financial Services, Planning Department and County of Frontenac. Successful proposal(s) will be forwarded to City Council for final approval.

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The following scoring system will be used by the Evaluation Committee.

ATTACHMENT A:

- | | |
|---|-----|
| a. Part 1 – Proponent Profile | 5% |
| b. Part 2 – Project (Development) Information | 10% |
| c. Part 3 – Required Elements | 15% |
| d. Part 4 – Added Weight (Preference) | 35% |
| e. Part 5 – Financial Plan | 35% |

9. SUBMISSION OF PROPOSAL

Please submit your proposal in a sealed envelope, clearly labeled RFP No. F31 DS-CFS-2009-01, signed by an authorized signatory, to:

City Clerk
The Corporation of the City of Kingston
First Floor, South Wing, City Hall
216 Ontario Street
KINGSTON, Ontario
K7L 2Z3

Proposals **MUST** be received at this location NOT LATER THAN **3:00:00 P.M. LOCAL TIME**, on **April 1, 2009**.

Proposals received after the above due date and time will not be considered. Proponents are solely responsible for the method and timing of delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejection of the proposal. No proposal documents may be withdrawn after closing. Prior to closing, proposal documents may be withdrawn only upon written request signed by an authorized officer of the company.

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B. PROJECT TERMS OF REFERENCE

1. INTRODUCTION

In March 2007 the Ministry of Municipal Affairs and Housing announced a one-time capital grant to the City of Kingston as Consolidated Municipal Service Manager (CMSM) under the Delivering Opportunities to Ontario Renters (DOOR) component of the Canada-Ontario Affordable Housing Program. On February 9, 2008 City Council approved \$5.2 million for the creation and construction of “new social housing”.

This RFP is issued under the DOOR program and is based on an open, transparent, and fair competition to increase supply and facilitate affordable housing through new construction, the acquisition of existing rental stock, and/or conversion from non-residential buildings to residential. The competition is open to both the private and not-for-profit sectors in the City of Kingston and County of Frontenac. All DOOR funded units within a development must be permanent, self-contained, residential rental units.

Types of projects **not** eligible for funding under this RFP are:

- Residential premises used as a nursing home
- Retirement homes
- Shelters
- Crisis care facilities or any type of similar facilities
- Owner occupied units
- Congregate units

The City of Kingston will enter into a project-specific Agreement with the successful proponent(s) under the Municipal Capital Facilities By-Law 2003—61 to ensure project monitoring and compliance with the requirements of this RFP.

2. PROJECT COSTS

DOOR funding will be available for eligible affordable housing projects up to a maximum of \$130,000 per unit. In an effort to develop an increased number of units, preference may be given to proponents that request less than \$130,000 per unit. Given the significant funding per unit, there will be no further funding provided to offset development costs or ongoing operating costs including costs associated with support services.

Total funding will be paid to the proponent during construction. Cash flow process will be determined by the Service Manager and proponent based on type of development and cash flow needs. Funds may be paid after confirmation of project milestones such as land acquisition and ownership, appropriate zoning, Municipal planning approvals, construction insurance, obtaining a building permit, certification of substantial completion, etc. or funds may be paid in response to invoicing as they become due. No payments will be made under the DOOR program until the proponent has signed the Agreement and the security documents have been registered on title.

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Proponents may secure a mortgage with any Qualified Lender. However, proponents must be aware that first mortgages for projects and first mortgage guarantees will not be provided by the City of Kingston. All housing projects built under the DOOR funding will require approved mortgage insurance through the Canada Mortgage and Housing Corporation.

3 BACKGROUND INFORMATION

In April 2005, the Province signed the new Canada-Ontario Affordable Housing Program. In March 2007 the Ministry of Municipal Affairs and Housing announced a one-time capital grant to the City of Kingston as Consolidated Municipal Service Manager (CMSM) under the component, Delivering Opportunities to Ontario Renters (DOOR).

On February 9, 2008 City Council approved \$5.2 million of the DOOR funding for the creation and construction of “new social housing”. Further, Council directed staff to bring back an affordable housing proposal that would result in low and moderate income housing including a range of elements where appropriate.

The Affordable Housing Development Committee struck a sub-committee to work with City staff to develop a proposal for the creation and construction of “low and moderate income housing” and not “social housing”. While the term social housing is sometimes used in a more generic sense in the Council resolution, social housing actually refers specifically to rent-g geared-to-income housing that falls under the requirements of the Social Housing Reform Act, 2000 (SHRA). The units built under the DOOR funding will be addressing the needs of a similar income demographic but will not be “social housing” and will not be subject to the SHRA. Rents will be based on household income as determined annually in Revenue Canada’s Notice of Assessment.

In order to ensure that units are available for low income households, units must be rented to households on the Centralized Waiting List (CWL). The only exemption will be not-for-profit proponents whose mandate will be to house a target tenant population and in this case, the proponent may maintain their own waiting list of applicants who have been deemed eligible by the Social Housing Registry.

It is recognized that from the perspective of low income households; rents inclusive of utilities are preferable but it is also recognized from the perspective of the potential developer and property manager that rising costs and the inability to control use/misuse of utilities can make a project financially unstable. Therefore added weighting will be given to projects that provide individual utility meters which can be converted to “smart meters” as soon as they are available. This will allow households to control their utility expenses and contribute toward a more “greener” and efficient project.

