



**THE DISTRICT OF THUNDER BAY**  
SOCIAL SERVICES ADMINISTRATION BOARD

**THE DISTRICT OF THUNDER BAY SOCIAL SERVICES  
ADMINISTRATION BOARD (TBDSSAB)**

***Investment in Affordable Housing for Ontario Program***

**Expression of Interest**

**TBDSSAB EOI 01/2012**

**Closing Date**

**April 2, 2012 @ 4:30 PM EST**

# **NOTICE TO POTENTIAL PROPONENTS**

**Expression of Interest No.: 01/2012**

**For: Investment in Affordable Housing for Ontario Program**

**Please review the attached documents and submit your complete proposal to the address noted below by the closing deadline of 4:30 PM EST on April 2, 2012.**

**Proposals will not be considered unless:**

- a) Received by the date and time specified above;**
- b) Received at the address specified below;**
- c) Delivered in a sealed envelope or other appropriate sealed container quoting the EOI Number specified above; and**
- d) Provided on the form provided, with all required appendices, forms, and schedules where applicable.**

**Submission by facsimile or e-mail are not acceptable.**

**The deadline for questions is 12:00 noon EST March 2, 2012.**

**All questions must be in writing (see section 4.2 of the EOI).**

**Deliver your complete proposal by the closing date and time noted above to:**

**The District of Thunder Bay Social Services Administration Board  
(TBDSSAB)  
231 South May Street  
Thunder Bay Ontario P7E 1B5**

**TBDSSAB shall not be responsible for documents or proposals that are not delivered and labelled in accordance with the instructions and requirements as specified.**

All proponents and potential proponents are encouraged to check our website ([www.tbdssab.ca](http://www.tbdssab.ca)) frequently for updates, clarifications, and question responses regarding this EOI process.

# TABLE OF CONTENTS

- 1.0 INTRODUCTION
  - 1.1 Introduction
  - 1.2 Background
- 2.0 PURPOSE OF THE EXPRESSION OF INTEREST
  - 2.1 TBDSSAB's Share of Funding
  - 2.2 Housing Priorities
- 3.0 OVERVIEW OF IAH PROGRAM REQUIREMENTS
  - 3.1 Funding
  - 3.2 Funding Schedule
  - 3.3 Support Service Funding – Supportive Housing
  - 3.4 Proponents
  - 3.5 Eligible Projects
  - 3.6 Building Design
  - 3.7 Affordability, Rents and Income Household Limits
  - 3.8 Financial Feasibility
- 4.0 Proposal Submissions
  - 4.1 Submission of Proposals
  - 4.2 Questions Regarding the Expression of Interest
  - 4.3 Addenda/Addendum
  - 4.4 Restrictions
  - 4.5 Alternate Proposals
  - 4.6 Unbalanced Proposals
  - 4.7 Supplemental Terms and Conditions
  - 4.8 Amendments to Proposals
  - 4.9 Close of Submissions
  - 4.10 Proposal Expiry
  - 4.11 Project Award
  - 4.12 Submission Content
- 5.0 Evaluation of Submissions
  - 5.1 Approvals
  - 5.2 Evaluation Criteria
  - 5.3 Negotiations and Review of Offers
  - 5.4 Proposal Process
- 6.0 Rights Reserved
  - 6.1 Proposal Evaluation
  - 6.2 Rights Reserved General
- 7.0 Terms and Conditions

## APPENDICES

- A: Forms (1-14)

**The District of Thunder Bay Social Services Administration Board  
(TBDSSAB)**

**Investment in Affordable Housing for Ontario Program**

**EXPRESSION OF INTEREST  
TBDSSAB EOI 01/2012**

**1.0 INTRODUCTION**

**1.1 Introduction**

As a publicly funded entity The District of Thunder Bay Social Services Administration Board (hereinafter: TBDSSAB) is committed to responsible purchasing practices designed to obtain quality goods and services for a fair prices, using an open and transparent process, which is fair to all stakeholders, and to encourage fair competition.

**1.2 Background**

**1.2.1 TBDSSAB**

TBDSSAB was established on April 1, 1999, through the *District Social Services Administration Board (DSSAB) Act*.

Please refer our website at [www.tbdssab.ca](http://www.tbdssab.ca) for further background information on our organization and services.

TBDSSAB is seeking Expressions of Interest (alternately referred to as proposals) from community members (or proponents) seeking to develop affordable rental housing in the District of Thunder Bay.

TBDSSAB's recent housing strategy (*Under One Roof*) and other relevant planning and needs assessment reports, such as those available from the Northwest Local Health Integration Network, have identified the need for supportive housing for seniors in District communities outside Thunder Bay for example. Proposals under the IAH program may be for, but are not limited to, projects that incorporate support services with the development of affordable rental housing. Proponents are encouraged to refer to *Under One Roof* and other relevant planning and needs assessment reports, as all proposals will be

evaluated with reference to meeting established and prioritized community needs.

### **1.2.2 Investment in Affordable Housing for Ontario Program**

The governments of Canada and Ontario recently announced the Investment in Affordable Housing for Ontario (IAH) program. Under this initiative they will provide \$480.6 million in funding for the creation and repair of affordable housing over four (4) years.

IAH program guidelines are available at:

<http://www.mah.gov.on.ca/AssetFactory.aspx?did=9288>

The IAH has the following objectives:

- Improve access to affordable housing that is safe, sound, suitable and sustainable for households across Ontario.
- Provide Service Managers, like TBDSSAB, and housing Proponents with the flexibility to meet local needs and priorities.
- Offer funding for an array of housing options that address affordable housing needs across the housing continuum.
- Incorporate energy efficiency requirements and accessibility into affordable housing units and building design.
- Provide Service Managers with the flexibility to design strategies to alleviate homelessness and help move households in their communities along the housing continuum.

The province has also identified target client groups to be assisted by IAH funding, which include:

- Seniors
- Persons with disabilities
- Recent immigrants
- Aboriginal people
- Victims of family abuse
- Working poor
- Singles and families

To address these needs, the province has created a menu of programs under the IAH from which TBDSSAB can select those most focused at addressing its housing needs. These are:

- Rental housing
- Homeownership
- Northern Repair
- Rent Supplement
- Housing Allowance

## 2.0 PURPOSE OF THE EXPRESSION OF INTEREST

The purpose of this Expression of Interest (EOI) is for TBDSSAB to identify and develop proposals for creation of affordable rental housing in the District of Thunder Bay under the IAH program.

Proponents will need to specify which fiscal year of funding they are applying under – fiscal year 2012/13, 2013/14 or 2014/15. Proponents should carefully review the program requirements and terms and conditions specified in this EOI before deciding what year to apply under.

### 2.1 TBDSSAB’s Share of Funding

TBDSSAB’s share of the IAH funding is \$4.49 million over next 4 years (2011 to 2015).

	<u>2011</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>Total</u>
<b>Total Notional Allocation</b>	-	\$1,841,511	\$1,844,807	\$ 801,854	\$4,487,472

### 2.2 Housing Priorities

TBDSSAB recently undertook a major housing needs study to develop a 10 year strategic housing plan to identify and resolve the most critical housing needs in the District. The strategic plan entitled *Under One Roof* is available on TBDSSAB’s website: <http://www.TBDSSAB.ca/Housing.htm>.

The study determined that the greatest future need for additional housing is for supportive housing, residents with disabilities and permanent and transitional housing for people who are currently homeless or at risk of becoming homeless. The housing needs of Aboriginal people figure prominently in these categories. The need for supportive housing for seniors in District communities outside

Thunder Bay was identified in the study and also by the Northwest Local Health Integration Network (see <http://www.northwestlhin.on.ca/>).

At its November 17, 2011 Board meeting, based on recommendations from its Housing Strategy (*Under One Roof*) and IAH program objectives TBDSSAB prioritized allocation of up to \$3 million in IAH funds for capital development of up to 20 rental supportive housing units in District communities, as well as approximately \$960,000 for rent supplement.

### **3.0 OVERVIEW OF IAH PROGRAM**

Important Note: This section is not intended to fully repeat or completely summarize the IAH program guidelines and this summary should not be relied upon by proponents as sufficient in and of itself to guide them in preparation of their submission. Proponents should refer to:

<http://www.mah.gov.on.ca/AssetFactory.aspx?did=9288>

#### **3.1 Funding**

##### **3.1.1 Capital Funding**

Important Note: All successful Proponents will be required to sign a Contribution Agreement (CA) with TBDSSAB in order to obtain capital funding. The terms and conditions of the contribution agreement will reflect and transfer to proponents, at minimum, the terms, conditions, program requirements and obligations created for TBDSSAB by its IAH Administration Agreement with the Ministry of Municipal Affairs and Housing (MMAH) so that TBDSSAB may ensure that it meets its obligations under that agreement. The CA will include:

- financial provisions (i.e. administration fees, payment claims and financial accountability)
- indemnification and repayment provisions
- risk management protocols for projects facing difficulties
- reporting, auditing and other accountability enforcement provisions.

A sample CA will be available for proponent review prior to March 2, 2012.

Projects must start construction within 120 days of signing a CA. If construction is not started within this time period, the Ministry at its sole discretion may have the funding withdrawn, as the funding was allocated to TBDSSAB on a “use it or lose it” basis.

The amount of federal/provincial funding available is up to 75 percent of actual capital cost or \$150,000 per unit, **whichever is less**. Total capital costs include

land, financing, construction and soft costs (e.g., engineering, architectural, legal and other fees and charges).

Program funding must only be used to reduce the costs of a rental project and applies only to those units that are eligible under the program.

The capital funding is provided in the form of a forgivable interest free loan and is registered on title. The cost of registering the security may be included in the capital cost of the project. Forgiveness of the interest free loan is earned at the rate of 5 percent per year over 20 years.

### **TBDSSAB Preference(s)**

Proposals that enable TBDSSAB to maximize the IAH funding by enabling the greatest number of projects to be funded, that is, require the least capital contribution to be financially viable, will be evaluated more highly.

### **3.1.2 Municipal Incentives**

It is a requirement of the program that host municipalities provide incentives to projects in the form of reduced property taxes. The municipality must either:

1. Have a by-law in place that equalizes the property tax rates of multi-residential properties with the rate on single residential properties for approved projects for the term of the program or,
2. Provide a grant-in-lieu of taxes to the same effect.

Proponents must check with the host municipality or township to ensure a by-law is in place or to obtain agreement that such a by-law or grant will be provided as a contribution to the affordable housing project.

### **3.1.3 Operating Funding**

No operating assistance is available under the IAH or from TBDSSAB.

TBDSSAB may at its discretion offer rent supplement assistance to certain eligible tenants who do not have sufficient income to pay the affordable market rent.

### **3.1.4 Project Development Funding**

Project Development Funding (PDF) for technical pre-development activities is not available under the IAH.

### 3.2 Funding Schedule

Program funding will be flowed by TBDSSAB following confirmation that program conditions have been met (e.g., Contribution Agreement has been executed, Proponent has secured title or has an accepted offer on a property, project financing has been secured, proof of insurance has been supplied, etc.).

Payments will be advanced by MMAH to TBDSSAB in accordance to provincial milestones as noted in the table as follows.

#### Sample Funding Advance Schedule

Development Milestone	Construction Progress Payments
Proponent signs Contribution Agreement, Confirms Title to Land and Building Permit Issued	50%
Structural framing for new construction or 50% completion for acquisition/rehab projects as verified by TBDSSAB	40%
Confirmation of occupancy and/or expiry of 45 Day Lien Period	10%
Total	100%

This schedule will be amended at TBDSSABs discretion to reflect more specific project milestones, as verified by TBDSSAB.

TBDSSAB will hold back 10% of the total funding advanced to the Proponent which represents the mandatory 45-day construction lien holdback.

The successful Proponent(s) will be required to submit documentation or submit to inspections satisfactory to TBDSSAB that verifies the achievement of each milestone in order for funding to flow during the development and construction or acquisition and rehabilitation phase.

### 3.3 Support Service Funding – Supportive Housing

Supportive housing units are those units occupied by households receiving support services to enable them to live independently in the community. There is NO funding for support services provided under the IAH program.

To discuss the possibility of funding for support services, Proponents are directed to contact the Northwest LHIN or the local office of the Ministry of Community and Social Services.

### **3.3.1 Persons with Disabilities**

As noted, housing for persons with disabilities is a priority category of the IAH and for TBDSSAB. To be considered a household with disability challenges, at least one person in the household, such as one of the spouses (including common-law and same sex) or dependants, must have a physical or mental disability, or both. People living in households must be residents of Ontario and have status in Canada, e.g., citizenship, landed immigrant or refugee status.

