



**Housing Services  
Services de logement**

A city where everyone has a place to call home • Une ville où tout le monde a un chez-soi

**Action Ottawa  
Affordable Housing Initiative**

**REQUEST FOR PROPOSALS 2015**  
*Supportive Housing*

**Submission Deadline:**  
**2:00pm on Friday, November 6<sup>th</sup>, 2015**

**Submissions must be delivered to:**

City of Ottawa  
Affordable Housing Unit  
Housing Services Branch  
Community & Social Services Dept.  
100 Constellation Drive, 8th Floor East  
Ottawa, Ontario K2G 6J8

September 11, 2015



## Table of Contents

1.0 Introduction .....	1
2.0 Project Description.....	1
2.1 Background.....	1
2.2 Objectives.....	2
2.3 Project Schedule .....	3
2.4 Action Ottawa Incentives and Project Budget.....	3
2.5 Support Service/Operating Incentives .....	4
2.6 Legal Agreements and Checklists.....	5
3.0 Submission of Proposal.....	5
3.1 Time of Submission .....	5
3.2 Submission Package .....	5
3.3 Place of Submission .....	6
3.4 Submission Content .....	6
3.5 Submission Validity .....	6
4.0 Evaluation .....	7
4.1 General Evaluation.....	7
4.2 Selection Methodology.....	7
5.0 Evaluation: Mandatory Eligibility Requirements .....	7
5.1 Proof of Incorporation .....	7
5.2 Written Confirmation of Partnerships .....	8
5.3 Affordable Rent Requirements .....	8
5.4 Pre-consultation with Planning and Growth Management.....	8
5.5 Letter from Financial Institution or Lender.....	8
5.6 Insurance Requirements .....	8
5.7 Good Standing with the City of Ottawa .....	9
5.8 Proponent Equity Requirement Based on Project Value.....	9
5.9 Maximum Unit Size and Minimum Unit Count.....	9
5.10 IAH (2014 Extension) Requirements.....	9
6.0 Evaluation Core Rated Criteria.....	10
6.1 Proponent and Development Team Competencies.....	10
6.2 Support Service Model.....	11

## Action Ottawa Request for Proposals 2015: Supportive Housing

---

6.3 Examples of Similar Projects .....	12
6.4 Design Concept .....	12
6.5 Project Viability .....	13
6.6 Organizational Structure and Property Management Plan .....	14
6.7 Proponent Equity Contribution.....	15
7.0 Evaluation Scoring.....	15
7.1 Core Evaluation Criteria:.....	15
8.0 Supplemental Information.....	15
8.1 Inquiries .....	15
8.2 Changes to the Project Design .....	16
8.3 Changes to the Proponent’s Team.....	16
8.4 Team Membership.....	16
8.5 City Procurement Policies .....	16
8.6 Conflict of Interest .....	17
8.7 Code of Conduct for Proponents .....	17
8.8 Confidentiality and Disclosure of Information.....	17
8.9 Claims or Litigation.....	19
8.10 No Collusion .....	19
8.11 No Lobbying .....	19
8.12 Liability for Expenses or Damages .....	19
8.13 Due Diligence .....	19
8.14 Limitation of Liability.....	19
8.15 Amendments To and Cancellation of Process .....	21
Appendix A Eligibility Checklist and Evaluation Scoring Matrix .....	22
Stage 1: Mandatory Requirements Checklist .....	22
Stage 2: Core Rated Criteria (The Proposal) .....	23
Appendix B Accessible Unit and Universal Design Standards for Visitable Housing.....	24
Accessible Unit Standards .....	24
Universal Design Standards for Visitable Housing.....	24
Appendix C Target Rents .....	27
Social Assistance Shelter Allowance.....	27
Average Market Rent 2014.....	27
Appendix D Infrastructure Ontario Contact Information .....	28
Appendix E Agreements, Project Milestones and Payment Schedules.....	29

Action Ottawa Request for Proposals 2015: Supportive Housing

---

Funding Agreements ..... 29

Project Milestones and Funding Schedule ..... 29

Appendix F Mandatory Insurance Requirements..... 30

    During the Construction of the Housing Project: ..... 30

    Insurance Required During Regular Operations..... 32

Appendix G Energy Efficiency and Sustainable Design..... 34

Appendix H Definitions..... 35

## **1.0 Introduction**

The City of Ottawa is seeking submissions to develop supportive housing with \$4.0 M in capital funding available from the Investment in Affordable Housing for Ontario IAH (2014 Extension) Program and the City of Ottawa. On April 29th, 2015, City Council approved the spending plan under the IAH (2014 Extension) for the City of Ottawa and identified supportive housing as one of the priorities for this term of Council.

The intent of this Request for Proposals (RFP) is to advance the objectives of Council and the 10 Year Housing and Homelessness Plan by facilitating the construction of new self-contained supportive housing units or the acquisition and rehabilitation of an existing building(s).

## **2.0 Project Description**

### **2.1 Background**

Action Ottawa is the City's primary program for increasing the supply of low to moderate-income affordable housing in Ottawa. The program combines an array of City funding and incentives for affordable housing into a single vehicle that is designed to facilitate the development of mixed income communities that are well designed, well managed, and built on a scale that ensures integration within neighbourhoods. Action Ottawa provides up front capital funding toward the initial costs associated with development in exchange for long term (35 years) affordability.. Unless otherwise stated, Action Ottawa does not provide nor guarantee ongoing operational subsidies or rent supplements toward any project.

Increasing the supply of affordable, accessible housing and supports, including supportive housing, is a key component of building a liveable city for generations to come. The City recognizes the importance of providing a variety of supportive housing options to ensure that our most vulnerable residents, especially people staying in emergency shelters, receive the housing and supports they need to secure and retain a home as their life circumstances change. In 2014 alone, over 6,500 individuals, including families and their children accessed an emergency shelter.

Proposals submitted under this RFP are subject to the New Rental Housing Component of the IAH (2014 Extension) and requirements as set out in this RFP. The IAH (2014 Extension) Guidelines can be found on the Ministry of Municipal Affairs and Housing website at <http://www.mah.gov.on.ca>.