The DOOR funding is to be used for capital development only and not for annual project operational costs. In an effort to minimize annual operating costs below the rental revenue, a more significant investment in the capital funding per unit is provided to reduce and/or eliminate

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the need for a mortgage. Previous Affordable Housing Developments received up to \$70,000 Provincial/Federal funding per unit and had to maintain rents at 20% below the CMHC average market rent. The City of Kingston provided a grant up to \$6,000 to offset development cost. DOOR funding will be provided up to \$130,000 per unit however, there will not be any additional grant to offset development costs.

Given the substantial per unit funding and to ensure that projects developed with DOOR funding remain affordable for a long time, proponents will be required to adhere to the program rules and rent levels for a minimum of thirty (30) years with an additional five (5) years for phase-out. During the phase-out current tenants would continue to pay rent based on their income and as units became vacant, proponents could rent them at market rent levels.

4. AVAILABLE CITY RESOURCES

The City of Kingston agrees to provide any available information pertinent to this Request for Proposal. The City of Kingston provides a new multi-residential property tax rate equal to the single family residential rate under the By-Law 2001-110 and By-Law 2002-237 for all new multi-residential developments.

5. OBJECTIVES

The objective of this RFP is to select proposals that will meet the requirements of this RFP and as a result will increase the supply of housing affordable to low income households in the City of Kingston and County of Frontenac.

6. ASSUMPTIONS

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

- This RFP is limited to the creation of new affordable housing units through new construction, the acquisition of existing rental stock, and conversion from non-residential buildings to residential, within the City of Kingston and County of Frontenac.
- Funding is provided for capital costs associated with the development of affordable housing and does not provide for any ongoing or operating funding, including costs associated with the provision of support services.
- Proponents must be aware of the construction insurance requirements as detailed in Attachment F and must ensure their contractors and professionals are aware of these requirements.
- During the affordability and phase-out period (35 years), the City of Kingston as CMSM may perform an operational review to confirm continued financial stability and adherence

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to the operating guidelines as set in this RFP and Agreement, as well as, adherence to the City of Kingston Property Standards By-Laws and other relevant By-Laws and Statutes.

- The DOOR funding shall have a term of thirty-five (35) years commencing on the date of Initial Occupancy and shall be registered on title for the full term.

7. RESOURCE REQUIREMENTS

Proponents must detail any resources they will provide and require as part of the Proposal. This includes all resources; third party consultants or sub-contractors including City of Kingston resource requirements that are assumed to be outside those requirements defined in the document.

8. MILESTONES AND RESULTS

The successful proponent(s) will be expected to begin development activities immediately following administration of contracts and to work closely with the City of Kingston's Housing Programs Administrator and other City of Kingston staff where appropriate. Proponents shall ensure that a primary and alternate contact is clearly identified as the single point of contact for the City. Time is of the essence in the completion of the project work.

9. INTERIM AND FINAL REPORTING

The City of Kingston will inspect the project development activities, which are normally undertaken for the development, construction, repair, renovation or conversion of buildings for residential purposes and enter upon land and into buildings at any reasonable time without a warrant for the purpose of inspecting the building or site under the Building Code in respect of which a permit is issued or an application for a permit is made.

Upon successful completion and occupancy of the development, proponents will be required to provide a capital cost audit to confirm appropriate use of all DOOR funding.

Detailed project monitoring and reporting will be specified for the successful proponent(s) in a project specific Agreement with the City of Kingston.

10. FORMAL CONTRACTS

The successful proponent(s) will be required to enter into a project specific Agreement with the City of Kingston under the Municipal Housing Facilities By-Law #2003-61 and satisfactory to the Legal Services Division of the City of Kingston. The City of Kingston will register the Agreement on title as security as a demand mortgage which gives the City of Kingston the right to have the loan repaid in the event of a breach of the agreement.

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C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this Request for Proposal (RFP) and are deemed incorporated into every contract resulting from this RFP:

- 1. Improper Delivery.** Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.
- 2. Signing Requirements.** Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer Section D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.
- 3. Applicable Law.** This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:
 - the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
 - *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable Health And Safety Legislation and that they have control over the workplace and is fully responsible for the Health And Safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent
 - the *Fairness is a Two-Way Street Act (Construction Labour Mobility)*, 1999, S.O. 1999, c. 4 and
 - *Ontarians with Disabilities Act*, 2001, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.

- 4. City not liable for RFP costs.** The City is not liable for any costs incurred by the submitter of a proposal in responding to this Request for Proposal.

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5. Required Warranties. Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal
- ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor
- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition
- iv. this proposal is in all respects fair and without collusion or fraud
- v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation
- vi. all materials and/or services proposed to be supplied to The City conform in all respects to the standards set forth by Federal and Provincial agencies
- vii. The submitter of the proposal is:
 - a. competent to perform the work described in this RFP [“the work”]
 - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose
 - c. shall supply everything necessary for the performance of the work
 - d. shall carry out the work in a diligent and efficient manner
 - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract
- viii. the submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. the submitter has and follows a Health And Safety plan for employees and representatives who will be present on the property of The City as part of any contract arising from this RFP
- x. the submitter confirms that the price proposed is an upset limit above which The City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern

6. No Obligation to Contract. Submissions made in response to this RFP do not constitute the acceptance of a contract with The City. Submissions constitute offers which The City

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may or may not accept on its sole discretion. The City further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The City also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of The City in the opinion of the City. The City reserves the right to include consideration of any outstanding claims against or by The City, any record of poor performance with The City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for The City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of The City and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by The City including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to The City's procurement processes where The City determines that the person making the offer is in any way indebted to The City and in its sole discretion is of the opinion that it is in The City's best interests that the offer be rejected.

