

Affordable Housing Request for Expressions of Interest (REOI)

**Submission Deadline:
3:00pm on Wednesday, March 27th, 2019**

Submissions must be delivered to:

City of Ottawa
Supply Services
100 Constellation Drive
4th Floor West Tower
Ottawa, Ontario K2G 6J8
Title: Affordable Housing REOI March 2019

March 13th, 2019



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1.0 Background

The purpose of this Request for Expressions of Interest (REOI) is to seek and select an eligible housing provider with whom to partner on a proposal to the National Housing Strategy's *Federal Lands Initiative (FLI)* for Wateridge Village.

Through the National Housing Strategy's *Federal Lands Initiative*, Block 21 of Wateridge Village has been declared surplus and released for acquisition. The property consists of one block of vacant land in the new development located on the former site of Canadian Forces Base (CFB) Rockcliffe in Ottawa, Ontario. The Federal Lands Initiative is seeking proposals to develop a mixed-use property on this site which consists of no less than 173 residential units.

City of Ottawa Housing Services is submitting a proposal for the acquisition of this property for the development of affordable housing and is seeking a development partner in order to submit a joint application.

The successful Proponent will be required to sign a pre-development agreement with the City. The pre-development agreement will include the following terms and requirements:

- that the lands initially be transferred to the City of Ottawa if the proposal is successful;
- participate in a Request for Proposals (RFP) with the City to select one or more additional partners in the development of the site;
- provide a minimum of 173 units on the site;
- agree to own and operate approximately two-thirds (2/3's) of the units developed on the site;
- provide a minimum 30% of the units as units of 3 bedrooms or more;
- meet the CMHC's Federal Lands Initiative energy requirements ;
- meet the CMHC's Federal Lands Initiative accessible and barrier free requirements;
- commit to a construction start date of May 2020 for a minimum one apartment building on the site;
- provide no less than \$1,000,000 in cash equity, or other amount agreed to during the REOI selection process, toward the project; and
- enter into a Contribution Agreement with the City of Ottawa to secure the value of any federal, provincial and city funding and incentives as a mortgage on the title of the property.

Should the City and selected proponent be successful in acquiring the subject lands, the proponent(s) for this development will be eligible, **subject to Council Approval**, for the following incentives:

1. Capital funding under the successor to the Investment in Affordable Housing in Ontario Extension (IAH-E) Program or other capital funding stream deemed necessary to meet CMHC's affordability criteria identified in this REOI;
2. Grants in lieu of building permits, transit portion of development charges and school board development charges; and
3. Exemption from non transit portion of development charges and planning application fees.

Should the proposal to CMHC be successful, the City and proponent shall immediately commence immediately on pre-development activities and begin an RFP process to select one or more partner proponents for the development.

Due to the timing of the Federal Lands Initiative, the absence of a successor program to the IAH-E and an approved capital plan for the current term of Council, all funding commitments and project requirements described in this document are subject to Council approval and / or delegated authority of the Director of Housing Services.

A report to Planning Committee and approval by City Council will be required to secure any and all commitments identified in this REOI. As such, any or all of the terms of this REOI may be terminated, changed or amended as determined by city staff or Council, in its sole discretion and the City shall not be liable to the proponent for any costs incurred as a result of the termination, changes or amendments.

Proposals must be submitted by the City's Housing Services to the Federal Lands Initiative by May 13th.

The City is seeking a partner willing to work quickly to complete a comprehensive proposal for the beginning of May.

If you are interested in partnering with the City of Ottawa on a proposal submission to the Federal Lands Initiative for Block 21 in Wateridge Village, please submit an EOI by Wednesday, **March 27th, 2019**.

All information provided will be kept confidential.

2.0 Submission of Proposal

2.1 Submission Package

The submission package includes two parts:

1. an Application Form, and
2. a Proposal Submission

The material for both parts must be provided in a clear and concise manner. Proponents are required to submit printed copies of both parts (1) and (2), and one complete electronic version on CD or memory stick, in MS Word or Adobe pdf, (with the capital and operating budget template in Microsoft Excel).

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 one (1) bound copy of a complete **Application Form**, which includes:

- a) Signed Signature Page; and
- b) Signed Conflict of Interest Form

All signed forms must be originals; copies will not be accepted. If any of parts a and b are missing or incomplete, the City reserves the right to disqualify the submission without further review of the contents.

