

REQUEST FOR PROPOSALS
FOR
Seniors Housing Units – Charlottetown, PEI
For Prince Edward Island Housing Corporation

Request for Proposal Number:	4948
Date Issued:	January 30, 2018
Submission Deadline:	March 02, 2018

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Prince Edward Island Housing Corporation (“the “PEIHC”) to prospective proponents to submit proposals for the provision of seniors housing units as further described in the **RFP Particulars (Appendix A)** (the “Deliverables”).

PLEASE READ APPENDIX A CAREFULLY FOR THE SPECIFICS OF THIS PROJECT.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Mr. Chris Reeves
Provincial Housing Coordinator
Department of Family and Human Services
E-mail: cdreeves@gov.pe.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the PEIHC, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into agreements with the Prince Edward Island Housing Corporation for the provision of the Deliverables in the forms attached as **Appendix B**, **Appendix C**, and **Appendix D** to the RFP (collectively the “Agreement”). The term of the Agreement will be for a period of twenty-five (25) years.

1.4 RFP Timetable

Issue Date of RFP	30 January 2018
Deadline for Questions	20 February 2018
Deadline for Issuing Addenda	22 February 2018
Submission Deadline	2 March 2018, 2 p.m. , Atlantic Standard Time
Anticipated Execution of Agreement	2 April 2018

The RFP timetable is tentative only, and may be changed by the PEIHC at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES

95 Rochford Street
2nd Floor South, Shaw Building,
PO Box 2000, Charlottetown, PE, C1A 7N8

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the delivery of its proposal to the exact location (including floor) indicated in this RFP on or before the Submission Deadline. The PEIHC does not accept any responsibility for proposals delivered to any other location by the proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The PEIHC's time clock will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

In a sealed package, proponents should submit their proposal containing five (5) paper copies of their proposal and one (1) electronic copy saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of the proponent's name and RFP#. If there is a conflict or inconsistency between the paper copy and the electronic copy of the proposal, the paper copy of the proposal shall prevail. In the interest of environmental sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, Proponents should not submit product catalogues, swatches, or other marketing materials with their bid. Sealed packages should be prominently marked with:

- the RFP title and number (see RFP cover)
- the full legal name and return address of the proponent

The PEIHC will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the Proponent to the location set out in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The PEIHC is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The PEIHC will conduct the evaluation of proposals in the following three stages:

2.2 Stage I: Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements as described in Appendix A. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline may be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix E)

Each proposal must include a completed **Submission Form (Appendix E)** signed by an authorized representative of the Proponent.

2.2.3 Submission Pricing Form (Appendix F)

Each proposal must include a Submission Pricing Form **(Appendix F)** completed according to the instructions contained in the form.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The PEIHC will review the proposals to determine whether the mandatory technical requirements as set out in the RFP Particulars (Appendix A) have been met. Questions or queries on the part of the PEIHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

2.3.2 Rated Criteria

The PEIHC will evaluate each compliant proposal on the basis of the rated criteria as set out in Section E of the RFP Particulars (Appendix A). The following is an overview of the categories and weighting for the rated criteria of the RFP.

Rated Criteria Category	Weighting (Points)
A.3.1 Proposed Approach / Process / Project Plan	30 points
A.3.2 Expertise & Resources	20 points
A.3.3 Added Value	10 points
Subtotal A	60 points
Stage III Pricing – (Appendix F – Submission Pricing Form)	40 points
Total Points	100 points

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the Submission Pricing Form (Appendix F). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed.

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each proponent will be ranked based on its total score. The proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with the PEIHC, the Proponent shall thereafter be known as the successful Proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by the PEIHC with a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements that in the sole opinion of the PEIHC are materially inconsistent with the terms set out in this RFP, including the terms of the Agreements in Appendix B, Appendix C, and Appendix D either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited.

3.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.4 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

3.1.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.6 References and Past Performance

In the evaluation process, the PEIHC may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the PEIHC.

3.1.7 Information in RFP Only an Estimate

The PEIHC makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.8 Proponents to Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.9 Proposal to be retained by the PEIHC

The PEIHC will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The PEIHC makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. The Agreements with the Successful Proponent will not be exclusive contracts for the provision of the described Deliverables. The PEIHC may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the PEIHC.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult:

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the Successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The PEIHC is under no obligation to provide additional information, and the PEIHC will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The PEIHC will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the PEIHC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the **Prince Edward Island Tendering Site**. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the PEIHC and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the PEIHC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the PEIHC may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, the PEIHC may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical

requirements set out in the RFP Particulars (**Appendix A**). The PEIHC may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent(s) and Execution of Agreements

The PEIHC will notify the selected Proponent in writing. The selected Proponent shall execute the Agreements in the form attached as **Appendix B, Appendix C and Appendix D** to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) Business Days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of the PEIHC's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Business Days of notice of selection, the PEIHC may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Agreements are executed by the PEIHC with Successful Proponent(s), notification of the outcome of the procurement process will be posted on the **Prince Edward Island Tendering Site**.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

The PEIHC may disqualify a Proponent for any conduct, situation or circumstance, determined by the PEIHC, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the **Submission Form (Appendix E)**.

3.5.2 Disqualification for Prohibited Conduct

The PEIHC may disqualify a Proponent, or terminate any agreement entered into if the PEIHC, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A Proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the **Submission Form (Appendix E)**.

3.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the PEIHC, and then only in coordination with the PEIHC.

3.5.5 No Lobbying

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the PEIHC; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

The PEIHC may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the PEIHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the PEIHC's past experience with the Proponent for similar or related services; or
- (e) any information provided to the PEIHC by any references of the Proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of the PEIHC

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

- (a) is the sole property of the PEIHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the Agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the PEIHC; and
- (d) must be returned by the Proponent to the PEIHC immediately upon request of the PEIHC

3.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the PEIHC. The confidentiality of such information will be maintained by the PEIHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the PEIHC to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available online at:

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") governs the collection, use and disclosure of personal information by the Province, including the PEIHC, and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

https://www.princeedwardisland.ca/sites/default/files/legislation/f-15-01_0.pdf

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the PEIHC

The PEIHC reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written Agreement between the PEIHC and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the PEIHC and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The PEIHC may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the PEIHC has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the PEIHC nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the PEIHC's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with

any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

3.7.4 Negotiations

The PEIHC reserves the right to negotiate with any Successful Proponent to achieve the establishment of the affordable housing agreement, rent supplement agreement and lease agreement.

[End of Part 3]

APPENDIX A – RFP PARTICULARS

A.1 The Deliverables

The Government of Prince Edward Island, through the PEIHC, provides subsidized apartment rental services to seniors across PEI.

PEIHC receives funding from the Government of Canada to improve access to affordable, sound, suitable and sustainable housing for households in need. As part of the 2016 Social Infrastructure Agreement under the Agreement for Investments in Affordable Housing additional funding was allocated to create additional units to improve access in the following categories:

Spending Category – fostering safe, independent living;

Specific Objective – to improve the living conditions of seniors' households in need, especially seniors living independently, by improving access to affordable housing that is sound, suitable and sustainable, including improved opportunities to age in place;

Proponent Types – government, not-for-profit, or for-profit landlord;

Activity – new construction or renovation of affordable housing;

Nature of Assistance – forgivable loan.