7. **Contract Payments.** Unless otherwise specified, should The City enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of The City, or the date on which the invoice is received, whichever is later.
8. **Limitation of Liability.** Unless otherwise agreed, should The City enter into a contract relating to the Project, the other contracting party shall agree to hold The City harmless from any and all liability, claim, loss, expense, action or suit arising from the project?
9. **Dispute.** In cases of dispute as to whether or not deliverables meet the requirements of The City, the decision of such agent as The City may appoint will be final and binding.
10. **No Assignment.** Unless otherwise agreed, should The City enter into a contract relating to the Project, the other contracting party shall not, without the written consent of The City, assign or subcontract any aspect of the Project or the deliverables.
11. **Fit for Use.** All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.
12. **No Implied Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

13. **Governing Law.** All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.
14. **Force Majeur.** Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
15. **Deemed Satisfaction as to Submission.** The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by The City based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.
16. **Default under Project.** In case of a default of performance of the Project, The City reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.
17. **Title and IP Right to the Work.** Title and intellectual property interest [“IP”] to the work described in this RFP “the work” and any part thereof vests in The City upon delivery and acceptance thereof by or on behalf of The City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by The City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless The City and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.
18. **Insurance.** Any selected proponent shall be required to take out sufficient Commercial General Liability Insurance, structured on a “per occurrence” basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00), to cover all risks. WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required depending on the nature of proposals submitted. Policies shall be in a form satisfactory to The City and shall be kept in full force during the

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

complete period with proof of which provided to The City on demand. The City shall be named as an additional Insured on the policy, and any successful proponent shall provide evidence of all insurance coverage required by completing the Insurance Certificate provided by The City before The City shall enter into a contract in relation to this RFP. Any successful proponent shall provide proof of WSIB coverage before The City shall enter into a contract in relation to this RFP.

- 19. Enforcement.** Any successful proponent will have to enter into a legally binding agreement with The City. Where any breach of the terms of that agreement should occur, The City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of The City including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of The City in any such legal process.
- 20. Opening Process.** The following processes shall be used when RFP submissions are opened:
- a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
 - b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.
- 21. Privacy and Freedom of Information.** All submissions and attached materials received in response to this RFP are deemed to be the property of The City as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to The City. Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, The City shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:
- the cover letter to the tender, quotation, or proposal;
 - the table of contents;
 - lists of figures, tables, and appendices; and
 - any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The City cannot ensure that any given portion of any materials received in response will not be ordered and released under MFIPPA.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

D. IRREVOCABLE OFFER

I hereby offer to provide the requirements under **RFP No. F31-CDS-CFS-2009-01** to The Corporation of The City of Kingston, according to the terms set out in this proposal as well as in the RFP including the requirement for and acceptance by a formal contract acceptable to The Corporation of The City of Kingston.

I also agree that this irrevocable offer shall be open to acceptance by The City for a period of one hundred and twenty (120) days from the closing date for the receipt of proposals.

WITNESS _____

OR

(Affix Company Seal if applicable)

SIGNED _____

NAME _____

TITLE _____

VENDOR NAME _____

ADDRESS _____

CITY/PROV. _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

ATTACHMENT A

Part 1 - PROPONENT PROFILE

Must be completed by proponent(s) and signed as required.

1. Proponent Contact Information

Legal Name of Proponent _____

Contact Name _____

Position _____

Phone () _____ – _____ ext. _____

Fax Number () _____ – _____

E-mail _____

2. Proponent Address

Number Street Unit

City Province Postal Code

3. Business Information

Activities/Services: _____

List of Board Members: _____

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

List of Subsidiary Corporations: _____

Board Members of Subsidiary Corporations: _____

4. Housing Experience

Current and/or previous residential construction/management experience with list of projects developed/experiences that will assist in development (type of project, size [# of units], location).

Project # 1 (details are required)
Project #2
Project #3

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

5. Development Team Information

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.

Team Member	Organization	Area of Expertise

Attach Resume or Include Profile

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Part 2 - PROJECT (DEVELOPMENT) INFORMATION

1. Project Location

Proposals for development within the City of Kingston and in the County of Frontenac are invited.

Please indicate the location of the proposed development:

☐ County of Frontenac

☐ City of Kingston

Project Address

Number	Street	Unit
City	Province	Postal Code

2. Size of Development

Total Number of DOOR funded Units _____

Total Number of Market Rent Units _____

Total Number of Units in Project _____

3. Type of Development

Number of units

New Construction _____

Conversion (from non-residential) _____

Addition/Expansion _____

Acquisition and rehab of existing rental stock _____

Unit Type (check) ☐ Apartments
☐ Row (townhouses)
☐ Other

4. Land Source

☐ Proponent's own land

☐ Government (please specify government level) _____

☐ Other i.e., charitable (please specify) _____

Land Ownership: Freehold* _____ Leasehold* _____ Option to own/lease _____

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

*Specify critical dates (e.g. closing, term of lease) _____

Property Identification Number (PIN) if available _____

Legal description (if available):

5. Current Site Use

- | | |
|---|---|
| ☐ Brownfield development | ☐ Infill development |
| ☐ Heritage site | ☐ Neighbourhood Revitalization Project |
| ☐ Mixed residential/commercial | ☐ Community Improvement Plan |
| ☐ Other (specify) _____ | |