Disability refers to both physical and mental conditions. These conditions may be visible or invisible, temporary or permanent/chronic, past or present. They may include restricted mobility, mental disorders, hearing or vision disabilities, learning disabilities, dependence on alcohol or drugs, as well as other conditions requiring special accommodation and/or services. Section 25 of the *Canadian Human Rights Act* defines disability as “any previous or existing mental or physical disability and includes disfigurement and previous or existing dependence on alcohol or a drug.”

### **3.4 Ineligible Proponents**

No member of:

1. the House of Commons or Senate of Canada; or
2. the Legislative Assembly of Ontario; or
3. the Municipal Council constituting the Service Manager herein (TBDSSAB) or the Municipal Council of any local municipality of such Service Manager or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the IAH Components.

An employee of TBDSSAB or member of TBDSSAB’s Board of Directors will not have direct or indirect interest as a Proponent.

In its proposal, the Proponent must disclose to TBDSSAB any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, TBDSSAB may, at its discretion, refuse to consider the proposal.

The Proponent must also disclose whether it is aware of any TBDSSAB employee or TBDSSAB member having a financial interest in the Proponent and the nature of that interest. If such an interest exist or arises during the evaluation process or the negotiation of the Agreement, TBDSSAB may, at its discretion,

refuse to consider the proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to TBDSSAB's sole satisfaction.

If during the proposal evaluation process or the negotiation of the agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform TBDSSAB. If TBDSSAB requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise.

### **3.4.1 Eligible Proponents**

Private for profit firms, non-profit and co-operative housing organizations are eligible to submit proposals either independently or in a private/public partnership venture.

This EOI provides an opportunity for private sector builders/developers and non-profit housing organizations, and charitable organizations to participate in the IAH program. Organizations with strong development, management experience and financial capabilities are particularly encouraged to apply.

Form 2 – Mandatory Eligibility Checklist is a summary of the requirements that Proponents must meet. Please carefully review the requirements noted on this form as the requirements contained therein will be used by TBDSSAB to determine the completeness of your submission and your eligibility to be considered for funding.

#### **Requirement(s)**

Proponents must complete all forms as noted on Form 1 – Proposal Submission Checklist. In addition, and as is noted on the forms, Proponents are to provide the following:

- Evidence of financial competence including at a minimum copies of the current and previous years' audited financial statements of the Proponent and any partners. If audited statements are not available, additional information to substantiate or establish liquidity and debt management is required.
- Previous development history including number and types of projects built. If the experience is limited, the Proponent must demonstrate that the necessary expertise has been acquired by, for example, entering into an agreement with a qualified third party. Executed copies of any such

agreements must be included as part of the submission. Agreements can be conditional based on the receipt of program funding.

- Previous property management experience including number of projects, size, type (commercial/residential), and client group served. If the experience is limited, the Proponent must demonstrate that it has acquired the necessary expertise by, for example, entering into an agreement with a qualified third party. Executed copies of any such agreements must be included as part of the submission. Agreements can be conditional based on the receipt of program funding.
- A minimum of 3 references (Form 9) from clients for Canadian projects.
- All Proponents must be incorporated. A copy of the incorporation documents must be provided.
- Copy of partnership agreement(s), if applicable.
- Statement of Insurance (Form 12)
- List of team members including architect, engineer, consultants, and contractors. Provide resumes that indicate type and level of expertise that each member brings to the team relative to project development, residential construction, project management and rental housing management.

### **3.4.2 Equity**

Private developers must meet the minimum equity investment program criteria of 10% of the projects lending value.

Where a private company partners or enters into a partnership with a non-profit or charitable organization, the minimum equity contribution is reduced to 4%.

Charitable and non-profit organizations are not required to have owner's equity to be eligible for funding. They must, however, meet all other program requirements.

Proponents are encouraged to make equity contributions over and above the minimum program requirements. Equity can be in the form of land and/or cash.

#### **Requirement(s)**

If the equity requirement is provided in the form of land, proof of ownership, or a valid copy of an Option to Purchase or Purchase and Sale Agreement must be

provided. The purchase price is to be supported by a land or property appraisal prepared by an individual or firm accredited with the Appraisal Institute of Canada.

Non-profit Proponents seeking to use surplus lands or land equity from an existing non-profit project that is subject to the *Housing Service Act, 2011* (replaces the *Social Housing Reform Act, 2000* effective January 1, 2012) will require TBDSSAB Consent. Refer to Section 3.5.1 for details.

### **TBDSSAB Preference(s)**

Projects that have equity contributions greater than the minimum program requirements and result in rents that are, on average, below the CMHC average market rent (AMR), will be evaluated more highly. Refer to Section 3.7.1 for details on average market rents.

### **3.4.3 Interest in Land**

Proponents must have secured a site and verify their interest in the land. Land can either be owned outright or under option to purchase. If there is an option to purchase a site and the Proponent is applying in fiscal 2012/13, the expiry date of the option must fall at least 120 days after the execution date of the Contribution Agreement. The execution date of the Contribution Agreement will occur after April 1, 2012 and no later than December 31, 2012.

### **Requirement(s)**

Proponents must submit Form 9 – Proof of Ownership and a valid copy of the Option to Purchase or Purchase and Sale Agreement, as may be applicable.

## **3.5 Eligible Projects**

Determination of project eligibility is subject to final approval by MMAH.

### **3.5.1 Eligible Types of Development**

Eligible types of development include:

- New construction, including additions and extensions
- Acquisition and, where required, rehabilitation of projects that are in danger of being lost to the rental housing stock
- Conversion of non-residential buildings or units to purpose-built rental buildings/units (e.g., could be conversion of non-residential space in a rental building to a residential unit)

As previously noted, construction of new rental housing on social housing lands may be permissible with the appropriate consent. After January 1, 2012, TBDSSAB will be responsible for providing consent for an addition to existing social housing. Proposals that contemplate the severance and sale of a portion of social housing lands may also require the consent of the Minister.

### **Requirement(s)**

A business case is required for proposals for additions to existing rental residential properties.

The business case must demonstrate the benefits to the municipality in which the intended project will be built and include the following:

- A building condition assessment or technical audit prepared by a qualified person or firm
- Full financial disclosure, such as a copy of the current and previous years' audited financial statement for the property
- If the proposal involves the displacement of existing tenants, the business case must also contain a tenant relocation plan acceptable to TBDSSAB

Proposals that do not submit a business case where one is stipulated will not be considered for funding.

Consent from TBDSSAB for additions to existing social housing projects is required.

Consent from TBDSSAB and the Minister of Municipal Affairs and Housing for the severance and sale of a portion of social housing lands is required.

### **3.5.2 Excluded Types of Development**

Ineligible projects include:

- Secondary suites in owner-occupied housing
- Nursing and retirement homes
- Social housing that receives ongoing federal subsidies
- Shelters and crisis care facilities
- Owner-occupied housing
- Projects that have received funding under the federal Residential Rehabilitation Assistance Program (RRAP)
- Student housing/residences

- Mobile homes that may be offered for rent
- Life Lease developments
- Projects with less than four units
- Projects where an occupancy permit has been issued prior to the awarding the EOI
- Condominiums

### 3.5.3 Building Type

Building types under this program can be high rise, low-rise apartment buildings, townhouses, or row houses and must be compatible to other housing within the existing community.

### 3.5.4 Project Size

**Projects must be greater than four (4) units.**

### 3.5.5 Unit Sizes

The IAH guidelines require that units must be modest in size and amenities relative to other housing in the community. The units are to be self-contained to receive full funding per unit, based on a cost analysis, unless a rationale is provided.

The following average unit sizes are required as a minimum for new construction projects.

Unit Type	Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Apartment	41.8 m2	60.4 m2	79.0 m2	92.9 m2	111.5 m2
Townhouse (Row House)	N/A	65.0 m2	83.6 m2	102.2 m2	120.8 m2

### 3.5.6 Unit Types

All unit types are to address the needs of the client group the housing in intended to serve. A rationale is to be provided for the unit types to be provided.

### 3.5.7 Planning Approvals

All proposals are subject to the normal planning approvals and associated community consultation process and public hearings, where applicable. All Proposals will require the appropriate municipal planning approvals to be in place before a Contribution Agreement can be signed. Proponents must demonstrate the project is or will become compliant with local planning requirements.

## Requirement(s)

Proponents will be required to submit the following:

- Form 8 – Local Planning Department Proposal Review signed and completed by the local municipal planning department/officer to confirm that the project is supported by the local level and is eligible for construction within the required timelines specified by the Proponent.
- Site Screening Questionnaire, Form 8a, or a Phase 1 Environmental Site Assessment in accordance with the Ministry of the Environment's Guideline for Use at Contaminated Sites in or a copy of the Environmental Site Assessment report.
- Projects funded under the IAH are subject to the Canadian Environmental Assessment Act (CEAA). Confirmation that the project has complied with the CEAA is required. Confirmation by a qualified professional such as the project architect or engineer is required.
- Evidence the Proponent has applied for or received a Building Permit and Site Plan approval.
- One (1) original and one (1) copy of the approved Site Plan or application for Site Plan and documentation.
- A Development Schedule showing key dates including but not limited to: any planning approvals, environmental site assessments, construction schedule, substantial completion and occupancy.

***Note: Proposals seeking IAH funding approval in year 2012/13 and that require official plan amendments, zoning amendments, minor variances, or other such Planning Act applications, will only be funded once the approvals are in place.***

### 3.6 Building Design

#### 3.6.1 Building Permit

All projects must conform to the current Ontario Building Code (OBC) standards and local by-laws. The design concept should demonstrate sound planning principles and design features consistent with the property's surrounding land uses.

## **Requirements**

Proponents are also required to submit the following:

- One (1) original and one (1) copy of building specification.
- One (1) original and one (1) copy of concept drawings showing at a minimum the site plan, configuration of units, unit sizes, elevations, number of parking spaces, amenity space and any design features for accessibility.
- A rationale for the design in relation to the clients served and the community in which the project is to be located.
- Identify the use of any municipal design criteria used in developing the proposal.
- Describe any building standards that exceed the norm as defined by the Ontario Building Code.

### **3.6.2 Energy Efficiency**

TBDSSAB encourages Proponents to use energy efficient features in building design and ENERGYSTAR rated products when available.

Proposals which incorporate energy efficiency features such as:

- The energy efficiency of the building design must be at least 25% higher than the reference building designed to the Model National Energy Code for Buildings or 18% high than the reference building designed to ASHRAE 90.1 – 1999 (without amendments).
- Building design for buildings under Part 9 of the Ontario Building Code must at least meet the performance of Energuide 80 or equivalent.
- ENERGYSTAR–rated products must be used when available.
- Confirmation of compliance is to be provided by a qualified professional such as the project architect or engineer.

**Will be rated more highly.**

#### **3.6.2.1 Suite Meters**

As of January 1, 2011 it is mandatory that suite meters be installed in all new social and affordable housing units. The *Energy Consumer Protection Act, 2010*

and Ontario Regulation 389/10 set out the rules for suite meter installation. For further information, please contact the **Ontario Energy TBDSSAB's Consumer Relations Centre at 1-877-632-2727** or go to [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca) .

Proponents are encouraged to utilize all other incentives available in their locations. The Ministry of Energy provides an Energy Efficiency Resource & Funding Guide that contains an overview of available programs (see [http://www.mei.gov.on.ca.wsd6.korax.net/english/pdf/conservationenergyefficiency\\_funding.pdf](http://www.mei.gov.on.ca.wsd6.korax.net/english/pdf/conservationenergyefficiency_funding.pdf))

### **3.6.3 Accessibility**

Proposals must be in compliance with applicable accessibility legislation.

#### **Requirement(s)**

Provide a description of the accessibility provisions in the proposal.

### **3.7 Affordability, Rents and Household Income Limits**

#### **3.7.1 Affordability**

Projects approved under the IAH - Rental Housing component, must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80% of CMHC Average Market Rent (AMR) at the time of occupancy.

While individual unit rents may be set above or below the 80% threshold, an IAH funded unit must not have a rent that is greater than the CMHC AMR.

Projects may include both IAH and market rent units, but only units with rents that meet affordability requirements are eligible to receive IAH funding.

In the District of Thunder Bay where 80% of the AMR is less than the Modified Ontario Works (OW) Shelter Allowance rate, the Modified OW allowable rent may be substituted for the 80% of the AMR as the higher rent prevails. This is detailed in the following table.

## ALLOWABLE RENT FOR APARTMENTS FOR 2010

Unit Type	Average Market Rent (AMR)	80% of AMR	Modified OW Shelter Allowance	Shelter Allowance as % of AMR	Allowable Rent
Bachelor	503	402	359	71.0	402
1 Bedroom	624	499	462	74.0	499
2 Bedroom	763	610	612	80.0	612
3+Bedrooms	915	732	666	73.0	732

For example, using the OW allowable rents and assuming a project comprised only of 1 bedroom units: If all units in a project had monthly rents at or below \$499, they would all be eligible for the capital funding.