This RFP is issued by the PEIHC to solicit submissions from organizations (1) for the use of this funding through an affordable housing agreement for the construction of a minimum of 30 units of seniors housing and (2) to establish the agreement to a rent supplement and lease arrangement for tenants of the new units.

Depending on the pricing structure submitted by the Successful Proponent more than 30 units may be awarded to make maximum use of available funding. Proponents are asked to include pricing for projects up to the minimum of 30 units, as well as pricing for additional units that proponents may be able to provide due to their capacity. Additional units will be awarded based upon the same criteria as the minimum number of units as described herein.

Individual submissions of less than 30 units per project will be considered as the PEIHC is prepared to accept multiple projects to attain a minimum 30 units as well as to attain maximum use of the available funding.

Proponents can submit proposals for any number of units that meet the RFP criteria, and can submit multiple proposals for the same, or different, sites as long as the submission format described within the RFP is followed (see paragraph 1.5.3 in particular)

This RFP will establish the required agreements with an experienced and capable proponent to provide the development and management of seniors housing units in the City of Charlottetown.

The affordable housing agreement will set the agreed affordable monthly rent amount to be charged for each unit by the proponent to the PEIHC for the awarded units as well as set out the terms for the proponent to access available funding. In addition the RFP will establish a lease agreement and rent supplement agreement whereby the PEIHC will lease all awarded units from the proponent at the

agreed affordable rent; the PEIHC will then sub-let the units to individuals who are eligible for the Seniors Housing Program and are on a wait list for this program. The PEIHC will have responsibility to collect all rent from these tenants.

Monthly rental amounts for the funded units and for any units to be considered “affordable” will be based on affordable rent amounts set based on market information provided annually by the Canada Mortgage and Housing Corporation (CMHC). The January 2017 affordable monthly rents for this desired geographic location are as follows:

One bedroom - \$680

Two Bedroom - \$842

The PEIHC will provide 2018 affordable rent amounts to proponents for consideration once they have been set. Proponents will be required to set the affordable rent amount at the 2019 amount once CMHC updates its annual market information which will not be available until after January 2019. These are the maximum rents that the PEIHC is willing to pay through the agreements. Rents offered by proponents may be less.

The solution proposed should be holistic in its approach considering factors such as environment, economic development, accessibility, transportation, location and provision of support services in addition to amenities that support seniors to age in place.

Solutions should also address social inclusion and healthy communities including a range of market, mixed market, and affordable units in addition to units that appeal to various population groups including singles, families, seniors, persons with disabilities, and newcomers, as examples.

Proponents must demonstrate effective partnerships and/or equity contributions that reduce the cost of financing and required debt service costs, thereby increasing the affordability of units to low and moderate income households in the form of reduced rents.

Solutions should demonstrate how proponents will work with municipalities, community groups, businesses, non-profit and charitable organizations, and others, as appropriate, to best meet the needs of tenants.

The proponent must have the capability of commencing the project within 90 days of signing the Agreement. The proponent must have the capability of completing construction and having units available for rental by March 31, 2019.

A.2 Mandatory Technical Requirements

Proposed Approach / Process / Project Plan

A.2.1 Project Commencement: Proponents must identify their ability to (1) commence the project within 90 days of signing the Agreement and (2) complete construction and have the units available for rental by March 31, 2019.

A.2.2 Seniors Unit Mix:

One-bedroom – 67% of units proposed (20 of 30 units, for example)

Two-bedroom – 13% of units proposed (4 of 30 units, for example)

One-bedroom, accessible – 13% of units proposed (4 of 30 units, for example)

Two-bedroom, accessible – 7% of units proposed (2 of 30 units, for example)

Accessible units shall meet the most recent National Building Code standards.

A.2.3 Appliances: All units are to include appliances which meet energy efficiency standards, to the reasonable satisfaction of PEIHC, including: refrigerator, kitchen stove, microwave oven and dishwasher.

A.2.4 Seniors Unit Square Footage:

One-bedroom unit – no less than 650 square feet

Two-bedroom unit – no less than 850 square feet.

A.2.5 Laundry facilities are to be provided at no additional cost to tenants or the PEIHC. If a common laundry room is to be used, there will be a minimum of one common laundry room on each floor of the building.

A.2.6 Building access is to be controlled through secured door and intercom system.

A.2.7 A “Common Room” with appropriate square footage (a minimum of 600 square feet) and furniture to be included.

A.2.8 Parking: parking space ratio of 1.2 spaces per unit including accessible spaces; no additional cost to tenants or PEIHC.

A.2.9 Elevator: the building shall have an elevator if above one-story.

A.2.10 Types of units: including number of mixed market, affordable and rent –geared to income units and the rent being charged for each type of unit.

A.2.11 Energy Efficiency: all projects must achieve an energy efficiency appropriate to the type of structure; new low-rise housing falling under Part 9 of the 2015 National Building Code (NBC) will be designed to a minimum energy performance rating of 20% lower than the reference building under version 15 of the EnerGuide Rating System or designed to meet the ENERGY STAR® for New Homes criteria. ENERGY STAR products shall be used for unit refrigerators, unit and common lighting and common laundry equipment; new larger multi-unit residential buildings which exceed size requirements for Part 9 of the 2015 NBC will be designed to achieve

a 20% reduction in energy consumption compared to an equivalent building designed to the National Energy Code for Buildings (NECB).

A.2.12 Electrically heated units: for units in which heat is provided through electric means (for example, with a heat pump) electrical service shall be provided through the electrical hook-up for the building and not through the electrical hook-up for the individual units for which tenants are responsible for the cost. Each unit shall have its own temperature control accessible by the tenant.

Hot water that is provided through electric means (for example, individual hot water heaters in units) shall be serviced through the electrical hook-up for the building and not through the electrical hook-up for the individual units for which tenants are responsible for the cost.

A.2.13 Air Exchange: Air exchange units will be installed in each building unit.

A.2.14 Communications: each unit will have wireless Internet, cable and telephone hook-up apparatus installed.

A.2.15 Floor Plan: proponents are required to provide a floor plan indicating the location of spaces and typical furniture configuration with identifying rooms, circulation, entrances, walls, windows, and doors.

A.2.16 Site Plan: proponents are required to provide a site plan and concept building layout for the building site.

A.2.17 Standard of Construction: Building must be designed and constructed, or renovated in accordance with the latest edition of the National Building Code (NBC) as well as with all applicable Provincial Acts, bylaws, regulations and codes.

Expertise & Resources

A.2.18 Proponents must identify and clearly demonstrate their (or their organization's) experience / expertise within the past five (5) years as it related to the development and management of residential rental real estate. Specifically, proponents must evidence that they are a reliable developer and property manager provider of residential rental property that is capable of meeting the explicit requirements of the PEIHC.

A.2.19 Proponents must include the following corporate data:

- Management strength
- Years established
- Headquarters location
- Organization size
- Number of organizations using its services
- Project history.

