



Region of Waterloo

PROPOSAL P2024-09

**REGION OF WATERLOO
SURPLUS LAND FOR AFFORDABLE HOUSING
1388 Highland Road West, Kitchener**

THE REGIONAL MUNICIPALITY OF WATERLOO

PROPOSAL - P2024-09

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ONLY BIDS SUBMITTED ELECTRONICALLY ON THE REGION'S WEBSITE WILL BE ACCEPTED. PAPER SUBMISSIONS WILL NOT BE ACCEPTED FOR THIS PROPOSAL.

THE FOLLOWING WILL BE COMPLETED AND/OR SUBMITTED ONLINE THROUGH THE REGION OF WATERLOO'S BID SYSTEM:

- i. TECHNICAL SUBMISSION**
- ii. SIGNING PAGE**

PROPONENT'S CHECK LIST

Before submitting your proposal, check the following points:

1. Have you uploaded the Technical Submission? _____
2. Are the documents complete? _____

NOTE: Your proposal will be informal and may be disqualified if ANY of the foregoing points (if applicable) have not been complied with.

SECTION A

INSTRUCTIONS TO PROPONENTS

SECTION A
INSTRUCTIONS TO PROPONENTS

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1. DESCRIPTION

This Request for Proposal (RFP) is for qualified developers for the development of affordable rental housing for low to moderate income households on surplus Regional lands municipally known as 1388 Highland Road West, Kitchener (“the Property”). The Region intends to transfer title to the Property for a nominal cost. Additional details can be found in Section C – Scope of Work.

2. CLOSING DATE AND TIME

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Region’s Bidding System not later than 2:00:59 p.m. eastern local time, on **MARCH 22, 2024**.

The closing time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an “*Internet Traffic Jam*” due to file transfer size, transmission speed, etc.

For the above reasons, the Region recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Region’s Bidding System web clock.

Bidders should contact the Designated Official listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Designated Official immediately.

Late Bids shall not be accepted by the Region’s Bidding system.

To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at:

<https://regionofwaterloo.bidsandtenders.ca/Module/Tenders/en>.

3. PROPONENTS TO REVIEW REQUEST FOR PROPOSAL (RFP)

Proponents should promptly examine all of the documents comprising this Request for Proposal (RFP) and may direct questions or seek additional information in writing through the Bidding System by clicking the “Submit a Question” button on or before the Deadline for Questions for the specified Request for Proposal document.

All questions or comments submitted by proponents will be deemed to be received once the email has entered into the Bidding System’s email inbox. No such communications are to be directed to anyone other than the RFP Contact. The Region is under no obligation to provide additional information and the Region is not responsible for any information provided by or obtained from any source other than the RFP contact. It is the responsibility of the proponent to seek clarification from the RFP contact on any matter it considers to be unclear. The Region is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

The deadline for questions is **MARCH 8th, 2024 at 4:00pm**. The Region reserves the right to not address questions received after the specified deadline for questions has passed.

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

- Jesse Clark, Procurement Specialist

4. BID DOCUMENTS

Only documents posted on the Region’s website are to be considered the “official” documents. The Region accepts no responsibility for the accuracy of information found on other websites. Bid documents are only published on the Region’s website at <https://bids.regionofwaterloo.ca>.

5. CLAIMS OR LITIGATION

The Region of Waterloo will not open and consider bids received from parties with whom the Region is in litigation or pending litigation unless approval allowing such is obtained by the bidder from the Council of the Region of Waterloo prior to the close of the bid.

Bids which are unopened pursuant to this policy will be returned to the proponents and no contract in regard to the bid process will be created as between the bidder and the Region of Waterloo.

The terms “litigation” and “pending litigation” are defined in the Region’s Purchasing By-law.

In order to obtain approval from Council of the Region to open and consider a bid, the bidder, before the close of the bid, must contact the Regional Clerk and the Manager of Procurement in writing at least one (1) week before the next regularly scheduled Council meeting, setting out the bidder’s request and any grounds to support the request. The bidder’s request will then be presented to Council for its consideration.

The Regional Clerk and the Manager of Procurement may be contacted at:

Regional Clerk's Office

150 Frederick Street, 2nd Floor

Kitchener, ON N2G 4J3

Fax (519) 575-4481

Information on the regularly scheduled Council meetings can be found at <http://www.regionofwaterloo.ca/en/regionalgovernment/agendasminutes>.

6. PROPONENT’S MEETING

The proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Property, the Project or the Agreement, and to confirm the accuracy or completeness of any information set out in the RFP Documents or otherwise made available to the proponent by or through the Region before submitting a proposal, either personally or through a representative and be satisfied as to the nature and location of the Property, local conditions, soil structure and topography, the nature and quality of the materials to be used, the equipment and facilities needed preliminary to and during the prosecution of the work, the means and access to the site, on-site accommodation, all necessary information as to risks, contingencies and circumstances as may affect the proposal, and other matters which can in any way affect the work under the Agreement.

The proponent is fully responsible for obtaining all information required for preparation of the proposal and for the provision of the equipment as proposed. It shall be the responsibility of the successful proponent to provide all of the necessary materials and labour required to fully satisfy the intent of this RFP and the Agreement.

The proponent's obligations set out in this Section 6 apply irrespective of any information contained in the RFP Documents or in responses to questions.

A pre-bid meeting will be held on-site Tuesday, February 21, 2024 from 2:00 p.m. – 3:00 p.m. This meeting is not mandatory; however, Proponents are encouraged to attend.

7. ADDENDA

- (a) If a proponent finds discrepancies in, or omissions from, the RFP Documents, or if they are in doubt as to their meaning, the bidder shall notify the Region.
- (b) The Region reserves the right, for any reason, to issue addenda to the proponents at any time prior to RFP closing. Addenda issued during the bidding period shall be allowed for by the proponent in submitting the bid.
- (c) Any information or changes to the requirements for this RFP opportunity will be posted on the Region's website <https://bids.regionofwaterloo.ca> in the form of an addendum. All addenda posted prior to the closing date shall be considered part of the contract documents. When an addendum is issued, the Region will attempt to send a notification email to all registered plan takers with a link to the addendum. The Region makes no promise or guarantees that addenda will be delivered by any means to any bidder nor is the Region responsible for computer malfunctions or delays, therefore, it is the proponent's sole responsibility to check the website for any addenda prior to the RFP closing. By submitting a proposal, the proponent acknowledges and agrees that they have checked the website and that their proposal incorporates all addenda.
- (d) No addenda will be issued within 48 hours of the closing date except to extend or cancel the RFP.
- (e) The Region encourages proponents not to submit their proposal prior to forty-eight (48) hours before the RFP closing time and date, in the event that an addendum is issued. If a proponent submits their proposal prior to this or at any time prior to the RFP closing and an addendum/addenda is issued by the Owner, the Bidding System shall WITHDRAW their proposal submission and change their proposal submission to an **INCOMPLETE STATUS (NOT accepted by the Region)** and the Withdrawn Proposal can be viewed by the Bidder in the "**MY BIDS**" section of the Bidding System. The proponent is solely responsible to:
 - i) make any required adjustments to their proposal; and

- ii) acknowledge the addendum/addenda; and
- iii) ensure the re-submitted proposal is **RECEIVED** by the Bidding System no later than 2:00:59PM local time, on the RFP Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same RFP opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts, that have created their own login, to manage (register, submit, edit and withdraw) proposal which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to: receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the RFP Call Document, to submit proposals electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.

8. CONTRACT REQUIREMENT

The accepted proponent will be required to enter into an Agreement with the Region, in the Region's form, within thirty (30) days of award by Regional Council.

9. TIMELINE OF IMPORTANT DATES

- 1) The following table summarizes important dates as it relates to the RFP. All dates are provided in good faith and may be subject to change and are to be viewed as a best estimate only. The Region may amend any one or more of the important dates, in its sole discretion, at any time prior to the RFP Closing Date for events that are to occur prior to or on the RFP Closing Date, including the RFP Closing Date; and at any time in the RFP Process for events that are to occur after the RFP Closing Date.

Table 1: Important Dates

Note: Dates are guidelines only and are subject to change.

RFP Release	February 6, 2024
Deadline for Questions	March 8, 2024
Deadline for Release of Final Addenda	March 15, 2024
RFP Closing Date	March 22, 2024
Proponent Interviews of Shortlist (if required)	Week of April 22, 2024
Regional Council Meeting (Award)	May/June, 2024
Agreement of Purchase and Sale Executed by Proponent	September 9, 2024
Agreement of Purchase and Sale to Regional Council	September 2024

10. PROPOSAL ACCEPTANCE

- (a) This proposal is irrevocable and open to acceptance by the Region up to and including, but not after 180 calendar days after the bid closing.
- (b) The lowest, or any proposal, will not necessarily be accepted.
- (c) The Region reserves the right to reject any or all proposals, including without limitation the lowest proposal, and to award the contract to whomever the Region in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the bid and RFP Documents.
- (d) The Region shall not, under any circumstances be responsible for any costs incurred by any proponent in the preparation of its proposal.
- (e) Without limiting the generality of the foregoing, the Region reserves the right, in its sole and absolute discretion, to accept or reject any proposal which in the view of the Region is incomplete, obscure, or irregular; uncertain, which has erasures or corrections in the documents, which contains exceptions, variations or qualifications; which omits one or more prices; or which otherwise fails to comply with the requirements herein.
- (f) The Region in its sole and absolute discretion, reserves the right at any time to re-bid or cancel the request for proposal, or negotiate a contract for the whole or any part of the project with any one or more persons whatsoever, including one or more of the proponents.