If a number of the units are rented at the AMR (\$624), then a compensating number of units would have to be rented below \$499 per month to achieve an overall average project monthly rent of \$499. All units in the project would be eligible for the capital funding.

### 3.7.2 Rent Increases

Proponents may be required to agree that rents cannot be increased by more than the rent increase guideline established for each calendar year pursuant to the Residential Tenancies Act, 2006 or any successor legislation. The Proponent acknowledges that the rent increase guideline of the Residential Tenancies Act, 2006, or any successor legislation, does not apply to the project pursuant to that Act and agrees that rent increase guidelines will apply in accordance with the terms of the Contribution Agreement between the proponent(s) and TBDSSAB. Proponents should be aware that any rent increases above the Residential Tenancies Act rent increase guidelines during the 20 year affordability period will be subject to the approval of TBDSSAB.

### 3.7.3 Shelter Assistance

TBDSSAB may offer shelter assistance subsidy to clients residing in an IAH or other project. Proponents will be required to offer a minimum of 25% of the units to TBDSSAB for take-up under the Rent Supplement Program through-out the affordability period and TBDSSAB at its discretion will determine whether to refer tenants from its waiting list.

#### Requirement(s)

Proponents are required to offer a minimum of 25 % of units to TBDSSAB for take-up under the Rent Supplement Program.

### 3.7.3 Tenant Selection

The selection of tenants for units created under the program is the responsibility of the Proponent on a project-specific basis. The Proponent is responsible for establishing an application form and maintaining a waiting list for the projects. Tenants are to be selected in accordance with program guidelines, targets, rent levels and maximum income limits established for the program by TBDSSAB. Proponents are encouraged to select applicants from the social housing waiting list.

The New Rental Housing Component of the IAH is not subject to the *Social Housing Reform Act, 2000* or the *Housing Services Act, 2011*. Provisions of the Residential Tenancies Act, 2006 (and successor legislation) apply to the program.

#### Requirement(s)

Proponents must indicate their willingness to commit to a formal and consistent method of selecting tenants that conforms to all aspects of program requirements and that is acceptable to TBDSSAB.

The successful Proponent(s) will be required to submit a comprehensive plan detailing the tenant selection process for approval by TBDSSAB following the execution of the Contribution Agreement.

### 3.7.4 Household Income Limits

The program specifies household income limits and indicates that they must be established for units funded by the program at the time of initial occupancy. Current household income limits (HILs) are:

#### HOUSEHOLD INCOME LIMIT BY BEDROOM COUNT FOR 2011

Bedroom Size	Maximum Annual Income Limit
Bachelor	22,500
1 Bedroom	26,500
2 Bedroom	32,000
3 Bedroom	36,500

TBDSSAB is responsible for ensuring that there is an income verification process and will instruct the successful Proponent(s) on appropriate income verification protocol.

### **3.8 Financial Feasibility**

#### **3.8.1 Financial Plan**

The financial viability of the proposed project must be clearly demonstrated for both capital and its ongoing operation over the affordability period.

If the proposed project shares any common areas with another residential or non-residential property not funded by the program, the Proponent is required to define what areas are shared or in common and how the costs for those common areas are to be apportioned.

Where the proposed project is an addition to an existing rental building or a conversion of non-residential space, the financial viability of each of the components as well as the entire development or project must be demonstrated. As previously noted, IAH funds cannot be used for units that are not designated as Affordable Rental Units by TBDSSAB. Proponents should note that projects must be eligible and qualify for CMHC mortgage loan insurance.

#### **Requirement(s)**

The Financial Plan must address the following items:

- Development Budget – for both the residential and any non-residential components of the project.
- Capital Financing Plan – Proponents must have secured financing for the Project. A commitment letter from a lender is required.
- Operating Budget for the term of the program.
- Property Management Plan.
- No co-mingling of IAH funds with other corporate financial activities.

Non-profit Proponents with existing projects that are subject to the Housing Services Act 2011 (replaces Social Housing Reform Act, 2000, effective January 2012) will be required to separate the financial statements of the new project from the activity of existing social housing operations. That is, IAH activities cannot be co-mingled with other activities of the corporation.

### **3.8.2 Development Budget**

The capital/development budget must provide detailed estimates of all anticipated costs related to property acquisition, servicing, insurance, consultants, and construction/ renovation costs including contingencies and the acquisition of appliances and furnishings for common areas and office. The capital budget is to show the application of the Proponent's equity and financial contributions provided by the federal and provincial governments. The capital budget must be fully supported with estimates prepared by a Quantity Surveyor or equivalent.

#### **Requirement(s)**

Proponents must undertake the following:

- Complete Form 5 – Capital/Development Budget for both the residential and any non-residential/shelter components showing Proponent equity and listing all assumptions made. A separate capital budget is required for non-residential space or any space that does not pertain to the IAH program.
- Provide a current land appraisal prepared by an accredited appraiser with the Appraisal Institute of Canada or equivalent documentation acceptable to TBDSSAB.
- Provide a letter from the primary lender regarding their intent to finance the project. This can be conditional on obtaining program funding.
- Provide common area cost sharing arrangements applicable to projects containing non-residential/shelter space or residential units which will not be subject to IAH funding.
- The development budget must be supported by cost estimates prepared by a Quantity Surveyor or equivalent.

### **3.8.3 Operating Budget**

The operating budget is to provide a five-year forecast demonstrating the ongoing financial viability. It is to include detailed estimates including but not limited to: administration, management fees, maintenance, utilities, insurance and capital reserve contribution. In developing the budget, the benefits of the application of the single residential tax rate in determining the property taxes must be clearly demonstrated.

## **Requirement(s)**

Proponents must provide the following:

- Complete Form 6 – Proposed Annual Operating Budget for the first five (5) years.
- List and provide supporting documentation to explain all assumptions used in forecasting the budget, e.g., inflation rates, revenue increases, single residential tax rate, etc.
- Minimum capital reserve contribution of 4% of effective gross income for IAH units.
- A separate operating budget for support services, non-residential/shelter or residential space that is not funded under this program is required.

### **3.8.4 Property Management Strategy**

Proponents should be considering the preparation of a comprehensive property management plan early in the process. Such a plan should address key items including but not limited to: staffing levels, preventative maintenance, marketing, tenant selection, purchasing policies and internal control procedures.

For the purposes of this EOI, TBDSSAB is most interested in who will be managing the property and their level of experience.

## **Requirement(s)**

Proponents must provide the following information:

- Identify whether the property will be self-managed or contracted out.
- Experience of person(s) or firm providing the service.
- Copy of an executed property management agreement or memorandum of understanding conditional upon the execution of a Contribution Agreement, if applicable.
- Outline of tenant selection process.
- Occupancy plan to reduce the risk of vacancy loss.

## **4.0 INSTRUCTIONS TO PROPONENTS**

The Expression of Interest is intended to provide a framework for TBDSSAB to evaluate each Proposal and determine which submission(s) most closely address the requirements of the Rental Component of the IAH and the housing needs of the residents in the District of Thunder Bay

### **4.1 Submission of Proposals**

Five (5) signed copies of the proposal (one unbound) and a digitized (CD) copy are to be submitted in a sealed envelope or other appropriate container clearly marked with the Expression of Interest number (label attached as Form 14), by mail, courier or hand delivered to the attention of:

Mr. Sandy Isfeld  
Director, Service System Planning  
The District of Thunder Bay Social Services Administration Board (TBDSSAB)  
231 South May Street,  
Thunder Bay Ontario P7E 1B5

**Submissions must be received NO LATER THAN 4:30 PM EST on April 2, 2012.**

### **4.2 Questions regarding the Expression of Interest**

Questions related to this EOI are to be directed by regular mail or email to:

Mr. Sandy Isfeld  
Director, Service System Planning  
The District of Thunder Bay Social Services Administration Board  
(TBDSSAB)  
34 N. Cumberland Street  
Thunder Bay, ON P7A 8B9  
[sisfeld@thunderbay.ca](mailto:sisfeld@thunderbay.ca)

**Until February 17, 2012.**

**After February 17, 2012 our office address will change and questions must be addressed to:**

Mr. Sandy Isfeld  
Director, Service System Planning  
The District of Thunder Bay Social Services Administration Board  
(TBDSSAB)  
231 South May Street,  
Thunder Bay Ontario P7E 1B5  
[sisfeld@thunderbay.ca](mailto:sisfeld@thunderbay.ca)

All questions and/or clarification requests regarding this EOI are to be sent in writing or email to the individual mentioned above.

No clarification requests will be accepted by telephone.

Responses will be provided to all proponents by the posting of questions and answers on our website ([www.tbdssab.ca](http://www.tbdssab.ca)) and by distribution of email to those registered proponents or persons having submitted a Letter of Intent to Submit Proposal. All proponents and potential proponents are encouraged to check our website frequently for updates on this EOI process.

Inquires must not be directed to other TBDSSAB employees or elected officials. Directing inquires to other than those designated may result in your proposal being rejected.

**The deadline for receipt of questions or clarification inquires will be 12:00 noon EST March 2, 2012.**

#### **4.3 Addenda/Addendum**

Any and all changes to the EOI will be issued by TBDSSAB in the form of a written addendum sent to all registered proponents by email and by posting on [www.tbdssab.ca](http://www.tbdssab.ca). If a written addendum is issued, its receipt must be acknowledged by the Proponent by its inclusion in the appropriate section of the Form of Proposal.

It is the sole responsibility of proponents to satisfy themselves that they are aware of and have understood all addenda, revisions, clarifications and questions related to this EOI.

In addition TBDSSAB will assume no responsibility for oral instructions or suggestions proponents claim to have received from any source whatsoever.

#### **4.4 Restrictions**

Proposals must not be restricted by a statement added to the bid form or by a covering letter, or alterations to any of the documents and forms provided in this EOI.

Should a dispute arise from the terms and conditions of any part of the EOI regarding meaning, intent or ambiguity, the decision of TBDSSAB shall be final.

Faxed or electronic submissions will not be accepted in response to this EOI.

Proposals must be submitted in the form and format as detailed in Section 4.12.

Proposals must be legible, printed in ink or typewritten.

The individual with signing authority on behalf of the Proponent must initial all erasures, overwriting or strikeouts.

#### **4.5 Alternate Proposals**

Proponents may submit more than one Proposal for evaluation. Each Proposal must be submitted as a separate Proposal in full compliance with the requirements of this EOI.

Proposals presenting more than 'Option' for consideration will not be accepted or evaluated by TBDSSAB.

Proponents must submit a proposal outlining one (1), clear, preferred option for evaluation by TBDSSAB, which TBDSSAB may accept or reject as a qualifying proposal. If proponents wish to present more than one option for the same property or location (for example) a separate complete proposal must be submitted for consideration. Only one Letter of Intent to Submit is required as notice to TBDSSAB for multiple proposals by the same proponent or group.

#### **4.6 Unbalanced Proposals**

Proposals which are deemed to be conditional, illegible or obscure, or that contain reservations, erasures, alterations or irregularities of any kind, may be rejected as informal.

Proposals that contain costing estimates which appear to be so unbalanced as likely to affect adversely the interests of TBDSSAB or MMAH may be rejected.

#### **4.7 Supplemental Terms and Conditions**

Proposals that contain supplemental terms and conditions that conflict with those in the EOI or diminish TBDSSAB's rights under any Agreement resulting from the EOI

will be considered null and void. TBDSSAB is not responsible for identifying conflicting supplemental terms and conditions before an Award is issued. After Award, if a conflict arises between a supplemental term or condition included in the proposal and a term or condition of the EOI, the term or condition of the EOI will prevail.

#### **4.8 Amendments to Proposals**

Amendments to proposals will only be allowed if requests are received prior to the proposal submission deadline.

#### **4.9 Close of Submission**

Following the closing date of the EOI and until the proposal(s) is/are accepted or all are rejected, no communication relevant to the proposal shall take place with TBDSSAB except in response to a request from TBDSSAB.

#### **4.10 Proposal Expiry**

Proponents hereby acknowledge that their proposals shall be irrevocable for a period of one hundred and twenty (120) days from the proposal submission deadline or until a Contribution Agreement and or Other Agreement is signed with the successful Proponent(s), whichever comes first. Extensions to this period may be granted with the mutual agreement of TBDSSAB and the successful Proponent. Notwithstanding any extensions to this period, the final construction start date cannot exceed March 31, of the fiscal year for which funding is being sought. That is, for proposals seeking funding in fiscal 2012/13, Contribution Agreement must be signed no later than December 31, 2012 and construction started no later than March 31, 2013.