A.2.20 Proponents must identify client contact names with telephone number for significant projects identified above that are considered similar and relevant to the requirements identified in this RFP.

Pricing

A.2.21 Proponents must clearly identify in their submission (1) the amount of their funding request for creation of seniors housing units and (2) their agreement to an affordable housing agreement, a lease and a rent supplement agreement for the rental of affordable housing units.

A.2.22 Financial: the proponent is to clearly identify:

- **Forgivable loan:** the amount of the PEIHC's forgivable loan funding requested in support of the project (Appendix D).
- **Rent:** monthly rent per type of unit: by category – Market Unit, Affordable Unit, Leased to PEIHC.
- **Funding:** confirmation of all funding making up the difference between the total project cost and the forgivable loan requested.
- **Unit cost:** per unit cost of construction.
- **Total project cost:** the total cost of the project including all units whether receiving funding from PEIHC or not.

A.2.23 Sustainability: the proponent must demonstrate long term project viability including:

- **Pro-forma:** Five-year pro-forma generating positive cash flow.
- **Break-even:** rental revenues offset operating expenses.
- **Replacement Reserve:** pro-forma provides an allowance for replacement reserve.
- **Debt:** debt service costs included.

A.3 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP..

Proposed Approach / Process / Project Plan – 30 Points

A.3.1 Executive Summary

Provide a **1-2 page summary** of your technical response, highlighting the key features of your proposal. It should allow the evaluation team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.

A.3.2 Understanding of Service Requirements

Provide a **1-2 page summary** of your understanding of the RFP requirements. This content should be expressed in your own words and not simply recite the requirements as defined in this RFP.

[A.3.3 Approach](#)

Describe the **approach and/or process** proposed to address the RFP requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project. Provide a **project plan** that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

[A.3.4 Green Technology](#)

Proponent must identify Green technology that promotes the conservation of non-renewable resources, minimizes environmental impact, or includes building components that contribute to the economic efficiency of the units over the long term. Examples include:

Site Development: minimize storm water run-off, encourage car pooling and bicycling, increase urban density and green space.

Innovation in Design: innovative environmental features not covered in other areas.

Water Efficiency: eliminate site irrigation, reduce water consumption, minimize or treat wastewater.

Material Selection: minimize construction waste, re-use existing building façade, maximize use of recycled and salvaged materials, maximize use of renewable construction materials and design and build more durable buildings.

Indoor Environmental Quality: incorporate daylighting, use low off-emitting materials, provide operable windows and occupant control of work space, improved delivery of ventilation air.

A.3.5 Pre-construction requirements: for example, title, zoning, development permits and drawings, and including:

Location: the Proponent demonstrates that the location provides maximum access to amenities and services needed by the populations being served.

Transportation: the Proponent demonstrates that the location provides maximum access to public transportation.

A.3.6 Partnerships: The Proponent demonstrates collaboration with other partners including but not limited to: municipalities, community groups, businesses, non-profit and charitable organizations, and others as appropriate to best meet the needs of tenants.

A.3.7 Supported Services: the Proponent demonstrates the inclusion of various support services that meet the needs of served populations, or the physical proximity of the project to those same services.

[A.3.8 Management of Project Risk](#)

Identify the potential risks that would be expected to emerge during this project.

Describe the respective impact(s) of these risks on the project itself and/or on any relevant business area(s) within the PEIHC, and assign a severity on a defined scale.

Outline risk mitigation strategies.

Expertise & Resources – 20 Points

A.3.9 Proponent's Team

The proponent should be able to demonstrate that its **proposed team as a whole** will be able to deliver the requirements described in the RFP.

In addition, by virtue of responding to this RFP, the proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

Describe the management team and resources the proponent has committed to this project to ensure deliverables are provided according to quality and schedule including:

Experience: Outline experience with comparable projects. Describe any similarities to, or differences from, this project.

References: Provide **three project references** for any work done by you in the past **three** years that is similar in nature to the requirements defined in this RFP. Select references that are similar to PEIHC, and provide a contact name, along with telephone number, fax number and email address. The reference information provided should identify the size of the projects conducted for the reference as well as demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

Proponent Team: Submit the individual **resumes** for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP. Resumes, including references should not exceed two (2) pages. Anything beyond two (2) pages will not be evaluated. Resume format and layout should be consistent for all resources proposed.)

Partnerships and consortiums: the PEIHC encourages innovation and competition in the proponent community through arrangements such as partnerships and consortiums. If sub-contractors or partners of a proponent are being used for this project, describe the general range of services that the respective contractors (companies or individuals) provide and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a proponent's own resources will be used.

Added Value – 10 Points

A.3.10 Added Value

‘Added value’ is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.

‘Added value’ may also be in the form of additional amenities in each unit, or in the building overall, that improves the quality of life for residents (a fitness room and equipment as one example).

Describe the aspect(s) of your proposal believed to result in notable added value for this project and/or the PEIHC as a whole.

‘Added value’ would also be considered as the provision of additional financial value to PEIHC by reducing its long term rent supplement cost by offering a lower agreed affordable monthly rent amount. Proponents should confirm the agreed affordable monthly rent amount being offered in their proposal as follows:

Proposed Agreed Affordable Rent per Unit Type	
One (1) Bedroom	\$
Two (2) Bedroom	\$

APPENDIX B

SAMPLE AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____ (the "Effective Date").

BETWEEN: **PRINCE EDWARD ISLAND HOUSING CORPORATION**, a Crown corporation incorporated pursuant to the *Housing Corporation Act* R.S.P.E.I. 1988, Cap. H-11.1, and having its head office at Charlottetown, in Queens County, Prince Edward Island,

(hereinafter referred to as "PEIHC")

OF THE FIRST PART;

AND:

_____, a body corporate, duly incorporated under the laws of the province of Prince Edward Island, and having its head office at XXXXXX City, XXXX County, Prince Edward Island,

(hereinafter referred to as the "Developer")

OF THE SECOND PART;

WHEREAS PEIHC is the agent for and administrator of the 2016 Social Infrastructure Fund Agreement under the Investment in Affordable Housing Agreement (the "SIF");

AND WHEREAS the Developer is an organization established to provide affordable housing options in Prince Edward Island, and has made application under the SIF for a contribution pursuant to the terms of the SIF in the total amount of \$ _____ Dollars (the "Forgivable Loan");

AND WHEREAS the Developer's application for the Forgivable Loan has been approved for the affordable housing project located at _____ (the "Project") , subject to the terms and conditions as more particularly set out herein;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Covenants of the Developer and PEIHC

1. The Developer shall execute a Promissory Note for an amount equal to the amount of the Forgivable Loan, and a Collateral Mortgage in favour of the PEIHC, which mortgage shall form a second charge on all that land owned by the Developer and being located at _____, Prince Edward Island, being more particularly described in Schedule "A" attached hereto (the "Lands"). The Promissory Note and the Collateral Mortgage shall be for the Term and shall be forgivable upon satisfaction of any terms and conditions contained in the Promissory Note, and upon satisfaction of the terms and conditions of this Agreement.
2. The Developer agrees that the terms and conditions of this Agreement, and the mortgage

securing it, shall run with the Lands so mortgaged, or any portion of it, and in the event of a sale or other disposition of the Lands, or any portion of it, the Developer shall require the purchaser or recipient to assume the mortgage and also this Agreement as a condition of such sale or disposition.