6. Development Schedule

Site Acquisition	Date: _____	Anticipated ☐	Actual ☐
Municipal Planning Approvals	Date: _____	Anticipated ☐	Actual ☐
Environmental Approvals	Date: _____	Anticipated ☐	Actual ☐
Mortgage Financing	Date: _____	Anticipated ☐	Actual ☐
Building/Demolition Permit	Date: _____	Anticipated ☐	Actual ☐
Construction Start	Date: _____	Anticipated ☐	Actual ☐
First Occupancy	Date: _____	Anticipated ☐	Actual ☐

Any other details pertaining to project development activities:

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

7. Funding Allocation Per Unit

Maximum funding available is \$130,000 per unit. To increase the number of units, preference may be given to proponents who request less than \$130,000 per unit. Please note that proponents will not be eligible to receive an additional municipal grant to offset development costs.

Please indicate the amount of capital grant you are requesting in your proposal.

Amount Requested Per Unit: _____

Number of DOOR funded Units: _____

Total Funding Amount Requested: _____

8. Total Project Financing

DOOR Funding \$ _____

Equity provided by proponent (please specify)
_____ \$ _____

Mortgage \$ _____

Other financing (please specify)
Grants _____ \$ _____

Repayable grants/loans _____ \$ _____

Other _____ \$ _____

Total project financing \$ _____

Total Project Cost, Including Land \$ _____

Total square footage (or m2) of building including amenity space and all units _____

Total cost per square foot (or per m2) _____

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Part 3 - REQUIRED ELEMENTS

1. Affordability and Phase-Out Period

Proponents must set rents based on income for a minimum period of thirty (30) years plus a five (5) year phase-out period. During the phase-out period current tenants will continue to have rents set in accordance with their income and any units which become vacant may be rented at market level as determined by the proponent.

Preference may be given to proponents who indicate a longer affordability period.

Affordability period will be _____ years.

Phase-out period will be _____ years.

2. Centralized Waiting List (CWL) and Occupancy Standards

Proponents will be required to select tenants from the Centralized Waiting List (CWL) in chronological order as administered by the Social Housing Registry. The only exemption from this requirement will be not-for-profit proponents whose mandate is to house a specific target group and in this case, proponents may maintain their own waiting list of applicants who have been deemed eligible by the Social Housing Registry and who meet their mandate.

All units must be rented, at initial occupancy, in accordance with occupancy standards. Once housed, a household remains eligible for their unit if there is a change to the household composition and they no longer meet occupancy standards.

☐ This confirms your agreement to select all tenants from the Centralized Waiting List as administered by the Social Housing Registry for a minimum of thirty (30) years.

☐ This confirms that you are a not-for-profit with a mandate to house a specific tenant target group and therefore you will maintain your own wait list and will ensure all applicants have been deemed eligible by the Social Housing Registry.

3. Household Income Limits (HILS)

Household income is the gross annual income of all household members combined. It does not include the employment income of a child or dependent that is under the age of 18 years and/or in attendance at school on a full-time basis.

Household Income Limits (HILS) is the maximum annual household income allowed at time of initial occupancy. Households with an annual combined income over the HILS at the time of application for a unit are not eligible. The Registry will review household income prior to occupancy to determine eligibility.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

A household remains eligible for the unit if the household income increases above HILS after initial occupancy. Household income must be reviewed on an annual basis to set rent and will be determined using the most recent Revenue Canada's Notice of Assessment for each household member.

Household income limits as set in the chart below may be increased from time to time.

Household income limits by unit size				
Bachelor unit	1-bedroom unit	2-bedroom unit	3-bedroom unit	4-bedroom unit or larger
\$21,000	\$26,500	\$32,000	\$35,000	\$41,000

4. Rent Requirements

Units in receipt of DOOR funding must have rents set at 30% of the total gross household income. Total household income must be reviewed annually and will be based on Revenue Canada's Notice of Assessment for each household member.

The rent chart below is a sample of income and associated rents inclusive of all utilities. Where rents will be exclusive of some or all utilities, a reasonable deduction to the rent below will be established by the Service Manager in consultation with the proponent.

Sample Rent Chart

Total Gross Household Income	Rent (inclusive)
\$21,000	\$525
\$25,000	\$625
\$26,500	\$663
\$30,000	\$750
\$32,000	\$800
\$35,000	\$875
\$41,000	\$1,025
\$45,000	\$1,125
\$50,000	\$1,250 (market rent)

Households in receipt of Ontario Works and/or Ontario Disability Support Program (ODSP) will be required to, also, provide a copy of their current drug card as Maximum Shelter Allowance is based on number of household members on the drug card.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Effective January 1, 2009, maximum shelter allowance is as follows:

<u>Number of household members</u>	<u>ODSP</u>	<u>Ontario Works</u>
1	\$454	\$356
2	\$714	\$560
3	\$775	\$607
4	\$842	\$660
5	\$907	\$711
6	\$941	\$738

☐ This confirms your commitment to set rents based on Household Income for a minimum 30 years plus 5 year phase out period.

5. 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	65.0m2	83.6m2	102.2m2	120.8m2

Type of Development:

☐ Apartment building ☐ Town/row house

Proponents are required to ensure the majority of DOOR funded units are one and two bedroom units.