#### **4.11 Project Award**

It is important to note that TBDSSAB does not have final approval authority for projects proposed under the IAH.

Once TBDSSAB selects a project as best meeting the requirements of this EOI, the proposal must be submitted by TBDSSAB to the Ministry of Municipal Affairs and Housing (MMAH) for approval. TBDSSAB may only submit projects for approval to MMAH between April 1<sup>st</sup> and September 30<sup>th</sup> of the fiscal year in which funding is sought.

Project approval by MMAH will then be based on construction readiness, ability to meet the IAH program's eligibility criteria, and alignment with TBDSSAB local priorities and plans for IAH implementation.

Once approved, a project will receive a Conditional Letter of Commitment (CLC) from the ministry, which confirms ministry approval and outlines the steps to take prior to a Contribution Agreement being signed between TBDSSAB and proponent(s).

While final project approval rests with the MMAH, the Contribution Agreement is executed between the successful Proponent(s) and the TBDSSAB. This agreement will govern the relationship between the successful Proponent(s) and the TBDSSAB for the duration of the program. It describes the legal obligations and reporting requirements for the project. Funds may only be advanced once a CA is signed.

#### **4.12 Submission Content**

The following format and sequence is to be followed in order to provide consistency in the Proponent response and ensure each Proposal receives full consideration.

1. Title page showing Expression of Interest Number, Proponent's name and address, fax number, telephone number and a contact person.
2. One page letter of introduction signed by the person(s) authorized to sign on behalf of, and bind the Proponent to, statements made in the proposal.
3. Table of Contents. The Table of Contents is to be divided into tabs. At a minimum, there is to be one tab for each of the 14 forms noted under point 7 below. Each of the tabs will be sequentially numbered. Form 8 and 8a may be included in the same tab.
4. Tab content. The material to be provided in each tab includes:
  - The relevant form duly completed and executed,
  - Attachments specified on the form or elsewhere in this EOI,
  - Additional explanatory notes or attachments the Proponent deems necessary, and
  - List of assumptions as applicable to the information provided.
5. Summary of the key features of the proposal. This summary can be its own tab or it may be included in the same tab as Form 4 – Proposal Summary depending on its content.
6. Addenda. All addenda are to be signed, attached to Form 3 – Form of Offer and returned with the proposal.
7. List of Forms. The list of forms to be completed by the Proponent is provided in the following table.

### List of Mandatory Forms

Form Number	Name of Form
Form 1	Proposal Submission Checklist
Form 2	Mandatory Eligibility Checklist
Form 3	Form of Offer
Form 4	Proposal Summary
Form 5:	Capital/Development Budget
Form 6	Proposed Annual Operating Budget
Form 7	Project Funding Worksheet
Form 8:	Local Planning Department Proposal Review
Form 8a:	Site Screening Questionnaire
Form 9:	Reference Form
Form 10:	Tax Compliance Declaration
Form 11:	Statement of Equity Contribution
Form 12:	Statement of Insurance
Form 13:	Proof of Ownership
Form 14:	Official Bid Document Label

## 5.0 EVALUATION OF SUBMISSIONS

Proposals will be evaluated based on a competitive process. TBDSSAB will determine at its sole discretion which proposals best meet the requirements of the IAH program, TBDSSAB's housing objectives and preferences.

A Review Committee has been established to review all proposals submitted under this EOI. Members of the Review Committee will have expertise in Housing, Finance and Planning. Recommendations from the Review Committee will be forwarded to TBDSSAB for review and approval.

## 5.1 Note on Approvals

TBDSSAB approval for proponents applying for fiscal year 2012/2013 means the TBDSSAB has recommended to the MMAH that approval be granted subject to all terms and conditions being satisfied within program timeframes.

For Proponents applying for fiscal years 2013/14 and 2014/15 of the IAH program, approval will be in principle meaning TBDSSAB is prepared to work with the Proponent(s) to bring the project to fruition.

The successful Proponent(s) will be notified by way of a Conditional Letter of Commitment from TBDSSAB that sets out the conditions for funding.

## 5.2 Evaluation Criteria

The evaluation of proposals will be conducted in three (3) phases.

### Phase 1 – Submission Completeness

All proposals will be reviewed for completeness and compliance against the mandatory requirements as stated in the EOI. Proposals deemed to be non-responsive will be eliminated from further deliberation. Proponents applying for fiscal year 2012/13 of the IAH program are cautioned to carefully review Forms 1 and 2 to ensure all mandatory forms are completed, attached and program requirements have been met.

### Phase 2 – Proposal Evaluation

Proposals will be assessed against the minimum program requirements. Proposal evaluations will be weighted as follows.

#### CORE EVALUATION CRITERIA

Category	Maximum Points
Proponent Qualifications	10
Proposal Concept	10
Development Plan	20
Meets demonstrated community need*	30
Project viability	30
<b>Total Points</b>	<b>100</b>

\*as established by TBDSSAB's housing strategy (*Under One Roof*) and other relevant planning documents and needs assessment reports (such as those available from the Northwest Local Health Integration Network).

### Phase 3 – TBDSSAB’s Preferences

Proposals that meet the preferences identified by TBDSSAB will be awarded additional points. The maximum number of points that will be awarded is 20.

#### PHASE 3 – PREFERENCES CRITERIA

Criteria	Points
Equity contribution is greater than the program requirements	5
Energy measures that exceed minimum program requirements	5
Proposals which maximize the number of projects which TBDSSAB may fund under the IAH.**	10
<b>Total Points</b>	<b>20</b>

\*\*i.e. projects of less than 20 units in size or requiring lower capital contributions from IAH funds may allow more than one project to be funded.

Proposals will then be ranked by the Review Committee and recommendations made to TBDSSAB.

Disclaimer: Every attempt has been made to make this EOI as thorough as possible but it may be necessary to return to Proponents for additional information in the evaluation process, or for clarifications.

### 5.3 Negotiations and Review of Offers

Discussions may be conducted with Proponents for the purpose of clarification of their proposals to assure full understanding of and responsiveness to the solicitation requirement.

The Review Committee may request that proponents make a presentation to the committee to further clarify or explain elements of the proposal.

All proposals will be evaluated using the evaluation grid criteria noted unless the proposal does not meet the minimum requirements and, therefore, not short listed.

Once the Review Committee has reviewed the initial proposal submissions, the Review Committee will recommend that the Board of TBDSSAB approves forwarding the submission to the Ministry of Municipal Affairs & Housing.

## 5.4 Important Dates

The following schedule of events represents TBDSSAB's best estimate of the time frame associated with this EOI. TBDSSAB reserves the right to modify the dates at its discretion.

### SCHEDULE OF EVENTS

EOI Issue Date	December 20, 2011
Letters of Intent to Submit Proposal Due	January 6, 2012
Information Session	January 20, 2012
Deadline for Questions and Clarification Requests	March 2, 2012
Deadline for Answers to be posted on www.tbdssab.ca	March 9, 2012
Proposal Submission Deadline	April 2, 2012
Submission to TBDSSAB Board of recommended Project(s)	May 2012
Submission of recommended Project(s) to MMAH	June 2012
Proponent(s) advised of Results of EOI	TBD
Latest date Contribution Agreement to be signed for fiscal 2012/13 under IAH	December 31, 2012
Latest Date to Start Construction for fiscal 2012/13 IAH	March 31, 2013

## 6.0 Rights Reserved

### 6.1 Proposal Evaluation

At the close of the EOI, TBDSSAB will examine all eligible proposals. TBDSSAB will review the Proponents' proposals based on the evaluation criteria and may elect to conduct interviews of selected Proponents after completing this review. The Proponents to be interviewed will be contacted by phone and notified of the date time and place of the interview. The interviews will take place in the City of Thunder Bay and transportation to and from the meeting for the Proponent's representatives will be at the expense of the Proponent. TBDSSAB expressly reserves the right to interview some or all Proponents selected in TBDSSAB's sole discretion, which discretion shall not be fettered by cost or preliminary scoring.

TBDSSAB at its sole discretion may clarify any aspect of this EOI or any proposal submitted by any Proponent at any time. TBDSSAB's right to clarify includes the right to request additional or missing information. The purpose of such clarification is to enable TBDSSAB to determine whether the Proponent's proposal complied with the EOI and to evaluate the proposal. All clarifications will be in writing in a form satisfactory for inclusion in the proposal and satisfactory to TBDSSAB.

TBDSSAB reserves the right to perform such investigations as may be deemed necessary to ensure that competency of the Proponent and its agents or partners and viability of the proposal.

The submission(s) with the lowest funding request(s) will not necessarily be approved by the Board and the Board reserves the right to accept or reject any or all responses and/or to reissue the EOI in its original or revised form.

The Board reserves the right to require Proponents to:

- a) Provide additional information in writing, verbally, or through a presentation.
- b) Modify submissions in areas considered to be deficient.
- c) Address specific requirements not accurately covered in their initial submissions.

The Board reserves the right to modify any and all requirements stated in the EOI. In such an event, any and all changes will be forwarded to all registered proponents and made publicly available on TBDSSAB's website.

TBDSSAB reserves the right to negotiate an alternative proposal or certain aspects of the original proposal with one or more Proponents leading to a proposal different from the original Proposal, with no obligation to re-issue the EOI or to issue a new EOI.

TBDSSAB reserves the right to withdraw the EOI at any time.

Submission of a proposal authorizes TBDSSAB to contact all references provided. Failure to provide references and details of experience may result in the EOI not being considered.

TBDSSAB will make every effort to safeguard the confidentiality of each proposal submission. However, all proposal submissions are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, which include public access requirements.

## **6.2 Rights Reserved General**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this EOI.

This EOI should not be construed as a contract to purchase goods or services. It does not commit TBDSSAB and/or the Ministry of Municipal Affairs and Housing to award funds. TBDSSAB reserves the right to accept or reject any Proposal for

any reason whatsoever. Proposals with the lowest funding request will not necessarily be accepted.

TBDSSAB is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews/oral presentations/on site demonstrations, etc. Furthermore, TBDSSAB shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any interested party, prior to subsequent to, or by reason of the acceptance, or non-acceptance by TBDSSAB of any response, or by reason of any delay in the acceptance of the response.

The selection of the successful Proponent(s) shall be final and without recourse.

TBDSSAB's Board of Directors shall have the final authority on all matters regarding this EOI.

## **7.0 TERMS AND CONDITIONS**

The following terms and conditions are deemed to be accepted by all Proponents of proposals in response to this EOI and shall be binding on them.

### **7.1 IAH Contribution Agreement**

As previously noted, the successful Proponent(s) will be required to enter into a Contribution Agreement with TBDSSAB. The Contribution Agreement details the terms of the program, level of federal/provincial funding, legal obligations of the parties, and reporting requirements for the duration of the program.

By signing the Contribution Agreement with TBDSSAB, the successful Proponent(s) accept(s) the responsibility for the project being on time and on budget. No increase in financial contributions or increase in Average Market Rents beyond the program parameters will be entertained by TBDSSAB.

If TBDSSAB determines that the Proponent has refused to perform the work and/or is in default of the terms and conditions of the Contribution Agreement, TBDSSAB upon reasonable notice may seek to invoke its remedies under the Contribution Agreement and/or terminate said Agreement.

The Contribution Agreement is signed following approval of the project by TBDSSAB and the Ministry of Municipal Affairs and Housing (MMAH) when all conditions have been met. The conditions will be set out in the Conditional Letter of Commitment from MMAH.

The terms and conditions of the contribution agreement will reflect and transfer to proponents, at minimum, the terms, conditions, program requirements and obligations created for TBDSSAB by its IAH Administration Agreement with the

Ministry of Municipal Affairs and Housing (MMAH) so that TBDSSAB may ensure that it meets its obligations under that agreement.

The sample Contribution Agreement will be available for proponent review prior to March 2, 2012.

## **7.2 Other Agreements**

The successful Proponent(s) under the IAH may be required to enter into other legal agreements as may be determined by TBDSSAB.

## **7.3 Proponent's Responsibility**

It shall be the responsibility of each Proponent to:

- a) Examine all the components of this EOI, including all appendices, forms and addenda;
- b) Acquire a clear and comprehensive knowledge of the program before submitting a proposal; and
- c) Become familiar and, if the successful Proponent, comply with all of TBDSSAB's Policies and relevant federal and provincial legislation.

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into based on the Proponent's Proposal.

## **7.4 Prime Proponent**

A joint Proposal by a consortium of two or more Proponents having no formal corporate links may be submitted, but one person or company must be shown as the prime Proponent and be prepared to represent the consortium to TBDSSAB by executing the Contribution and/or other Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a subcontracting or consortium relationship, it is required that those associate firms be named in the proposal.