- (g) The Region reserves the right to communicate with one or more proponents following the bid close to clarify elements of the bids.
- (h) In the event of a tied proposal, the Region may evaluate and accept a proposal, in its absolute and sole discretion, based upon experience, efficiencies or cost considerations other than price. In the event of a tied proposal, the Region also reserves the right in its sole and absolute discretion to flip a coin as between the tied proponents or to cancel and re-issue the request for proposal.

11. DISQUALIFICATION OF PROPOSAL

- (a) The proposal must be legible in ink or typewritten and all items must be bid.
- (b) Bids which are incomplete, conditional, or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be disqualified at the sole discretion of the Region.
- (c) Each Proponent shall satisfy the Region, as to their ability and experience in developing and operating affordable rental housing project as presented in their Proposal. The Region will not transfer title to the Property to any Proponent that cannot furnish evidence satisfactory to the Region, in its sole discretion, that they have the necessary ability, dedication, equipment, capital and operating funds, and experience to provide the proposed project as outlined in this RFP document and the Proposal.
- (d) Subject to the Proposals received and evaluation recommendations from Selection Committee, the Region reserves the right:
 - a) To not award the Project to any Proponent that meets the eligibility criteria;
 - b) Not to allocate any other funding or incentives at all, for any reason;
 - c) To negotiate a Proponent's proposed rent level, identified tenant population, staffing model, unit types, number and sizes, and/or budget; and
 - d) To permit the Region to fill an identified housing need with available resources.
- (e) Should the Region consider non-compliance with the formal requirements of the proposal to be minor in nature, it reserves the right to waive such requirements at its sole discretion.

- (f) Proponents who have submitted proposals that have been disqualified by the Region because of informalities will be notified.
- (g) To not proceed with child care space on the Property.

12. WITHDRAWAL OF PROPOSALS PRIOR TO RFP CLOSING

- (a) Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the bidder is solely responsible to:

Ensure the re-submitted proposal is RECEIVED by the Bidding System no later than 2:00:59PM local time, on the RFP Closing Date.

- (b) The withdrawal of a bid does not disqualify a proponent from submitting another proposal on the same contract.

13. CONFLICT OF INTEREST

- (a) The proponent declares that no member of the Council of the Region and no officer or employee of the Region will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.
- (b) Should the proponent believe that a conflict of interest or potential conflict of interest exists, the proponent must disclose this information to the Region prior to the acceptance of the proposal. The Region may, at its sole discretion, withhold acceptance of the proposal until the matter is resolved to the Region's satisfaction.
- (c) The Region may disqualify a proposal if it believes that a conflict of interest or potential conflict of interest exists or it may, at its sole discretion, allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Region determines that it is in its best interests to do so.

14. CONFIDENTIAL INFORMATION OF THE REGION

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

- a) is the sole property of the Region and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the deliverables;

- c) must not be disclosed without prior written authorization from the Region; must be returned by the Proponent to the Region immediately upon the request of the Region.

15. CONFIDENTIAL INFORMATION OF THE PROPONENT

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

16. FREEDOM OF INFORMATION

The proponent acknowledges that any bid submitted shall become a record belonging to the Region and therefore is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. This provincial law gives individuals, businesses and other organizations a legal right to request records held by the Region, subject to specific limitations. The proponent should be aware that it is possible that any records provided to the Region, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the bid or suppliers could be requested under this law. **If the proponent believes that all or part of the proposal should be protected from release, the relevant parts should be clearly marked as confidential.** Please note that this will not automatically protect the submission from release, but it will assist the Region in making a determination on release if a request is made. The identity of all proponents, as well as total proposal prices, may be available to the public under the Region's Purchasing By-law.

17. COLLUSION AND PRICE FIXING

- (a) By submitting a proposal, the proponent certifies that:
 - (i) The prices in the proposal have been arrived at independently of those of any other proponent;
 - (ii) The prices in the proposal have not been knowingly disclosed by the proponent, and will not knowingly be disclosed by the proponent prior

to selection of the successful proponent, directly or indirectly, to any other proponent or competitor; and

- (iii) No attempt has been made, or will be made, to induce any other person to submit or not to submit a proposal, for the purpose of restricting competition.
- (b) The Region may disqualify a proposal if it believes that any of the prohibited acts in (a) have occurred.

18. ENTIRE AGREEMENT

- (a) The RFP Documents contain all the terms and conditions and requirements relating to the RFP.
- (b) Any other information, including but not limited to:
 - (i) verbal communications with any person including an elected official, officer, employee, agent or consultant of the Region;
 - (ii) written documentation from any source including from an elected official, officer, employee, agent or consultant of the Region;
 - (iii) past practices or qualifications accepted by the Region for prior request for proposals; and
 - (iv) any industry customs, are not relevant and should not be relied upon by the proponent unless such is specifically incorporated into the RFP Documents, or any addendum thereto, by the Region.

19. DISPUTE RESOLUTION

- (a) If the proponent has any complaint, disagreement or dispute whatsoever in regard to the manner in which the Region, its elected officials, officers, employees, or its consultants and advisors, has or is carrying out the bid which cannot be resolved then the proponent shall submit its complaint, disagreement or dispute in writing to the Region's Chief Financial Officer as soon as practicable and the Region's Chief Financial Officer shall investigate the complaint, disagreement or dispute forthwith and provide a written report as he or she deems necessary to the bidder with the results arising from such.
- (b) Any conclusions and recommendations of a written report from the Region's Chief Financial Officer will be implemented, as necessary, in the request for proposal unless such conclusions and recommendations are no longer possible because the request for proposal has been awarded or for any other

reason, in which case, the conclusions and recommendations will be considered and implemented, as necessary, by the Region for future request for proposals.

20. ALTERNATE PRICES

Alternate prices may be discarded or incorporated, as a whole and/or in part, into the bid price in the amounts indicated, at the absolute discretion of the Region of Waterloo and may be used to determine the low proponent.

21. ERRORS AND OMISSIONS

It is understood, acknowledged, and agreed that while this RFP includes specific requirements and specifications, the Region shall not be held liable for any errors or omissions in any part of this document. While the Region has used considerable effort to ensure an accurate representation of information in this document, the information contained in the document is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Region, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the proponents from forming their own opinions and conclusions with respect to the matters addressed in the document.

22. LOBBYING RESTRICTIONS

Proponents, their staff members, or anyone involved in preparing the Proposal shall not discuss directly or indirectly engage in any form of political or other lobbying whatsoever or seek to influence the outcome of this RFP process during the blackout period. This restriction extends but not limited to:

- a. Region and City of Kitchener staff,
- b. Regional Council and City of Kitchener Council, and
- c. any members of the media.

The Region may reject any Proposal by a Proponent that engages in such lobbying, without further consideration, and may terminate that Proponent's right to continue in the purchasing process.

During a RFP process, all communications shall be made through the Procurement Office. No Proponent or person acting on behalf of a Proponent or group of Proponents, shall contact any elected official, or any employee of the Region or City of Kitchener to attempt to seek information or to influence the Award.

23. PROPOSAL SUBMISSION

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Region's Bidding System not later than 2:00:59 p.m. Eastern local time, on the time specified in the bid document.

The closing time shall be determined by the Bidding System web clock.

Immediately following the closing of the bid, technical submissions will be extracted through the Region's electronic bidding system and verified and reviewed for compliance. Bidders who have submitted bids that have been disqualified by the Region of Waterloo will be notified.

The Proposal will be submitted online through the Region of Waterloo's Bid System as a document upload.

All prices in the proposal are to be in Canadian funds.

24. PROPOSAL FORMAT

Evaluation of proposals is made easier when proponents respond in a similar manner. The following format and sequence should be followed in order to provide consistency in proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

The proposal must be no longer than 12 pages in length (excluding appendices).

The Region recommend selection of a proposal on the basis of Proposals submitted, without negotiations. Therefore, each Proposal should contain the Proponent's best terms/information, including all required documentation and information. Where proposals intend to represent a formal partnership, the partnership must be evidenced with a written letter of understanding, written Memorandum of Understanding between organizations.

Note on partnerships: All partnerships must be evidenced by written letter of understanding or written Memorandum of Understanding between the proponents, outlining each Proponent's roles, function, and responsibilities. One agency is considered the "Lead Agency". Information for all agencies included within the proposal must be included with the bid submission in one envelope. Each agency does not submit their own individual submission.

25. EVALUATION CRITERIA

Proposals will be assessed on the basis of information provided in the technical bid submission and as well, any additional information provided during subsequent interviews/meetings, as required, to clarify the content of the bid submission.

Proponents are required to meet all 6 of the **mandatory** requirements listed below. If all **mandatory** requirements are not met, the Proponents proposal will not be considered.