## 2.2 Objectives

This RFP is aimed at creating new supportive housing for individuals with long shelter stays (e.g., 2+ cumulative years) and with medium to high needs through facilitating the following:

- Construction of new buildings (or) acquisition and rehabilitation of existing buildings into affordable rental housing that is economically, socially and environmentally sustainable;
- Development of a minimum of 7 self-contained dwelling units post completion. A self contained dwelling unit is defined as a set of rooms or suite of rooms located in a building or structure that is intended for use as residential premises by one household and which contains kitchen and bathroom facilities that are intended for the exclusive use of the unit;
- Any affordable rental housing under Action Ottawa remain affordable and operate in accordance with the City of Ottawa's Below Market Rent Guidelines for a minimum period of 35 years. Refer to Appendix C;
- The design of the project must be visitable and include universally accessible units for people with disabilities. Proposals must include a minimum of 20% of total units to be barrier free. Refer to Appendix B;
- The design of the project must include and demonstrate the use of green building and energy efficient design to minimize long term operational costs for tenants and the housing provider. Refer to section 6.4 (4);
- Incorporate good urban planning, site plan and architectural principles to enhance the residential quality of life for tenants. Proposals must demonstrate good design principles to ensure practical and functional living and amenity space. Proposals are to be of quality residential design that is compatible with the City's Official Plan and any applicable secondary plans and guidelines;
- Units must be affordable to individuals and households in receipt of Ontario Disability Support Program (ODSP) maximum shelter allowance and/or room and board. In addition, the City and successful proponent will negotiate a financial contribution per individual from operating sources such as the Community Homelessness Prevention Initiative. The average contribution from the City, combined with the ODSP shelter and/or room and board maximums, will not exceed \$1580 per month (inclusive) per individual. Proponents are expected to seek additional funding from other agencies such as the Local Health Integration Network (LHIN) and/or fundraising;

- House and support long stay shelter clients identified and placed through the City's Prioritization and Matching Process that is currently in effect in the City in partnership with emergency shelter providers, support service agencies and housing providers; and
- Housing preferences, identified through surveys of shelter residents and studies of successful supportive housing communities indicate that most shelter residents prefer their own room with a private bathroom (single room occupancy). Successful supportive housing communities must also provide incentives for individuals with long shelter stays to leave the shelter system. This can be accomplished through appropriate planning and design of a building and its facilities, the right mix of residents and support options, programming and social enterprise opportunities creating a sense of community and social cohesion.

### **2.3 Project Schedule**

The project milestones are:

- |   |                    |
|---|--------------------|
| • Issuance of the RFP                   | September 11, 2015 |
| • Information Session                   | September 14, 2015 |
| • Deadline for Inquiries                | October 30, 2015   |
| • Closing/Submission of RFP             | November 6, 2015   |
| • Selection Committee Meeting           | November 2015      |
| • Selection of Proponent                | November 2015      |
| • Provincial Approval                   | December 2015      |
| • Signing of the Contribution Agreement | December 31, 2015  |
| • Construction Start                    | April 30, 2015     |

### **2.4 Action Ottawa Incentives and Project Budget**

The City has allocated \$4.0 M from Year 2 (2015-2016) of the IAH (2014 Extension) program and City capital funding from the City's Affordable Housing Reserve to facilitate the development of new supportive housing.

Operating funding is available to support long stay individual men and women from the shelter system with moderate to complex needs, with a cumulative stay of 2 or more years in the city's emergency shelter system. Capital and operating funds are administered by the City of Ottawa's Housing Services Branch. Operational funding will be based on the level of supports outlined in proposals as required by tenants and will be negotiated between the proponent and City's Housing Services Branch.

Incentives under this RFP include the following:

- Capital Grant up to \$120,000 per dwelling unit for a project or a specific number of affordable units within a larger project (e.g., 10 units funded in a 50 unit project);
- Additional Capital Grant funding up to \$15,000 per dwelling unit for a total capital grant of \$135,000 per dwelling unit may be considered for accessible units;
- Relief from municipal development charges, planning application fees and parkland levies;
- Grant in lieu of building permit fees; and
- Grant in lieu of school board development charges.

## **2.5 Support Service/Operating Incentives**

Projects that will be considered for operating funding are expected to range from approximately 7 to 40 or more single room occupancy type units with support options suitable for individuals with long shelter stays with moderate to complex needs. Support options may include, but are not limited to:

- Addiction and/or mental health supports and treatments;
- Supports for people with physical disabilities;
- Other support services such as meal preparation, medication management and light housekeeping;
- Case management; and
- On site supports through portable treatment/support teams.

Potential tenants requiring the above supports are individual men and women with cumulative long term stays in the emergency shelter system over 2 years who are:

- Individuals with physical disabilities and/or mental health and/or addiction issues;
- Individuals with concurrent disorders or dual diagnosis;
- Individuals with acquired brain injury.

Operational funding will be available to provide housing and supports to the target population (i.e. individuals with long shelter stays). The use of operating funds will be determined by the Housing Services Branch and administered by way of agreement between the City and proponent(s) providing supports.

Successful proponents are expected to seek additional operating funds from other sources, such as the Local Health Integration Network (LHIN), Ministry of Health, United Way, etc for clinical, nursing and other required supports .



## **2.6 Legal Agreements and Checklists**

The successful proponent(s) will be required to enter into a Municipal Housing Facilities Agreement or a Contribution Agreement with the City of Ottawa. The agreement must be executed by December 31, 2015.

Appendix E provides additional information on the contribution agreements.

Sample agreements may be obtained by contacting Jennifer Kluge at [affordablehousingunit@ottawa.ca](mailto:affordablehousingunit@ottawa.ca).

## **3.0 Submission of Proposal**

### **3.1 Time of Submission**

Proponents are required to submit ten (10) copies of the proposal submission and one electronic version on CD, in MS Word, in a sealed envelope clearly identified as to contents **no later than 2:00pm on Friday November 6, 2015.**

### **3.2 Submission Package**

The proposal submission must be stated in a clear and concise manner. The City reserves the right to accept or reject any or all submissions received, and to seek clarification from one or more Proponents on the contents of their submission.

The Proponent is responsible for any and all costs associated with its submission.

Proponents must provide a complete application form (1 signed original required) which includes:

1. Signed Signature Page
2. Signed Conflict of Interest Form
3. Signed and completed Provincial Forms
4. Form of Offer
5. Tax Compliance Declaration
6. Reference Forms

The proposal submission must include the following sections and cannot exceed 30 double sided pages:

1. Proponent and Development Team Description
2. Support Service Model
3. Examples of Two Similar Projects with References
4. Project Description and Design Concept
5. Site Plan, Floor and Dwelling Unit Plans, Elevations
6. Energy Efficiency and Sustainability
7. Capital and Operating Budgets

8. Project Viability (including capital and operational budgets and cost estimates)
9. Organizational Structure and Property Management
10. Proponent Equity Contribution and Leveraging of Community Resources

### **3.3 Place of Submission**

Submissions are to be delivered to:  
City of Ottawa  
Affordable Housing Unit  
Housing Services Branch  
Community and Social Services Department  
100 Constellation Drive, 8th floor East  
Ottawa, Ontario, K2G 6J8  
Attention: Jennifer Kluge  
Phone: (613) 580-2424 ext. 27184

### **3.4 Submission Content**

Proponents are requested to provide submissions of no more than 30 double sided pages in a professional letter size format, with a minimum 10 point font. Submissions should have an index and tabs, and address the Mandatory Requirements and Criteria Subject to Point Rating in the order in which they appear in the RFP. Proponents should address all of the City's requirements as outlined in this document. Failure to respond to the mandatory and rated criteria will be to the Proponent's disadvantage.