Number of one (1) bedroom DOOR funded units _____ Size of Unit _____

Number of two (2) bedroom DOOR funded units _____ Size of Unit _____

Number of three (3) bedroom DOOR funded units _____ Size of Unit _____

Number of four (4+) bedroom DOOR funded units _____ Size of Unit _____

6. Leadership in Energy and Environmental Design (LEED) Standards

The current City of Kingston Municipal Green Building Policy requires all municipally-owned building projects over 10,000 square feet to obtain a Silver level of certification under the Leadership in Energy and Environmental Design (LEED) system. It requires all municipally-owned building projects less than 10,000 square feet and major retrofit projects to undertake an

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

assessment of LEED as a design goal. The policy also requires that specific levels of energy efficiency are met and that specific LEED points for commissioning and energy monitoring are acquired. Significant to the DOOR program, application of the policy to projects that are not municipally-owned but that do receive significant municipal funding is specifically recognized and permitted.

Depending on the size of a proposed DOOR project, LEED certification to a Silver level is required under either the LEED for New Construction (LEED-NC) system or the LEED for Homes (LEED-H) system. The LEED-NC system is presently administered by the Canada Green Building Council (CaGBC). The LEED-H system is available to Canadian projects but is administered through the U.S. Green Building Council (USGBC). The CaGBC expects to take responsibility for administration of Canadian LEED-H projects in the spring of 2009. Canadian LEED-H projects can register with either the USGBC or CaGBC depending on the timing of their individual projects. www.cagbc.org www.usgbc.org

At the time of writing the U.S. Green Building Council (USGBC) waived the application and registration fees for affordable housing projects intending to gain certification under the LEED-H system. Also, at the time of writing, affordable housing projects intending to certify under the LEED-H system are eligible to apply to the Home Depot Foundation for grant funding to offset some capital construction costs. www.homedepotfoundation.org

All proposals under this RFP must commit to certification level of “Silver”. Proponents that commit to the higher level of “Gold” or “Platinum” certification under the LEED standard will be given added weighting. Confirmation that the project has received this certification will be required and failure to meet the commitment will be considered a default mechanism in the Agreement to be signed between the proponent and the City of Kingston.

Please confirm your commitment to achieve the indicated level of certification under the LEED standards.

- ☐ Silver (mandatory)
- ☐ Gold
- ☐ Platinum

Please indicate the system of LEED certification that your proposed project would utilize:

- ☐ LEED for Homes (LEED-H)
- ☐ LEED for New Construction (LEED-NC)
- ☐ Other

If a proponent determines that it is not financially viable to attain LEED certification, as per the requirements of this RFP, a comprehensive analysis of costs associated with LEED certification and utility costs is required.

- ☐ Proposal cannot meet LEED certification due to financial constraints
- ☐ Detailed costing information attached

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

7. Visitability Design Features

Visitability Design Features ensure that a development provides barrier-free access from the municipal sidewalk and facility parking area to the main entrance of the building and throughout the main floor of the facility including lobbies, hallways and common areas. The main floor of a building needs to be designed and constructed without requiring lifts or elevators. Although the remaining parts of the building would then only be required to conform to Ontario Building Code standards preference may be given to proponents that include wider doorways to all units and accessible bathrooms in the units. Additional information is available in the Canadian Standards Association (CSA) publication “Accessible Design for the Built Environment”. (B651-04) and the website www.visitablehousingcanada.com

Please check to confirm those which will be used in your development.

☐ **Accessible Approach:** A stable, firm path of travel into the building from the street may include a curb cut, an Ontario Building Code compliant ramp, and pedestrian pathways from the street and parking areas that are free of barriers (including snow and ice)

☐ **Zero Step Entrance and Access to all Public/Common Spaces (ie laundry room, washrooms):** An entrance that is level to the approach surface to provide a seamless transition over the threshold from approach to entrance and no step access to all units, and public/common spaces

☐ **Wider Doorways:** A minimum of 35 inch (900 mm) for each clear door opening to all public areas, i.e. common room, laundry room, bathrooms, etc.

In addition, number of DOOR funded units with wider doorways _____

☐ **Accessible Bathroom:** A 30-inch by 48-inch rectangle of open space is required in addition to the space provided by the door swing in all public bathrooms.

In addition, number of DOOR funded units with accessible bathrooms _____

☐ **Design has been reviewed and approved by the City of Kingston Accessibility Co-ordinator (Barry Kaplan, bkaplan@cityofkingston.ca) to confirm they include Visitability Design Features.**

☐ **Design will be reviewed and approved by the City of Kingston Accessibility Co-ordinator (Barry Kaplan, bkaplan@cityofkingston.ca) to confirm they include Visitability Design Features.**

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Part 4 - ADDED WEIGHT (PREFERENCE)

1. Planning Requirements

Preference will be given to proposals that are “ready to go” with appropriately zoned land, architectural drawings, completed site plan application, etc.

Please indicate if this applies to your project:

☐ In process of purchasing land

Closing Date: _____

☐ Land is owned by proponent

☐ Proposed use complies with official plan designation (as found on the City of Kingston website)

☐ Land is zoned to permit the proposed use

What is the current zoning of the property? _____

☐ Have met with planning department to discuss zoning and site plan

☐ Have submitted site plan application

☐ Have architectural drawings

Comments: _____

2. Development Size

Preference will be given to proposals which include twenty (20) or less DOOR funded units. In order to take advantage of the economies of scale associated with larger developments and to encourage mixed income housing, there will be additional weighting if the proposal includes market rent units.