Component	Assessment Criteria	Weight
Mandatory Requirements	• Evidence of incorporation. • Two most recent audited financial statements; if not available, additional information provided to substantiate or establish liquidity and debt management is required; • Commit to obtaining site plan approval for the proposed residential development and confirmation from the Chief Building Official for the City of Kitchener that a building permit is available to construct the proposed development within 12 months of execution of the Agreement; • Confirmation to maintain as affordable (as defined in this RFP) rental housing for not less than 30% of the units for a minimum of 30 years; • Confirmation to develop within the permitted height and maximum density for the site in accordance with the existing zoning regulations; • Acceptance of the Region's form of agreement.	Yes/No
Regional Objectives and Preferences	Program Objectives: • To build new, sustainable, long-term affordable rental housing, including housing available to lower-income households; • To build affordable housing (as defined in this RFP) that is truly integrated into the community and minimizes impact on neighbouring properties (e.g. through design excellence and use of high quality materials) and is consistent with the Highland Road West Project Design Guidelines and the City of Kitchener's Urban Design Guidelines;	

	• To create affordable housing (as defined in this RFP) that addresses economic, environmental and community sustainability; • To incorporate a Neighbourhood Communication Strategy into the design process to ensure the neighbourhood is engaged and has opportunity to provide feedback that reflects needs and preferences; • To build energy efficient and well-designed housing that delivers adequate unit sizes and provides for overall VisitAble; • To incorporate partnerships with organizations and agencies to address other community interests. Preferences: • Incorporate child care space on site; • Incorporate public art on the building façade; • Plan to have units remain affordable housing for a stipulated timeframe beyond the minimum term of the 30-years; • Propose more than 30% of the units at, or below, 80% Median Market Rent (MMR); • Commit to a smoke-free policy; • Involve partnerships with other organizations that address broader community interests and social development on a not-for-profit basis; • Commit to use apprentices, provide training of skilled labour and/or un/under employed individuals, or incorporate youth employment opportunities during construction; and • Plan construction and design to achieve low life cycle energy costs and high environmental and/or energy performance (e.g. Passive House, LEED, or net zero standards).	25
Proponent Qualifications and Partnerships	• The proponent has a proven track record in developing and managing affordable rental housing projects; • References; • Experience and expertise of project team; • The proponent and any/all partners identified in the proposal demonstrate the capacity and financial capability to	

	- undertake and operate the proposed development; • Previous experience working with proposed partner(s).	25
Project Concept and Design	• Alignment with the Building Better Futures initiative, including: ○ Accelerating the development of affordable housing by creating up to 2,500 new affordable homes between 2021 – 2026; ○ Creating healthy, safe and equitable communities through data, planning, zoning, and other tools; ○ Ensuring a mix of rural and urban housing options by creating communities across the region; ○ Respecting the global climate and environment by supporting green energy and active transportation. • Proposed clientele contemplated in unit design; • Site design and building materials proposed that are consistent with the Highland Road West Project Design Guidelines as well as the City's Urban Design Guidelines; • Landscaping, amenities and building features, including on site laundry facilities; • VisitAble design and 20% of units within the development meeting or exceeding accessibility standards in the Ontario Building Code. For new construction, all common areas must be barrier free or have full universal design applied. Repair/renewal project must have common areas which are barrier free; • Energy efficiency features that, for new construction, will either achieve a 25% decrease in energy consumption and Greenhouse Gas (GHG) emissions relative to the 2015 National Energy Code for Buildings or the 2015 National Building Code; OR a 15% decrease relative to the 2017 National Energy Code for Buildings. Repair/renewal projects must achieve a 25% reduction in energy use and GHG emissions relative to past performance; • Community Engagement Plan that illustrates how and when community will be engaged; • Project Construction Schedule showing major milestones.	30
Financial Plan	• Evidence of financial competence; • Equity contribution as a percentage of project cost; • Mortgage financing details;	

	• Depth of affordability of proposed rent levels; • Project Budget; • Financial viability of proposed capital/operating budgets to complete construction and operation of the Project.	20
	Total Potential Points	100

26. EVALUATION AND AWARD

Each Proponent's Proposal will be fully reviewed, evaluated, and scored by a Selection Committee made up of Regional employees from the Housing Services, Finance, Children's Services and Procurement departments, provided that the Proponent's proposal has first passed the mandatory requirements.

As part of the evaluation process, Proponent(s) and/or any third parties listed in the Proposal may be contacted to verify and/or provide clarification on the Proposal.

Proponent Interview (if required)

As part of the evaluation process, proponents may be required to attend an interview with members of the Selection Committee to clarify any information contained in the Proposal.

Evaluation

- 1) Each member of the Selection Committee will independently examine each Proposal and enter a mark for each evaluation component for the proposed project as outlined in the foregoing Table.
- 2) The Selection Committee as a group will discuss their individual assessments of the Proposals to arrive at a consensus assessment, based on the evaluation criteria.
- 3) The consensus assessment score for each evaluation component will be added together for a mark out of 100.

In order for a proposal to be considered by the Evaluation Committee, the proposal must meet all six (6) mandatory requirements.

The Region intends to enter into an agreement of purchase and sale, in the Region's form, with the selected proponent based on the technical submission together with the proponent's Project Budget and Project Construction Schedule obtained at the time of selection. The Region may negotiate any aspect of any RFP submission with one or more of the proponents at any time. Negotiations with any proponent shall not

oblige the Region to enter into a contract with any proponent or be construed as an acceptance of the RFP submission. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All or any prior agreements, representations, statements, negotiations, understandings, undertakings and proposals, either written or oral, relating to this subject matter are hereby superseded by this Request for Proposal.

Proponents are advised that this information is to be provided at their own expense. The Region may wish to interview proponents after submissions have been reviewed for clarification. However, should it be evident from the information provided that one proposal is clearly superior, the Region reserves the right to negotiate with that vendor to enter into a contract without soliciting proposals from others.

Proponents are further advised that no contract may result from the Request for Proposal.

27. EXCLUSION OF LIABILITY

The proponent acknowledges and agrees that the Region of Waterloo may be required to:

- a) make certain determinations or rulings in regard to the proponent's compliance or another proponent's compliance with the terms and conditions of the RFP;
- b) exercise any discretion that it has reserved to itself in this RFP, or that it has by law;
- c) make an award of the RFP whether to the proponent or to another proponent;
- d) cancel the RFP and re-issue the RFP for the Property and project in whole or in part at a later time; and/or
- e) to not proceed with child care space on the Property;
- f) cancel the RFP and all corresponding works.

(hereinafter referred to as a "Decision") in a manner or on grounds that the proponent disagrees or disputes.

In this regard, the proponent, by submitting a bid, acknowledges and agrees, notwithstanding any other terms and conditions of the RFP, any express or implied duties that the Region of Waterloo may owe the proponent, including without limitation any implied duty of fairness, or any remedies available to the proponent at law or in equity, that its sole recourse and remedy against or in regard to the Region

of Waterloo, its elected officials, officers, employees, or its consultants and advisors, arising from or related in any way to a Decision shall be in accordance with the Dispute Resolution paragraph of the RFP and that in **NO EVENT** shall the Region of Waterloo, its elected officials, officers, employees, or its consultants and advisors, be liable or responsible, in any way whatsoever, to the proponent, its officers, directors, employees, consultants, subcontractors, suppliers, sureties or insurers, for any claims, actions, causes of action, contracts, damages, including without limitation direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses, any lost profits, lost opportunities, expenses, costs, including without limitation any expenses or costs to prepare a proposal, or any other losses arising from or related in any way whatsoever to a Decision.

28. RECTIFICATION PROCESS

Notwithstanding any other term and condition in this RFP, upon the RFP closing date and receipt of the Proposals and following the procedures as set out in Section A, there will be a “rectification” period of two (2) business days in which the Proponents will have the opportunity to rectify any deficiencies in failing to provide a fully completed set of requirements.

If the Proposal does not include a fully completed set of requirements as set out in Section A, the Region, at its discretion, may provide the Proponent an opportunity to rectify the deficiencies within two (2) business days by 2:00:59 p.m. EST.

Proponents must submit the information in person (or as otherwise directed in the Rectification Notice) to the Procurement Office by the required day and time as noted in the Rectification Notice. **This timeline is considered mandatory and no extensions will be provided.**

The Procurement Office will issue Rectification Notices by email to the Proponent Contact. The Proponent must ensure that any contact information is current and up to date.

Proponents which do not comply and fail to provide the required information within the rectification period will be disqualified and excluded from further consideration.

29. CONTRACTOR/PROPONENT PERFORMANCE EVALUATION

The Region of Waterloo, at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the Region of Waterloo. The results of the formal performance evaluation shall be provided to the Contractor.

If the Proponent obtains a score of less than 80% on one performance evaluation on one contract then the Region of Waterloo shall place the Proponent on probation for a period of two years from the date that the Region of Waterloo gives the Proponent notice of the probation. If a Proponent receives a score of less than 80% on a performance evaluation for a contract during a probation period then the Region of Waterloo shall suspend the Proponent for a period of two years from the date that the Region of Waterloo gives the Proponent notice of the suspension and the Region of Waterloo shall not open and consider any bids or otherwise acquire any goods or services from the Proponent. At the conclusion of the suspension period, the Region of Waterloo may open and consider bids from the Proponent, and otherwise acquire any goods or services from the Proponent, but the Proponent will be on probation for a one year period commencing on the date that the suspension concludes.

The Proponent may, within 15 days of receipt of a performance evaluation, write to and request that the Region's Chief Financial Officer review the performance evaluation in relation to the grounds as set out in the Proponent's written request. Upon receipt of a written request, the Chief Financial Officer shall review the performance evaluation based on the grounds set out in the request and the Chief Financial Officer shall have all the authority to either revise or confirm the performance evaluation. At the conclusion of the review, the Chief Financial Officer shall advise the Proponent in writing of his or her decision and the Proponent agrees to be bound by such without any further right of review or appeal to any court or other body having lawful jurisdiction.

This provision shall not limit the ability of the Region of Waterloo in any way to utilize third party references, internal references, performance evaluations or other information when considering this or any other bid.

The Region's performance evaluation process shall not limit any other rights or remedies of the Region of Waterloo including those rights and remedies as set out in the Agreement.

The Proponent agrees to the terms of the performance evaluation process as set out herein and shall adhere, both during and after the term of the Agreement, as applicable.

SECTION B
GENERAL TERMS AND CONDITIONS

SECTION B
GENERAL TERMS AND CONDITIONS

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SECTION B – GENERAL TERMS AND CONDITIONS**1. ASSIGNMENT OF CONTRACT**

This contract may not be assigned, sub-contracted, or let out in whole or in part, without the prior written consent of the Region.