If a Proponent feels that any conditions will restrict it unnecessarily in any way, they should so state in its submission. Any deviation from the stipulated conditions should be provided in detail with an explanation as to why they are being proposed. It is the responsibility of the Proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

### **3.5 Submission Validity**

Proposals shall remain valid and open for acceptance by the City for a period of ninety (90) calendar days, following the due date of receipt of proposals.

Each submission will be evaluated solely on its content. Evaluation of the submission commences immediately after the closing date. The City does not accept submissions submitted by facsimile transfer machines or electronic mail.

## **4.0 Evaluation**

### **4.1 General Evaluation**

The evaluation of proposals occurs in two stages. Proposals that fail to meet the requirements at any stage will not advance to the next stage. The Proponent selection is subject to available funding; approval of the City of Ottawa, approval of the Ministry of Municipal Affairs and Housing (MMAH), and successful negotiation of a funding agreement with the City's Housing Services Branch.

#### **Stage One: Mandatory Eligibility Requirements**

The mandatory criteria are described in Section 5.0 and an eligibility checklist is provided in Appendix A. Proposals will be evaluated to ensure all mandatory eligibility requirements are met. Proposals failing to meet any one of the eligibility requirements will be disqualified from further evaluation.

#### **Stage Two: Core Rated Criteria Evaluation**

The core rated criteria are described in Section 6.0 and a Core Rated Criteria checklist is provided in Appendix A. Proposals must achieve 70% or greater on each of the core evaluation criteria in order to be considered. Proposals failing to achieve 70% or higher will be eliminated from the competition.

The proposal(s) with the highest score will be selected for funding.

### **4.2 Selection Methodology**

The Selection Committee will be comprised of City staff and external members with expertise in finance, housing construction and development of affordable housing. All submissions will be reviewed and scored using a consensus approach in relation to the criteria and points that are identified. Recommendations from the Selection Committee will be forwarded to the MMAH for approval.

The City reserves the right to request clarification from one or more of the proponents and may request a presentation from one or more proponent teams prior to finalizing project scores during Stage Two of the selection process.

## **5.0 Evaluation: Mandatory Eligibility Requirements**

### **5.1 Proof of Incorporation**

The Proponent must be incorporated provincially or federally. The Proponent must provide one copy of:

- Proof of Incorporation;
- Annual Report (most recent); and
- Audited Financial Statements.

## **5.2 Written Confirmation of Partnerships**

If the Proponent is working in partnership with another organization where there is an equity interest or support service arrangement, the proponent must provide written confirmation from the partner agency that demonstrates the nature of the partnership and what the partner agency is agreeing to provide. This written confirmation should include a resolution of the Board of Directors of the partner agency.

## **5.3 Affordable Rent Requirements**

Rents for units funded under Action Ottawa must not exceed the most recently published Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) and have a weighted average of 80% of the AMR. For supportive housing budgets, the rental portion from tenants should not exceed the maximum shelter allowance for tenants on Ontario Disability Support Program (ODSP) (refer to Appendix C).

## **5.4 Pre-consultation with Planning and Growth Management**

The Proponent must meet with a City Planner or Development Information Officer prior to submitting a proposal. The purpose of the meeting is to obtain feedback from Planning as to how the proposal meets the City's objectives as laid out in the Official Plan and Zoning By-law, and to understand any issues and required applications. Proposals are to outline any municipal development approvals (minor variance, zoning amendment, and building permit) which may affect the development.

## **5.5 Letter from Financial Institution or Lender**

The Proponent must include documentation from a reputable Financial Institution or Lender indicating that the lender has reviewed the proposal and that the project can be considered for financing based on their preliminary review.

## **5.6 Insurance Requirements**

At the time of execution of contracts with the City, the Proponent shall be required to provide proof of insurance from a reputable, licensed insurance broker. The Proponent is responsible for obtaining a comprehensive contractor-controlled insurance program, acceptable to the City, to protect the Proponent, its team members, contractors, sub-contractors, consultants, and the City. Proponents must

read the mandatory insurance requirements set out in Appendix F and include the cost to meet these requirements in their capital budget.

### **5.7 Good Standing with the City of Ottawa**

The Proponent must be in good standing with the City of Ottawa with respect to any existing contracts. The Proponent must not be in receipt of a Notice of Breach of any existing contracts that has not been rectified to the City's satisfaction, by the time of closing of this RFP.

### **5.8 Proponent Equity Requirement Based on Project Value**

The project value is the actual cost to construct the project (hard and soft costs) and the value of the land as presented in a capital budget approved for mortgage insurance purposes.

- For-profit proponents: minimum contribution of 10%
- For-profit in partnership with a non-profit corporation: minimum contribution of 4%
- Non-profit proponents: no minimum contribution, however, it is strongly encouraged, as it forms part of the evaluation criteria in Section 6.5.

### **5.9 Maximum Unit Size and Minimum Unit Count**

Rental units must not exceed the maximum unit sizes listed below. Exceptions will be made for units that are wheelchair accessible.

A minimum of 7 dwelling units, post completion, is required for proposals to be accepted and funded.

Table 1: Maximum Unit Size

<b>Unit Type</b>	<b>Bachelor</b>	<b>One Bedroom</b>	<b>Two Bedroom</b>
Apartment	41.8 m <sup>2</sup>	60.4 m <sup>2</sup>	79 m <sup>2</sup>
Townhouse	N/A	65.0 m <sup>2</sup>	83.6 m <sup>2</sup>

### **5.10 IAH (2014 Extension) Requirements**

The MMAH states that the use of energy efficient features in building design and ENERGYSTAR-rated products should be used when available.

The IAH Program requires that suite meters be installed in all new social and affordable housing units.

The Energy Consumer Protection Act, 2010 and Ontario Regulation 389/10 set out the rules for suite meter installation. For further information, please contact the Ontario Energy Board's (OEB) Consumer Relations Centre at 1-877-632-2727 or 416-314-2455, or go to [ontarioenergyboard.ca](http://ontarioenergyboard.ca).

Please note that although suite meters are required to be installed, there is no requirement to bill tenants directly as a result of suite metering.

### **Confirmation of Employment of Apprentices**

The IAH (2014 Extension) promotes and supports the use of apprentices and the training of skilled labour. Under the IAH, the City is required to give priority consideration to the employment of apprentices in the residential housing sector during the project evaluation and selection process and is required to report on the initiatives/activities used to promote or support apprentices, the number of apprentices employed in each project, and the type of trade the apprentices are training in. Successful Proponents will be required to confirm the employment of apprentices and provide report(s) confirming such employment to the satisfaction of the City and MMAH.