## **7.5 Omissions, Discrepancies and Interpretations**

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the EOI documentation or who is in doubt as to the meaning of any part of the EOI should notify TBDSSAB in writing by **12 Noon EST March 2, 2012.**

If TBDSSAB considers that a correction, explanation or interpretation is necessary or desirable, TBDSSAB will issue an Addendum and may extend the deadline for submissions at its sole discretion.

The decision and interpretation of TBDSSAB shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the EOI documents.

## **7.6 Incurred Costs**

For greater certainty, TBDSSAB will not be liable for, nor reimburse, any potential Proponent or Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with TBDSSAB, as the case may be.

THE REJECTION OR NON-ACCEPTANCE OF ANY OR ALL PROPOSALS SHALL NOT RENDER TBDSSAB LIABLE FOR ANY COSTS OR DAMAGES TO ANY FIRM THAT SUBMITS A PROPOSAL.

## **7.7 No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent for the purposes of deception, manipulation, or circumvention of the EOI selection and review process or to advantage or disadvantage other proponents or proposals. Any such instances will result in the rejection of those proponents' submissions and cancellation of any subsequent Agreements at TBDSSAB's sole discretion.

### **7.7.1 Required Warranties**

Each Proponent of a proposal is deemed to expressly declare and warrant in the proposal that:

- a) The costing in the proposal have been arrived at independently from those of any other Proponent of a proposal;
- b) The costs in the proposal have not been knowingly disclosed by the Proponent of a proposal, and will not knowingly be disclosed by the Proponent of a proposal prior to award, directly or indirectly, to any other Proponent of a proposal or competitor;
- c) No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition;
- d) The proposal is in all respects fair and without collusion or fraud;

- e) There has been and will be no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of the proposal, and the Proponent agrees to hold TBDSSAB harmless from any and all liability, loss, expense, action or suit occasioned by any such violation;
- f) All materials and/or services proposed to be supplied to TBDSSAB conform in all respects to the standards set forth by Federal and Provincial agencies.
- g) The Proponent of the proposal:
  - i. Is competent and has the necessary qualifications, including knowledge, skill and experience to execute the proposal, together with the ability to use those qualifications effectively for that purpose;
  - ii. Shall supply everything necessary to ensure performance;
  - iii. Shall work in a diligent and efficient manner; and
- h) The Proponent has and follows a health and safety plan for employees and representatives who will be present on the property of TBDSSAB as part of any Agreement arising from the EOI.

## **7.8 Acceptance of Proposals**

TBDSSAB shall not be obliged to accept any proposal in response to this EOI.

TBDSSAB may, without incurring any liability or cost to *any* Proponent:

- a) Accept or reject any or all proposal(s) at any time;
- b) Waive immaterial defects and minor irregularities in any proposals;
- c) Modify and/or cancel this EOI prior to accepting any proposal.

TBDSSAB is relying on the experience and expertise of the Proponent.

TBDSSAB reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of TBDSSAB.

## **7.9 Privacy, Confidentiality and Proprietary Rights**

The *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) shall apply to all information and records created and/or shared, pursuant to this Agreement.

In accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the personal information Proponents provide is being collected under authority of the *Municipal Act* and will be used exclusively in the selection process. All proposals submitted become the property of TBDSSAB. Because of MFIPPA, Proponents are reminded to identify in their Proposal

material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential. TBDSSAB reserves the right to discuss any and all proposals, to request additional information from Proponents and to accept or reject any and all Proposals.

In the event that TBDSSAB discloses information to the Proponent that TBDSSAB considers confidential or proprietary and so notifies the Proponent, the Proponent agrees to hold the information with at least the same degree of care and safeguards that it would take with respect to its own proprietary information.

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act, S.C. 2000, C.5*, including any amendments thereto.

“PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA.

The Proponent represents and warrants that it shall:

- a) Adhere to standards of Fair Information Practices;
- b) it shall uphold both the letter and the spirit of the *Municipal Freedom of Information and Protection of Privacy Act* and related TBDSSAB policies and procedures;
- c) Forward all public access to information and correction requests made under this Agreement to TBDSSAB's Chief Privacy Officer;
- d) Preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by TBDSSAB;
- e) Ensure the PIPEDA compliance of all PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
- f) Ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to TBDSSAB.

## **7.10 Failure or Default of Proponent**

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the EOI, TBDSSAB may disqualify the Proponent.

## **7.11 Governing Law**

This EOI and any proposal submitted in response to it and the process contemplated by this EOI including any ensuing Agreement(s) shall be governed by the laws of the Province of Ontario including the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c. M56, as amended, and

*Occupational Health and Safety Act, R.S.O. 1990, c.O.1 and the Accessibility for Ontarians with Disabilities Act, 2005. S.O. 2005, c. 11.*

Any dispute arising out of this EOI or this EOI process will be determined by a court of competent jurisdiction in the Province of Ontario.

Further, all Proponents of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

### **7.12 Signing Requirements**

Submissions that are not signed will be rejected.

If the Proponent of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company.

If the Proponent of a proposal is not an incorporated company, the person submitting the proposal on behalf of the Proponent should sign his or her own name in the presence of a witness who should sign beside the person's name.

### **7.13 Dispute**

In cases of dispute as to whether proposals meet the requirements of this EOI and TBDSSAB, the decision of TBDSSAB CAO shall be final and binding.

### **7.14 No Assignment**

Unless otherwise agreed, should TBDSSAB enter into an Agreement relating to the proposal, the other contracting party shall not, without the written consent of TBDSSAB, assign or subcontract any aspect of the deliverables.

### **7.15 Deemed Satisfaction As To Submission**

The submission of a proposal shall be deemed conclusive proof that the Proponent of a proposal has satisfied itself as to all the requirements set out in the EOI, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may arise. No claims will be entertained by TBDSSAB based on the assertion by the Proponent of a proposal that it was uninformed as to any of the requirements of the proposal or the services to be provided thereunder.

## **7.16 Current Version of EOI**

Individuals downloading the EOI from TBDSSAB's website are solely responsible for ensuring that they have the latest version of the proposal and any Addenda that have been posted to the site related to this EOI.

## **7.17 Interpretations**

No oral interpretations shall be made to a Proponent as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents.

## **7.18 Waiver Of Rights In Proposal And Indemnity**

Each Proponent acknowledges and agrees that TBDSSAB is likely to receive, and be required to deal with several proposals, all of which may contain or disclose information considered by the Proponent to be of special, unique, secret or proprietary nature and that such information and the manner in which TBDSSAB may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act or the common law relating to unfair competition. TBDSSAB cannot accept any proposal that is subject to a reservation by the Proponent of any such rights and each Proponent, by virtue of filing a proposal pursuant to this Expression of Interest expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that proposal under all of the foregoing laws and expressly releases TBDSSAB and its staff and Proponents, if any, as well as the successful Proponent from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to TBDSSAB in that proposal.

Each Proponent shall indemnify and save harmless TBDSSAB its staff, its Proponents, if any, against all claims, actions, suits and proceedings, including all costs incurred by TBDSSAB brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or industrial design or the use or misuse in connection with their proposal.

The Proponent shall from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify TBDSSAB and any of its members of TBDSSAB's Board of Directors, officers, employees, agents, representatives, invitees, members, volunteers, successors and assigns from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever which may be brought against or made upon any of them and against all loss, liability, judgments, costs demands or expenses which any of them may sustain, suffer or be put to in respect of any loss, damage, or injury to any person or property directly or indirectly arising out of, resulting from

or sustained as a result of the work done by or on behalf of the Proponent or by reason, or on account of, or resulting from or arising out of the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Proponent, its agents, directors, officers, officials, servants, employees or Sub Proponents or any of them. The Proponent shall defend, indemnify and hold harmless TBDSSAB and any of its members of TBDSSAB's Board of Directors, officers, employees, agents representatives, invitees, members, volunteers, from any losses that arise or are related to the Proponent's performance or non-performance of its obligations, including payment obligations. Upon assuming the defense of any action covered under this section the Proponent shall keep TBDSSAB reasonably informed of the status of the matter, and the Proponent shall make no admission of liability or fault on TBDSSAB part without TBDSSAB's written permission.

### **7.19 Insurance**

The successful Proponent shall, at his own cost and expense, obtain and maintain in full force and effect insurance coverage issued by a Company duly registered and authorized to conduct insurance business in the Province of Ontario. The successful Proponent will be required to provide proof of Insurance and complete Form 12.

### **7.20 Workplace Safety and Insurance Coverage**

The successful Proponent must obtain and forward to TBDSSAB a letter of clearance from the Workplace Safety and Insurance TBDSSAB stating that he is in good standing with TBDSSAB. This letter must be provided before any work starts on the site.

### **7.21 Notice of Cancellation**

All insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, and shall contain the necessary "Endorsements" to provide TBDSSAB with thirty (30) days prior written notice by registered mail to the attention of TBDSSAB Purchasing Agent.

### **7.22 Occupational Health and Safety**

This proposal is deemed to be a "project" for the purposes of the *Occupational Health and Safety Act* and the regulations made there under, and the successful Proponent to whom the funding is allocated by TBDSSAB unequivocally acknowledges that he is the "constructor" as defined in the said "Act", and shall carry out all of the obligations and shall bear all of the responsibilities of the constructor as set out in the said Act and Regulations.

## **7.23 Environmental Matters**

Nothing in the Contribution Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in the Contribution Agreement shall be construed to constitute TBDSSAB and the Proponent as partners of each other. In particular, TBDSSAB is in no way accountable for any related environment or pollution matters and shall not be deemed to be an owner or occupant for the purposes of the *Environment Protection Act*. The Proponent agrees to indemnify TBDSSAB and save it harmless from all losses, costs, damages, expenses, injury and liability whatsoever which TBDSSAB may suffer as a result of claims of any sort whenever made arising out of the implementation of the Contribution Agreement.

## **7.24 Conflict of Interest Statement**

In its proposal, the Proponent must disclose to TBDSSAB any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, TBDSSAB may, at its discretion, refuse to consider the proposal.

The Proponent must also disclose whether it is aware of any TBDSSAB employee or TBDSSAB member having a financial interest in the Proponent and the nature of that interest. If such an interest exist or arises during the evaluation process or the negotiation of the Agreement, TBDSSAB may, at its discretion, refuse to consider the proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to TBDSSAB's sole satisfaction.

If during the proposal evaluation process or the negotiation of the agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform TBDSSAB. If TBDSSAB requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise.

## **7.25 Successful Proponent Reporting Responsibilities**

### **7.25.1 Year-End Reporting**

The successful Proponent(s) will provide an annual information return in a form acceptable to TBDSSAB within five (5) months of the end of each fiscal year.

### **7.25.2 Statistical Reporting**

The successful Proponent(s) will provide project information for statistical purposes as required by TBDSSAB from time to time, provided reasonable notice has been given and the information is available to the Proponent.

### **7.25.3 Retention of Records**

The successful Proponent(s) is/are responsible for:

- Maintaining financial records, including records related to rent collection and tenant income and eligibility verification (for the affordable units) in a form satisfactory to TBDSSAB.
- Permitting TBDSSAB to inspect such records at all reasonable times and on reasonable notice.

**APPENDIX A FORMS**

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2011**

**PROPOSAL SUBMISSION CHECKLIST - FORM 1**

ITEM	INCLUDED OR PROVIDE COMMENT	STAFF USE
Form 1: Proposal Submission Checklist		
Form 2: Mandatory Eligibility Checklist		
Form 3: Form of Offer		
Form 4: Proposal Summary		
Form 5: Capital/Development Budget		
Form 6: Proposed Annual Operating Budget		
Form 7: Project Funding Worksheet		
Form 8: Local Planning Department Proposal Review		
Form 8a: Site Screening Questionnaire		
Form 9: Reference Form		
Form10: Tax Compliance Declaration		
Form 11: Statement of Equity Contribution		
Form 12: Statement of Insurance		
Form 13: Proof of Ownership		
Form 14: Official Bid Document Label		

\_\_\_\_\_  
Name and Title *(Please Print)*

\_\_\_\_\_  
Signature of Proponent

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**MANDATORY ELIGIBILITY CHECKLIST - Form 2**

Submissions under this EOI that do not demonstrate compliance with all the following minimum eligibility criteria will not be selected for funding. To be considered for funding, the Proponent and the project must comply with all eligibility requirements as set out in this EOI and by MMAH.