The Proponent shall not change its shareholders (unless the Proponent is a company whose equity securities are listed on a recognized stock exchange), Proponent team members, partners, proposed consultants, subcontractors or other parties identified in the Proponent's proposal without the prior written consent of the Region of Waterloo.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contract document shall consist of:

- a) an executed Agreement of Purchase and Sale and schedules thereto;
- b) addenda to the RFP;
- c) the proponent's bid and any subsequent negotiated changes; and
- d) the RFP, including Terms and Conditions, Instructions to Proponents, Specifications.

These documents, and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The successful proposal shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract. Any and all bid conditions may be included at the discretion of the Region as part of the final negotiated and approved contract.

The Region reserves the right to include additional terms and conditions during the process of contract negotiations. These terms and conditions shall be within the scope of the original RFP document and contract documents and shall be limited to cost, clarification, definition, and administrative and legal requirements.

3. INSURANCE

During the RFP process the proponent is required to obtain, and to cause all proponent team members, consultants, and agents to obtain, and at all times keep and maintain in force, the insurance as set out in this Section 3, whenever the proponent, a proponent team member, its directors, officers, employees, consultants, agents or representatives are present at the Property or at any facilities

or premises of the Region for any purpose whatsoever so as to protect and indemnify and save harmless the Region of Waterloo:

a) **General Liability Insurance:** The proponent shall maintain liability insurance acceptable to the Region of Waterloo throughout the term of this Agreement from the date of commencement of work until one year from the date of substantial performance of work. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all applicable coverage extensions/endorsements available, in an amount of not less than \$5,000,000 per occurrence. Such insurance shall name Region of Waterloo and any other person or party identified in the contract documents, as an additional insured with a cross liability endorsement and severability of interests provision. The policy SIR/deductible shall not exceed \$100,000 per claim (unless approved by risk management) and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

b) **Owned and Non-Owned Automobile Liability Insurance:** The proponent shall maintain liability insurance on all Owned, Non-Owned and Leased Automobiles used in the performance of this project to a limit of \$2,000,000 per occurrence throughout the term of this Agreement from the date of commencement of work and until one year after the date of substantial performance of work.

c) **Provisions: As a condition of allowing access to the Property or to the facilities or premises of the Region,** the proponent shall forward a Certificate of Insurance, satisfactory to the Region, evidencing this insurance and thereafter on or prior to the expiry of the insurance coverage. The Certificate shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten 10 days if cancellation is due to non-payment of premium) prior written notice by certified mail to the Region of Waterloo.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the proponent and that this coverage shall preclude subrogation claims against the Region of Waterloo and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Region of Waterloo and any other person insured under the policy shall be considered excess of the proponent's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the proponent's obligation to fully indemnify the Region of Waterloo under this Agreement.

The Region of Waterloo reserves the right to modify the insurance requirements as deemed suitable. If the Region of Waterloo requests to have the amount of insurance increased or to obtain other special insurance for this Project then the proponent shall endeavour forthwith to obtain such increased or special insurance.

4. WORKPLACE SAFETY INSURANCE BOARD

As a condition of allowing access to the Property, or any facilities or premises of the Region, the Proponent must register as an employer or independent operator (as the case may be) with the Workplace Safety and Insurance Board (WSIB). Prior to accessing the Property, the proponent shall enrol in the WSIB e-Clearance service and provide the Region with a Clearance Certificate Number through the e-Clearance service. The proponent must maintain its account with the WSIB in good standing throughout the duration of the Agreement, and shall ensure that its e-Clearance is automatically renewed prior to its expiry. At no time may work proceed or continue under this Agreement in the absence of a current Clearance Certificate Number from the WSIB.

5. INDEMNIFICATION PROVISION

The Proponent, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Region of Waterloo, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death, or illness due to viral infection including but not limited to COVID-19 or any other communicably transmitted illness or virus, business interruption of any kind), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the actions of the Proponent, its agents, employees and sub-contractors, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Proponent, its agents, employees or sub-contractors.

SECTION C
SCOPE OF WORK

SECTION C – SCOPE OF WORK

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1. DEFINITIONS

Addendum or Addenda: a document or documents issued by the Regional Municipality of Waterloo (“the Region”) as a supplement to this Request for Proposals (“RFP”) that explains errors, inconsistencies, provides clarification or responses to questions submitted by Proponents or otherwise details or updates information provided in the Request for Proposals.

Affordable Housing: housing facilities in which the average rent for each unit, inclusive of all utilities, is less than, or equal to, 80% of the most recently released Median Market Rent (MMR) levels published by Canada Mortgage and Housing Corporation (CMHC) for Waterloo Region.

Agreement: a binding agreement between (2) two parties to provide services to be executed between the Region and the Successful Proponent pursuant to the terms of the RFP.

AODA: Accessibility for Ontarians with Disabilities Act and the regulations enacted under the AODA as amended.

Award: authorization to proceed with the Agreement process with the Successful Proponent.

Bidder: an alternative term for Proponent.

Council: means the Council of The Regional Municipality of Waterloo.

General Conditions: the conditions which apply to the RFP as a whole and any subsequent Agreement - which the Proponent must adhere to during the Request for Proposal process and during the term of any Agreement following an Award.

Head: the most senior person of a participating municipality, who is responsible or oversees a range of activities such as a Department/Division Head, Commissioner, and/or Deputy CAO of a participating municipality.

Market Rent: the price of a rental property that is determined by the demand and supply of the market.

Proponent: any entity submitting a proposal in response to this RFP.

Proposal: the offer contained in a document submitted in response to this RFP by a Proponent.

Request for Proposal (RFP): the submission of a Proposal that meets the bidding procedures, general terms and conditions, specifications, sections and appendices and all addenda required.

Region: The Regional Municipality of Waterloo.

Selection Committee: the Committee consisting of Regional employees who are responsible for the review and evaluation of the Proponents submitted proposal.

Strategy: the Region of Waterloo Affordable Housing Strategy.

Successful Proponent: the selected Proponent that is moving forward with the process to enter into an Agreement.

Waterloo Region Housing Coordinated Access Waiting List: is the waiting list for Community Housing in Waterloo Region. The list is maintained by the Community Housing Access Centre. More than 50 Community Housing providers (landlords) go to the waiting list for applicants when they fill a vacant unit.

2. DESCRIPTION OF THE PROGRAM

In 2021, the Region of Waterloo established the Building Better Futures initiative, which sets a clear target for the Region to work alongside federal, provincial, non-profit and private sector partners towards the creation of 2,500 new affordable homes across the Region. This strategy includes identifying vacant, Regional lands for the purpose of developing affordable housing. As the Region undertakes this analysis, it has identified a surplus site at 1388 Highland Road West, Kitchener (the “Property”) suitable for affordable rental housing.

As per the terms and conditions of this RFP for affordable rental housing, the Region of Waterloo invites non-profit and private sector proponents to submit proposals for affordable rental developments on the Property. The Region intends to convey the Property to the successful Proponent for nominal consideration (pursuant to the terms of the Agreement of Purchase and Sale) to support the development and long term operation of new affordable rental housing units (as defined in this RFP and the Agreement of Purchase and Sale.)

Site Details

The Property is located between Ira Needles Blvd and Westforest Trail, north of Highland Road West. The site previously had a single family dwelling. The single family dwelling was demolished when the Region purchased the lands to act as a staging area for Highland Road improvements. Upon completion of the Highland Road improvements, the site was declared surplus to the Region’s needs save and except for a Regional road widening requirement along the south side of the property. The Region obtained a Record of Site Condition for the Property, filed November 30, 2022.

The Property is legally described as Part of Lot 38, German Company Tract, being Parts 1 and 2, Twp of Waterloo as in 389358, in the City of Kitchener, PIN 22698-0211(LT). The Region of Waterloo will be retaining the southern portion of the Property described as Part 1 for road widening. The Property is 4,592.3 m², with approximately 4,119.1 m² available for residential development under this RFP, and approximately 473.2 m² subject to the Regional road widening. A copy of the Reference Plan is attached as Appendix 5.