3. The Developer agrees that:
 - (a) no rent increase shall be implemented until one year after the first unit is rented (see Schedule "B" for original rental rates); and
 - (b) the rental units located on the Lands (the "units") shall be rented at those rates defined as affordable by PEIHC in 2017, as more particularly set out in Schedule "B" attached hereto and, subject to subparagraph (a), any annual rental increases shall not exceed those set by the Island Regulatory and Appeals Commission ("IRAC") for the Term.
4. The Developer agrees that during the Term of this Agreement, the units shall be rented only to those persons as identified by PEIHC as eligible tenants.
5. The Developer shall exercise due diligence in the management of the Lands. The Developer agrees that all rental policies and guidelines established by IRAC shall be adhered to in the rental and maintenance of the units.
6. The Developer agrees that all of the units shall meet or exceed the square footage requirements for rental accommodations as follows:
 - (a) a one bedroom unit shall contain not less than 650 square feet; and
 - (b) a two bedroom unit shall contain not less than 850 square feet.

Term

7. Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall be for **TWENTY-FIVE (25) YEARS**, calculated from the Effective Date (the "Term"). There shall be no extension of this Agreement beyond the Term.

Payments, Records and Accounts

8. Subject to the terms of this Agreement, it is agreed by the Developer that PEIHC is contributing the Forgivable Loan based on _____ (\$ _____) Dollars per unit, for the development of X units *{please enter: comprised of one, two, three, etc. bedroom units}* on the Lands, including the construction and rental of the units pursuant to the conditions set out in this Agreement.
9. PEIHC will disburse the Forgivable Loan to the Developer in the manner described in Schedule "C".
10. The Developer shall keep proper accounts and records of the cost to the Developer of the Project and of all expenditures or commitments made by the Developer under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of PEIHC. The Developer shall provide all facilities for the audits, inspections, copying and extractions and shall provide PEIHC and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

11. Subject to statutory limitations, the Developer shall not, without the written consent of PEIHC, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

12. (a) The Parties agree that the Developer shall act as an independent developer and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Developer, or any officer, clerk, employee or agent of the Developer, as an officer, clerk, employee or agent of PEIHC, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
13. (a) The Developer agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Developer may be required by law to make in connection with the Project.
- (b) The Developer agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Project and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers' Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of the employers' obligations.
- (c) The Developer, before undertaking the Project shall provide to PEIHC either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Developer agrees to accept the full cost of doing those things required under this paragraph, and will not charge or seek reimbursement from PEIHC in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.
14. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for PEIHC's fiscal year in which the payment is to be made.

Reports

15. The Developer shall make interim reports during the Term as described in Schedule D.

Administration

16. PEIHC shall provide such support, direction, decisions and information to the Developer as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Developer.

Termination

17. The Developer agrees that any breach by the Developer of the terms and conditions of this Agreement shall result in the immediate termination of this Agreement. Notice of said termination by PEIHC shall be in writing and either delivered to the Developer in person or by electronic communication, or mailed to the Developer's address at its last known place of business. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communication or mailing of such notice. Upon termination, the Developer acknowledges that the total amount of the Forgivable Loan shall immediately become due and payable to PEIHC, provided however that credit shall be given for each complete month in which the Developer operates the units at rates defined as affordable by PEIHC.
18. Notice in this Agreement is deemed to have been effected on the day of delivery in person, electronic communication, or upon mailing of the notice.

Right of First Refusal

- 18.1 If the Developer wishes to sell or transfer the Lands, or any part of the Lands, prior to the expiry or termination of this Agreement, the Developer agrees to first provide the PEIHC with the option to purchase the Lands, or part thereof, at market value. Market value will be determined through an appraisal completed by an independent third party with the appropriate professional expertise.

Confidentiality and Copyright

19. Any and all information, knowledge or data made available to the Developer as a result of this Agreement shall be treated as confidential information. The Developer shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of PEIHC, unless the information, knowledge or data is generally available to the public.
20. The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of PEIHC and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Developer, its employees, agents, servants or others for whom the Developer is responsible, without the prior written consent of PEIHC.

Conflict of Interest

21. The Developer warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Developer shall immediately notify PEIHC, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event PEIHC discovers or is notified by

the Developer of an actual or potential conflict of interest, PEIHC, in its sole discretion, may either:

- (a) Allow the Developer to resolve the actual or potential conflict to the satisfaction of PEIHC; or
- (b) Terminate the Agreement in accordance with the Termination section of this agreement.

Freedom of Information and Protection of Privacy Act

- 22. The Developer acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Developer may be consulted prior to release of any information.
- 23. The Developer acknowledges and agrees that, in the event the Project involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

- 24. The Developer shall jointly and severally indemnify and hold harmless the PEIHC and the Government of Prince Edward Island ("Government"), its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from this Agreement, including but not limited to all matters arising out of this Agreement, any and all related agreements, and any activities of the Developer in the performance of this Agreement and related agreements (the "claim" or "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including but not limited to those of negligence, of the Developer or anyone directly or indirectly employed by the Developer or anyone for whom the Developer may be liable.
- 25. The Developer shall provide and maintain the following insurance policies in force during the Term of this Agreement. All policies shall be issued by insurers maintaining a minimum A.M. Best "A-" rating licensed to carry on business in Canada and shall be subject to approval by the PEIHC acting reasonably.
 - (a) Commercial Liability insurance with an insured limit of not less than five million dollars (\$5,000,000) per occurrence covering bodily injury, death and damage to property, including loss of use thereof, and not less than five million dollars (\$5,000,000) per occurrence and in the annual aggregate for products liability and completed operations, applicable both during construction and operations including but not limited to the following coverage:
 - (i) premises, and operations liability;
 - (ii) products liability and completed operations;
 - (iii) blanket contractual liability;
 - (iv) employers liability (Canada);

- (v) personal injury liability;
- (vi) non-owned licensed motor vehicle (automobile) liability;
- (vii) water craft coverage (if applicable); and
- (viii) fire fighting expense liability.

This insurance shall be in the name of the Developer, and name the PEIHC and the Government, its respective directors, officers and employees as an additional insured to the extent of the Developer's legal liability for claims for property damage, bodily injury, including death and personal injury, arising from the operations of the Developer, its employees, agents and contractors, and shall include both cross liability and severability of interest clauses.

- (b) Automobile liability insurance in respect to owned or leased licensed motor vehicles with an insured limit of not less than two million dollars (\$2,000,000) per accident covering bodily injury, death and damage to property including loss of use thereof.

