



THE CORPORATION OF THE COUNTY OF LANARK

REQUEST FOR PROPOSAL (RFP)

FOR:

**AFFORDABLE HOUSING UNITS IN LANARK COUNTY & THE
TOWN OF SMITHS FALLS**

RFP-2022-01

ISSUE DATE:	February 14, 2022
CLOSE DATE:	March 21, 2022 AT 12:00 P.M.
DELIVERY LOCATION:	Via Email to: kwills@lanarkcounty.ca

Section 1:**1.1 Background Information**

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

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

1.2 Funding/Participation Framework

The funding is up to 75% of the total capital cost per unit or \$150,000 per unit, whichever is less. Total capital costs include land, financing, hard (construction) and soft costs (consultant fees, design costs) less any HST rebate. Funding would be provided as a forgivable capital loan. A successful proponent would be required to commit the new housing unit(s) to providing affordable or rent-geared-to-income housing for thirty (30) years.

Funds may be used for a new build or for renovating existing non-residential structures. Units must be modest relative to community norms in terms of floor space and amenities, with rents at or below 80% of the average market rent for the service area as determined by the Canada Mortgage and Housing Corporation (or the County in the absence thereof CMHC data) for the entire loan forgiveness period. There must be a minimum creation of 10 units at affordable rent, with preference given to rent-geared-to-income. Proponents must be a registered non-profit / not-for-profit organization.

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

The following projects are not eligible:

- Secondary suites in owner-occupied housing
- Nursing and retirement homes
- Shelters and crisis care facilities
- Group living environments
- Owner-occupied housing
- Space currently occupied as residential
- Student residences

Funding is provided as a forgivable capital loan paid during construction. First payment will be after the Contribution Agreement is fully executed and registered on title, and copy of first building permit is provided and actual construction has started. Final payment will

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be at the end of the lien period. Actual payment milestones and amounts will be determined by the County and Proponent based on type of development and cash flow needs. There is no ongoing or operating funding.

In order to create as many affordable housing units as possible, the County may give priority to proposals that require less funding per unit.

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

The total amount of funding must be committed no later than December 31, 2022 in the form of a fully executed Contribution Agreement(s) between the Proponent(s) and County. All Proponents must be so advanced in the planning process that construction of their Project can begin no later than one hundred and twenty (120) days after signing the Contribution Agreement. Failure to commence construction within 120 days of signing the Contribution Agreement will be considered a default of the Agreement with no obligation for the County to provide any funding to the project. Proponents must be able to confirm that the planning approvals process is well advanced and that they can attain the necessary permits to begin construction within the restricted timeline. Projects must be completed within two years of the date of the Contribution Agreement.

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

1.3 Assumptions

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

- This RFP is limited to the creation of new affordable and rent-geared-to-income housing units through new construction, and conversion from non-residential buildings to residential, within the County and/or the Town of Smiths Falls. Preference will be given to rent-geared-to-income units.
- Funding is provided for capital costs associated with the development of affordable housing and rent-geared-to-income housing and does not provide for any ongoing or operating funding, including costs associated with the provision of support services.
- Proponents will be required to sign a Contribution Agreement with the County which sets out the term and conditions for the funding and will be registered on

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- title of the project, behind the primary mortgage, for a minimum of thirty (30) years. Annual reporting to the County will be required for the entire 30 year term
- Affordable housing rent must be a minimum of 20% below the Average Market Rent for the area as determined by CMHC, or in the absence of CMHC determination as determined by the County. Rent-geared-to-income units must house individuals directly from the County's community housing centralized waitlist and rent is to be calculated as prescribed by the County, typically at 30% of a household's income.
 - During the Term of the Contribution Agreement, the County may perform an operational review to confirm continued financial stability and adherence to the operating guidelines as set in this RFP and the Contribution Agreement.
 - All developments must meet the current requirements set out in the Ontario Building Code and the Canadian Environmental Assessment Act (CEAA) if applicable.
 - In accordance with the Energy Consumer Protection Act, 2010 s. 33(2) and O. Reg. 389/10 s. 39 (1) suite metering is mandatory in all new rental units in a residential complex as of January 1, 2011; however, the decision to bill tenants directly is at the discretion of each housing provider.