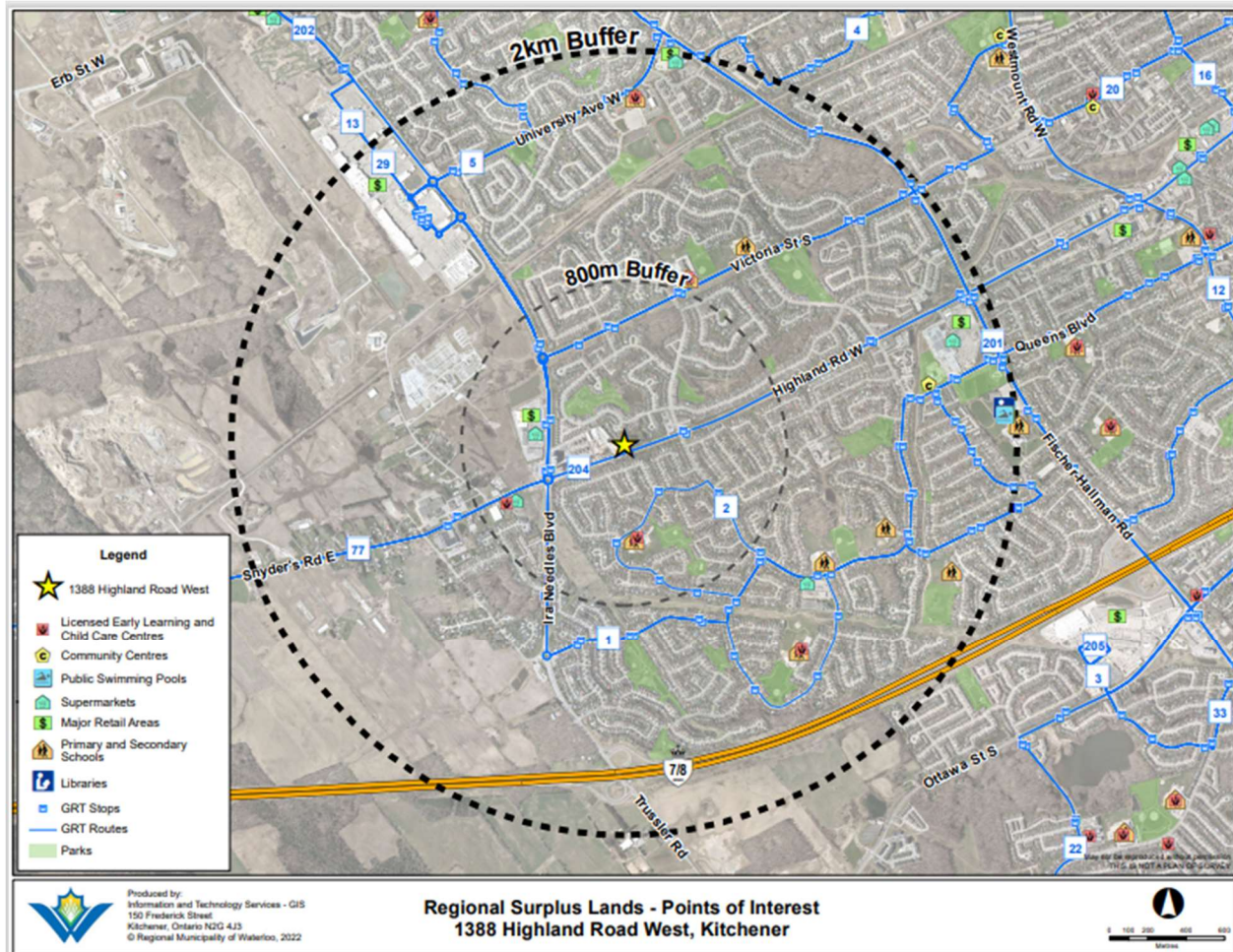
The City of Kitchener Zoning By-law 2019-051 identifies the subject property as High Rise Residential Seven Zone [RES-7 provisions (339), (35H)]. For provision (339), the following shall apply:

- a) Section 4.19 (Transition to Low-Rise Residential) shall not apply;
- b) The minimum building height shall be 9 metres; and
- c) Street townhouse dwelling and cluster townhouse dwelling shall be permitted to a maximum combined floor space ratio of 0.6 in accordance with the applicable regulations of the RES-5 zone.

For provision (35H), the following shall apply: no development on the lands shall occur until such time as an Urban Design Brief is approved by the *City's* Director of Planning demonstrating an appropriate transition in built-form can be provided to adjacent *low-rise residential zones*.

The RES-7 zone permits a maximum building height of 25 metres and a maximum Floor Space Ratio of 4.0. The Region of Waterloo undertook a minor variance for the Property to permit a minimum parking rate of 0.68 parking spaces per dwelling unit, inclusive of visitor parking, whereas a minimum parking requirement of 1.1 parking spaces per dwelling unit, inclusive of visitor parking, is required under Zoning By-law 2019-051.

Location Map



Site Map



Agreement of Purchase and Sale for the Property

The successful Proponent will be required to enter into the Region's form of Agreement of Purchase and Sale (sample attached as **Appendix 1**) within 30 days of Regional Council award of the successful proposal. Key components of the Agreement of Purchase and Sale are:

- The Agreement will be conditional upon the Proponent obtaining satisfactory financing to complete construction of the proposed residential development within 30 days; obtaining site plan approval for the proposed residential development and confirmation from the Chief Building Official for the City of

Kitchener that a building permit is available to construct the proposed development within 12 months of execution of the Agreement;

- Transfer of title to the Property will be subject to the Region's option to re-purchase the Property for nominal consideration, free and clear of all encumbrances, in the event the Proponent fails to meet certain performance milestones (i.e., commencement and completion of construction) as set out in the Proponent's own construction schedule submitted with the proposal or in the event the Proponent proposes to sell, lease or otherwise dispose of the Property without the Region's consent;
- Any proposed applications for minor variance for set-backs and other changes that do not affect the permitted height or density will require the prior consent of the Region;
- Proponent will agree to maintain the number of units that comprise, at a minimum 30% of the residential units of the proposed development (at the number identified by the Proponent) at a defined "affordable" rent amount for a stipulated term not less than 30 years. "Affordable" is defined as being a rent that is at or below 80% of Median Market Rent, inclusive of utilities;
- To secure the Proponent's performance of its continuing obligations to maintain a minimum number of residential units at affordable rents for the stipulated term in the Agreement of Purchase and Sale a mortgage back to the Region in the principal amount equal to the appraised value of the Property, plus interest at Prime Rate plus 2%, to be registered on title to the Property in second priority to construction/take-out financing;
- Proponent will be fully responsible to undertake and complete construction in accordance with all governmental approvals; and
- Consent of the Region will be required for any proposed transfer, sale, lease or other disposition of the Property prior to the expiry of the minimum stipulated term.

The Region reserves the right to make any amendments to the form of Agreement of Purchase and Sale it determines reasonably necessary.

Eligibility Requirements

The following proponent types will be considered: private sector, non-profit, charitable corporation, municipal non-profit, co-operative, and private/non-profit partnership.

Proponents that are not eligible include:

- Purpose-built student housing;
- Nursing and retirement homes;
- Shelters and crisis care facilities;
- Condominium; and
- Transitional or time-limited housing without security of tenure.

Proponent must be able to execute the Region's form of Agreement of Purchase and Sale (see **Appendix 1**) within 30 days of Regional Council approval of the selected proposal. The Agreement of Purchase and Sale will be conditional upon Regional Council approval and the Proponent having construction financing, all municipal approvals (minor variances to modify existing zone, except for increases in height or density, site plan approval and confirmation from the City of Kitchener Chief Building Official that a building permit is available for the proposed development) within 12 months of signing the Agreement. No applications for zone changes will be permitted.

Proponents must demonstrate experience and expertise in project development, residential construction and property management, and being in good standing as an existing housing provider, as applicable. Proponents must demonstrate the capacity and financial capability to undertake the proposed development.

The Region has a key program objective to promote and support the use of apprentices and the training of skilled labour. Successful proponents would be required to incorporate this element into the contractor selection process. Successful proponents must ensure that all contractors and sub-contractors hired actively implement initiatives/activities to promote or support apprentices and submit associated reporting as required.

RFP submissions should be designed to achieve a maximum number of Program Objectives and Preferences. The Region of Waterloo reserves the right to prioritize projects on the basis of which a project achieves the program objectives and preferences.

A successful proponent will be required to enter into an Agreement with the Region of Waterloo for a minimum of 30 years, or as otherwise prescribed, to ensure that affordability goals are met and properties are well maintained. Proponents are encouraged to review the conditions and requirements included in the sample Agreement in Appendix 1. Regional Council reserves the right to include such additional

terms and conditions governing the provision of assistance to a proponent as may be required.

The Proponent must demonstrate organizational, financial, and management capacity to operate an affordable rental housing building and meets the terms and conditions of funding, including accurate, complete, and timely reporting, as demonstrated in this Proposal and by its past record.

The Proponent confirms that, if successful in this RFP, they will meet all the conditions of and sign the Agreement (See **Appendix 1** for a sample).

Program Objectives

The Region is seeking proposals that achieve as many of the following program objectives as possible:

- To build new, sustainable, long-term affordable rental housing, including housing available to lower-income households;
- To build affordable housing that is truly integrated into the community and minimizes impact on neighbouring properties (e.g. through design excellence and use of high quality materials) and is consistent with the Highland Road West Project Design Guidelines and the City of Kitchener's Urban Design Guidelines;
- To create affordable housing that addresses economic, environmental and community sustainability;
- To incorporate a Neighbourhood Communication Strategy into the design process to ensure the neighbourhood is engaged and has opportunity to provide feedback that reflect needs and preferences;
- To build energy efficient and well-designed housing that delivers adequate unit sizes, provides for overall VisitAble;
- To incorporate partnerships with organizations and agencies to address other community interests.

Preferences

Preference will be given to proposals from experienced housing providers that can deliver units that address local housing needs. Preference will be given to proponents that:

- Plan to have units remain affordable housing for a stipulated timeframe beyond the minimum term of the 30-years;
- Propose more than 30% of the units at, or below, 80% Median Market Rent (MMR);
- Construct space appropriate for use as a child care facility and commit to working

in partnership with the Region of Waterloo Children’s Services to facilitate the operation of a child care space (see **Appendix 3** for addition details);

- Incorporate public art in the building façade;
- Commit to a smoke-free policy;
- Involve partnerships with other organizations that address broader community interests and social development on a not-for-profit basis;
- Commit to use apprentices, provide training of skilled labour and/or un/under employed individuals, or incorporate youth employment opportunities during construction, and
- Plan construction and design to achieve low life cycle energy costs and high environmental and/or energy performance (e.g. Passive House, LEED, or net zero standards).

Affordability Targets

Integration of a mix of households with different social and economic circumstances is an ongoing objective. Therefore, at least 30 per cent of unit rents should be at or below 80 per cent of CMHC Median Market Rent. The proponent can propose a range of rent levels for the remaining 70 per cent of the units.

Table 4: Current Median Market Rents (MMR) for Apartments in Kitchener West Zone and Target Monthly Rents (2024)

Unit Size (Number of Bedrooms)	Median Market Rent	Target Rent (80 per cent of MMR)
One-bedroom	\$1,214	\$971
Two-bedroom	\$1,430	\$1,144
Three-bedroom+	\$1,487*	\$1,190

*Figures were suppressed for Kitchener West therefore figures were used for Kitchener East as the site is on the border of Kitchener West & East.

