



Request for Expressions of Interest

Project Title: Development for Attainable Housing Project in Killarney

July 22, 2025

Municipality of Killarney

32 Commissioner Street,
Killarney, ON.
P0M 2A0

Table of Contents

Confidentiality Statement	3
Submission Details	3
Submission Deadlines and Methods	3
Submission Delivery Address, Submission Questions and Clarifications	3
Submission Opening.....	3
Amendment and Withdrawal of Submission	3
Addendums	4
Introduction & Background.....	4
Detailed Specifications/Scope of Work	4
Assumptions & Constraints	4
Terms and Conditions	6
Health and Safety	7
Selection Criteria.....	8
Declaration.....	9
Schedule “A” - Specifications/Scope of Work	11
Responses	11
Selection Criteria.....	11
Submission Details	11

Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document, please respond to the originator of this message and permanently dispose any copies and any attachments.

Submission Details

Submission Deadlines and Methods

All submissions for responding to this request must be submitted to the municipal office, as stated below, no later than:

**Submissions accepted no later than August 08, 2025
3:00 pm Local Time**

The use of mail for delivery of a proposal will be at the risk of the respondent. Submissions sent in electronic format will not be accepted.

Proposals must be submitted in a sealed envelope and shall be clearly marked with the following:

- ☐ The Name and Address of the Respondent
- ☐ The Project Title

Submission Delivery Address, Submission Questions and Clarifications

You may contact the following lead person (**Candy Beauvais, Clerk-Treasurer** – email cbeauvais@municipalityofkillarney.ca) if you have any questions or require clarification on any topics covered in this document. The delivery address to be used for all submissions is:

Municipality of Killarney
Attention : Candy Beauvais
 32 Commissioner St.
 Killarney, ON.
 POM2A0
 Tel: 705-287-2424 ext. 203
 Fax: 705-287-2660

Submission Opening

Proposals will **NOT** be publicly opened. Staff will review the proposals and the successful candidate will be presented at a Council Meeting at a later date.

Amendment and Withdrawal of Submission

Requests for withdrawal of a submission shall be allowed if the request is made before the closing time for the contract to which it applies. Requests shall be directed to the Lead Person by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details.

Telephone requests shall not be considered. The withdrawal of a proposal does not disqualify a bidder from submitting another proposal on the same contract.

Addendums

The Municipality may, at its discretion, amend or supplement the documents for this request by addendum at any time prior to the closing date for receipt of Proposals. Changes to the request documents shall be made by ADDENDUM ONLY. Such changes made by addendum shall be supplementary to and an integral part of the request. All addendums must be signed and included in the final submission acknowledging all addenda issued by the Municipality. While the Municipality will endeavor to provide notification of the issuance of an addendum to prospective Proponents, the Municipality assumes no liability for the notification and it is the responsibility of each Proponent to monitor and determine whether any addenda have been issued by the Municipality.

Introduction & Background

The Municipality of Killarney is accepting expressions of interest from experienced developers in providing Attainable Rental Housing in the Killarney area.

Detailed Specifications/Scope of Work

The Municipality of Killarney (hereinafter referred to as the "Municipality") invites proponents to submit their ideas for creating new attainable housing units within the Municipality. Proposals may be considered for either of two properties owned by the Municipality: 58 Charles St., Killarney, ON P0M 2A0, or the vacant lot behind the school property at 8 St. Paul St., Killarney, ON P0M 2A0.

The detailed specifications are attached in Schedule "A"

Assumptions & Constraints

The Municipality will not be held liable for any errors or omissions in any part of this Request. The information contained herein is supplied solely as a guideline for responding Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Request is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

The successful Proponent will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful Proponent will make good any such damage or injury.

The successful Proponent will employ only orderly, competent, and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful Proponent will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

The successful Proponent will, throughout the term of the contract, obtain and maintain in force a General Liability Insurance of not less than \$5,000,000 (per occurrence) inclusive, to indemnify and hold harmless the Municipality of Killarney against any liability for property damage or personal injury, including death which may arise from the Proponent's operations under this contract; and/or the successful Proponent will be required to provide Professional Liability Insurance coverage in the amount of not less than \$5,000,000.00 per occurrence.

The successful Proponent and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful Proponent agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful Proponent's behalf or on behalf of any third party, any such information.