1.4 Unit Size and Bedroom Count

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

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

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

1.5 Affordability Criteria and Rents

Approved projects must remain affordable or geared-to-income for a minimum period of 30 years. Affordability is defined as having rents that are at or below 80% of CMHC Average

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Market Rent (AMR) or rent-geared-to-income as per provincial/County calculation at the time of occupancy (typically 30% of a household's income).

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

Rent increases after initial occupancy for affordable units shall be made in accordance with Rent Increase Guidelines and other rules established in the *Residential Tenancies Act* (RTA). Technically new rental buildings (built after 1991) are exempt from RTA rent increase guidelines, but the Administration Agreement for the program states that rent increases must follow the RTA rent increase guidelines, and must still remain at 80% of CMHC AMR or geared-to-income for eligible households

Average Market Rent

Unit Size	*Average Market Rent (AMR)	80% of AMR	Allowable Average Rent per Unit
Bachelor Units	**	**	**To be determined
1 Bedroom Units	\$823	\$658	\$658
2 Bedroom Units	\$1,010	\$808	\$808
3+ Bedroom Units	**	**	**To be determined

* Average Market Rent as provided by the Ministry of Municipal Affairs and Housing (MMAH).

** Average Market Rent data not provided by MMAH, therefore Allowable Average Rent per Unit to be determined by the County for these units.

Allowable rent tables are updated by the County annually.

1.6 Eligible Client Groups

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

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

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

- At least one member of the household must be 16 years of age or older and able to live independently.

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

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

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

1.7 Tenant Selection

Proponents will maintain their own waiting list for affordable units and will be required to verify household income to ensure units are offered only to households with total gross household income below the Household Income Limits (HILS), as set by the Province. Households must also meet local occupancy standards. Proponents will utilize the centralized waiting list for designated rent-geared-to-income units.

Proponents will select tenants from the County's community housing waitlist for rent-geared-to-income units as per County direction. Initial eligibility for RGI housing is determined by the County and ongoing eligibility is determined by the housing provider.

Section 2: Proposal Structure and Content Requirements

2.1 Proposal Submission Structure

The proposal document should be structured in sections that refer to the headings addressed in the Proposal Content Requirements of this section and should be numbered and tabbed accordingly.

2.2 Proposal Content Requirements

SECTION #	CONTENT
1	Organization Profile
2	Relevant Experience
3	Proposed Project Concept
4	Development Team
5	Financing and Operating Plan

2.2.1 Organization Profile

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

- a) Provide a general organization profile including verification of not-for-profit status, affiliations of the organization, and number of years the organization has been in existence.
- b) Address, and contact information for the proposing organization;
- c) Size of organization, number of employees both locally and other.
- d) Briefly describe mission and core services of the organization.
- e) Capacity of the proponent to complete the project.

2.2.2 Relevant Experience

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

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

2.2.3 Proposed Project Concept

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

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

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

2.2.4 Development Team

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

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

2.2.5 Financing and Operating Plan

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

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

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

Section 3: Proposal Process

3.1 RFP Schedule

The following timeline has been established:

ITEM	DATE
Request for Proposal issued	February 14, 2022
Deadline for Questions	March 11, 2022 at 4:00 pm
Receive Proposals	March 21, 2022 at 12:00 pm
Lanark County Approval	April 2022

Note: although every attempt will be made to meet all dates, the County reserves the right to modify any or all dates at its sole discretion.

3.2 Date & Place for Receiving Proposals

- a) Proposals will be received by email at: kwills@lanarkcounty.ca

3.3 Documentation

- a) Proposals are to be submitted electronically by emailing kwills@lanarkcounty.ca

3.4 Interview

An interview may be necessary with a number of proponents, but not necessarily all proponents, to assist in the evaluation process. Exact timing will be confirmed if necessary.

3.5 Negotiations

The County retains the right to negotiate the scope, work plan, and payment schedule of the preferred proponent prior to award and execution of the contract.

3.6 Communications & Addenda

All questions related to the Request for Proposal should be emailed to Kevin Wills at kwills@lanarkcounty.ca.

Deadline for questions is March 11, 2022 at 4:00 pm.

No oral explanation or interpretation shall modify any of the documents or provisions of this Request for Proposal. If required by the Corporation, addenda will be posted on the County's website (www.lanarkcounty.ca) at the following link: <https://www.lanarkcounty.ca/en/roads-trails-and-transit/bidding-opportunities.aspx>
It is the Proponent's ultimate responsibility to ensure all addenda have been received.