These rent targets are based on the inclusion of utilities (heat, hydro, water, hot water). Proponents intending to have the tenants pay some or all of the utilities must propose reductions to the target rents listed in the Table 4 and provide rational or supporting information for the proposed reduction. The impact of utilities and other charges (i.e. parking, storage lockers) to be paid by the tenants on rent levels will also be considered in evaluating RFP submissions.

The Region, at its option, may require the Proponent to enter into a rent supplements agreement for up to 25% of the units in the Project at any time during the term of the

Agreement. The tenants subject to the rent supplements agreement will be selected from the Waterloo Region Housing coordinated access waiting list. Potential rent supplement units would not be units at or below 80% MMR. The units subject to rent supplements will be rented at market rate by the Proponent, with a portion of the rent being paid by the tenant and the remainder being paid through the rent supplements program in agreement with the Region of Waterloo.

Income Verification

Income limits establish the maximum amount of gross annual income that households may have to be eligible to occupy a unit at or under 80% MMR (see **Table 5**).

Table 5: Household Income Limits by Bedroom Size for Units at or Under 80% MMR*

Unit Type	Maximum Income
Bachelor	\$36,000
One Bedroom	\$46,000
Two Bedroom	\$55,000
Three Bedroom	\$63,000
Four + Bedroom	\$83,000

*As of 1 Jan 2024

Planning and Design Requirements

Preference will be given to proposals that integrate good urban design elements, demonstrate enhanced energy efficiency and accessibility features, and meet the City of Kitchener’s planning objectives and design guidelines, in addition to basic site-specific development requirements.

The selected Proponent must agree to develop the Property within permitted maximum density and height requirements as well as the existing zoning category that applies to the property. Minor variances may be sought for set-backs and other changes that do not affect the permitted height or density.

If unclear on the zoning regulations, the proponent should consult with the City of Kitchener prior to submitting their proposal. The successful proponent will be responsible for completing and obtaining all necessary development approvals in a timely manner and will be expected to work collaboratively with City of Kitchener staff to achieve design excellence and true community integration. Submissions must include how the development will meet the Region’s Highland Road West Project Design Guidelines and the City of Kitchener’s Urban Design Guidelines Manual, and how the proposed development is compatible and connected with the existing surrounding area and promoting of transit supportive development and complete communities.

Submissions must include:

- a site plan and conceptual building designs/renderings;
- a design brief that:
 - demonstrates how the development will meet the Region’s Highland Road West Project Design Guidelines and the City of Kitchener’s Urban Design Guidelines;
 - identifies any minor variances requirements for which the proponent will apply;
 - acknowledges and responds to key planning themes identified through initial community feedback, including compatibility, height, privacy, green space, parking and traffic.
- a strategy for meaningful community engagement with neighbouring residents.

The successful proponent will be required to submit additional studies and plans as part of the City of Kitchener’s development approval process. While not a requirement of this RFP, proponents will need to be prepared, if successful in their bid, to submit all required studies and plans including but not limited to: a scoped Transportation Impact Assessment, a landscape/open space design brief, a more detailed urban design brief and engineering plans.

The average and minimum unit sizes listed in **Table 6** should be considered as guidance. Proposed unit sizes will be reviewed in evaluating RFP submissions. Bachelor units may make up no more than ten per cent of the total units.

Table 6: Target Unit Sizes by Type
Unit Sizes (Number of Bedrooms)

Unit Type	Bachelor	1-Bed	2-Bed	3-Bed	4-Bed	5-Bed
AVERAGE	450 ft ²	592 ft ²	725 ft ²	1,000 ft ²	1,175 ft ²	1,300 ft ²
	41.8 m ²	55.0 m ²	67.4 m ²	92.9 m ²	109.2 m ²	120.8 m ²
MINIMUM	430 ft ²	525 ft ²	650 ft ²	900 ft ²	1,100 ft ²	1,200 ft ²
	40.0 m ²	48.7 m ²	60.4 m ²	83.6 m ²	102.2 m ²	111.5 m ²

The Region espouses to designs that are inclusive of all residents and allows basic access to everyone regardless of age and level of mobility. VisitAble housing is based on the concept that individuals who use wheelchairs, walkers, or have some other form

of mobility impairment, or a parent with a stroller, can move freely throughout the main level of a home or unit in an apartment building. VisitAble housing has three main features:

- Provide a no-step entrance (at the front, back or side of the house);
- Wider doorways and clear passage on the main floor and common areas in apartments; and
- A main floor bathroom that can be accessed by visitors who use mobility devices.

Proponents are to indicate how their proposal addresses the three features of VisitAble housing. Additional information on VisitAble housing can be found through the Waterloo Region dot org website, [VisitAble Housing](http://www.waterlooregion.org/visitable) section

(<http://www.waterlooregion.org/visitable>). Additional accessibility or universal design features proposed of the building should also be indicated in the submission.

Proponents that target housing for persons with disabilities are also encouraged to provide accessible units with features and design details above the minimum Ontario Building Code requirements and Accessibility for Ontarians with Disabilities Act and indicate how these features address their specific target group's needs.

Sustainability Measures

The affordable housing built under this Program must minimize lifecycle energy costs and achieve high environmental performance of construction and building materials based on current established principles, practices, materials and standards.

Proponents must ensure that their project(s) are designed to achieve a minimum 25 per cent decrease in energy consumption and Greenhouse Gas (GHG) emissions outlined in the requirements of the 2015 National Energy Code for Buildings (NECB) or the 2015 National Building Code (NBC) ("base case"), or a 15 per cent decrease relative to the 2017 National Energy Code for Buildings. Preference will be given to those who follow established best principles and practices, such as the principles of net zero energy and GHG emission buildings, in accordance with the principles of the Canadian Green Building Council (CaGBC) Zero Carbon Building Standard, LEED Silver or higher standards, Passive House standards, or other established practices and standards that aim to minimize lifecycle energy costs and achieve high energy efficiency and performance. Applicants should ensure that they clearly state if their projects will exceed the minimum requirements and by how much. They should also indicate which, if any, standards they intend to meet and how they will show they have been met.

Proponents will include energy efficiency features in the building and Energy Star-rated appliances. Energy efficient features may include but are not limited to: heating, cooling and or ventilation systems (describe your proposed system); use of light-emitting diode

(LED) lighting in all common areas, building exterior and residential units; insulation and high performance building envelopes beyond the minimum Ontario Building Code (OBC) requirements; Energy Star certified windows and doors; Energy Star certified appliances; Smart Meter; product(s) that reduce water consumption (beyond OBC requirements) and window blinds.

Funding

Subject to availability, grants to offset Regional Development Charges (RDCs) may be made available for units at or below 80% MMR for private developers. Non-profit housing developers are exempt from Regional and City Development Charges as set out in the Development Charges Act, 1997. Financial incentives may also be available from the City of Kitchener for development application and building permit fees for non-profit developers.

Funding assistance and allotment to a successful proponent will be subject to recommendations made by Regional staff and approval by Regional Council.

Applicants are encouraged to consider applying online to the CMHC [National Housing Co-Investment Fund](https://www.cmhc-schl.gc.ca/professionals/project-funding-and-mortgage-financing/funding-programs/all-funding-programs/co-investment-fund) (<https://www.cmhc-schl.gc.ca/professionals/project-funding-and-mortgage-financing/funding-programs/all-funding-programs/co-investment-fund>) as possible sources of funding to improve the affordability and viability of potential projects. As of November 2023, this fund has been re-named to the Affordable Housing Fund and changes to the fund are anticipated in early 2024.

Qualified applicants are also encourage to consider applying online to the Federation of Canadian Municipalities [Sustainable Affordable Housing Fund](https://fcm.ca/en/programs/green-municipal-fund/sustainable-affordable-housing) (<https://fcm.ca/en/programs/green-municipal-fund/sustainable-affordable-housing>) to help offset the costs of implementing innovative sustainability (energy and environmental) construction and performance measures.

Proponents will be required to obtain a 50% performance bond and labour and material payment bond from the General Contractor as per the Agreement.

The Carpenters Union certification is not applicable to this RFP.

1. PROPOSAL COMPONENTS

The Proponent shall ensure the Proposal:

- is complete and provides all of the required information and documentation;
- provides all information in the form requested; and
- is received at the appropriate office no later than the identified deadline.

If the Proponent has any questions related to the Proposal Components, they may contact the Procurement Office in writing through jclark@regionofwaterloo.ca prior to the identified deadline with any questions or requests for clarification.

1) Cover Letter

- The Proponent is encouraged to provide a covering letter with their submission.
- The cover letter should be no more than one (1) page, single spaced, 12-point font, standard one (1) inch margins and signed by a duly authorized officer of the Proponent providing a brief executive summary to the Proposal.