Number of DOOR funded Units: _____

Number of Market Rent Units: _____

Total number of Units in development: _____

3. Utilities

Preference will be given to developments that provide individual utility meters which can be converted to smart meters as soon as they are available and which will allow households to control their utility expenses and contribute toward a more “greener” and more efficient project.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Second preference will be given to units with rents inclusive of utilities.

Please indicate which applies to your proposal:

- ☐ Individual utility meters
- ☐ Rent exclusive of all utilities.
- ☐ Rent inclusive of all utilities
- ☐ Rent inclusive of some utilities

List utilities included in rent: _____

List utilities not included in rent: _____

4. Amenities

Preference will be given to developments that include building amenities and/or are built near community amenities.

Please indicate the amenities which will be part of your development:

- ☐ Common Room ☐ Laundry Facilities ☐ Playground/play area
- ☐ Parking
- ☐ Included with rent ☐ Additional Charge _____ (amount)
- ☐ Other: _____

Please indicate the amenities which will be within a short walking distance (500 meters) of your development.

- ☐ Grocery Store ☐ Pharmacy ☐ Convenience Store ☐ Parks
- ☐ Medical Services ☐ Schools ☐ Churches
- ☐ Community center ☐ Laundromat ☐ Public transportation
- ☐ Other: _____

5. Crime Prevention through Environmental Design (CPTED)

CPTED is a pro-active crime prevention strategy that incorporates proper design and effective use of the built environment to reduce the incidence and fear of crime and improve the quality of life. Emphasis is placed on the physical environment, productive use of space, and behavior of people to create environments that are absent of environmental cues that cause opportunities for crime to occur. www.cptedontario.ca

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Preference will be given to proponents that incorporate CPTED in their proposal.

Please indicate the designs to be used in your development.

☐ Natural Surveillance - Is the placement of physical features and/or activities, and people that maximizes natural visibility or observation

☐ Natural Access Control - Deters access to a target and creates a perception of risk to the offender

☐ Territorial Reinforcement - Defines clear borders of controlled space from public to semi-private to private, so that users of an area develop a sense of proprietorship over it

☐ Maintenance - Allows for the continued use of a space for its intended purpose

☐ Other: _____

☐ Design has been reviewed and discussed with the City of Kingston planning department

☐ Design will be reviewed and discussed with the City of Kingston planning department

6. Target Tenant Population

It is recognized that many tenants' needs reach beyond the financial need for affordable housing to a range of social and health needs especially if the proponent intends to accommodate a specific target group.

Preference will be given to proponents that will provide housing for a specific target tenant population and demonstrate the availability and financing of supports through their own organization or through partnerships to meet the needs of the target group.

Targeted/Supportive Units

Number of Units

☐ Victims of domestic violence

☐ People with mental illness

☐ Aboriginal population

☐ Persons with physical disabilities

☐ Other - please specify _____

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Supportive Services (if applicable)

List the organization(s) that will be responsible for service provision (attach supporting documentation i.e. letter of commitment, etc.)

Nature of Services

Funding Source:

☐ Ministry of Community and Social Services

☐ Ministry of Health and Long Term Care

☐ Other (please specify): _____

7. Brownfield

Preference will be given to proposals which will be developed on a remediated Brownfield property. Due to time constraints the land must already be remediated and a Record of Site Condition provided.

Remediated Brownfield land ☐ Yes ☐ No ☐ N/A

Record of site condition (attached) ☐ Yes ☐ No

8. Proponent Type

Preference will be given to proposals where ownership remains under community control through a not-for-profit, municipal or public organization in order to maximize the housing return to the community over time.

☐ Private Sector

☐ Municipal non-profit

☐ Co-operative

☐ Private non-profit/charitable corporation

☐ Partnership

☐ Other _____

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

If this is a partnership, please indicate (Please attach copy of partnership agreement)

Partner Name (Company/Organization) _____

Type (i.e. private, etc) _____

9 Modified Units

Units may have a variety of modifications some of which are included in the requirements of visitability. For purposes of this section and in order to meet the needs of individuals who are wheelchair or scooter users, a modified unit must include additional design features tailored to meet the needs of wheelchair and scooter users as outlined in the Canadian Standard Association (CSA) publication “Accessible Design for the Built Environment”. Added weighting will be given to proposals which include modified unit(s).

Modified units included in proposal ☐ Yes ☐ No
Number of DOOR funded modified units _____
Number of modified market rent units _____

Please indicate the features to be included in the modified unit(s). Appropriate height means a height convenient to a wheelchair user as set by CSA.

- ☐ kitchen and bathroom counters at an appropriate height
- ☐ bathroom has minimum 30-inch by 48-inch rectangle of open space in addition to the space provided for the door swing
- ☐ toilet(s) at an appropriate height
- ☐ doorframes at a minimum width of 35 inches
- ☐ as-low-as-possible door thresholds
- ☐ wheel-in shower with grab bars
- ☐ light switches and or control devices located at 48” height
- ☐ even, non-glare lighting
- ☐ non-slip floors
- ☐ grab bars beside toilet

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

10.County of Frontenac Submissions only

Proposals for development in the County of Frontenac are encouraged. It is recognized that due to location, some County proposals will not be able to meet some of the added weighting elements. Therefore, in addition to the Required Elements and Added Weighting Elements, County proposals may be allocated additional weighting for the following components.

a) Location

Please indicate those which apply to your proposal:

- ☐ Within a hamlet or town Name: _____
- ☐ Along main transportation corridor Name: _____
- ☐ Near bus route to city Distance to bus route: _____
- ☐ Close to natural settings
Description: _____

b) Water System

Please indicate those which apply to your proposal:

- ☐ Established well
- ☐ Access to municipal water system
- ☐ Septic system
 - ☐ Completed ☐ To be included in development
- ☐ Holding Tank

Comments: _____

c. Additional comments:

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Part 5 - FINANCIAL PLAN

Proponents are required to provide pro-forma financial statements which include a capital cost budget, a 35 year operating budget which details all revenues and expenses including a capital reserve allocation. All assumptions dealing with revenue and expense increases should be identified.