### **Canadian Environmental Assessment Act 2012 (CEAA)**

Projects approved under the IAH (2014 Extension) must be in compliance with the CEAA 2012.

### **Energy Efficiency**

Proponents are to utilize energy efficiency features in building design and ENERGYSTAR-rated products.

## **6.0 Evaluation Core Rated Criteria**

Proponents must provide a detailed written submission, company profile and short resume of each team member, responding to each criterion set out below.

### **6.1 Proponent and Development Team Competencies**

The Proponent is the lead organization who will own and operate the proposed building once completed. A concise summary of the lead organization's structure, capacity and ability to manage and deliver capital projects in an efficient and accountable manner must be provided. This section should also show how each development team member meets the eight criteria outlined below.

The Development Team must include a staff member employed by the primary organization/agency that will own and operate the building once completed.

The Development Team must demonstrate experience and expertise in each of the following areas:

1. Project management and construction management
2. Development experience with affordable housing projects
3. Planning and building processes
4. Public consultation experience
5. Rental housing property management
6. Working with a variety of community and public sector interests
7. Implementing sustainable development principles and environmentally sustainable development approaches
8. A demonstrated knowledge of treatment options for people with complex needs, including, but not limited to, addictions, mental health diagnosis, concurrent disorders and dual diagnosis, and acquired brain injury
9. Operate existing programs that focus on serving individuals with complex needs
10. Employ service delivery staff in the direct delivery of one or more existing programs focused on providing at least two of the following services:
  - Supportive housing
  - Housing with supports
  - Support/treatment services for people with:
    - a mental health diagnosis
    - addictions
    - dual diagnosis
    - concurrent disorders and/ or
    - acquired brain injury

## **6.2 Support Service Model**

The support service concept should build on an agency's experience and qualifications as described in items 1 through 10 of Section 6.1 above and clearly describe proposed supports that will be provided to individuals, groups or clusters of tenants. Proposals should clearly explain how services and supports will focus on the needs of long stay shelter residents and the supports described in section 2.5 in addition to indicating the type of personnel providing the supports and the level of staffing provided on site and the frequency (i.e. on a 24 hour, weekly basis) as required. Proposals must also demonstrate how the project will provide an environment that supports and encourages long stay shelter clients to transition into a supported housing community.

Your service delivery model should include the following components:

1. Description of service model and staffing in the direct delivery of supports and other services to tenants;
2. Treatment options for people with complex needs including, but not limited to, addictions, mental health diagnosis, concurrent disorders and dual diagnosis, acquired brain injury;
3. The provision of programs that provide life skills, promotion of healthy living, social enterprise opportunities, and inclusive activities creating a sense of community and social cohesion; and
4. Other types of programs that help promote independence and/or community engagement.
5. An appropriate balance between the design of a building and its facilities with the right mix of support and treatment options for tenants;
6. Demonstrated ability to operate a facility or residence with support services for people with complex needs;
7. Describe your ability to provide services and supports to tenants in both French and English.

### **6.3 Examples of Similar Projects**

Projects will be reviewed for applicability/comparability to the proposed development project and the extent to which the project team was involved in the project. References will be used to validate information provided by the Proponent.

Describe **two completed** affordable housing projects that are similar in nature to this project. Examples must include the relevant experience of the project development team members with these projects. These examples should include an affordable housing development project with a building program similar in size and scope to the Proponent's project.

Proposals are to include similar projects with the following information:

1. A brief description of the project (number and type of residential units)
2. Total project cost and the total capital investment, including project funding and financing sources.
3. The project duration (start and completion dates).
4. Development team members who worked directly on the project.
5. References with contact information for each project described.

### **6.4 Design Concept**

The Proponent is to provide a project description and design concept plan which must include the following:



1. **Conceptual site plan:** illustrating building footprints, egress and access, parking, setbacks from the property line and adjacent buildings on neighbouring properties. Site plan should properly address tenants' requirements as well as issues of neighbourhood compatibility, scale and integration.
2. **Proposed floor plans:** should clearly indicate and label all dimensions of the living space (kitchen, bathrooms, living rooms and bedrooms). Bedroom size dimensions are to be labelled separately from the closet space and other obstructions.
3. **Building elevations:** should illustrate a sensitive approach to developing and/or redeveloping a site in relation to the abutting land uses.
4. **Sustainability/Energy Efficiency Features:** should highlight the main elements that are aimed at achieving the City's goal of maximizing energy efficiency and sustainability and state if each objective complies or exceeds the 2012 Ontario Building Code requirements. Describe in a clear, concise manner in point form or in a table format.
5. **Proximity to Support Service Networks and Accessibility:**  
In addition to good planning and design the proposal should indicate to what extent it is accessible and visitable as a building and as part of the community. The City is committed to become more inclusive, and to include accessible units for people with all types of disabilities in new housing that is developed. Projects should be in close proximity to support services, shopping, transit and other amenities.

Proposals are expected to provide a minimum of 20% of units that are barrier free on this project and for the provision of units that are designed to permit a person with a physical disability to visit – or designed for “visitability”. Criteria for accessibility and visitability are included in Appendix B.

## 6.5 Project Viability

The Selection Committee will assess the development timeline, capital budget, operating budget, proposed financing, and value for money. The City conducts a detailed financial analysis of the project including a 25 year cash flow analysis, mortgage viability test, and comparison of operating costs to similar supportive housing developments. This analysis helps to determine whether the project as presented is feasible, viable and sustainable.

Proposal must include:

1. A construction project schedule/development timeline in a 11 x 17 or smaller format;

2. Complete Capital and Operating budget forms in Microsoft Excel.

Failure to submit the completed budget forms may result in the proposal being considered non-responsive and no points will be awarded; and

3. Class D construction estimate and/or supporting documentation.

The project must be able to generate a reasonable cash flow to ensure that unexpected changes in revenue do not jeopardize the viability of the project in the long term. While the financial institution is interested in protecting its investment in the market value of the project, the City is interested in protecting its investment in the long-term affordability of the project.

The City also conducts an analysis to determine value for money. What is the City getting back in terms of affordability from the investment? The City applies standard construction costs to determine an economic (break even) rent for the project based on what it would theoretically cost to construct and operate the project without capital subsidy from the City. The difference is then calculated between the economic rent and the affordable rent that will be charged. The dollar value of this difference is calculated over 35 years. The value of the "return" (affordable rent) is measured against the total value of the government investment of land, grants and fee relief ("City Investment").

4. The operating budget should include staffing, salaries, food, program expenses and other activities related to providing supports. Clearly indicate how many and what type (i.e. PSW, social worker, etc.) of staff will be scheduled during a typical 24 hour period.