2) Main Submission

Proposals must be no longer than 12 pages (excluding supporting documentation included in appendices) and must include the following information:

- Proponent details: lead contact and contact information, proponent background and expertise in developing and managing affordable rental housing, including examples and 3 professional references for past projects;
- Provide proof of incorporation: if not currently incorporated, proponents must confirm that if successful, they will be incorporated prior to entering into a agreement;
- Written acceptance of Region's form of Agreement;
- Description of professional team and proposed roles in this project: development, financial, legal, consulting, architectural services, planning services, property management, etc. (include examples of previous projects and resumes);
- Partnerships (any other agencies, other program funding, identify roles and responsibilities and include letter/memorandum of understanding between the partners);
- Proposal details: rationale, how the proposed project will help create sustainable affordable housing, target client group(s), number of affordable units, property management details;
- Project concept details such as:
 - building and unit size as well as type;
 - design considerations and rationale in relation to the target client group;
 - building standards that will exceed the norm as defined by the current Ontario Building Code;
 - energy efficiency provisions;
 - accessibility and VisitAble features and standards (include concept site

- plan and concept building designs/renderings);
 - how the development will meet the Region's Highland Road West Project Design Guidelines and the City of Kitchener Urban Design Guidelines;
 - how the proposed development is compatible and connected with the existing surrounding area;
 - how the proposed development exemplifies transit supportive development and complete communities.
- Apprentices or Employment Opportunities Partnership Plans including:
 - how the proponent will ensure that apprentices and un/under employed individuals will be employed in this development;
 - how the proponent will incorporate youth employment opportunities during construction;
 - how the above opportunities to work on the project will be tracked and reported.
- Project viability: provide a feasibility analysis, including potential benefits and risks;
- Proof of proponent equity contribution (funding, in-kind, etc.);
- Confirmation of other capital funding, if applicable;
- Project budget for development of the project;
- Evidence of financial competence:
 - demonstrate the capacity and financial capability to undertake the proposed development by including at a minimum, copies of the two most recent audited financial statements of proponent and any partners
 - if audited financial statements are not available, additional information to substantiate or establish liquidity and debt management is required such as a statement of net worth, unaudited financial statements, consolidated financial statements and/or most recent tax return;
- Financing details: expected amount, interest rate and amortization, and letter from lender indicating interest or commitment in financing the project (commitment can be conditional on obtaining program funding);
- Proposed rents and amount for extra charges (e.g. parking, storage) in relation to Affordability Targets referenced in this RFP (if any utilities are to be paid by the tenants, the proponent must propose rent reductions and rationale for amount of adjustment); and
- Project development schedule (include an implementation plan and schedule,

estimating the key milestone dates, as applicable, for site plan approval, building permit approval, construction start and occupancy).

3) Proposed Unit Count, Capital and Operating Budget Forms (Appendix 4)

Proponents shall complete the forms included in **Appendix 4** and include in the submission. It is recognized that some proponents may wish to submit more than one option for a property in response to this RFP. In such cases, a separate submission must be submitted for each option.

APPENDIX 1

SAMPLE AGREEMENT OF PURCHASE AND SALE

(Posted Separately)

APPENDIX 2
HIGHLAND ROAD WEST PROJECT DESIGN GUIDELINES

1388 Highland Road West Project Design Guidelines

The following outlines the design guidelines and related objectives for the 1388 Highland Road West Affordable Housing Project, considering the unique site context:

1. **High-Quality Building Materials:** Each proposal should ensure the use of high-quality building materials and finishes that coordinate to foster a positive neighbourhood aesthetic and structural permanence.
2. **Building Design Details:** Attention to building design details, including window openings, steps/ramps, materials, and finishes, is essential to enhance the public streetscape and neighborhood character. The size, colour, and design of building finishes and features should contribute to a well-designed and proportioned building, promoting human scale and enhancing the neighborhood character.
3. **Building Massing and Orientation:** Preference will be given to buildings that face the public street. Considering the context, it is advisable to maximize density (and massing) along the arterial road (Highland Road West) and reduce density along the adjacent low-density residential to the north, acknowledging the high-density residential to the west. Various massing techniques, such as building orientation, lower-rise built forms along the north of the property adjacent to the single detached dwellings, and upper-story stepbacks, can achieve a human-scale form of development that is sympathetic to the existing built environment.
4. **Compatibility:** In existing neighborhoods, the building and site design should enhance human scale, featuring an active street frontage, front-yard landscaping, and a well-designed building facade with articulated massing. New buildings should be respectful to adjacent dwellings, considering the high-density residential to the west and low-density single-family homes to the north, introducing features that enhance compatibility, considering factors such as shadow, privacy, wind, and noise.
5. **Landscaping:** Landscaping is crucial for new site development, especially considering the surrounding context. Priority will be given to proposals with enhanced front yard landscaping, buffer treatment to surrounding homes, and screening for parking and utility areas. Amenity areas and well-landscaped site utility areas are encouraged.
6. **Innovation:** Innovative design solutions may be considered to promote place-making and affordable housing options, taking into account the context of the future high-density development to the east.

7. **Affordability:** A primary objective is to promote a range of affordable housing units. A balanced approach to building design, parking, proposals, and financial considerations will be required to deliver affordable units, considering the surrounding context.
8. **Inclusivity:** The land disposition process aims to promote a range of affordable and inclusive housing options. Various bedroom options and complementary site amenities are encouraged to support an inclusive housing project, keeping in mind the surrounding residential mix.
9. **Safety and Maintenance:** Best practices for crime prevention through environmental design (CPTED) will be applied, including clear visibility for pedestrian entrances and movement, lighting of parking and amenity areas, and avoidance of potential entrapment areas. Site development will be subject to a site plan agreement, ensuring approved plans are maintained by the property owner, in alignment with the surrounding residential context.

APPENDIX 3

HIGHLAND ROAD WEST CHILD CARE CONSIDERATIONS

The Region of Waterloo Children's Services, in its role as the Consolidated Municipal Service Manager (CMSM), is responsible for planning, overseeing, and managing licensed child care and Early Years programs and services, including managing and directing growth at a local level. On March 28, 2022, the Province of Ontario signed the Canada-Wide Early Learning and Child Care (CWELCC) agreement with the federal government. CWELCC represents transformational change in the child care system. The CWELCC system will create more affordable and high-quality child care spaces, lower child care fees for parents of children under the age of six to an average of \$10 per day, support the early childhood workforce, and address barriers to providing inclusive and flexible child care.

The Region of Waterloo – Children's Services is looking for high quality affordable rental spaces located in [priority neighbourhoods](#) that would include space for a licensed child care centre. In its role as Consolidated Municipal Service Manager, the Region of Waterloo Children's Services commits to enter into a memorandum of understanding (MOU), in consultation with the development partner. The MOU will outline the roles and responsibilities as well as the competitive RFP process that will be used to identify a child care operator for the licensed child care space. The RFP process for the selection of a child care operator generally takes three (3) months to complete. The successful child care operator will work collaboratively with the development partner to design the child care space.

The child care operator selected through the RFP process will be eligible to apply for startup and small capital funding to support leasehold improvements. In addition, the child care operator will be eligible for on-going funding to support the viability of the child care centre. The child care facility must meet the criteria within the [Child Care and Early Years Act 2014](#).

The negotiation of the lease and associated terms would occur between the child care operator (selected by Children's Services) and the developer. The negotiated lease should be a long-term lease and reflect average, or below average, market costs. A typically lease would see the building operator responsible:

- roof;
- HVAC equipment;
- plumbing;
- building;

The child care operator would be responsible for the following:

- millwork as per a standard child care classroom;
- public address and telephone communications;
- blinds;
- fencing;
- signage;
- surface of playground (sod and asphalt);
- security system;
- life safety requirements;
- kitchen hood venting;
- playground equipment;
- kitchen appliances;
- small furnishings and fixtures.

If the child care operator terminates or does not renew their lease with the developer/building operator, Children's Services will seek another child care operator for the space through an RFP process, should it be determined that there is still need for a child care space in this location.

Children's Services has provided examples of space options below to assist a development partner in understanding space requirements, parking considerations and required amenities. Centres with spaces that differ from those below will also be considered.

Option #1 – 88 Space Child Care Centre

Licensed Capacity	88 spaces		
Program Breakdowns and Required Staffing	10 Infants	3 staff	
	15 Toddlers	3 staff	
	15 Toddlers	3 staff	
	24 Preschoolers	3 staff	
	24 Preschoolers	3 staff	
	Supervisor	1 staff	
	Cook	1 staff	
	Float staff	4 staff	
	Total staff	21 staff	
Approximate Indoor Space	814 square metres (8,762 square feet) of unobstructed floor space		
Interior Space Amenities	- Office, laundry, toy wash station, stroller storage, meeting room, janitor room, mechanical/electrical room, telecommunication room, gross motor area, universal washrooms, staff room, staff washroom, parent resource space, centre for storage of equipment and beds/linens etc.; - Meal preparation space or area for warming services for catered food. A functional kitchen in the child care centre should meet Waterloo Public Health Regulations; commercial dishwasher with heat booster, triple sink, hand wash sink, residential stove and range hood, grease interceptor, pantry, storage, work surfaces, appliances, and warming services for catered foods; - Washrooms and change areas for each age group as per Ontario Building Code.		
Windows	A minimum of 10% of the classroom area is required to be window space for each classroom		
Approximate outdoor playground square footage	A minimum of 490.5 square metres (5,280 square feet) unobstructed outdoor play space.		