CRITERIA	YES/ NO	STAFF
The Proponent meets all corporate and equity requirements, i.e., is a non-profit corporation (0% equity) or private sector corporation and has the 10% or 4% equity if in partnership with a non-profit.		
The Proponent has provided valid proof of ownership of project site or long term lease, option to purchase or option for a long term lease.		
The Proponent has demonstrated that proposal is development ready.		
Non-profit housing corporations that currently own and manage social housing projects and wish to use their land as equity have demonstrated that the necessary consents from the TBDSSAB and the Province( if required) can be in place by the appropriate time.		
The Proponent demonstrates a willingness to create affordable rental housing for one or more of the target population(s) and to comply with program criteria for tenant selection and initial maximum tenant income limits.		
The Proponent commits to providing affordable rents at or below the Average Market Rents as established by the Service Manager for the 20-year affordability period. .		
The Proponent acknowledges that rent increases for all units funded under this program are subject to the legislation.		
The Proponent acknowledges and demonstrates willingness to comply with the Terms and Conditions set out in this EOI.		
The Proponent has a proven track record in developing and managing affordable rental housing projects and experience working with the proposed target population(s) and or has contracted with experienced firms or individuals.		
The Proponent and any/all partners and affiliates identified in the proposal demonstrate the capacity and financial capability to undertake the proposed development.		
All project design details meet the program criteria for location (municipality or township under the jurisdiction of The District of Thunder Bay Social Services Administration Board), building type (new construction, conversion of non-rental space to rental, or a substantial rehabilitation of a residential building that is vacant and uninhabitable), project size (minimum 4 units) and unit type and size.		
The proposed project demonstrates financial viability over the affordability period.		
The Proponent acknowledges and demonstrates willingness to obtain CMHC mortgage insurance.		
The Proponent acknowledges and demonstrates a willingness to enter into a Contribution Agreement with the Service Manager and all other agreements/ undertakings required under this program.		
The Proponent has completed, signed and submitted all required forms.		

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**FORM OF OFFER - Form 3**

---

Name of Proponent

---

Address Postal Code

---

Telephone Number Fax Number

---

Name of Person Signing

---

Position of Person Signing

---

Name of Contact Person

The undersigned declare that I/we have examined the Expression of Interest (EOI) and have a clear understanding of the requirements of the Investment in Affordable Housing for Ontario Program. By this submission, I/we agree to the terms and conditions specified in this EOI and any addenda issued. Addenda (if any) are signed and affixed to this form.

I/We confirm that there is not nor was there any actual or perceived unfair advantage or conflict of interest in our submission or in undertaking any of the required obligations of the Proponent as set out in this EOI.

I/We consent, pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, to the disclosure on a confidential basis, of this Proposal by The District of Thunder Bay Social Services Administration Board (TBDSSAB) to consultants retained by TBDSSAB and other individuals and area municipalities/townships for the purpose of evaluating or participating in the evaluation of our Proposal.

I/We understand that in the event my/our Proposal is selected under this EOI, I/we agree to finalize and execute all requisite documents and Contribution Agreements.

I/We hereby apply for the following (please check the program and year being applied for):

- IAH – 2012-13 \_\_\_\_\_
- IAH – 2013-14 \_\_\_\_\_
- IAH – 2014-15 \_\_\_\_\_
- Non-IAH \_\_\_\_\_

. I/We hereby make the following requests and contributions:

Total Number of units in project: \_\_\_\_\_ Number of Affordable Units: \_\_\_\_\_

1. Request for Capital Funding \$ \_\_\_\_\_

2. Proponent Equity Contribution \$ \_\_\_\_\_

3. Other Contribution (specify) \$ \_\_\_\_\_

Proposed Construction Start Date: \_\_\_\_\_

It is certified that the undersigned is/are authorized and empowered to sign and submit this bid.  
Executed by me/us and bearing date this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**The signature and witness to signature or signature and corporate/legal seal is required for the Proposal to be valid. Failure to provide the signature and the witness to signature or corporate/legal seal will result in the Proposal being rejected.**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name and Title (*Please Print*)

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Please Affix Corporate or Legal Seal

\_\_\_\_\_  
Name and Title (*Please Print*)

\_\_\_\_\_  
Signature of Proponent

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**PROPOSAL SUMMARY - Form 4**

<b>PROPOSANT INFORMATION</b>	
Legal Name of Proponent:	
Proponent Address:	
Contact Phone Number:	
Contact Email Address:	
<b>Proponent Type: (please check)</b> <input type="checkbox"/> Private Sector <input type="checkbox"/> Municipal Non-profit <input type="checkbox"/> Co-operative <input type="checkbox"/> Private Non-profit <input type="checkbox"/> Joint Venture/Partnership <input type="checkbox"/> Other (specify): _____	
<b>Incorporation: All applicants must be incorporated</b>  the Corporation was established:	
<b><i>Incorporation Number #</i></b>  <input type="checkbox"/> Attach a list of the Board of Directors, subsidiary companies and their directors. For non-profits also include a copy of the minutes approving the application under this EOI.	<b>Charitable Number (if applicable)</b>
<b>Proponent Mission Statement</b>  <input type="checkbox"/> State the mission and primary activities of your organization and any partners (Attach existing literature – brochure, printout from website, etc.)	

**CAPACITY AND FINANCIAL ABILITY**

Proponent to demonstrate the capacity and financial ability to develop and manage affordable rental housing. Proponent to provide evidence of financial competence and a successful track record including a description of similar projects completed. Demonstrated financial capacity to undertake additional projects is required. Include at a minimum, copies of the current and previous years' audited financial statements or equivalent as may be acceptable to The District Of Thunder Bay Social Services Administration Board, and any relevant bank statements, letters of credit, etc.

- Current and previous years' audited financial statements and other relevant bank statements attached.

**DETAILS OF CAPACITY AND FINANCIAL ABILITY**

**JOINT VENTURE/PARTNERSHIP INFORMATION (if applicable)**

List all partner organizations and their involvement, include written confirmation of other program funding from partners, if applicable. Provide evidence of a successful track record and financial competence for any/all partners involved. Provide copy of partnership agreement or memorandum of understanding, previous and current years' audited financial statements or equivalent as may be acceptable to The District Of Thunder Bay Social Services Administration Board, and other relevant bank statements.

- Copy of partnership agreement or memorandum of understanding attached
- Current and previous years' audited financial statements and relevant bank statements attached

**DETAILS OF JOINT VENTURE/PARTNERSHIP INFORMATION**

**LAND**

**Proposed Project Location:**

Municipality: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
\_\_\_\_\_

**Interest in Land:**

Freehold

Proponent's Proof of Ownership is required. Please complete Form 13.

Current Land Owner:  Proponent  
 Government (Please specify level)  
Level:  Municipal  Provincial  Federal  
 Other, e.g. Non-Profit Organization, private individual or firm (Please specify)

**PROPONENT EQUITY**

Private sector applicants must provide a minimum of 10% equity or 4% if in partnership with a non-profit\*. Please demonstrate that this proposal meets this requirement. Proponent's proof of equity is required. Please complete Form 11.

Equity Contribution Source \_\_\_\_\_ Amount \$ \_\_\_\_\_ % of Project Cost: \_\_\_\_\_%

Equity Contribution Source \_\_\_\_\_ Amount \$ \_\_\_\_\_ % of Project Cost: \_\_\_\_\_%

\* Not Applicable if non-profit or charitable project with no private sector partner.

**PROJECT TEAM**

Please provide a list of the Development Team Members (including architect, engineer, consultants, contractors, suppliers and any partnership arrangements). Provide a resume that indicates the type and level of expertise each member brings to the team.

Proponents must demonstrate and provide details including the experience and team member expertise in each of the four areas:

- a. Project Development
- b. Residential Construction
- c. Project Management
- d. Rental Housing Management

Team Member	Background/Expertise
	<input type="checkbox"/> Resume Attached
	<input type="checkbox"/> Resume Attached
	<input type="checkbox"/> Resume Attached
	<input type="checkbox"/> Resume Attached

**MANDATE / TARGET MARKET**

Briefly describe the mandate, target population (e.g., seniors, persons with disabilities), rationale and evidence that the proposed project promotes affordable rental housing opportunities in the municipalities/townships under the jurisdiction of The District Of Thunder Bay Social Services Administration Board where the existing supply of rental housing is limited and that there is a demonstrated need.

**Client Group(s) Served:**

(Please indicate the # of units that fall into one or more of the following categories)

- Seniors \_\_\_\_\_
- Families \_\_\_\_\_
- Disabled \_\_\_\_\_
- Singles \_\_\_\_\_
- Homeless \_\_\_\_\_
- Other (specify) \_\_\_\_\_

**RATIONALE**

**EXISTING SOCIAL HOUSING PROVIDERS (ONLY)**

Does this proposal include using equity from an existing social housing project?  Yes  No

Does this proposal include the sale, severance and or encumbrance of existing social housing lands?  Yes  No

If you answered yes to either or both of the above questions provide project name and address in the space provide below.

Project Name \_\_\_\_\_

Address \_\_\_\_\_

Note: Non-Profit Housing Providers are required to obtain Ministerial Consent.

## PROJECT DETAILS

### Type of Development

Please check applicable type:

- New Construction
- Major renovation and rehabilitation to existing stock\*
- Acquisition and conversion of non-residential buildings
- Other (please specify): \_\_\_\_\_

\* A business case and tenant relocation plan (if applicable) is required.

Is this a mixed-use development?  Yes  No

If yes, specify the intended use of the non-residential space and size expressed both in square metres and percentage of total gross floor area. Forms 5, 6 and 7 are also to be completed separately for any non-residential space.

### Built Form (please check)

- High Rise, specify number of storeys \_\_\_\_\_  Town/Row House \_\_\_\_\_
- Low Rise, specify number of storeys \_\_\_\_\_  Other \_\_\_\_\_

### Planning and Building Type

Please attach the following:

- One (1) original and one (1) copy of specifications and conceptual drawings showing at a minimum the site plan, configuration of units, elevations, number of parking spaces, amenity space and any wheelchair accessible features.
- A development schedule showing key dates including: any planning approvals, Environmental Site Assessments, building permit, demolition permit, construction schedule, substantial completion and occupancy.

Please provide the following information:

- A rationale for the design in relation to the clients served and the community in which the project is to be located.
- Identify the use of any accepted growth management principles (provincial and municipal) and any

municipal design criteria and official plan policies that may have been used to develop the proposal.

- Describe any specific energy efficiency provisions that have been included in the design.
- Describe proposed building standards that exceed the norm as defined by the 2012 Ontario Building Code.
- Describe the accessibility/barrier-free provisions for people with physical disabilities.

**PLANNING AND BUILDING TYPE DESCRIPTIONS**

Please complete the Tables below with respect to unit rents. CMHC Average Market Rents must be in accordance with the rents indicated in Section 3.7.1 – Affordability.

**Unit Rents**

Unit Type	# of Units	Proposed Rent	Average Market Rent*	% of Average Market Rent
1 bedroom				
1 bedroom (A)**				
2 bedroom				
2 bedroom (A)				

\*Must be based on the most current CMHC annual market rent survey.

\*\*Handicapped accessible units

**SUMMARY OF RENTAL INFORMATION**

**Number of Units:** (Please ensure that detailed unit information is provided in the space provided in Form 6 - Proposed Annual Operating Budget)

Total Number of Units			
Total Number above Average Market Rent (AMR)			(not eligible for subsidies)
Total Number of Eligible units			(Total units less ineligible units)
Total Number of AMR units		%	Of total eligible units
Total Number of Below Market Units:		%	Of total eligible units

**FINANCIAL PLAN**

Complete Form 5 – Capital/Development Budget and 6 – Proposed Annual Operating Budget, and Form 7 – Project Funding Worksheet.

Note: Forms 5, 6 and 7 are also to be completed for any non-residential space included in the Proposal. Non-residential space must be self-supporting.

The Proponent is required to:

- Demonstrate the ability to financially sustain the proposed project for both the short and long-term and ability to maintain monthly rental rates at targeted levels.
- Provide details on any financial commitments.
- Provide explanation/evidence of sufficient funding for total project costs, including equity contributions.

Attach the following:

- Proof of funding for any required support services.
- Copies of the current land appraisal report as prepared by an accredited appraiser.
- Quantity Surveyor's report substantiating proposed capital costs.
- Letter from lender regarding financing arrangements.
- List of all assumptions.

**Details of Financial Plan**

**PROPERTY MANAGEMENT STRATEGY**

Proponents should be considering the preparation of a comprehensive property management plan early on in the process. Such a plan should address key items including but not limited to: staffing levels, preventative maintenance, marketing, tenant selection, purchasing policies and internal control procedures.

For the purposes of this EOI, The District Of Thunder Bay Social Services Administration Board is most interested in who will be managing the property and their level of experience.