Proponents must provide five (5) bound copies of a complete **Proposal Submission**, including the Mandatory Eligibility Requirements Form (**Form A**)

Sections *4.0 Mandatory Eligibility Requirements* and *5.0 Core Rated Criteria* detail the requirements of each part noted above.

2.2 Time of Submission

All printed and electronic copies must be submitted in a sealed envelope, clearly identified as to the contents, **no later than 3:00 pm, Wednesday, March 27th, 2019.**

2.3 Submission of Proposal

All Proposals submitted in response to this solicitation shall be delivered and addressed to the following:

City of Ottawa

Supply Services
100 Constellation Drive
4th Floor West Tower
Ottawa, Ontario K2G 6J8
Title: Affordable Housing REOI March 2019

Proposals shall be received NO LATER THAN 3:00 P.M. LOCAL TIME ON **WEDNESDAY, 27 MARCH 2019**. Proposals received after the above due date and time will not be considered, and will be returned, unopened, to the Proponent.

2.4 Submission Length, Format and Content

The required information must be provided by filling out the forms provided. In addition to the required forms, submissions may be a maximum of an additional 20 pages in length.

Submissions must be in a professional format, on letter size sheets, in a minimum 11 point Arial font.

Proponents must address the City's requirements as outlined in this document. Failure to respond to all of the Mandatory and Core Rated Criteria will disqualify the proposal.

2.5 Proposal Validity

Proposals shall remain valid and open for acceptance by the City for a period of **thirty (30) calendar days**, following the due date for 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.**

3.0 Evaluation

3.1 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.

Stage One: Mandatory Eligibility Requirements

The mandatory criteria are described in Section 4.0 and an eligibility checklist is provided in **Form 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. Incomplete forms will also disqualify the proposals from further evaluation.

Stage Two: Core Rated Criteria

The Core Rated Criteria are described in Section 5.0. 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.

3.2 Selection Methodology

The Selection Committee will be comprised of City staff. All submissions will be reviewed and scored using a consensus approach in relation to the criteria and points that are identified.

The City reserves the right to request clarifications 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.

4.0 Evaluation: Mandatory Eligibility Requirements

4.1 Financial Viability

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

- Proof of Incorporation,
- Annual Report for the two (2) most recent years available, and
- Audited Financial Statements*.

*If the Proponent does not have Audited Financial Statements, the Proponent must submit a letter from a financial institution or accountant providing assurance to the City that the Proponent has been, and is financially viable and solvent as a going concern, it has the financial capacity to complete the project, and that undertaking the project will not place any undue financial burden on the Proponent.

4.2 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 A**.

4.3 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 REOI.

4.4 Requirements of Partnership

Eligible partners must satisfy all of the following criteria:

- Have a existing rental housing portfolio in excess of 500 rental housing units
- Have experience in the construction and operation of mid-rise apartment buildings in excess of 100 dwelling units
- Be willing to provide an affordability period in excess of 55 years
- Ensure that 50% of the units are rented at less than 80% of Median Market Rent
- Be willing to ensure that 20% of all units meet accessibility standards and that the project be barrier free or demonstrate full universal design (or as required by CMHC)

5.0 Evaluation Core Rated Criteria

The selection of a partner is subject to Council approval. All of the respondents to this REOI will be evaluated against the following criteria by Housing Services Staff:

- (1) ***Proponent Team Competencies***: The Proponent is the lead organization who will be responsible for the design, construction and operation of the proposed building(s) once completed. This REOI is seeking a Proponent with

the existing ability and experience to properly manage and operate the new project. The following criteria will be considered:

- a. Years of Experience in Planning, Design and Construction: Identify the number of years' experience you have in the planning, design and construction of low and mid-rise apartment buildings. Identify the number of such projects that you have completed in a named list, with construction completion year.
- b. Years of Experience in Property Management: Identify the number of years' experience you have in the property management of affordable rental apartments (or rental apartment complexes) with upwards of 150 units. Identify the number of such apartments in a named list
- c. Qualifications and experience of staff: List the staff members who will be dealing directly with the design, capital and operational budgeting, planning and construction of the development and identify their qualifications and experience;
- d. Explain your organization's ability to manage complex projects in excess of \$40M in construction value and partnerships and manage the associated risks; and
- e. Explain your capacity to manage day to day planning, design, and construction activities that may arise on in the development of the project.