Exterior space amenities	Parking • Provide vehicle drop-off and pick-up location of children for families; to accommodate up to a minimum of 4 vehicles; • Consider “kiss and ride” parking loop; • Consider stroller storage area if it is determined families will be arriving on foot; • Provide a minimum of 4 dedicated parking spaces or as stipulated by the Municipal Zoning By Law. The parking space should be located close by, or adjacent to, the child care facility. Entrance • The building should provide safe access to the Child Care Facility for children, parents, staff and pedestrians.
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Option #2- 49 Space Child Care Centre

Licensed Capacity	49 spaces	
Program Breakdowns and Required Staffing	10 Infants	3 staff
	15 Toddlers	3 staff
	24 Preschoolers	3 staff
	Supervisor	1 staff
	Cook	1 staff
	Float staff	2 staff
	Total staff	13 staff
Approximate Indoor Space	593.4 square metres (6,387 square feet) of unobstructed floor space.	
Interior Space Amenities	• Office, laundry, toy wash station, stroller storage, meeting room, janitor room, mechanical/electrical room, telecommunication room, gross motor area, universal washrooms, staff room, staff washroom, parent resource space, centre for equipment storage and beds/linens etc.; • Meal preparation space or area for warming services for catered food. A functional kitchen in the child care centre should meet	

	Waterloo Public Health Regulations; commercial dishwasher with heat booster, triple sink, hand wash sink, residential stove and range hood, grease interceptor, pantry, storage, work surfaces, appliances, and warming services for catered foods; • Washrooms and change areas for each age group as per Ontario Building Code.
Approximate Outdoor Playground Space	A minimum of 273.1 square metres (2,940 square feet) of unobstructed outdoor space.
Exterior space amenities	Parking • Provide vehicle drop-off and pick-up location of children for families; to accommodate up to a minimum of 4 vehicles • Consider “kiss and ride” parking loop • Consider stroller storage area if it is determined families will be arriving on foot • Provide a minimum of 4 dedicated parking spaces or as stipulated by the Municipal Zoning By Law. The parking space should be located close by, or adjacent to the child care facility Entrance • The building should provide safe access to the Child Care Facility for children, parents, staff and pedestrian

APPENDIX 4

PROJECT INFORMATION/FUNDING BUDGET FORMS

PROJECT INFORMATION

Townhouse Units	
Apartment Units	
Total Units	
Surface Parking Spaces	
Enclosed Parking Spaces	
Total Gross Floor Area	
Net Residential Floor Area	
Net Non-Residential Floor Area	

PROPOSED UNIT COUNT

Bedroom Type	Unit Size (m²)	Number of Affordable Units	Number of Market Units	Total Number of Units
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+ Bedroom				
Total				

CAPITAL BUDGET

Budget Item	Affordable Units	Market Rent/Non-Residential Space	Combined Total
Land Transfer Tax			
Environmental/Geotechnical			
Survey			
Appraisal			
Other Land Cost:			
SUBTOTAL	\$	\$	\$

Budget Item	Affordable Units	Market Rent/Non-Residential Space	Combined Total
Legal Fees			
Planning Approvals			
Building Permit Fees			
Development Charges			
Parkland Levy			
Planning/Development Consultant			
Architect/Engineers			
Mortgage Fees			
Quantity Surveyor			
Interest During Construction			
Insurance During Construction			
Taxes During Construction			
Audit (Required)			
Other Soft Cost:			
SUBTOTAL	\$	\$	\$

Budget Item	Affordable Units	Market Rent/Non-Residential Space	Combined Total
Construction/Renovation			
Furnishings & Equipment			
Stoves & Refrigerators			
Parking & Landscaping			
LEEDS/Energy Efficiency Features			
Contingency			
SUBTOTAL	\$	\$	\$
Net HST	\$	\$	\$
TOTAL CAPITAL COST	\$	\$	\$

CAPITAL FUNDING

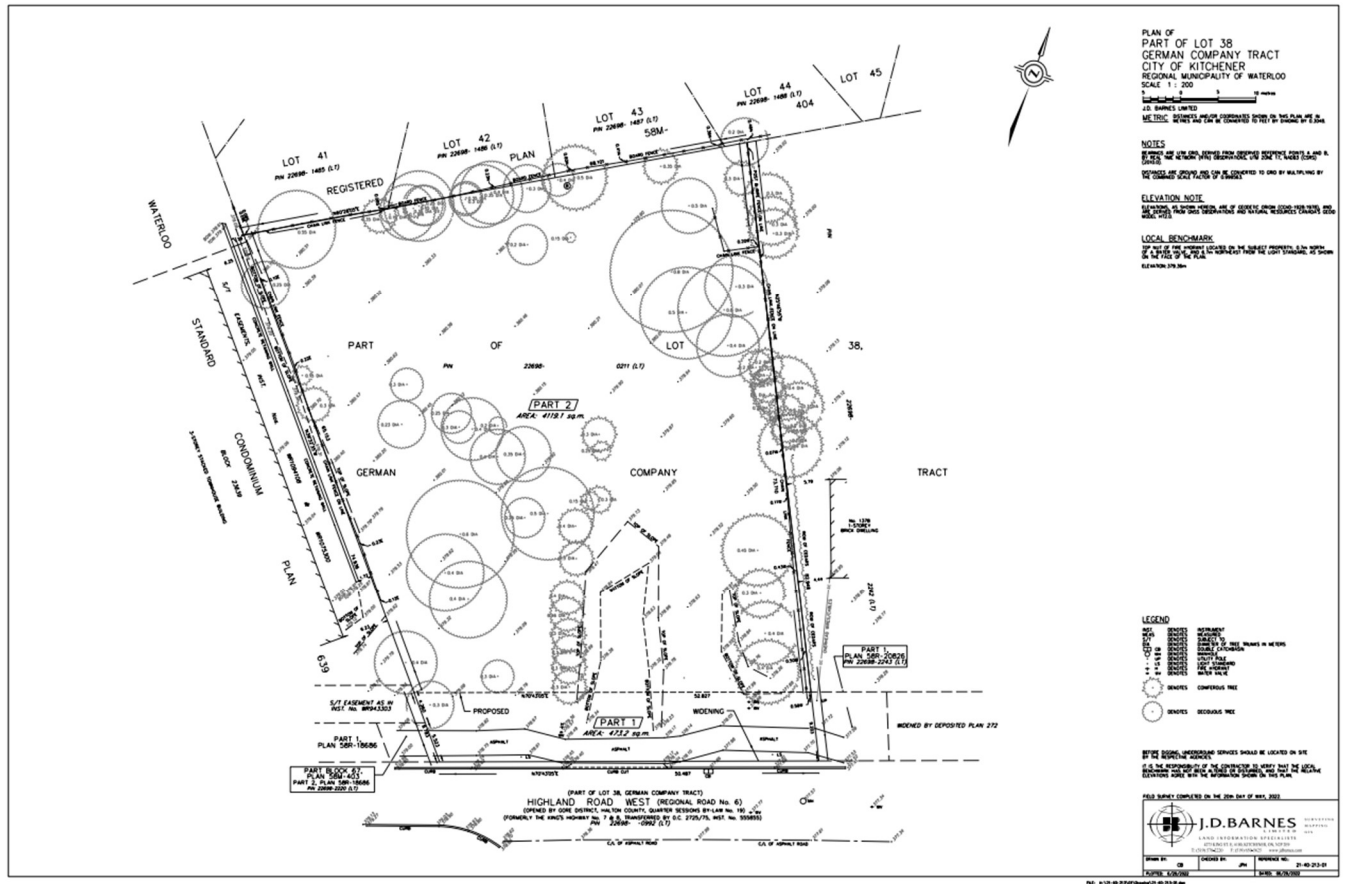
Budget Item	Affordable Units	Market/Non- Res. Space	Combined Total
Proponent Equity – Source: _____			
Proponent Equity – Source: _____			
CMHC Co-Investment Contribution (Grant)			
Regional Development Charges Grant			
Area Municipal Funding			
Mortgage			
Other Funding – Source: _____			
Other Funding – Source: _____			
TOTAL	\$	\$	\$

ANNUAL OPERATING BUDGET

REVENUE	Affordable Units	Market Rent	Combined Total
() Bedroom: Number @ \$			
() Bedroom: Number @ \$			
() Bedroom: Number @ \$			
() Bedroom: Number @ \$			
() Bedroom: Number @ \$			
() Bedroom: Number @ \$			
Laundry Revenue			
Parking Revenue			
Child Care Revenue			
Other Revenue:			
TOTAL REVENUE	\$	\$	\$
Less: Vacancy Allowance			
Less: Other:			
NET REVENUE	\$	\$	\$

EXPENSES	Affordable Units	Market Rent	Combined Total
Hydro			
Heating			
Water			
Utilities Common Area			
Maintenance & Elevator			
Garbage			
Snow Removal			
Insurance			
Audit			
Legal, Banking, Office Costs			
Management Fees			
Municipal Taxes			
Asset Renewal and Replacement Reserve			
Other:			
Principal & Interest Mortgage Payments			
TOTAL EXPENSES	\$	\$	\$
SURPLUS (SHORTFALL)	\$	\$	\$

APPENDIX 5
REFERENCE PLAN



APPENDIX 6
PRE-DEVELOPMENT REPORTS
(Posted Separately)

- Parking Review prepared by Paradigm Transportation Solutions Limited, dated September 30, 2022;
- Tree Inventory prepared by the Region of Waterloo, dated August 17, 2022;
- Topographic Survey prepared by J. D. Barnes Limited, dated June 29, 2022;
- Phase One Environmental Site Assessment Report prepared by MTE Consultants, dated June 20, 2022;
- Phase Two Environmental Site Assessment Report prepared by MTE Consultants, dated June 20, 2022;
- Record of Site Condition Filed to Environmental Site Registry, dated November 30, 2022;
- Preliminary Geotechnical Investigation Report prepared by MTE Consultants, dated June 20, 2022;
- Minor Variance approved by City of Kitchener for site specific parking rate of 0.68 parking spaces per dwelling unit, inclusive of visitor parking.

P2024-09 - Region of Waterloo Surplus Land For Affordable Housing 1388 Highland Road West, Kitchener

February 6, 2024 9:00 AM

March 22, 2024 2:00 PM

Documents

Ensure your Bid submission document(s) conforms to the following:

1. Documents should be in PDF format. Documents should NOT be provided in any other format.
 2. Documents should NOT have a security password, as the Owner may not be able to open the file. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner.
 3. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.
- Technical Submission (12 pages max) * (mandatory)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

- 1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
- 2. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
- 3. I/We, certify that we are in full compliance with all accessibility standards under the Accessibility for Ontarians with Disabilities Act, 2005 and the Regulations thereunder, including the Integrated Accessibility Standards Regulation O. Reg. 191/11, Accessibility Standards for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.
- 4. When submitting a bid, all vendors shall acknowledge their awareness and understanding of standards that the Region of Waterloo expects in relation to integrity, honesty and ethical behaviour.



II/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		