## **6.6 Organizational Structure and Property Management Plan**

Proponents should explain their organizational structure and provide a property management plan explaining how support services and property management for the entire building will be carried out. The intent of this criterion is to illustrate how capable the lead proponent is in managing the project once complete.

Organizational Structure and Property Management Plan must include:

1. Tenant engagement, support services and security;
2. Building and unit repairs, maintenance and management;
3. Community development initiatives;
4. Experience working with emergency shelter residents;
5. Financial accountability; and
6. Board of Directors engagement and involvement in strategic planning and operations.

## 6.7 Proponent Equity Contribution

Describe the Proponent's contribution to the project and how community contributions will be leveraged. The IAH (2014 Extension) and the City encourages Proponents to provide additional contributions that improve financial viability and affordability as well as access to supports.

Proponents demonstrating a contribution in excess of program requirements will be scored on the basis of what they are contributing and how well their project leverages other resources.

## 7.0 Evaluation Scoring

### 7.1 Core Evaluation Criteria:

A minimum score of 70% from the Selection Committee is required on each of the Core Criteria in order for the project to be considered under the RFP evaluation scoring process.

<b>Stage Two Core Criteria</b>	<b>Max Score</b>	<b>Min Pass</b>
1. Development Team Competencies	10	7
2. Support Service Concept	10	7
3. Examples of Similar Projects	10	7
4. Project Description and Design Concept	20	14
5. Project Viability	20	14
6. Org Structure and Property Mgt Plan	15	10.5
7. Proponent Equity and Leveraging	15	10.5
<b>Total Possible Score</b>	<b>100</b>	<b>70</b>

## 8.0 Supplemental Information

### 8.1 Inquiries

For further information regarding the Request for Proposal or to obtain documents from the City of Ottawa Housing Services Branch, please contact the Contracting Authority prior to October 30, 2015. If a Proponent obtains this document through other means, the accuracy of the document and receipt of any addendum is the sole responsibility of the Proponent.

City of Ottawa  
 Affordable Housing Unit  
 Housing Services Branch  
 Community & Social Services Dept.  
 100 Constellation Drive, 8th Floor  
 Ottawa, Ontario K2G 6J8

Attention: Jennifer Kluge  
Title: Project Coordinator  
Telephone: (613) 580-2424 x27184  
E-mail: AffordableHousingUnit@ottawa.ca

## **8.2 Changes to the Project Design**

The City will not allow substantial modifications to the scope of the proposed development subsequent to the RFP submission closing date without the prior written consent of the City, which consent may be withheld by the City, unless otherwise directed by the Selection Committee.

## **8.3 Changes to the Proponent's Team**

The City will not allow the replacement, substitution or addition of the identified members of a Proponent's Team subsequent to the RFP submission closing date without the prior written consent of the City, which consent may be withheld by the City.

In addition, any change, replacement, substitution or addition of a principal member of a Proponent's Team subsequent to the RFP closing date may be grounds for disqualification without the prior written consent of the City.

## **8.4 Team Membership**

The Proponent or Lead Team Member may not form part of more than one Proponent Team.

## **8.5 City Procurement Policies**

### **Municipal Freedom of Information and Protection of Privacy Act**

The City of Ottawa is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the City in response to this Request for Proposals may be made available to the public unless the party submitting the information requests that it be treated as confidential.

Unless any information is specifically designated by the Proponent to be confidential, the Proponent hereby consents to disclose any information contained in its submission pursuant to the MFIPPA.

Proponents should clearly indicate any confidential information by stamping the page where it appears with the word “confidential”. The Proponent should make it very clear as to which information is considered to be of a confidential or proprietary nature.

All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

### **8.6 Conflict of Interest**

Proposals are required to disclose to the City any potential conflict of interest. If a conflict of interest does exist, the City may, at its discretion, withhold consideration of the submission until the matter is resolved to the satisfaction of the City.

If, during the RFP or negotiation stages of the process, a Proponent is in a conflict of interest or perceived conflict of interest, the Proponent shall so inform the City and if a significant conflict of interest is deemed to exist by the City, then the Proponent shall remove itself from the process or take such steps as are necessary to remove the conflict of interest.

### **8.7 Code of Conduct for Proponents**

The City is committed to a selection process that is open, fair and defensible to all parties concerned, and to these ends, the proponents must adhere to the code of conduct stipulated in these general terms and conditions.

In order for the City to provide the private sector with a consistent and efficient point of contact during the RFP process, all requests for information or clarification are to be made in writing and directed only to the Contracting Authority.

### **8.8 Confidentiality and Disclosure of Information**

Proponents must not disclose any details pertaining to their submission and the selection process, in whole or in part, to anyone not specifically involved in their submission without the prior written approval of the City.

Proponents shall not issue a news release or other public announcement pertaining to details of their submission, or the selection process, without the prior written approval of the City.

Except as noted, communications between the Proponents or their Team Members and the City shall be treated as confidential during as well as after preparation and submission of the response to the RFP. In the event of any such breach of confidentiality by the Proponent, the City at its sole and absolute discretion, may at any time reject any RFP submission by the Proponent without further consideration and terminate that Proponent's right to continue in the process.

It is the requirement of this RFP for the potential Proponent to treat all information obtained in connection with or arising out of this RFP process as property of the City.

Proponents must treat all information in a highly confidential manner and not use this information for any purpose other than for replying to this RFP and for the fulfillment of any related Agreement for the RFP phase. Without limiting the generality of the foregoing, Proponents who are short-listed and/or invited to participate in interviews or any aspect of the RFP process subsequent to submissions, shall keep highly confidential all such developments and participation. All information pertaining to recommendations and information collected and processed for the City are for the sole purpose of the City at its discretion.

Information communicated by the City to the Proponent, or by the Proponent to the City, in the course of responding to this RFP shall not be either divulged or issued by the Proponent on any other project unless prior approval in writing is obtained from the City.

Further, any information that is not common knowledge, and may therefore be considered confidential by the City that is acquired in the course of responding to this RFP, shall not be used or divulged by the Proponent unless prior approval in writing is obtained from the City.

Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which was, at the time of disclosure, or thereafter became part of the public domain; is required to be disclosed by law or court order, where in such cases, all reasonable attempts will be made to notify the City in advance of doing so.

All correspondence, documentation and information provided to the City by every Proponent in connection with, or arising out of this RFP, and the submission of any proposal shall become the property of the City, and as a result, such proposals and supporting documents are subject to Freedom of Information requests. Accordingly, Respondents are requested to identify any information in the Submission that, if disclosed, could cause injury. The City will make every effort to maintain the confidentiality of such information, but the Proponent must be aware that the information may become public through requests for information due to the need for transparency and accountability in decisions made by the City. The City shall not be liable if any such confidential information becomes public or is disclosed.