Proponents must provide the following information:

- Identify whether the property will be self-managed or contracted out
- Experience of person(s) or firm providing the service
- Outline of tenant selection process
- Occupancy plan to reduce the risk of vacancy loss

If property management services are to be contracted out, please attach the following:

- Copy of executed property management agreement or memorandum of understanding conditional on the

project selection.

List of all assumptions.

**PROPERTY MANAGEMENT PLAN**

**FINANCIAL ASSISTANCE REQUESTED**

Please indicate the amount of IAH capital loan you are requesting in your proposal.

<b>Amount Requested Per Unit</b>	<b>\$</b> <input type="text"/>
<b>Total Funding Amount Requested</b>	<b>\$</b> <input type="text"/>
<b>Affordability Term (minimum 15 years plus 5 year phase out period)</b>	
<b>Affordability Term Offered: _____ years plus _____ years phase out</b>	

**DECLARATION**

I/We confirm that the Proposal Summary contains all information necessary to address the requirements under the Investment in Affordable Housing for Ontario Program. I/We have the authority to bind the Proponent and the Corporation.

\_\_\_\_\_  
Name and Title (*Please Print*)

\_\_\_\_\_  
Name and Title (*Please Print*)

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI 01/2012**

**CAPITAL/DEVELOPMENT BUDGET – Form 5**

Proposed Development Costs	Dollar Value (\$)	Staff Use
<b>Land Costs</b>		
Purchase price (includes acquisition of existing building)		
Legal fees/closing		
Commissions/Brokers Fees		
Land transfer tax		
Land Survey		
Offsite Services/Connections (sewer, water, hydro)		
<b>Total Land Costs</b>		
<b>Fees and Charges</b>		
Architect Fees and Disbursements		
Landscape Architect Fees and Disbursements		
Appraisal Costs		
Quantity Surveyor		
Development Consultant		
Other Consultants ( please specify)		
Soil Tests		
Traffic, Parking Studies		
Environmental Assessment		
Interest During Construction		
Taxes During Construction		
Insurance During Construction		
Legal Fees other than Land		
Audit		
CMHC Premium and PST		
Financing Commitment Fee		
CMHC Application Fee		
Utility Fees		
Organizational/Marketing costs		
HST		
Other (please specify)		
<b>Total Fees and Charges</b>		

<b>Municipal Fees and Charges</b>		
Building Permit Fee		
Development Charges		
Parkland Levy		
Site Plan Fees and Permits		
School Board Development Charges		
Other (Specify)		
<b>Total Municipal Fees Charges</b>		
<b>Building Costs</b>		
Construction or Renovation Costs		
Construction Contingency _____% of construction costs		
Construction Management Fee (if applicable)		
Kitchen appliances		
Furnishings and office equipment		
Laundry equipment (if applicable)		
Landscaping, paving/hard surfaces, outdoor amenities		
Other (please specify)		
<b>Total Building</b>		
<b>TOTAL CAPITAL COSTS</b>		

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**Proposed Annual Operating Budget (Years 1 – 5) – Form 6**

**REVENUE**

**RENTAL REVENUE**

**Market Units**  Check if **not** applicable

Bdrm Type	# of Units	Year 1			Year 2			Year 3			Year 4			Year 5		
		Monthly Rent	x 12 Months	Total	Monthly Rent	x 12 Months	Total	Monthly Rent	x 12 Months	Total	Monthly Rent	X 12 Months	Total	Monthly Rent	x 12 Months	Total
1-bdrm			12	\$		12	\$		12	\$		12	\$		12	\$
2-bdrm			12	\$		12	\$		12	\$		12	\$		12	\$
		<b>Total Market</b>			\$		\$			\$			\$			\$

**Affordable Units**

Bdrm Type	# of Units	Year 1			Year 2			Year 3			Year 4			Year 5		
		Monthly Rent	x 12 Months	Total	Monthly Rent	x 12 Months	Total	Monthly Rent	x 12 Months	Total	Monthly Rent	X 12 Months	Total	Monthly Rent	x 12 Months	Total
1-bdrm			12	\$		12	\$		12	\$		12	\$		12	\$
2-bdrm			12	\$		12	\$		12	\$		12	\$		12	\$
		<b>Total Affordable</b>			\$		\$			\$			\$			\$

<b>TOTAL RENTAL REVENUE (Market + Affordable + RGI)</b>	\$		\$		\$		\$		\$		\$	
---	----	--	----	--	----	--	----	--	----	--	----	--

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>NON-RENTAL REVENUE</b>					
Parking and Laundry	\$	\$	\$	\$	\$
Interest	\$	\$	\$	\$	\$

<b>Total</b>	\$		\$		\$		\$		\$
<b>OTHER REVENUE</b>									
Gifts, Donations and Other	\$		\$		\$		\$		\$
Net Non-Shelter Revenue	\$		\$		\$		\$		\$
<b>Total</b>	\$		\$		\$		\$		\$
<b>TOTAL REVENUE</b>									
	\$		\$		\$		\$		\$
<b>SHELTER EXPENSES</b>									
<b>Operating Costs</b>									
Maintenance Salaries, Wages and Benefits	\$		\$		\$		\$		\$
<b>Maintenance Material and Services</b>									
Building and Equipment	\$		\$		\$		\$		\$
Elevators	\$		\$		\$		\$		\$
Electrical Systems	\$		\$		\$		\$		\$
Heating, Air and Plumbing	\$		\$		\$		\$		\$
Grounds	\$		\$		\$		\$		\$
Painting	\$		\$		\$		\$		\$
Waste Removal	\$		\$		\$		\$		\$
Security	\$		\$		\$		\$		\$
<b>Total</b>	\$		\$		\$		\$		\$
<b>Utilities</b>									
Hydro - Res. Units (if applicable)	\$		\$		\$		\$		\$
Heating - Common Areas	\$		\$		\$		\$		\$
Heating - Res. Units (if applicable)	\$		\$		\$		\$		\$
Water - Common Areas	\$		\$		\$		\$		\$
Water - Res. Units (if applicable)	\$		\$		\$		\$		\$
<b>Total</b>	\$		\$		\$		\$		\$
	<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>		<b>Year 4</b>		<b>Year 5</b>
<b>Administration</b>									
Salaries, Wages and Benefits	\$		\$		\$		\$		\$
Management Fees	\$		\$		\$		\$		\$
Materials and Services (Office)	\$		\$		\$		\$		\$
Other	\$		\$		\$		\$		\$

<b>Total</b>	\$		\$		\$		\$		\$
<b>Other Expenses</b>									
Insurance	\$		\$		\$		\$		\$
Vacancy Loss & Bad Debts	\$		\$		\$		\$		\$
<b>Total</b>	\$		\$		\$		\$		\$
<b>Total Operating Costs</b>									
<b>Total Operating Costs</b>	\$		\$		\$		\$		\$
<b>Municipal Taxes</b>									
Municipal Taxes	\$		\$		\$		\$		\$
Mortgage Payments	\$		\$		\$		\$		\$
Interest	\$		\$		\$		\$		\$
Principal Repaid	\$		\$		\$		\$		\$
<b>Total</b>	\$		\$		\$		\$		\$
<b>Transfer to Capital Reserve Fund</b>									
<b>Transfer to Capital Reserve Fund</b>	\$		\$		\$		\$		\$
<b>Contingency (5%)</b>									
<b>Contingency (5%)</b>	\$		\$		\$		\$		\$
<b>TOTAL SHELTER EXPENSES</b>									
<b>TOTAL SHELTER EXPENSES</b>	\$		\$		\$		\$		\$
<b>Excess (Deficiency) of Revenue over Expenses</b>									
<b>Excess (Deficiency) of Revenue over Expenses</b>	\$		\$		\$		\$		\$

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**PROJECT FUNDING WORKSHEET - Form 7**

Capital Financing	Amount	Staff Use
<b>A. Total Capital Costs</b> (per Form 5)	\$	
<b>B. Proponent Equity</b>	\$	
<b>C. IAH Financial Contributions</b> (Federal and Provincial Funding)	\$	
<b>C 1. Direct TBDSSAB Funding</b>	\$	
<b>D. Total Municipal Contributions</b>	\$	
Waiver of Development Charges		
Community Improvement Plan Funding		
Other Funding Specify Sources:		
<b>E. PST Offset on Affordable Units</b>	\$	
<b>F. Total Contributions</b> (B+C+C1 +D+E)		
<b>G. Financing Required</b> (A-F)	\$	
<b>Mortgage Details</b>		
<b>First Mortgage</b>	\$	
Interest Rate:		
Term:		
Amortization Period:		
Name of Lender:		
Principal & Interest Payment (annual)	\$	
<b>Other Financing (If Applicable)</b>	\$	
Interest Rate:		
Term:		
Amortization Period:		
Name of Lender:		
Principal & Interest Payment (annual)		

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**LOCAL PLANNING DEPARTMENT REVIEW – Form 8**

*To be completed by the Proponent, as well as reviewed and signed by both the Director of the planning department, or other appropriate authority, or designated contact person (as assigned), and the Chief Building Official, or designated contact person (as assigned), for the municipality in which the intended project will be built. Please note The District of Thunder Bay District Social Services Administration Board will be using the information provided for the purposes of evaluating the proposal submission. Proponents are required to provide a copy of the concept plans and specifications for discussion with municipal officials.*

Municipal Contact	
Name	
Position	
Telephone number	
Email Address	

<b>A. PROPONENT INFORMATION</b>			
Legal Name of Proponent:			
Proponent Address:			
Contact Phone Number:			
<b>Proposed Project Location</b>			
Municipal Address:			
Located in:			
Legal Description:			
<b>B. UNITS SIZES</b>			
	<b>Unit Type</b>	<b>Proposed # of Units</b>	<b>Unit Sizes</b>
	1 bedroom (Accessible)		
	2 bedroom		
	2 bedroom (Accessible)		
	<b>TOTAL # OF UNITS</b>		

**C. PLANNING AND BUILDING DETAILS**

Please indicate which of the following are Required, Approved or In Process for this project. Attach copies of all applications, applicable documentation and approvals received. Where approvals are In Progress, please provide comments.

<u>Required</u>	<u>Approved</u>	<u>In Process</u>	
Regional Official Plan Amendment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local Official Plan Amendment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Zoning By-law Amendment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subdivision or Condominium Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minor Variances and/or Consent Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site Plan Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Estimated Construction Start Date

Completion Date

**D. ENVIRONMENTAL ASSESSMENT**

Completed Environment Site Assessment(s) (ESA)

If yes, attach copies of all ESAs completed. If **no**, complete the Site Screening Questionnaire on Form 8a.

Compliance to Canadian Environmental Assessment Act

- Yes (Signed confirmation from qualified professional attached)
- No

**E. SITE USE**

**Current Use**

Please check applicable use.

- Residential                       Commercial/Industrial
- Agricultural                       Mixed residential/commercial
- Heritage Site                       Vacant (Brownfield)
- Other (specify) \_\_\_\_\_  Vacant (Greenfield)

**Proposed Use**

Please check applicable use.

- Residential                       Mixed residential/commercial

Residential/ Infill Development

Other (specify) \_\_\_\_\_

**Site Description**

Total Area of Project Property (Site) \_\_\_\_\_

Total Area of Building Footprint \_\_\_\_\_

Number of Parking Spaces \_\_\_\_\_

Parking Type:  Surface  Underground

Unit of Measurement \_\_\_\_\_

**F. OTHER REQUIREMENTS**

Is there sufficient sewer capacity?  Yes  No

If no, provide details.

Does the scale and form of the proposal conform to the existing community? Include a description of the surrounding community.

The energy efficiency of the building design must be at least 25% higher than the reference building designed to the Model National Energy Code for Buildings or 18% high than the reference building designed to ASHRAE 90.1 – 1999 (without amendments).

Building design for buildings under Part 9 of the building code must at least meet the performance of Energuide 80 or equivalent.

Does the proposal comply?

- Yes
- No

Please provide details.

Does the proposal exceed the above requirements? Please provide details.

Does the proposal incorporate design features for the physically disabled that exceed current Ontario

Building Code requirements? Please provide details.

Any other comments?

\_\_\_\_\_  
Proponent (*Print Name*)

\_\_\_\_\_  
Proponent (*Signature*)

I/We confirm that I/we have reviewed the information provided by the Proponent.

\_\_\_\_\_  
Municipal Official (*Please Print Name*)

\_\_\_\_\_  
Municipal Official (*Signature*)

\_\_\_\_\_  
Municipal Official (*Please Print Name*)

\_\_\_\_\_  
Municipal Official (*Signature*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**SITE SCREENING QUESTIONNAIRE - Form 8a**

This form must be completed for all submissions where a Phase 1 Environmental Site Assessment in accordance with the Ministry of the Environment's *Guideline for Use at Contaminated Sites in Ontario* is not provided to The District of Thunder Bay Social Services Administration Board.