Proponents shall be required to acknowledge receipt of addenda on Appendix 1 (page 19 of this RFP).

3.7 Withdrawal or Substitution of Submission

A proponent may withdraw or substitute all or part of his/her proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that proponent for this proposal call.

A proponent may withdraw or qualify his proposal at any time up to the official closing time, by submitting a letter bearing the signature as in his/her proposal to the County, who will mark thereon the time and date of receipt and will place the letter in the Proposal box. No telephone calls or transmissions by facsimile will be considered.

3.8 Alterations or Variations

No alterations or variations of this document shall be valid or binding upon the County unless authorized in writing, in accordance with the process set out in paragraph 3.6 Communications.

3.9 Oral Explanation or Interpretation

No oral explanation or interpretation shall modify any of the documents or provisions of the Request for Proposal documents.

Section 4: Proposal Evaluation

4.1 Proposal Evaluations will be carried out based on the following criteria:

BEST VALUE EVALUATION CRITERIA	WEIGHTED PERCENTAGE
Organization Profile	20
Relevant Experience	20
Proposed Project Concept	30
Development Team	10
Financing and Operating Plan	20
TOTAL	100

Written Proposal Submission Requirements Evaluation Criteria:

Proponents will be scored on the basis of how well their response meets the criteria specified. The relative weight of each requirement to all other requirements is shown in the table above (Weighted Percentage).

4.2 Review Committee

The Review Committee will be comprised of staff from Lanark County. The selection of the successful proponent(s) will be made by Lanark County Council, upon review and recommendation by the Review Committee.

4.3 Acceptance of this Proposal and Contract

It is expected that there may be more than one proponent for this project. Upon selection, the successful proponent(s) will be invited to enter into a contract with the County.

The contract will be based on the specifications, terms and conditions expressed in this document, the successful proponent's proposal and documented negotiations.

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All proposals are to be submitted with the understanding that evaluation by the County does not result in the formation of a contract, nor does it create any obligation on the County to enter into any further discussions.

Proposals will be evaluated under the Criteria provided in Section 4.1 and on the information and references provided by Proponents, which rates how strongly and the ease at which the characteristics of proposals meet the needs of the County as stated in this RFP.

The Proposal that includes the lowest cost or any Proposal at all will not necessarily be accepted. The County reserves the right to reject any or all Proposals. The County also reserves the right to not proceed with the Project without stating reason thereof.

In the event a Proposal does receive a recommendation from the Review Committee, such proposal(s) will be the Proposal(s) which in the sole opinion of the Review Committee, provides the County with the best overall value. The County reserves the right to negotiate Terms of Reference including material used, with a Successful Proponent in discussions between Successful Proponent and Lanark County's Chief Administrative Officer, which may affect the end price of a potential contract.

The County reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons should such be determined by the County in its sole and absolute discretion to be in its best interest. Should only one Proposal be received, the County reserves the right to reject it.

The County of Lanark will prepare the Contract document for execution by both parties.

Section 5: Contract**5.1 Award and Potential Contractual Discussions**

The County does not guarantee that any proposal will produce a recommendation by the Review Committee or that any contract will ultimately be approved and endorsed by Lanark County Council.

In the event there is a Successful Proponent to this RFP but the end result of discussion/negotiations is not a contract approved by the County's Chief Administrative Officer, the County reserves the right and ability to either negotiate with the next highest scoring Proponent(s) in sequential order pursuant to the Best Value Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

Regardless of whether or not there is a Successful Proponent to this RFP and in the event that no contract is approved by the Lanark County Council for whatever reason, the Proponent in endorsing Appendix 1 does hereby acknowledge that no damages or liability

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flow from the inability for a contract to be reached and does hereby release and hold completely harmless the County for any costs or damages incurred by the Proponent in preparing a Proposal or discussing/negotiating with the County.

Failure to execute the Contract and to file all documentation, as required herein, within the specified time period shall be just cause for the cancellation of the Contract.