- (c) Property and Boiler and Machinery Coverage:

All risk, blanket limit agreed amount covering real and personal property on an all risk basis, including comprehensive boiler and machinery coverage with overall limits equal to the cost of construction on a replacement cost basis, providing coverage against direct damage to all locations owned, leased, or in the Developer's care custody and control, property for which the Developer is liable, caused by an occurrence, "Accident" to an "Object," resulting in damage to real or personal property that necessitates repair or replacement. Coverage to be on the basis of course of construction until final acceptance and then property policy with the following extensions on BOTH policies to include:

- (i) Loss of income, included in limit
- (ii) Ordinance and Law coverage
- (iii) Sublimits:

a)	Demolition/Increased Cost of Construction:	\$5,000,000
b)	Ordinance or Law:	\$5,000,000
c)	Ammonia Contamination:	\$1,000,000
d)	Consequential Damage (Spoilage):	\$1,000,000
e)	Hazardous Substance Clean-up:	\$1,000,000
f)	Media:	\$1,000,000
g)	Spoilage:	\$1,000,000
h)	Water Damage:	\$1,000,000
i)	Brands and Labels:	\$500,000
j)	Business Income/Loss of Rents:	Included
k)	CFC Refrigerants:	Included
l)	Computer Equipment:	Included
m)	Off Premises Interruption:	Included
n)	Expediting Expense:	Included
o)	Extra Expense:	Included

- (d) The Developer shall arrange to provide PEIHC with current certificates of insurance, in a form and content reasonably acceptable to PEIHC, evidencing the required insurance policies hereunder within ten (10) days of the effective date and on each renewal of the insurance policies thereafter, and which require that PEIHC shall receive sixty (60) days' written notice prior to cancellation during the term of the policy. Umbrella insurance may be used to achieve the required insured limits.
- (e) If the Developer fails to maintain the required insurance described herein, PEIHC may, but has no obligation to, pay the premium therefore and obtain reimbursement from the Developer. The Developer's required insurance shall be primary except to the extent of claims arising from the negligence of PEIHC and those for whom PEIHC is responsible in law.
- (f) If the Developer fails to maintain the insurance policies set out above, PEIHC (after notice to, and failure to remedy by the Developer) shall be entitled (but not obligated) to effect such insurance as it deems proper and the Developer shall promptly pay to PEIHC all premiums paid by PEIHC, together with any additional costs incurred by PEIHC.
- (g) Both parties to this Agreement may, at all times during the Term, maintain in force separate and individual insurance policies, in addition to the obligations listed above, to fully protect that party against any claims for property damage, personal injury or death which might arise out of the performance or non-performance of either parties obligations under this Agreement for which either party may be held liable, whether such legal obligation is based on an action in contract, tort, warranty or otherwise.
- (h) The insurer shall acknowledge that the policy is primary and any other insurance policies that may be in effect or any other sources of recovery including the Developer or Government of Prince Edward Island's Self Insurance and Risk Management Fund shall not contribute in any way to any judgments, awards, payments, or costs or expenses of any kind whatsoever made as a result of actual or alleged claims.

General

- 26. This Agreement shall not be assigned or subcontracted in whole or in part by the Developer without the prior written consent of PEIHC.
- 27. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their successors and assigns.
- 28. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 29. This Agreement, including Schedules "A", "B" "C" and "D", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 30. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

31. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
32. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)
)
)

Prince Edward Island Housing Corporation

per:

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)
)

[INSERT DEVELOPER'S NAME]

per:

Authorized Signing Officer

SCHEDULE "A"

DESCRIPTION OF LANDS

To Agreement between Prince Edward Island Housing Corporation and the Developer dated the _____
day of _____, 2018

ALL THAT PARCEL OF LAND situate, lying and being at

SCHEDULE "B"

Rent Levels

To Agreement between Prince Edward Island Housing Corporation and the Developer dated the _____ day of _____, 2018

1) The maximum monthly rent* level established for this Project is as follows*:

- (a) One bedroom unit - \$680
- (b) Two Bedroom unit - \$842

(*NOTE – these are 2017 rates and will be adjusted when CMHC updates its market rent information for the 2018 and 2019 years)

2) The Developer will be required to apply the 2019 maximum monthly rent level once it has been established.

SCHEDULE "C"

Forgivable Loan Dispensation

To Agreement between Prince Edward Island Housing Corporation and the Developer dated the _____ day of _____, 2018

1. The PEIHC will dispense the Forgivable Loan of \$ _____ to the Developer as follows:
 - a) The Forgivable Loan will only be provided to the Developer provided all the terms and conditions of this Agreement have been complied with, and on the provision to the PEIHC of a Certificate of Substantial Completion duly authorized and executed by the Chief Engineer for the Project, or such other authorized official of the Developer as deemed acceptable by the PEIHC. The Certificate of Substantial Completion shall be in such form as is satisfactory to the PEIHC;
 - b) The Developer shall, at the completion of Project as defined by the receipt of the Certificate of Substantial Completion, provide to PEIHC, at the Developer's cost, an independent appraisal of the value of the completed Project;
 - c) The Developer shall, at the completion of Project as defined by the receipt of the Certificate of Substantial Completion, provide to PEIHC at the Developer's cost, an independent appraisal of the value of any in-kind contributions made to the Project including land, cash, or other contributions; and
 - d) The Developer will forward to the PEIHC all paid original invoices to support the cost of the substantially completed Project. The PEIHC will dispense the Forgivable Loan in a lump sum payment to the Developer upon satisfactory receipt of the invoices at the following address:
Name:
Address:
City/Town:
Province: Prince Edward Island
Postal Code:

SCHEDULE "D"

Reporting

To Agreement between Prince Edward Island Housing Corporation and the Developer dated the _____ day of _____, 2018

1. All written communications with PEIHC shall be addressed as follows:

Prince Edward Island Housing Corporation
c / o Housing Services
161 St. Peters Road
P.O. Box 2000
Charlottetown, PE CIA 7N8

2. The Developer shall provide the following information to the PEIHC as follows.

Construction Phase

3. The Developer shall provide bi-weekly updates to the PEIHC regarding the status of the Project and issues that impede timely and quality completion of the Project in a manner that is to the reasonable satisfaction of PEIHC.

Forgivable Loan Term

4. The Developer shall submit an annual written report to the PEIHC within ninety (90) days of the end of the Developer's fiscal year end. The written report shall include the following information based on the fiscal year of the Developer:
 - (a) Annual financial statements in a manner suitable to PEIHC and signed by authorized signing authority of the Developer;
 - (b) Vacancy report for the year for all units by category:
 - (i) Units rented by PEIHC;
 - (ii) Affordable rent Units; and
 - (iii) Market rent units
 - (c) Actual rents charged for all units by unit by category:
 - (iv) Units rented by PEIHC;
 - (v) Affordable rent Units; and
 - (vi) Market rent units.

APPENDIX C

SAMPLE RENT SUPPLEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2018.

BETWEEN: **PRINCE EDWARD ISLAND HOUSING CORPORATION**, a Crown corporation incorporated pursuant to the *Housing Corporation Act* R.S.P.E.I. 1988, Cap. H-11.1, and having its head office at Charlottetown, in Queens County, Prince Edward Island,

(hereinafter referred to as "PEIHC")

OF THE FIRST PART;

AND:

_____, a body corporate, duly incorporated under the laws of the province of Prince Edward Island, and having its head office at XXXXXCity, XXXXCounty, Prince Edward Island,

(hereinafter referred to as the "Owner")

OF THE SECOND PART.