### **8.9 Claims or Litigation**

The City reserves the right not to accept a submission from any person or corporation which includes all non arms length corporations who, or which, have a claim or instituted a legal proceeding against the City of Ottawa or against whom the City has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions.

### **8.10 No Collusion**

Proponents must ensure that their participation in the selection process is conducted fairly and without collusion or fraud. Proponents and their Team Members shall not discuss or communicate, directly or indirectly with any other Proponents regarding the preparation or submission of their responses to this RFP.

### **8.11 No Lobbying**

Proponents or their Team Members or anyone involved in the Team will not engage in any form of political or other lobbying whatsoever with respect to this project or to influence the outcome of the process. In the event of any such lobbying, the City, at its sole and absolute discretion, may at any time reject any RFP submission by that Proponent without further consideration and terminate that Proponent's right to continue in the process. All correspondence or contact by interested parties with the City must be directly and only with the City's Contracting Authority, identified herein.

### **8.12 Liability for Expenses or Damages**

The City will not be liable for any loss or damage suffered by any Proponent including, without limitation, any expenses incurred in the preparation and submission of the proposal or from the demonstration of goods or services. There will be no honorariums provided for this submission.

### **8.13 Due Diligence**

The Proponent is advised that information provided by the City does not constitute a City position nor guarantee of future demand, and the Proponent should conduct their own due diligence with respect to all aspects of their proposal.

### **8.14 Limitation of Liability**

1. The Proponent shall not hold the City of Ottawa or any of its officers, employees, assigns, independent contractors, subcontractors, agents or

- representatives liable for any error or omission in any part of this RFP. While the City has used considerable efforts to ensure that all information contained in this RFP is accurate, the City does not guarantee or warrant that the information contained in this RFP or any supplemental documents is accurate, comprehensive or exhaustive. Nothing contained in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP.
2. Each Proponent is solely responsible, at its own cost, for conducting its own independent research, due diligence and any other work or investigations or for seeking any other independent advice necessary for the preparation of proposals and, if selected, for entering into the Partnering Agreement.
  3. The City and any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives shall not be liable to the Proponent or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives (collectively "The Proponent's Personnel") for any losses, expenses, costs, claims, damages, including incidental, indirect, special or consequential damages, or liabilities arising out of or by reason of or attributable to this RFP.
  4. The Proponent shall indemnify and save harmless the City and any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives from all costs, losses, damages, including incidental, indirect, special and consequential damages, liabilities, expenses, judgements, claims, demands, suits, actions, causes of action, contracts or other proceedings of any kind or nature:
    - a. based on, occasioned by, or attributable to anything done or omitted to be done by the Proponent or the Proponent's personnel in connection with this RFP;
    - b. asserting infringement of any patent or other intellectual property right by the Proponent in responding to this RFP.
  5. If the City or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives is made party to any litigations arising out of or by reason attributable to this RFP, then the applicable Proponent shall indemnify and save harmless the City and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives in connection with such litigation, except to the extent that such litigation arose from the negligence or willful act of the City or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives while acting within the scope of his or her or its employment engagement.

The City may, at its option, and at the expense of the Proponent, participate in or assume carriage of any litigation or settlement discussions relating to the



foregoing, or any other matter for which the Proponent is required to indemnify the City and any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives. Alternatively, the City may require the Proponent to assume or maintain carriage of a responsibility for all or any part of such litigation or discussion, at the Proponent's expense.

The provisions in 1, 2, 3, 4 and 5 shall survive the termination of the RFP process and the execution of the partnering Agreement.

#### **8.15 Amendments To and Cancellation of Process**

The City reserves the right to amend, extend the closing, suspend, postpone, or cancel the RFP and future stages of the partnering process at any time and for any reason, and the Proponent shall have no recourse against the City.

## Appendix A Eligibility Checklist and Evaluation Scoring Matrix

### Stage 1: Mandatory Requirements Checklist

Requirement from Section 5.0 of the RFP
5.1 Proponent is an incorporated private or non-profit organization <ul style="list-style-type: none"> <li>• Annual Report and Audited Financial Statements Provided</li> <li>• Articles of Incorporation Included</li> </ul>
5.2 Written confirmation of partnerships <ul style="list-style-type: none"> <li>• Including board resolutions if applicable</li> </ul>
5.3 Project meets affordability requirements (weighted average of all rents is less than 80% of CMHC AMR) and is affordable to people on ODSP
5.4 Confirmation of a pre-consultation with the Planning and Growth Management Department
5.5 Letter from Financial Institution or Lender
5.6 Mandatory insurance requirements have been reviewed and included into budget
5.7 Proponent is in good standing with the City of Ottawa
5.8 Project meets required equity requirements
5.9 Project meets the maximum unit size and minimum unit count
5.10 IAH 2014 Program Requirements have been acknowledged: <ul style="list-style-type: none"> <li>• Suite Meters Requirement</li> <li>• Apprenticeship Reporting</li> <li>• Compliance with Canadian Environmental Assessment Act 2012</li> <li>• Energy Efficiency Requirements</li> </ul>

**Stage 2: Core Rated Criteria (The Proposal)**

<b>Requirement from Section 6.0 of the RFP</b>	<b>Maximum Number of Pages</b>	<b>Maximum Score</b>
Title Page, Table of Contents, etc.	6 pages	n/a
6.1 Proponent and Development Team Competencies/Support Service Concept <ul style="list-style-type: none"> <li>▪ Member of the primary organization, project management and construction management, experience, public consultation, property management, sustainable design implementation</li> </ul>	5 pages	10 pts
6.2 Support Service Model <ul style="list-style-type: none"> <li>▪ Proposed supports that will be provided to tenants, explanation of how services and supports will focus on the needs of long stay shelter residents in addition to indicating the type of personnel providing the supports and the level of staffing provided on site and the frequency (i.e. 24 hour, weekly basis)</li> </ul>	10 pages	10 pts
6.3 Examples of Similar Projects <ul style="list-style-type: none"> <li>▪ Description, project cost, total capital investment, project duration, development team members involved, references</li> </ul>	2 pages	10 pts
6.4 Project Description and Design Concept <ul style="list-style-type: none"> <li>▪ Conceptual Site Plan, floor plans, building elevations, energy efficiency and sustainability features, proximity to support services and accessibility</li> </ul>	20 pages	20 pts
6.5 Project Viability (Capital and Operating Budgets, including Class D estimate or similar construction estimate)	10 pages plus template	20 pts
6.6 Organizational Structure and Property Management	5 pages	15 pts
6.7 Proponent Equity Contribution and Leveraging of Community Resources	2 pages	15 pts
<b>Maximum number of pages / Maximum Score</b>	<b>30 pages (double-sided and bound; minimum 10 pt. font)</b>	<b>100 pts</b>

## **Appendix B**

### **Accessible Unit and Universal Design Standards for Visitable Housing**

#### **Accessible Unit Standards**

Accessible units are designed for occupancy by people with disabilities and the individual dwelling units should be designed for easy access and comfortable use by people with a wide range of physical disabilities. Under Action Ottawa, accessible units for individuals with special needs must conform to the design criteria as described in CAN/CSA B651-12 Accessible Design for the Built Environment.