(2) ***Proponent Financial and Equity Requirements:*** Given the size of the development, a proponent must clearly demonstrate that they have the financial ability to manage risk and cash flow for a project of this size. While all Proponents are encouraged to contribute resources to the project that may include equity, in-kind contributions, benevolent financing, sweat equity, donations, support services, etc., for Proponents to be considered through this REOI, they must clearly demonstrate :

- a. the availability of a minimum contribution of \$1,000,000 in accessible cash reserves, that can be applied to the project without impeding in any way on the proponent's ability to operate their primary organization; and
- b. the ability to finance and manage large projects, in excess of \$40M and provide budgeting, financial review and monitoring for such projects.

(3) ***Organizational Structure and Property Management:*** Proponents must explain their organizational structure and provide a property management plan explaining how property management and tenant engagement for the building(s) will be carried out. The intent of this criterion is to illustrate how

capable the lead proponent is in terms of collaborating with additional partners and stakeholders and managing the project once complete. The following factors will be considered:

- a. Community Engagement and Development Initiatives
- b. Resident and Tenant initiatives
- c. Building and unit repairs, maintenance and management;
- d. Experience working with the City of Ottawa Centralized Wait List (CWL) for Social Housing;
- e. Financial systems and internal control processes that support effective management and accountability;
- f. A list of all members of the Board of Directors, and an explanation of relevant Board engagement, expertise and involvement in strategic planning and operations.

The successful proponent must also agree to include one or more additional not-for-profit housing providers or charitable organizations in the delivery, operation and ownership of at least one third (33%) of the dwelling units in the affordable housing development. If successful in acquiring the block of land, the City and successful proponent, subject to Council approval, shall together select one or more housing providers through a competitive process to include as partners in the development of the site.

6.0 Evaluation Scoring

6.1 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 REOI evaluation scoring process.

Stage Two Core Criteria	Max Score / Min Pass
1. Proponent Team Competencies	15 / 10.5
2. Proponent Financial and Equity Requirements	20 / 14
3. Organizational Structure & Property Management	15 / 10.5
Total Possible Score	50 / 35

7.0 Supplemental Information

7.1 Availability of Document

Copies of this Request for Expressions of Interest (“REOI”) are available from either the MERX Distribution Unit, telephone 1-800-964-6379 or via the Internet at www.merx.com, or by contacting the City’s Affordable Housing Branch at telephone 613-580-2424 x12300 or (AffordableHousingUnit@ottawa.ca). MERX and the City’s Affordable Housing Branch are the official and sole distributors of this REOI and any addenda. If a Proponent obtains this document by means other than through MERX or the City’s Affordable Housing Branch, the accuracy of the document and receipt of any addenda are the sole responsibility of the Proponent.

A Word version of the REOI is available to all Proponents. The document will be provided for the sole purpose of facilitating the preparation and presentation of a proposal in the response to this REOI. This REOI and any resulting addenda as published by MERX and the Affordable Housing Branch shall take precedence over the Word document issued by the City of Ottawa.

7.2 Inquiries

All inquiries and questions regarding this REOI must be directed to the Contracting Authority specified herein.

Contracting Authority:

Affordable Housing Unit Telephone: (613) 580-2424 x12300

E-mail: AffordableHousingUnit@ottawa.ca

7.3 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 Municipal Freedom of Information and Protection of Privacy Act.

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.

7.4 Conflict of Interest

Proposals are required to disclose to the City any potential conflict of interest. If a conflict of interest does exist as referred to above, 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 REOI 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.

7.5 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 REOI process, all requests for information or clarification are to be made in writing and directed only to the Contracting Authority.

7.6 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 REOI. 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 REOI submission by the Proponent without further consideration and terminate that Proponent's right to continue in the process.

It is the requirement of this REOI for the potential Proponent to treat all information obtained in connection with or arising out of this REOI 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 REOI and for the fulfillment of any related Agreement for the REOI 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 REOI 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 REOI 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 REOI, 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 REOI, and the submission of any Submission shall become the property of the City, and as a result, such Submissions 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.