WHEREAS the Owner is the owner of a {enter # units} unit apartment building located at {enter address}, City, Queens County, Prince Edward Island (the "Lands"), and has entered into a Lease with PEIHC for the rental of {enter # units} units in the apartment building;

AND WHEREAS PEIHC wishes to assist Households in Need to obtain residential accommodation at rents which are scaled to their incomes;

AND WHEREAS the Owner and PEIHC have entered into an Affordable Housing Agreement dated {MMM, DD, YYYY} wherein the Owner has agreed to provide {enter # units} on the {enter # units} units as such accommodation on certain terms and conditions including the condition that PEIHC pays the Agreed Affordable Rent for the Designated Units, as outlined in Schedule "A" attached hereto.

NOW THEREFORE this Agreement witnesseth that in consideration for the mutual covenants and promises herein contained the Parties hereto undertake and agree as follows:

Definitions

1. In this Agreement the following definitions apply, and the singular shall include plural and vice versa:
 - (a) "Agreed Affordable Rent" means the monthly rent for the Designated Units in the Project funded through the Affordable Housing Agreement.
 - (b) "Agreement" means this Rent Supplement Agreement.
 - (c) "Designated Unit" means a unit in the Project, as more particularly described in Schedule "A" attached hereto.

- (d) "Eligible Tenant" means a member of a household which is a Household in Need and is a person who is at least sixty (60) years of age, and includes the spouse of such a person.
- (e) "Household in Need" means a household which, in the sole opinion of PEIHC, cannot afford or cannot obtain adequate and suitable accommodation.
- (f) "Project" means the {enter # units} unit apartment building and the real property parcel on which the said building is located which is owned by the Owner, located at {enter address} and to which this Agreement applies.

Effective Date and Term

- 2. Notwithstanding the date of execution of this Agreement, the Parties agree that the effective date of this Agreement is {MMM, DD, YYYY} (the "Effective Date").
- 3. Subject to the termination clauses contained in the Termination or Expiry section and the Conflict of Interest section of this Agreement, the term of this Agreement shall be for **TWENTY-FIVE (25) YEARS**, calculated from the Effective Date (the "Term").

Selection of Eligible Tenants

- 4. The Owner will accept as PEIHC's sub-tenants, only those Eligible Tenants as are selected by the PEIHC.

Lease of Designated Units

- 5. PEIHC agrees, subject to the provisions contained herein, to pay the Owner the Agreed Affordable Rent for the Designated Units.
- 6. The Owner shall provide the Designated Units and the Project with those services and appliances as listed in Schedule "A" attached hereto, the cost of which is included in the Agreed Affordable Rent.
- 7. PEIHC shall be responsible to the Owner for any damage to a Designated Unit beyond normal wear and tear caused by the Eligible Tenant up to a maximum amount equal to one (1) month's Agreed Affordable Rent for that Designated Unit.
- 8. On {MMM, DD, YYYY}, and annually thereafter during the Term, the Agreed Affordable Rent may be adjusted upward by the Owner to directly reflect any increase that is permitted by the Island Regulatory Appeals Commission in accordance with the *Rental of Residential Property Act* R.S.P.E.I. 1988, Cap. R-13.1. Notification of any such Agreed Affordable Rent adjustment will be provided in writing to PEIHC by the Owner not less than ninety (90) days prior to the date on which the adjustment is to become effective as prescribed above.

Conditions of Agreement

- 9. The parties agree that entry into this Agreement does not result in the appointment or employment of the Owner, or anyone associated therewith, as an employee of the Government of Prince Edward Island or PEIHC.
- 10. The Owner agrees to accept sole responsibility to submit any applications, reports, payments, or contributions for sales taxes, income tax, Canada Pension Plan, employment insurance, workers' compensation assessments, Harmonized Sales Tax or any other similar matter which the Owner

may be required by law to make in connection with the Project, the units and any matter related to this Agreement.

11. The Owner agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Project, the units and any matter related to this Agreement, and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers' Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of employer's obligations.

Vacancies in Designated Units

12. PEIHC will promptly inform the Owner of an Eligible Tenant's intention to vacate a Designated Unit. Upon vacancy of the Designated Unit, the Owner will promptly prepare the Designated Unit for re-occupancy but in no circumstances will the readying of the Designated Unit exceed a period of thirty (30) days from the vacancy date of the Designated Unit. In the event the Designated Unit is not ready for re-occupancy by an Eligible Tenant after the thirty (30) day period, PEIHC may withhold the monthly Agreed Affordable Rent for the next monthly period, and each month thereafter, until the first monthly period the Designated Unit is ready for re-occupancy.

Project Management

13. The Owner shall, at its expense, assign a manager for the Project (the "Manager"). The Manager will be an employee, or contracted person, of the Owner and will be responsible for completing day-to-day management matters in relation to the Project and the Eligible Tenants. The Manager will provide services normally associated with a property manager in similar management circumstances, including, but not limited to:
 - (a) ensuring premises are maintained in a clean, safe and functional condition;
 - (b) promptly apprising PEIHC of any sub-tenant issues that require the intervention of PEIHC; and
 - (c) responding promptly and efficiently to any sub-tenant PEIHC Project related issues.
14. The Owner shall, at its own expense, repaint the Designated Units on a cyclical basis but not less frequently than every five (5) years. If, however, in the mutually considered opinion of the Owner and PEIHC, it is deemed necessary to repair a Designated Unit upon change of Eligible Tenants, due to damages beyond the normal wear and tear, PEIHC will bear all responsible expenses incurred by the Owner up to a maximum amount equal to one (1) month's Agreed Affordable Rent for that Designated Unit.
15. The Owner shall provide efficient management of the Designated Units and maintain the Project in which the Designated Units are situated in a good state of repair and cleanliness and fit for occupancy.
16. The Owner will comply with all federal, provincial and municipal laws and regulations regarding all health and safety standards and including any housing standards required by law. The Owner will permit representatives of PEIHC to inspect the Designated Units at any time.

Termination or Expiry

17. On the termination or expiry of this Agreement, the Owner agrees to permit, at the option of

PEIHC, an Eligible Tenant who lives in a Designated Unit at the termination or expiry of this Agreement to remain in the Eligible Tenant's Designated Unit as a tenant of the Owner. If this option is exercised by PEIHC, PEIHC agrees to pay the Owner a monthly rent equal to the market rent for similar units in relevant market. This option must be exercised by PEIHC no later than {MMM, DD, YYYY}. If the option is not exercised, PEIHC must ensure that its sub-tenants have vacated the Designated Units by {MMM, DD, YYYY}.

18. In the event the Owner fails to maintain the Project in which the Designated Units are situated in a fit state for occupancy, or otherwise commits a breach of this Agreement and fails to take remedial action, as requested by PEIHC, within sixty (60) days of such a request, then PEIHC may, at its option, suspend payments under this Agreement until such time as the breach has been remedied and may take any other action against the Owner as it deems necessary.