A copy of this standard is available at the Main Branch of the Ottawa Public Library Reference Department for short-term use. The Main Branch of the Library is located downtown at the corner of Metcalfe and Laurier.

A hard copy or searchable PDF version may be purchased from the Canadian Standards Association - Cost: \$138.00

To Purchase:

Online go to Canadian Standards Association website:

<http://shop.csa.ca/en/canada/accessibility/b651-12/inv/27021232012>

OR contact Canadian Standards Association directly:

5060 Spectrum Way, Suite 100

Mississauga, Ontario

L4W 5N6

1-800-463-6727

[sales@csa.ca](mailto:sales@csa.ca)

Tel: (416) 747-4044

Fax: (416) 747-2510

#### **Universal Design Standards for Visitable Housing**

One of the objectives of the Action Ottawa program is the creation of units that are accessible for individuals with limited mobility. Visitable housing standards are intended to create homes that are welcoming to individuals who use wheelchairs, walkers or have some other form of mobility impairment. "Visitable" features are easy to construct on most terrain and are visually unnoticeable.

The Accessibility Committee of the City of Ottawa has identified the following requirements for visitable units:

### Exterior Route

- Path of travel should be minimum of 920 mm wide (preferred is 1200 mm or greater); and
- A path of travel with a gentle grade (maximum 1:20 or 5%) from the street, sidewalk, back lane, or the dwelling unit's parking space to an accessible entrance into the dwelling unit.

### Entrance and Landing Area

- Minimum clear area of 1525 by 1525 mm at entrance landing;
- No step or elevation change at entrance;
- A no or low profile threshold at entrance; and
- The entry into a visitable unit should be the main entrance to the unit. Where this is not possible, an alternative entrance may be used, including an entrance located at the side, rear or through the garage of the home.

### Interior Circulation

- Doorways with a minimum clear width of 865 mm; and
- Clear passage throughout main floor corridors (on same level as main entrance), with no elevation changes and a minimum 920 mm clear width (1200 mm preferred) allowing access to all main floor activity areas, including the washroom.

### Washroom

- Located on main or ground floor level;
- Contain a minimum of one sink and one toilet;
- Entrance door that swings outward or is sliding, with 760 mm by 1220 mm depth of floor space clear of door swing; and
- Clear route to the toilet at least 920 mm wide.

### Recommended Visitability Features

- Doorways with a clear width of 920 mm;
- For doors at entrance and throughout main floor level, hardware such as handles, pulls, latches and locks that are operable with one hand and mounted no higher than 900 mm from finished floor. Operation of door hardware should not require fine manual dexterity, such as grasping, pinching or twisting. Return lever-type door opening hardware is recommended;
- At main entrance, provide electrical rough-in on hinge side for future power door operator;
- Latch-side clearance at entrance and interior doors (600 mm pull/300 mm push)
- Door bells/intercom system at 1200 mm (47 inches);
- Raised electrical outlets at 455 mm to centre line above finished floor level;
- Main floor washroom: a minimum of one suitably mounted grab bar and wall reinforcement for future grab bar installation. Provide level type faucet controls and non-slip flooring; and

- Kitchen: Lever type control at sink. Clear floor space of at least 765 mm by 1200 mm in front of each appliance, sink and work counters. Provide a minimum clearance between counters and all opposing cabinets of at least 1500 mm.

To qualify for points in the evaluation, provisions for visitable and wheelchair access must be clearly indicated in the design concept.

## Appendix C Target Rents

### Social Assistance Shelter Allowance

Table 1 shows the maximum shelter allowance provided to people on social assistance. For example, a single person on ODSP will be able to contribute \$479 per month toward rent and utilities.

#### Ontario Disability Support Program (ODSP) Shelter Rates

Household Size	Maximum Monthly Allowance (\$)
1	\$479

#### ODSP Board and Lodging Rate

Household Size	Maximum Monthly Allowance (\$)
1	\$776

### Average Market Rent 2014

Table 2 below provides the most recently published CMHC Average Market Rents (AMR), and provides Below Market Rent levels at 70% and 80% AMR.

	Average Market Rent (AMR)	Below Market Rent 70% of AMR	Below Market Rent 80% of AMR
<b>Apartments</b>			
Bachelor	\$780	\$546	\$624
One	\$936	\$655	\$749
Two	\$1,132	\$792	\$906
<b>Townhouses</b>			
One	\$932	\$652	\$746
Two	\$1,117	\$782	\$894

Note: The total revenue per unit includes the maximum shelter allowance or board and lodging and other benefits and operating funds. In most cases, the total rent collected from each person may exceed the average market rent thresholds permitted under the IAH program provided that social supports, meal preparation and other social and clinical services are included.

## **Appendix D Infrastructure Ontario Contact Information**

Information on the Infrastructure Ontario loan program is available at:

<http://www.infrastructureontario.ca/en/loan/housing/index.asp>

For more information you can call Infrastructure Ontario's toll-free hotline at 1-800-230-0937 or your Regional Account Manager.

Eastern Ontario:

Robert Keene

905-721-2792

[robert.keene@infrastructureontario.ca](mailto:robert.keene@infrastructureontario.ca)



## **Appendix E**

### **Agreements, Project Milestones and Payment Schedules**

#### **Funding Agreements**

Following provincial approvals for funding, Proponents will be required to enter into a Municipal Housing Project Facilities Agreement or Contribution Agreement with the City of Ottawa. Template agreements will be available from the Affordable Housing Unit. Capital funding awarded through this Action Ottawa RFP will be secured in the form of a mortgage on title. If there is a significant breach of the terms of the agreement, all financial assistance plus interest and costs must be repaid to the City, Province and Federal Government.

#### **Project Milestones and Funding Schedule**

The Municipal Housing Project Facilities Agreement and IAH Program Guidelines will establish development milestones and timeframes for disbursement of funds. The timeframes will be established in cooperation with the Proponent. If the successful Proponent fails to meet the agreed upon milestones established in the development schedule, the City reserves the right to withhold further advances, and to terminate agreements with the Proponent.

The following information is provided so that Proponents understand the cash-flow throughout the project. The City expects the Proponent to make every effort to arrange financing that allows for the project cash flow within the constraints of the disbursement schedule.