5.2 Indemnity and Insurance Requirements

The County expects the Proponent to be fully responsible for the Project Work. The Proponent in submitting a proposal hereby acknowledges that in any potential contract endorsed by Lanark County Council, it would be required as a Proponent to:

- i) Be fully responsible for all Project Work;
- ii) Release, indemnify and hold completely harmless the Corporation of the County of Lanark from any and all liability, including legal costs, which are attributable to negligence associated with the Project Work except for any negligence of the Corporation of the County of Lanark;
- iii) Carry a Commercial General Liability Insurance policy on an occurrence basis in an amount of \$2,000,000.
- iv) Carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its services in an amount of \$2,000,000, which is underwritten by an insurer licensed to conduct business in the Province of Ontario – such policy to be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;
- v) Provide an original (not a copy) proof of the insurance identified in 5.2 iii) and iv) above; and
- vi) Provide a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the Proponent's and all proposed Sub-Contractors, Sub-consultants or agents of any kind are in good standing with the Board.

Section 6: Other

6.1 Confidentiality and Freedom of Information

All information relating to the business and affairs of the County which is not a matter of public record is confidential. In the event of a potential contract being endorsed by the County's Chief Administrative Officer, any such agreement will include a confidentiality clause requiring the strict protection of such confidentiality by any Proponent.

All documentation submitted to the County by Proponents pursuant to this RFP is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended ("**MFIPPA**") which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner.

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Prior to the consideration of any proposal(s) at a public municipal Council meeting, the County will reasonably attempt to treat all proprietary and personal information contained in Proposals as confidential, in so far as such is reasonably allowable by the provisions of MFIPPA, as amended. The County, however, is required upon receiving a Freedom of Information request to release information as is reasonably allowable pursuant to MFIPPA legislation or upon lawful order. Proponents in endorsing Appendix 1 (page 20 of this RFP) does hereby fully release and hold harmless the County, including their respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of information authorized under the provisions of MFIPPA or lawful order.

When proposal(s) are considered before County Council, the Proponent does hereby consent to its Proposal, including all proprietary and personal information contained therein, becoming a part of the public record and being released to the public as part of the public agenda. The Proponent does hereby fully release and hold harmless the County, including its respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a municipal Council meeting.

6.2 Errors and Omissions

The County shall not be held liable for any errors or omissions in any part of this RFP. While the County has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the County, nor is it necessarily comprehensive or exhaustive.

6.3 Bid Cancellation

The County reserves the right to cancel this bid request at any time up to the Award of a Contract.

6.4 Legislative and Licensing Requirements

All Proponents and Proposals must comply with any law, including all legislation and regulations, which may be applicable to the services provided subsequent to the RFP.

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Please be advised that a condition of the agreement will be a requirement that the Successful Proponent comply with the applicable laws of Ontario and Canada, including the:

The Occupational Health and Safety Act (Ontario)
Ontario Human Rights Code
Pay Equity Act (Ontario)

Any agreement that results from this RFP will be subject to the laws of the Province of Ontario and Canada.

6.5 Incurred Costs

The County shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent(s) prior or subsequent to or by reason of the acceptance or non-acceptance by the County of any Proposal or by reason of any delay in the acceptance of a Proposal.

6.6 Ability and Experience of Respondent

The County will not award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and equipment / manpower to ensure acceptable performance and completion of the Proposal. Any proposal / tender will be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the opinion of the County.

6.7 Payment of Fees

The County will pay the Proponent the grant based on the completion of milestones. The timeline will be mutually agreed upon and appended to the agreement.

6.8 Performance

Any undue delays in the execution of the work and/or costs incurred by the County due to inefficiencies in performance on behalf of the successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Corporation, will be assessed to the successful Proponent.

6.9 Assignment of Contract

The successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the County's officials, which consent shall not be unreasonably withheld.

6.10 Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the County and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

6.11 Cancellation

- a) The County reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b) If the successful Proponent should neglect to execute the work properly, or fail to perform any provision of this Award, the County, after three (3) business days written notice to the successful Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Proponent. Continued failure of the successful Proponent to execute the work properly shall result in a termination of Contract. The County shall provide written notice of termination.
- c) The County may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Proponent.
- d) Either party may terminate the Contract by giving the other one thirty (30) calendar day's written notice, giving reasons acceptable to the other. A period of less than thirty (30) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e) Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

6.12 Proponent Expenses

Any expenses incurred by a Proponent in the preparation of the Proposal submission or incurred by a potential Successful Proponent in negotiating a potential contract with County Council are entirely the responsibility of the Proponent or the Successful Proponent and will NOT be charged to the Corporation of the County of Lanark.