The information, reports, documentation, plans, etc. that are a product of this award by the successful Proponent, will become the exclusive property of the Municipality of Killarney.

Terms and Conditions

Relating to the submission document:

- ☐ **Costs, Deliverables & Timelines** – as set out in Schedule A
- ☐ **Declaration** - Signed declaration must be submitted (Page #9)
- ☐ **Other** - Proponents may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.

Relating to the Successful Candidate:

- **Contract** - The successful proponent may, within ten (10) days after being advised that they are the successful proponent, execute a contract in duplicate to the Municipality. A delivery date will also be agreed upon.
- **Notice of Acceptance** - Notice of acceptance may be made by written confirmation of same to follow, to the successful proponent at the number given by the proponent.
- **Public Record** - Any personal information required on the proposal form is received under the authority of the Municipality. This information will be an integral component of the quote submission. All written proposals received by the Municipality become a public record; once a proposal is accepted by the Municipality, and a contract is signed, all information contained in it is available to the public including personal information.
- **Conflict of Interest** - Proponents shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the Municipality, its elected officials, officers, employees and/or the present Bid Solicitation. Where, in the Municipality's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the Municipality reserves the right to disqualify the Proponent from participating in the Bid Solicitation.

Health and Safety

General: Contractor must comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the Municipality of Killarney safety policy and as well as complying with the prescribed requirements legislated in the Regulations for Industrial Establishments.

Competent person: Contractor is responsible using their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and the Municipality of Killarney Safety policy.

Equipment & tools: All equipment and tools used by the contractor shall conform to Canadian Standards Association (CSA) or manufacture specifications. The Municipality of Killarney reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.

PPE: All workers must wear appropriate CSA approved eye protection, hearing protection, CSA approved hard hats, CSA approved foot protection and CSA approved gloves at all times while working on the job site.

Fall protection: Safety harness and lanyard are required by anyone working more than 3 meters above a surface. The safety harness must be secured to a fixed support so that a worker cannot fall more than five feet. Proof of certification shall be submitted before starting any work at height.

WHMIS: No hazardous material is to be stored or used on work site by the contractor unless the prescribed requirements concerning labelling material safety data sheets (MSDSs) and worker instruction and training are met.

MSDS: Material safety data sheets for all hazardous products shall be kept on site.

Proof of training: The contractor shall submit within five (5) calendar days after the contract award, copies of WHMIS, copies of health and safety awareness, first aid certificate and certificates pertaining to the work being done for all workers working on the job site.

Reporting: Contractor must report immediately to the contract administrator all workplace incidents, near misses, injuries and illnesses and environmental damages. Contractor shall also report accidents/incidents to the Ministry of Labour or any other appropriate authority required by legislation.

Supervision: Contractor shall comply with OHSA regulations.

Health & Safety Station: Contractor shall provide at all times a dedicated station for workers to have access to the contractors H&S manual, the emergency response plan, the OH&S Pocket book, MSDS sheets, WSIB information, Eye wash stations and emergency aid kit.

WSIB: Prior to commencement of any work herein, the successful proponent shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award. The successful proponent shall maintain it in good standing and shall provide the Municipality current Certificates of Clearance when requested.

Selection Criteria

A combination of quality, experience and price will determine the successful firm. More specifically:

- The Proponent's experience overall and particularly in relation to similar projects.
- The Proponent's project management experience in managing subcontractors and delivering a seamless product to the client.
- The quality of the proposal.
- The quality of the proposed product.
- The proven ability to stay within project budget and meet project completion target date.
- Any additional features or advantages uniquely proposed by the Proponent which the Municipality has not identified in the project deliverables or description.
- The Proponent's financial proposal.

The Municipality of Killarney is not obligated to award the service contract to the lowest or any firm. The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Municipality may require without stating reasons. The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Municipality of any proposal or by reason of any delay in the acceptance of a proposal as well. Any expenses incurred by the Proponent in the preparation of the proposal submission are entirely the responsibility of the Proponent and will not be charged to the Municipality. The Municipality of Killarney shall not be responsible for any liabilities, cost, expenses, loss or damage occurred sustained or suffered by any respondent, prior to, or subsequent to, or by reason of any delay in the acceptance of the response to the Request for Expressions of Interest (REOI).