7.7 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.

7.8 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 REOI.

7.9 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 REOI 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.

7.10 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.

7.11 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.

7.12 Limitation of Liability

- a. 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 REOI. While the City has used considerable efforts to ensure that all information contained in this REOI is accurate, the City does not guarantee or warrant that the information contained in this REOI or any supplemental documents is accurate, comprehensive or exhaustive. Nothing contained in this REOI is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this REOI.
- b. 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.
- c. 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 REOI.
- d. 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:
 - (i) 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 REOI;
 - (ii) asserting infringement of any patent or other intellectual property right by the Proponent in responding to this REOI.
- e. 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 REOI, 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 (a)(b)(c)(d) and (e) shall survive the termination of the REOI process and the execution of the partnering Agreement.

7.13 Amendments To and Cancellation of Process

The City reserves the right to amend, extend the closing, suspend, postpone, or cancel the REOI 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 – Mandatory Insurance Requirements

During the Construction of the Housing Project:

The Proponent shall take out and maintain during the construction of the housing project the following insurance, all in a form and with insurers acceptable to the City:

- (a) 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:

- (i) replacement cost value;
- (ii) stated amount co-insurance;
- (iii) waiver of subrogation; and
- (iv) 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.

- (b) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis.

The policy must include the following:

- (i) repair and/or replacement value;
- (ii) stated amount co-insurance;
- (iii) waiver of subrogation; and
- (iv) 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.

- (c) 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:

- (i) premises and operations;
 - (ii) owner's and contractor's protective liability;
 - (iii) broad form products and completed operations liability;
 - (iv) cross liability;
 - (v) blanket written and oral contractual liability;
 - (vi) all risks tenant's legal liability;
 - (vii) hoist liability;
 - (viii) fire fighting and forest fire fighting expense liability;
 - (ix) employer's liability and voluntary compensation;
 - (x) non-owned automobile liability;
 - (xi) directors, officers, employees, shareholders, legislators and officials involved in the project added as insureds and/or additional insureds;
 - (xii) 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;
 - (xiii) 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
 - (xiv) thirty (30) day, written notice of cancellation.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 Proponent shall provide and maintain during the term of the Contribution Agreement the following insurance coverage:

- (a) 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:
 - (i) Premises and Operations Liability;
 - (ii) Products and Completed Operations Liability;
 - (iii) Personal Injury Liability;
 - (iv) Elevator Liability, if applicable;
 - (v) Contingent Employer's Liability;
 - (vi) Owner's and Contractor's Protective Liability;
 - (vii) Contractual Liability;
 - (viii) Severability of Interest Clause;
 - (ix) Liability with respect to non-owned licensed motor vehicles; and
 - (x) Cross Liability,

and 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;

- (b) 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;
- (c) 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

- (d) 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 Proponent 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 Proponent may be required by the City to provide and maintain additional insurance coverage during the construction or operation of the housing project, at the City's sole discretion.

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

Form A – Eligibility Checklist

Mandatory Requirement from Section 4.0 of the REOI	Meets Requirement	
	YES	NO
<p>4.1 Proponent is an incorporated private or non-profit organization</p> <ul style="list-style-type: none"> ▪ Proof of Incorporation, ▪ Annual Report for the two (2) most recent years available, and ▪ Audited Financial Statements. <p>Where there are no Audited Financial Statements, a letter from a financial institution or accountant is included.</p>		
4.2 Mandatory insurance requirements have been reviewed		
4.3 Proponent is in good standing with the City of Ottawa		
<p>4.4 Proponents:</p> <ul style="list-style-type: none"> ▪ Have an existing rental housing portfolio in excess of 500 rental housing units ▪ Have experience in the construction and operation of mid-rise apartment buildings in excess of 100 dwelling units ▪ Are willing to provide an affordability period in excess of 55 years ▪ Ensure that 50% of the units will be rented at less than 80% of Median Market Rent ▪ Are willing to ensure that 20% of all units meet accessibility standards and that the project be barrier free or demonstrate full universal design (or as required by CMHC) ▪ Have a minimum of \$1M in cash equity readily available to support predevelopment costs for the project. <p>*** Respond 'yes' or 'no' to each of the bullets above</p>		