**Location of Subject Lands** \_\_\_\_\_

**Legal Address** \_\_\_\_\_

**PART 1 Contamination**

1. Is the proposal on lands, or adjacent to lands, that was previously used for the following:

a) Industrial uses?  Yes  No

b) Commercial uses where there is a potential for site contamination, e.g., a gas station or a dry-cleaning plant?  Yes  No

c) Where filling has occurred?  Yes  No

d) Underground storage tanks or buried waste on the property?  Yes  No

e) An orchard, and where cyanide products may have been used as pesticides?  Yes  No

f) A weapons firing range?  Yes  No

2. Is the nearest boundary of the proposal within 500 metres (1,640 feet) of the fill area of an operating or former landfill or dump?  Yes  No

4. If there are existing or previously existing buildings, are there any Building materials remaining on the site which are potentially hazardous to public health (e.g., asbestos, PCB's, etc.)?  Yes  No

4. Is there any other reason to believe that the lands may have been contaminated based on previous land use?  Yes  No

**If the answer to any of Questions 1 through 4 is Yes, a Phase 1 and 2 Environmental Site Assessment, in accordance with the Ministry of the Environment's *Guideline for Use at Contaminated Sites in Ontario*, is required.**

5. Has an Environmental Site Assessment been prepared for this site within the last 5 years, or is an Environmental Site Assessment currently being prepared for this site?  Yes  No

**(If yes, please submit two copies of the Phase 1 Site Assessment Report with the application).**

**PART 2 CANADIAN ENVIRONMENTAL ASSESSMENT ACT (CEAA)**

1. Does or will the proposal involve construction, expansion, modification or demolition within 30m of a water body?  Yes  No
2. Does or will the proposal involve construction, expansion, modification with a footprint or more than 500m<sup>2</sup> on land not serviced at the time of at the time of project commitment?  Yes  No
3. Does or will the proposal involve the likely releasing of a polluting substance into a water body?  Yes  No
4. Does or will the proposal involve the demolition of a building where its Floor area is more than 1,000m<sup>2</sup> OR where the proposal is to be carried out within 30m of another building?  Yes  No
5. Does or will the proposal:
- i) possibly affect the permafrost AND
  - ii) take place on land not serviced at the time of project commitment AND
  - iii) involve construction or expansion of a sidewalk, boardwalk, path pedestrian ramp or access road longer than 100m?  Yes  No
6. Does or will the proposal involve construction or expansion or Modification in a national park, park reserve, national historical site or historic canal?  Yes  No
7. Does or will the proposal in a USE OTHER THAN:
- Residential accommodations
  - Institutional accommodations
  - Offices
  - Common-carrier-passenger facilities and services
  - Retail sales facilities
  - Medical, educational, informational or recreational facilities or services
  - Food services
  - Parking facilities
  - Non- hazardous storage
  - Presenting artistic, cultural, sporting or other community-related events  Yes  No

**DECLARATION**

**(This form must be completed, signed and stamped by a qualified professional Engineer and by the Property Owner).**

***To the best of my knowledge, the information provided in this questionnaire is true, and I do not have any reason to believe that the subject site is contaminated.***

**Consulting Engineer:**

Name <i>(Please Print)</i>	Signature and Seal
Name of Company: _____	
Address: _____	
Telephone: _____	
Fax: _____	
Date: _____	

**Property Owner, or Authorized Officer:**

Name and Title <i>(of Authorized Officer)</i>	Signature
Name of Company: <i>(if applicable)</i> _____	
Address: _____	
Telephone: _____	
Fax: _____	
Date: _____	

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI 01/2012**

**REFERENCES - Form 9**

Each Proponent shall provide a minimum of three (3) references from clients for Canadian projects for whom they have provided similar services within the past five years. References cannot be from individuals, firms or partners involved with this proposal.

1.	Company	
	Address:	
	Contact Name:	
	Title:	
	Telephone Number:	
	Date Work Undertaken:	
	Nature of the Assignment:	
	Canadian Project	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please check appropriate box)

2.	Company	
	Address:	
	Contact Name:	
	Title:	
	Telephone Number:	
	Date Work Undertaken:	
	Nature of the Assignment:	
	Canadian Project	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please check appropriate box)

3.	Company	
	Address:	
	Contact Name:	
	Title:	
	Telephone Number:	
	Date Work Undertaken:	
	Nature of the Assignment:	
	Canadian Project	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please check appropriate box)

I/We hereby give consent to The District of Thunder Bay Social Services Administration Board to contact the above noted references.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Signature of Proponent

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**TAX COMPLIANCE DECLARATION - Form 10**

The Ontario Government expects all Proponents to pay their Provincial taxes on a timely basis. In this regard, Proponents are advised that any contract with the Ontario Government will require a declaration from the successful Proponent that his/her company's Provincial taxes are in good standing.

In order for a company to be considered for a contract award, the Proponent must submit the following statement of the company's tax compliance status.

I/We hereby certify that (*enter Legal Name of Proponent*) at the time of submitting this proposal, is in full compliance with all tax statutes administered by the Ministry of Finance of Ontario and that, in particular, all returns required to be filed under all Provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Name and Title (*Please Print*)

\_\_\_\_\_  
Signature of Proponent

(*or Authorized Signing Officer who binds the Proponent*)

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**STATEMENT OF EQUITY CONTRIBUTION - Form 11**

I/We hereby declare that I/we will supply the Equity Affidavits for the following amounts if I/we are a successful project.

<b>Type or Form of Equity</b> <i>(Include any details of any specified designation/application)</i>	<b>Date to be advanced</b>	<b>Amount</b> <i>(If other than cash, show how this was calculated)</i>

I/We have authority to bind the Proponent.

I/We have authority to bind the Proponent.

\_\_\_\_\_  
Name and Title *(Please print)*

\_\_\_\_\_  
Name and Title *(Please print)*

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**STATEMENT OF INSURANCE - Form 12**

Prior to commencement of any contract/agreement arising out of this Expression of Interest (EOI), I/we hereby agree to provide The District of Thunder Bay Social Services Administration Board (Board) and any other party the Board may reasonably require with a valid Certificate of Insurance and any renewal/replacement as may be necessary, confirming the insurance coverage requirements outlined in this EOI document and stating any pertinent exclusions as applicable, contained by the policy (ies).

I/We further agree that these insurance requirements will be included in any Agreement made with any contractor requiring the contractor to comply with these insurance requirements set out in the contract/agreement by obtaining similar types of insurance and providing the contractor with valid Certificates of Insurance.

I/We further agree to provide insurance as contained in the attachment to this document in a form satisfactory to and as requested by the Board.

I/We further acknowledge that the Province, the Board and CMHC may request indemnification in their respective standard forms.

I/We have authority to bind the Proponent.

I/We have authority to bind the Proponent.

\_\_\_\_\_  
Name and Title *(Please Print)*

\_\_\_\_\_  
Print Name and Title *(Please Print)*

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment to Form 12

### Insurance Requirements

**Builder's All Risk Insurance** (property insurance) for the full replacement value of the completed construction project, including earthquake and flood.

The Policy must include the following:

- a) Replacement cost value
- b) Stated amount co-Insurance
- c) Waiver of subrogation
- d) Loss payable in favour of (insert name of building owner or whoever has a financial interest)

**Note:** All deductibles and/or self-insured retention's are the responsibilities of the contractor.

**Boiler & Machinery Insurance** (including pressure objects, machinery objects and service supply objects) on Comprehensive basis.

The Policy must include the following:

- a) Repair and/or replacement value
- b) Stated amount co-insurance
- c) Waiver of subrogation
- d) Loss payable in favour of (Contractor and/or Owner)

**Wrap Up Liability Insurance** for Third Party Bodily Injury; Personal Injury and Property Damage to an inclusive limit not less than \$5,000,000 per occurrence and \$5,000,000 products and completed operations aggregate. The insurance shall be in the joint names of the Service Manager, Designated Consultants, Designated Contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Board reasonably may require to be added as insured parties.

The Policy must include the following:

- a) Premises and operations
- b) Owner's and contractor's protective liability
- c) Broad form products and completed operations liability
- d) Cross liability
- e) Blanket written and oral contractual liability
- f) All risks tenant's legal liability
- g) Hoist liability
- h) Firefighting and forest firefighting expense liability
- i) Employers liability and voluntary compensation
- j) Non-owned automobile liability
- k) Directors, officers, employees, shareholders, legislators, and officials involved in the project added as insureds and/or additional insureds
- l) Shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunneling and grading, and similar operations associated with the construction work, as applicable
- m) Sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours
- n) 30-day written notice of cancellation

**Note:** Wrap Up Liability Insurance is Commercial or Comprehensive General Liability insurance written on a wrap-up basis in the names of the contractor and the sub-contractors, consultants etc. associated with the project. Wrap-Up programs are normally associated with large construction projects usually over

\$5 million. However, a large contractor may obtain this coverage to cover all sub-contractors on a smaller project.

Assuming there is some engineering/architect work involved, then Errors & Omission Insurance should be a requirement or the general contractor must ensure the engineers and architects have this coverage in place.

**Professional Errors & Omissions Liability Insurance**, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this contract, in the amount not less than \$2,000,000 per claim in the aggregate amount.

**Automobile Insurance** as per statutory requirements in Ontario and/or other jurisdictions, Ontario Automobile Policy (OAP 1) Owner's Policy Sections 3 and 4, auto liability for a limit not less than \$2,000,000 per occurrence, including Accident Benefits and where applicable Section 7, Loss or Damage Coverage.

**Proof of WSIB Coverage** - If the contractor does not provide a policy endorsement for Employer's Liability and Voluntary Compensation, the contractor shall submit a valid Clearance Certificate of WSIB coverage to (insert name of municipality), prior to the commencement date of this contract/agreement. The contractor shall ensure that each subcontractor complies with the WSIB requirements set out in this article.

Note: WSIB Clearance Certificates are valid for 60 days. A new Clearance Certificate must be provided every 60 days or every time there is a new contract/agreement.

**Proof of Insurance** - The contractor shall provide the Service Manager with a valid Certificate of Insurance and a renewal replacement as may be necessary, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy(s), prior to commencement of this contract/agreement and referencing this contract/agreement. The contractor shall ensure that each subcontractor complies with the insurance requirements set out in the contract/agreement by obtaining similar types of insurance and providing the contractor with valid Certificates of Insurance.

In cases of smaller scale projects, then the standard RMIS insurance wording for Commercial General Liability Insurance as set out below could be used in place of Wrap-Up Liability Insurance. However, all other coverage should remain in place.

Commercial General Liability Insurance for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate.

The Policy is to include the following:

- a) The Service Manager as an additional insured
- b) Contractual liability
- c) Products and completed operations
- d) Employers liability and voluntary compensation (See Note below)
- e) 30-day written notice of cancellation
- f) Tenants legal liability, and
- g) Non-owned automobile coverage with blanket contractual

**Note:** In contracts where WSIB coverage is requested but the Proponent is not under or can opt out of WSIB, Employers Liability and Voluntary Compensation Coverage is acceptable. Otherwise, a valid Clearance Certificate should be obtained.

**Note:** The limit of coverage may be altered depending on the risk and subject to the approval of the Board and/or MMAH/CMHC as may be required.

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**PROOF OF OWNERSHIP INTEREST- Form 13**

I/We hereby declare that I/we own the land designated as the site for my/our proposed project known municipally as *(insert information)* and described legally as *(insert information)*.

**OR**

I/We hereby declare that I/we hold or are negotiating a purchase for the land designated as the site for my/our proposed project known municipally as *(insert information)* and described legally as *(insert information)*.

A certified copy of said Option or Agreement of Purchase & Sale is attached.

I/We have authority to bind the Proponent.

I/We have authority to bind the Proponent.

\_\_\_\_\_  
Print Name and Title *(Please Print)*

\_\_\_\_\_  
Print Name and Title *(Please Print)*

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FORM 14**

**OFFICIAL BID DOCUMENT**

**The District of Thunder Bay Social Services Administration Board  
TBDSSAB EOI #01/2012**

**COMPANY NAME:** \_\_\_\_\_

**DUE DATE: on Monday April 2, 2012 by 4:30 PM EST**

**DELIVER TO:**

**The District of Thunder Bay Social Services Administration Board  
(TBDSSAB)  
231 South May Street,  
Thunder Bay Ontario P7E 1B5**

The Proponent shall complete and affix (glue/tape) this page to the outside of their sealed envelope prior to submission so that it is visible.

Official Bid Document Label