The Municipality of Killarney reserves the right to request respondents to clarify any information related to the REOI. The information submitted in response to this REOI will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Declaration

To: The Municipality of Killarney

Sirs: I/We the undersigned acknowledge receipt of and having carefully examined the Request and "Specifications" set forth in schedule "A" and hereby offer to submit this Expression of Interest in accordance with, and as required by the said documents at the description set forth in "Schedule "A" hereto.

I/We understand that this Agreement terminates in the event that I fail to perform the work to the satisfaction of the Municipality.

I/We understand that the lowest or any quote will not necessarily be accepted and that TO BE CONSIDERED, Quote Forms must be in the Municipal Office by the Submission Deadlines and Methods.

GENERAL CONDITIONS

1. The respondent shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this Agreement on the date upon which each becomes due and all liabilities incidental thereto.
2. The respondent understands and agrees that he is not, nor is anyone hired by him, covered by the Municipality under The Workers' Compensation Act, and he shall be responsible for, and shall pay all dues and assessments payable under The Workers' Compensation Act, The Unemployment Insurance Act or any other Act, whether Provincial or Federal, in respect of himself, his employees and operations, and shall, upon request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of any such Act. If he fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him/her that would be sufficient to cover his/her default and the Municipality shall have the right to same.
3. The Contractor to supply proof of Workers' Compensation and \$5,000,000 liability insurance.
4. The respondent covenants and agrees with the Municipality to indemnify it and save it harmless from all claims by third parties arising out of the performance of this Agreement.
5. The price, as proposed by the respondent, includes all limits of the work project.
6. The respondent declares that he has or will pay forthwith all Provincial and Federal Taxes that apply to the said equipment.
7. Notice of acceptance may be made by email, fax or telephone, with written confirmation of same to follow, to the respondent at the numbers given by the respondent.

Name and Address of the Respondent

Phone:**Fax:****Email:**

The Respondent declares:

- No person, firm or Municipality other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;
- This proposal is made without any connection, comparison of figures or arrangements with or knowledge of any other Municipality, firm or person making a proposal for the same service and is in all respect fair and without collusion or fraud;
- No member of the staff of the Municipality of Killarney is, or will become interested directly or indirectly; as a contracting party, partner shareholder, surety or otherwise; or in the performance of the service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from;
- The content and requirements of this proposal document have been read and understood.
- All prices are quoted in Canadian funds.

All or any proposals not necessarily accepted.

Signed at _____ this ____ day of _____ 2025.

 Print Name - Witness

 Print – Respondent

 Title - Respondent

 Signature - Witness

 Signature – Respondent

Schedule “A”- Specifications/Scope of Work

The Municipality of Killarney (MOK) will review all expressions of interest and gauge the viability of the initiative. After a review of submissions received, MOK may request more details from the preferred proponent(s) including a preliminary capital cost estimate for any proposed renovation or retrofit and operating budget for the project; as well as proposed financial arrangements, if applicable. MOK reserves the right to reject any or all expressions of interest and take no further action.

MOK will execute a Non-Disclosure Agreement with terms satisfactory to MOK and the proponent, upon receiving the request for entering into a Non-Disclosure Agreement from a proponent.

Responses

While it is recognized that rental housing can be for a range of unit sizes it should be noted that the greatest need identified by MOK is for a range of one and two-bedroom units.

Proposed barrier free or other architectural features for persons with disabilities will be considered an asset.

Selection Criteria

MOK will give priority to proponent responses to this REOI which:

- Can demonstrate evidence of construction experience and financing of attainable rental housing projects in the Near North.
- Provide energy efficiency measures.
- Offer accessibility or other architectural features for persons with disabilities.
- Offer affordability.

Submission Details

What to Include in Responding to the Expression of Interest:

REOI respondents should include the following information in their response:

- The respondents experience in rental housing development, construction, property/tenant management;
- The approximate number, type and size of the units offered for this project;
- Any relevant partnerships (other agencies, other program funding) which may be applicable to project development;
- Company experience and references.

A General Framework is required for:

- A preliminary capital budget and a projected operating budget;
- Proposed construction financing and mortgage financing details;
- Proposed on-going facility management arrangements, if any.

Once the preferred proponent(s) has been identified through the REOI process, MOK will request more detail regarding cost estimates and financing/facility management arrangements and in due course will enter into negotiations with the preferred proponent with the intent of developing appropriate legal agreements.