6.13 Legal Claims

No proposal will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the County, or against whom the County has a claim or has instituted a legal proceeding against with respect to any previous contract without prior approval by Lanark County Council.

6.14 Conflict of Interest

The Proponent acknowledges that in making its Proposal, it does so without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

6.15 Reserved Rights

a) The Proponent acknowledges that the County shall have the right to reject any, or all, Proposals for any reason, or to accept any Proposals which the County in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Proposals will not necessarily be accepted and the County shall have the unfettered right to:

- i. Accept a non-compliant Tender/Request for Proposal;
- ii. Accept a Tender/Request for Proposal which is not the lowest Tender/Request for Proposal; and
- iii. Reject a Tender/Request for Proposal that is the lowest bid even if it is the only Tender received.

b) The County reserves the right to consider, during the evaluation of Proposals all or some of the following criteria in assessing a Proposal, none of which shall be binding on the County;

- i. Information provided in the Tender/Request for Proposal document itself, including but not limited to information relating to: the proponent's understanding of the project, quality of submission, cost savings, process improvements for the County, project schedule and cost;
- ii. Information provided in response to enquiries of credit and industry references set out in the Tender/Request for Proposal;
- iii. Past performance in the provision of services to the County or local municipalities in the County of Lanark;
- iv. Information received in response to enquiries made by the County of third parties apart from those disclosed in the Tender/Request for Proposal in relation to the reputation, reliability, experience and capabilities of the proponent;
- v. The manner in which the proponent provides services to others;
- vi. The experience and qualification of the Proponent's senior management, and project management;
- vii. The compliance of the proponent with the County's requirements and specifications;
- viii. Innovative approaches proposed by the proponent in the Tender/Request for Proposal, and,
- ix. The County's policies relating to tendering and issuing contracts to third parties.

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c) The Proponent acknowledges that the County may rely upon the criteria which the County deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a bid, the proponent acknowledges the County's rights under this Section and absolutely waives any right, or cause of action against the County and its consultants, by reason of the County's failure to accept the bid submitted by the proponent, whether such right or cause of action arises in contract, negligence, or otherwise.

6.16 Lobbying Restrictions

(a) Proponents, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the County's staff and members of Council.

(b) The County may reject any Bid by a Proponent that engages in such lobbying, without further consideration, and may terminate that Proponent's right to continue in the purchasing process.

(c) During a Bid Solicitation process, all communications shall be made through the Finance Department. No Proponent or person acting on behalf of a Proponent or group of Proponents, shall contact any elected official, consultant or any employee of the County to attempt to seek information or to influence the Award. Elected officials shall refer any inquiries about a Bid Solicitation process to the County's Financial/IT Systems Manager.

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APPENDIX 1

FOR THE PROVISION OF:	AFFORDABLE HOUSING UNITS IN LANARK COUNTY & THE TOWN OF SMITHS FALLS	
AS SUPPLIED BY:	_____	
	ORGANIZATION NAME	
	_____	_____
	ADDRESS	POSTAL CODE
	(HEREINAFTER CALLED THE PROPONENT)	

TO:	CORPORATION OF THE COUNTY OF LANARK, 99 CHRISTIE LAKE ROAD, PERTH, ON K7H 3C6 (HEREINAFTER CALLED THE COUNTY)
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THE RESPONDENT DECLARES

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in the Proposal or in the award for which this Proposal is made.
2. No member of any municipal Council and no officer or employee of the County is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
3. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same and is in all respects without collusion or fraud.
4. I understand that in submitting this Proposal, the lowest costed or any proposal at all will not necessarily be accepted and that an award under this RFP is required by Lanark County's Chief Administrative Officer.
5. I/We have read and understand the contents and requirements of this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto. By signing this responding submission, I confirm that the County has the legal right and ability to enforce the said provisions of the Request for Proposal as against the Proponent to the extent of its obligations as established herein and that it is estopped from pleading or asserting otherwise in any action or proceeding.

Dated at _____, Ontario this ___ day of _____, 2022.

_____ Name of Proponent (please print)

_____ Address

_____ Telephone _____ Facsimile _____ Email

APPENDIX 1 CONTINUED

Per: _____ Signature of Proponent

_____ (Name), _____ (Position)

I have authority to bind the _____ (business type)