Annual Revenue	Total \$
Unit rental revenue	
Non-rental revenue	
Other revenue - specify	
Less Vacancy Loss	
Annual Operating Costs	
Property tax	
Utilities	
Other (i.e. management fees)	
Mortgage (interest and principal)	
Capital Reserve Contribution	
Net cash flow	

CONSTRUCTION

Soft Costs:	
Architecture	
Engineering	
Insurance	
Other	
Taxes, Fees, and Permits	
Municipal development charges	
Building permit	
Planning approvals	
Other	
Hard Costs	
Base construction costs	
Furniture and Equipment	
Contingencies	
Other	
Taxes	
Total Construction Costs (total of all hard costs + taxes+ taxes on wages)	
Land	
Land lease	
Land acquisition	
Equity (specify)	

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Detailed project information provided in **Attachment A, Parts 1 - 5** have been authorized by the parties:

Dated at _____ this _____ day _____ of 20 _____

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number)

(Fax Number)

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number)

(Fax Number)

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

ATTACHMENT B

FORM OF OFFER

1. Proponent Information

(a) The full legal name of the proponent is:

(b) Any other relevant name under which the proponent carries on business is:

(c) The jurisdiction under which the proponent is governed is:

(d) The name, address, telephone, facsimile number, and e-mail address of the contact person for the proponent is:

(e) Whether the proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

2. Offer

The proponent has carefully examined the DOOR RFP No. F31-CDS-CFS-2009-01 and has a clear and comprehensive knowledge of the Deliverables required under the program. By submitting the proposal, the proponent agrees and consents to the terms, conditions and provisions of the program, including the Form of Offer, and agrees to provide the Deliverables in accordance with the DOOR RFP No. F31-CDS-CFS-2009-01 and the terms, conditions and provisions outlined in the proposal.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

3. Mandatory Forms

The proponent encloses herewith as part of the proposal, the mandatory forms set out below:

Mandatory Forms	Yes
Form of Offer (Attachment B)	
Tax Compliance Declaration Form (Attachment C)	
Reference Form (Attachment D)	

4. Funding Request

The proponent has submitted its Funding Request in accordance with the instructions in the RFP.

5. Conflict of Interest

Prior to completing this portion of the Form of Offer, proponents should refer to the definition of Conflict of Interest set out below.

“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 information in the preparation of its proposal that is confidential to the Crown and not available to other proponents;
 - (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a Crown contract, the Supplier’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 judgment; or
 - (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its contractual obligations;

If the box below is left blank, the proponent will be deemed to declare that:

- (1) there was no Conflict of Interest in preparing its proposal; and
- (2) 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

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

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:

The following individuals, as employees, advisors, or in any other capacity

(a) participated in the preparation of our proposal; **AND**

(b) were employees of the City of Kingston and have ceased that employment within twelve (12) months prior to the Proposal Submission Deadline:

Name of Individual:
Title (of last position with City of Kingston):
Department (where last employed with City of Kingston):
Last Date of Employment with City of Kingston:
Name of Last Supervisor with City of Kingston:
Brief Description of Individual's Job Functions (at last position with City of Kingston):
Brief Description of Nature of Individual's Participation in Preparation of Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide The City with additional information from each individual identified above in the form prescribed by The City.

6. 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 if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by The City to The City's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

7. Proof of Insurance

By signing the Form of Offer, the proponent agrees, if selected, to provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by The City.

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

8. Execution of Agreement

The proponent understands that in the event its proposal is selected by The City, in whole or in part, the proponent agrees to finalize and execute an Agreement in the form set out by The City in accordance with the terms of the program as set out in the DOOR RFP No. F31-CDS-CFS-2009-01.

Signature of Witness

Signature of proponent representative

Name of Witness

Name and Title

Date: _____

I have authority to bind the proponent

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

ATTACHMENT C

TAX COMPLIANCE DECLARATION

The Ontario Government expects all suppliers to pay their Provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Ontario Government will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing.

In order to be considered for a contract award, the proponent must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/WE hereby certify that _____ at the time of submitting its proposal,
(legal name of proponent)

is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Consent to Disclosure

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to the City of Kingston issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Finance.

Dated at _____ this _____ day _____ of 20 _____

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number)

(Fax Number)

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

ATTACHMENT D

REFERENCE FORM

Each proposal must include three references from clients who have obtained similar goods or services from the proponent and/or development partner (i.e. architect, project manager, construction company, etc.) in the last five years as those requested in this.

Please note that the proponent and development partner cannot provide his/her company (or subsidiary) as a reference for themselves or each other.