Right of First Refusal

- 18.1 If the Owner wishes to sell or transfer the Lands, or any part of the Lands, prior to the expiry or termination of this Agreement, the Developer agrees to first provide the PEIHC with the option to purchase the Lands, or part thereof, at market value. Market value will be determined through an appraisal completed by an independent third party with the appropriate professional expertise.

Books, Accounts, Audit and Reporting

19. PEIHC, or its representative, may inspect and audit all books, documents, vouchers, records and accounts of the Owner pertaining to this Agreement and the operation and the administration of this Project. The Owner shall retain in its possession for not less than seven (7) years after the expiry of each year of this Agreement all such books, documents, vouchers, records and accounts pertaining to such year.

Confidentiality

21. Any and all information, knowledge or data made available to the Owner as a result of this Agreement shall be treated as confidential information. The Owner will not directly or indirectly disclose or use it for purposes unrelated to this Agreement at any time without first obtaining the written consent of PEIHC, unless the information, knowledge or data is generally available to the public.

Conflict of Interest

22. The Owner warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Owner shall immediately notify PEIHC, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event PEIHC discovers or is notified by the Owner of an actual or potential conflict of interest, PEIHC, in its sole discretion, may either:
 - (a) Allow the Owner to resolve the actual or potential conflict to the satisfaction of PEIHC; or
 - (b) Immediately terminate the Agreement by notice of said termination in writing and either delivered to the Owner in person or by electronic communication, or mailed to the Owner's address at its last known place of business. This Agreement shall be

determined to have ended upon the date of delivery, sending by electronic communication or mailing of such notice. Notice in this Agreement is deemed to have been effected on the day of delivery in person, electronic communication, or upon mailing of the notice.

Freedom of Information and Privacy Protection

23. The Owner acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the Freedom of Information and Protection of Privacy Act R.S.P.E.I. 1988, Cap. F-15.01. The Owner may be consulted prior to release of any information.
24. The Owner acknowledges and agrees that, in the event the Project involves the collection or use of personal information, it is subject to the Freedom of Information and Protection of Privacy Act, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

25. The Owner shall jointly and severally indemnify and hold harmless the PEIHC and the Government of Prince Edward Island, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from this Agreement, including but not limited to all matters arising out of this Agreement, any and all related agreements, and any activities of the Developer in the performance of this Agreement and related agreements (the "claim" or "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including but not limited to those of negligence, of the Owner or anyone directly or indirectly employed by the Owner or anyone for whom the Owner may be liable.
26. The Owner shall provide and maintain the following insurance policies in force during the Term of this Agreement. All policies shall be issued by insurers maintaining a minimum A.M. Best "A-" rating licensed to carry on business in Canada and shall be subject to approval by the Government, acting reasonably.
 - (a) Commercial Liability insurance with an insured limit of not less than five million dollars (\$5,000,000) per occurrence covering bodily injury, death and damage to property, including loss of use thereof, and not less than five million dollars (\$5,000,000) per occurrence and in the annual aggregate for products liability and completed operations, applicable both during construction and operations including but not limited to the following coverage:
 - (i) premises, and operations liability;
 - (ii) products liability and completed operations;
 - (iii) blanket contractual liability;
 - (iv) employers liability (Canada);
 - (v) personal injury liability;
 - (vi) non-owned licensed motor vehicle (automobile) liability;
 - (vii) water craft coverage (if applicable); and
 - (viii) fire fighting expense liability.

This insurance shall be in the name of the the Owner, and PEIHC and Government of Prince Edward Island ("Government") and its respective directors, officers and employees as an additional insured to the extent of The Owner's legal liability for claims for property damage, bodily injury, including death and personal injury, arising from the operations of the Owner, its employees, agents and contractors, and shall include both cross liability and severability of interest clauses.

- (b) Automobile liability insurance in respect to owned or leased licensed motor vehicles with an insured limit of not less than two million dollars (\$2,000,000) per accident covering bodily injury, death and damage to property including loss of use thereof.

- (c) Property and Boiler and Machinery Coverage:

All risk, blanket limit agreed amount covering real and personal property on an all risk basis, including comprehensive boiler and machinery coverage with overall limits equal to the cost of construction on a replacement cost basis, providing coverage against direct damage to all locations owned, leased, or in the Owner's care custody and control, property for which the Owner is liable, caused by an occurrence "Accident" to an "Object," resulting in damage to real or personal property that necessitates repair or replacement. Coverage to be on the basis of course of construction until final acceptance and then property policy with the following extensions on BOTH policies to include:

- (i) Loss of income, included in limit
- (ii) Ordinance and Law coverage
- (iii) Sublimits:

Demolition/Increased Cost of Construction:	\$5,000,00
Ordinance or Law:	\$5,000,000
Ammonia Contamination:	\$1,000,000
Consequential Damage (Spoilage):	\$1,000,000
Hazardous Substance Clean-up:	\$1,000,000
Media:	\$1,000,000
Spoilage:	\$1,000,000
Water Damage:	\$1,000,000
Brands and Labels:	\$500,000
Business Income/Loss of Rents:	Included
CFC Refrigerants:	Included
Computer Equipment:	Included
Off Premises Interruption:	Included
Expediting Expense:	Included
Extra Expense:	Included

- (d) The Owner shall arrange to provide PEIHC with current certificates of insurance, in a form and content reasonably acceptable to PEIHC, evidencing the required insurance policies hereunder within ten (10) days of the effective date and on each renewal of the insurance policies thereafter, and which require that PEIHC shall

receive sixty (60) days written notice prior to cancellation during the term of the policy. Umbrella insurance may be used to achieve the required insured limits.

- (e) If the Owner fails to maintain the required insurance described herein, PEIHC may, but has no obligation to, pay the premium therefore and obtain reimbursement from the Owner. The Owner's required insurance shall be primary except to the extent of claims arising from the negligence of the PEIHC and those for whom PEIHC is responsible in law.
- (f) If the Owner fails to maintain the insurance policies set out above, PEIHC (after notice to, and failure to remedy by the Owner) shall be entitled (but not obligated) to effect such insurance as it deems proper and the Owner shall promptly pay to PEIHC all premiums paid by PEIHC, together with any additional costs incurred by PEIHC.
- (g) Both parties to this Agreement may, at all times during the Term, maintain in force separate and individual insurance policies, in addition to the obligations listed above, to fully protect that party against any claims for property damage, personal injury or death which might arise out of the performance or non-performance of either parties obligations under this Agreement for which either party may be held liable, whether such legal obligation is based on an action in contract, tort, warranty or otherwise.
- (h) The insurer shall acknowledge that the policy is primary and any other insurance policies that may be in effect or any other sources of recovery including the Owner or Government of Prince Edward Island's Self Insurance and Risk Management Fund shall not contribute in any way to any judgments, awards, payments, or costs or expenses of any kind whatsoever made as a result of actual or alleged claims.

General

- 27. This Agreement shall not be assigned or subcontracted in whole or in part by the Owner without the prior written consent of PEIHC.
- 28. This Agreement shall enure to the benefit of and be binding upon the parties hereto and, subject to above assignment and subcontracting clause, their administrators, successors and assigns.
- 29. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 30. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 31. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 32. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall

remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

33. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

IN WITNESS WHEREOF the parties thereto have executed this Agreement as of the date above written.