## **Appendix F Mandatory Insurance Requirements**

### **During the Construction of the Housing Project:**

The Chargor shall take out and maintain throughout the term of the Charge the following insurance, all in a form and with insurers acceptable to the Chargees:

1. Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction project, including a 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 Her Majesty the Queen in Right of Ontario as Represented by the Minister of Municipal Affairs and Housing and the City of Ottawa.
2. Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a 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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and the City of Ottawa.
3. Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit not less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) products and completed operations aggregate. The insurance shall be in the joint names of Her Majesty the Queen in Right of Ontario as Represented by the Minister of Municipal Affairs and Housing, the City of Ottawa and its agents and assigns, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, and engineers, architects, consultants or other person which the City of Ottawa 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;

- 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. employer's 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 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 on not less than one hundred and twenty (120) hours; and
  - n. thirty (30) day, written notice of cancellation.
4. Professional Errors and Omissions Liability Insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Provincial contribution agreement and the Service Manager Contribution Agreement, in the amount of not less than Two Million dollars (\$2,000,000.00) per claim and in the annual aggregate.
  5. Automobile Insurance as per statutory requirements in Ontario, Ontario Automobile Policy (OAP 1) Owner's Policy Sections 3 and 4, auto liability for a limit of not less than Two Million Dollars (\$2,000,000.00) 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 Minister and to the City of Ottawa prior to the commencement date of the Provincial contribution agreement and the Service Manager Contribution Agreement. The contractor shall ensure that each subcontractor complies with the WSIB requirements set out in this paragraph.
  7. Proof of Insurance - The contractor shall provide the Minister and the City of Ottawa 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, contained by the policy (ies), prior to the commencement of the Provincial contribution agreement and the Service Manager contribution agreement and reverencing the respective agreements. The contractor shall ensure that each subcontractor complies with the insurance requirements set out in the respective agreements by obtaining similar types of insurance and providing the contractor with valid Certificates of Insurance.

### **Insurance Required During Regular Operations**

After construction has been completed, the Housing Provider shall provide and maintain during the term of this Agreement the following insurance coverage:

1. Commercial General Liability Insurance subject to limits of not less than \$5,000,000.00 for bodily injury, death and damage to property including loss of use thereof, which shall include insurance for the following:
  - a. Premises and Operations Liability;
  - b. Products and Completed Operations Liability;
  - c. Personal Injury Liability;
  - d. Elevator Liability, if applicable;
  - e. Contingent Employer's Liability;
  - f. Owner's and Contractor's Protective Liability;
  - g. Contractual Liability;
  - h. Severability of Interest Clause;
  - i. Liability with respect to non-owned licensed motor vehicles; and
  - j. Cross Liability
2. The Commercial General Liability insurance shall be in the name of the Housing Provider and shall name the City of Ottawa as an additional insured thereunder;
3. Broad Form Property Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full replacement cost of the building and contents and including extra expense coverage. Such insurance shall be in the name of the Housing Provider and name the City of Ottawa as a loss payee as their interests may appear. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder;
4. Boiler and Machinery Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full replacement cost of the building and contents and including extra expense coverage. Such insurance shall be in the name of the Housing Provider and name the City of Ottawa as a loss payee as their interests may appear. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder; and
5. Motor Vehicle Liability Insurance in respect to owned or leased licensed Motor Vehicles subject to a limit of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

All policies mentioned shall contain an endorsement to provide the City with (30) days prior written notice of cancellation or of a material change that would diminish coverage.

The Housing Provider shall furnish the City with copies of such policies or certificates of insurance as evidence of such insurance prior to execution of this Agreement and upon the anniversary date(s) of all applicable policies described herein.

The Housing Provider may be required by the City to provide and maintain additional insurance coverage related to this Agreement's requirements, under the following circumstances:

- a. a change in the law; or
- b. an increase in the value of the Project, such that it would lead a prudent owner in similar circumstances to provide and maintain such additional insurance coverage.

Any approval by the City of any of the Housing Provider's insurance policies shall not relieve the Housing Provider of any responsibility hereunder.

## **Appendix G**

### **Energy Efficiency and Sustainable Design**

Describe how the proposal will achieve the City's objectives:

1. To reduce energy and water costs to make the units more affordable.
2. To reduce operating costs to the owner and tenants through the use of sustainable (green) building technology and energy and water conservation measures, if feasible.

The City is committed to working with the successful Proponent to ensure new affordable housing is as sustainable and energy efficient as possible, within the constraints of the funding available.

Proposals should clearly illustrate how they meet or address the following criteria:

1. ENERGYSTAR rated products/appliances;
2. An outline as to how the proposal will meet targeted new energy efficiency requirements to come into effect January 1, 2017 which requires an energy savings of 13% higher than required in the current 2012 Building Code;
3. Building design for buildings under Part 9 of the Building Code must at minimum meet the performance of Energuide 80 or equivalent; and
4. The development should seek to exceed the MNECB.

Several energy efficiency measures are now required in projects funded under the New Rental Housing Component. Buildings must either meet or exceed the minimum energy efficiency requirements of the proposed 2012 Ontario Building Code and/or related amendments in the 2006 Ontario Building Code.

The energy efficiency of building design for buildings under Part 3 of the Building Code must be higher than the reference building designed to the Model National Energy Code for Buildings (MNEBC), or 18% higher than the reference building designed to ASHRAE 90.1 – 1999 (without amendments).

Successful Proponents will be required to confirm that all submitted projects meet or exceed this requirement through the development and submission of a building energy model completed by qualified professionals and integrated into the project design with confirmation from the project architect or engineer.

## **Appendix H Definitions**

*Acquired Brain Injury:* A diagnosis of damage to brain tissue caused by traumatic injury resulting in signs and symptoms of neurological impairment which may cause partial or functional disability or psychosocial maladjustment

*Concurrent Disorders:* Refers to the co-occurrence of mental illness and addiction

*Dual Diagnosis:* Refers to the simultaneous occurrence of a mental illness and developmental disability

*Housing with Supports:* Housing in which supports that do not originate on site, are offered to residents, including physical, mental health and social supports

*Individuals with long shelter stays:* The term is used in this document to refer to individuals who have a cumulative stay of two or more (2+) years in the emergency shelter system

*Self-contained:* A building or community that provides individual dwelling units in a single or cohesive group of buildings where the individual or community has ability to provide for all the necessities and amenities of daily living and necessary support services are provided.

*Social Enterprise:* Taking an entrepreneurial or business approach to addressing social issues and creating positive community change. Examples include involving residents in day to day operation activities and in revenue generating programs re-invested in the community

*Supportive Housing:* Housing with 24/7 on-site staff providing supports and/or treatment options for people with any combination of mental illness, addiction, developmental disability and/or physical disability