Reference # 1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Was the Project completed according to timelines and budgets? Yes ____ No ____ Comments:	

Reference # 2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Was the Project completed according to timelines and budgets? Yes ____ No ____ Comments:	

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

Reference # 3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	
Was the Project completed according to timelines and budgets? Yes ____ No ____ Comments:	

Dated at _____ this _____ day _____ of 20 _____

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number)

(Fax Number)

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

ATTACHMENT E

SUBMISSION CHECKLIST FOR PROPONENT(S)

Signed and Completed Proposal Forms

SECTION D

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ATTACHMENT A – Parts 1 – 5 – Proponent and Proposal Information

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ATTACHMENT B – Form of Offer

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ATTACHMENT C – Tax Compliance Declaration

☐

ATTACHMENT D – Reference Form

☐

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

ATTACHMENT F

CERTIFICATE OF CONSTRUCTION INSURANCE

A Certificate of Insurance as outlined below will be required by the successful proponent(s) prior to the release of any funding.

The following construction insurance coverage and limits should be included in the construction tender document:

1. Builder's risk insurance (property insurance) for the full replacement value of completed construction project, including negotiated sub-limit for earthquake and flood.

The Policy must include the following:

- (a) replacement cost value;
- (b) stated amount co-Insurance;
- (c) waiver of subrogation; and
- (d) loss payable in favour of (insert name of building owner or whoever has a financial interest).

Note: All deductibles and/or self-insured retentions are the responsibilities of the contractor.

2. Boiler & Machinery Insurance (including pressure objects, machinery objects and service supply objects) on Comprehensive basis.

The Policy must include the following:

- (a) repair and/or replacement value;
- (b) stated amount co-insurance;
- (c) waiver of subrogation; and
- (d) loss payable in favour of (Contractor and/or Owner).

3. Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit not less than \$5,000,000 per occurrence and \$5,000,000 products and completed operations aggregate. The insurance shall be in the joint names of the Municipality, Designated Consultants, Designated Contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Municipality reasonably may require to be added as insured parties.

The Policy must include the following:

- (a) premises and operations;
- (b) owner's and contractor's protective liability;
- (c) broad form products and completed operations liability;
- (d) cross liability;

Failure to provide indicated information will disqualify a proponent from further participation in this RFP

- (e) blanket written and oral contractual liability;
- (f) all risks tenant's legal liability;
- (g) hoist liability;
- (h) fire fighting and forest fire fighting expense liability;
- (i) employers liability and voluntary compensation;
- (j) non-owned automobile liability;
- (k) directors, officers, employees, shareholders, legislators, and officials involved in the project added as insureds and/or additional insureds;
- (l) shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading, and similar operations associated with the construction work, as applicable;
- (m) sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
- (o) 30 day written notice of cancellation.

Note: Wrap-Up Liability Insurance is Commercial or Comprehensive General Liability insurance written on a wrap-up basis in the names of the contractor and the sub-contractors, consultants etc. associated with the project. Wrap-Up programs are normally associated with large construction projects usually over \$5 million. However, a large contractor may obtain this coverage to cover all sub-contractors on a smaller project. Assuming there is some engineering/architect work involved, then Errors & Omission Insurance should be a requirement or the general contractor must ensure the engineers and architects have this coverage in place.

4. Professional Errors & Omissions Liability Insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this contract, in the amount not less than \$2,000,000 per claim and in the annual aggregate.

5. Automobile Insurance as per statutory requirements in Ontario and/or other jurisdictions, Ontario Automobile Policy (OAP 1) Owner's Policy Sections 3 and 4, auto liability for a limit not less than \$2,000,000 per occurrence, including Accident Benefits and where applicable Section 7, Loss or Damage Coverage.

6. Proof of WSIB Coverage - If the contractor does not provide a policy endorsement for Employer's Liability and Voluntary Compensation, the contractor shall submit a valid Clearance Certificate of WSIB coverage to the Corporation of The city of Kingsothn, prior to the commencement date of this contract/agreement. The contractor shall ensure that each subcontractor complies with the WSIB requirements set out in this article.

Note: WSIB Clearance Certificates are valid for 60 days. A new Clearance Certificate must be provided every 60 days or every time there is a new contract/agreement.

7. Proof of Insurance - The contractor shall provide The Corporation of The City of Kingston with a valid Certificate of Insurance and a renewal replacement as may be necessary, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable,

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contained by the policy(ies), prior to commencement of this contract/agreement and referencing this contract/agreement. The contractor shall ensure that each subcontractor complies with the insurance requirements set out in the contract/agreement by obtaining similar types of insurance and providing the contractor with valid Certificates of Insurance.

In cases of smaller scale projects, then the standard RMIS insurance wording for Commercial General Liability Insurance as set out below could be used in place of Wrap-Up Liability Insurance. However, all other coverages should remain in place. Commercial General Liability Insurance for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate.

The Policy is to include the following:

- (a) municipality as an additional insured;
- (b) contractual liability;
- (c) products and completed operations;
- (d) employers liability and voluntary compensation (See Note below);
- (e) 30 day written notice of cancellation;
- (f) tenants legal liability; and
- (g) non owned automobile coverage with blanket contractual.

Note: In contracts where WSIB coverage is requested but the proponent is not under or can opt out of WSIB, Employers Liability and Voluntary Compensation Coverage is acceptable. Otherwise, a valid Clearance Certificate should be obtained.

Note: The limit of coverage can be increased to \$5 million depending on the risk.”

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