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
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)
)
)

Prince Edward Island Housing Corporation

per:

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)
)
)
)

[INSERT OWNER'S NAME]

per:

Authorized Signing Officer

SCHEDULE "A"

AGREED RENTS AND SERVICES

**To Agreement between Prince Edward Island Housing Corporation and the Owner dated the _____
day of _____, 2018**

1. The Owner shall provide the following Designated Units at the following Agreed Affordable Rents:

Designated Unit	Address	# Bedrooms	Accessible	Agreed Affordable Rent (monthly)

2. The Owner shall provide the following services to the reasonable satisfaction of the PEIHC, the cost of such is included in the Agreed Affordable Rent amount:
- a. Heat – heat that is provided through electric means (for example, a heat pump) shall be serviced through the electrical hook-up for the building and not through the electrical hook-up for the individual units for which tenants are responsible for the cost.
 - b. Hot water - hot water that is provided through electric means (for example, individual hot water heaters in units) shall be serviced through the electrical hook-up for the building and not through the electrical hook-up for the individual units for which tenants are responsible for the cost.
 - c. Water and sewer service.
 - d. Energy Star refrigerator.
 - e. Energy Star kitchen stove.
 - f. Energy Star microwave.
 - g. Energy Star dishwasher.
 - h. Common Laundry, a minimum of one room per floor.
 - i. Parking – 1.2 spaces per unit, including accessible spaces.
 - j. Common room (a minimum of 600 square feet) and common room furniture.
 - k. Snow removal.
 - l. Grass Cutting.
 - m. Garbage storage.
 - n. Temperature control accessible by each tenant in each unit.
 - o. Wireless Internet, cable and telephone hook-up apparatus.
 - p. Air exchange in each unit.

APPENDIX D

SAMPLE LEASE AGREEMENT

THIS INDENTURE made the _____ day of _____, 20XX.

IN PURSUANCE OF THE ENACTMENTS RESPECTING SHORT FORMS OF INDENTURES

BETWEEN:

ENTER LESSOR LEGAL NAME

(hereinafter called the "Lessor")

OF THE FIRST PART;

AND:

PRINCE EDWARD ISLAND HOUSING CORPORATION

(hereinafter called the "Lessee")

OF THE SECOND PART.

WITNESSETH that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessee, its successors and assigns, to be paid, kept, observed and performed, the Lessor has demised and leased and by these presents does demise and lease unto the Lessee, its successors and assigns, XX one-bedroom and XX two-bedroom apartments located at **ENTER ADDRESS**, County, in the Province of Prince Edward Island (the "Premises");

TO HAVE AND TO HOLD the Premises for and during the term of **TWENTY-FIVE (25) YEARS** computed from the **ENTER START DATE**, and fully to be completed and ended on the **ENTER END DATE** (the "Term"), and paying therefore rent as set forth in the Rent Supplement Agreement attached hereto as Schedule "A" to this Lease. All payment of rent shall be made to the Lessor at its place of business in **ENTER ADDRESS**, Prince Edward Island or such other place as the Lessor may hereinafter appoint.

LESSEE'S COVENANTS

1. The Lessee covenants with the Lessor as follows:
 - a) to pay rent (1);
 - b) to use the Premises, for the term of this Lease, for the purpose of sub-letting as affordable housing units to eligible sub-tenants;

- c) to not make any alteration to the Premises which materially affects the well-being of the Premises without the consent of the Lessor in writing first being obtained;
- d) to maintain, and to give proper written notice to the Lessor of any material damage to or destruction of, the Premises, or any part thereof, and to describe the nature and extent of the damages and destruction;
- e) to comply with the obligations of the Lessee set forth in the Rent Supplement Agreement attached hereto as Schedule "A"; and
- f) to maintain personal legal liability insurance on behalf of, and in the name of, each sub-tenant in the Premises to an amount of \$1,000,000.00 (CAD), including liability for care custody and control of the tenant's unit against the perils of fire, explosion, smoke or water escape, rupture or freezing as defined in an industry standard tenant's legal liability policy.

LESSOR'S COVENANTS

- 2. The Lessor hereby covenants with the Lessee as follows:
 - a) the Lessor covenants with the Lessee for quiet enjoyment (10);
 - b) to comply with the obligations of the Lessor set forth in the Rent Supplement Agreement attached hereto as Schedule "A".

INDEMNIFICATION

- 3. The Lessor shall jointly and severally indemnify and hold harmless PEIHC and the Government of Prince Edward Island, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from this Lease, including but not limited to all matters arising out of this Lease, any and all related agreements, and any activities of the Lessor in the performance of this Lease and related agreements (the "claim" or "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including but not limited to those of negligence, of the Lessor or anyone directly or indirectly employed by the Lessor or anyone for whom the Lessor may be liable.

GENERAL

4. The Parties hereby acknowledge and agree that it is understood that the numbers occurring in brackets at the end of certain covenants and provisos herein refer to the third schedule of the *Real Property Act* R.S.P.E.I. 1988, Cap. R- 3 and that such covenants and provisos shall be interpreted accordingly.
5. The Parties agree that the Rent Supplement Agreement attached hereto as Schedule "A" forms part of the Lease between the Parties, and the event of any inconsistency between this Lease and Schedule "A", the provisions of Schedule "A" shall prevail.
6. In the case that one or more of the provisions of this Lease is, or becomes invalid, illegal or contrary to law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
7. This Lease shall be binding upon and enure to the benefit of the Parties hereto, their respective successors and assigns.
8. The Lessee acknowledges that the Lessor has agreed to accept rents for the Premises at below market rates for the Term of this Lease, pursuant to an Affordable Housing Agreement entered into between the Lessor and the Lessee dated **ENTER DATE OF AHA**. The Lessee acknowledges and agrees that should the Lessee not renew the Lease for an Extension Term, the Lessor shall have the right to charge market rents for the Premises upon the conclusion of the Term, and the Lessee agrees that it will not initiate or support, directly or indirectly, any action to challenge the right of the Lessor to charge market rents for the Premises upon the conclusion of the Term

IN WITNESS WHEREOF of the corporate seal of the Parties hereto has been duly authenticated by the signing officers on that behalf of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

) **ENTER LESSOR'S LEGAL NAME**
) Per:
)
)
)
)
)
)

SIGNED, SEALED AND DELIVERED
in the presence of:

) **PRINCE EDWARD ISLAND HOUSING**
) **CORPORATION**
) Per:
)
)
)
)
)

SCHEDULE “A”

RENT SUPPEMENT AGREEMENT

INSERT RENT FINAL SUPPLEMENT AGREEMENT

APPENDIX E – SUBMISSION FORM

E.1 Proponent Information

Please fill out the following form, naming one person to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

E.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed **Pricing Form (Appendix F)**.

E.3 Mandatory Forms

The Proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix E)	
Pricing Form (Appendix F)	

E.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix F)**. The Proponent confirms that it has factored all of the provisions of Appendix B, Appendix C and Appendix D, including insurance and indemnity requirements, into its pricing assumptions and calculations.

E.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the PEIHC.

E.6 No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

E.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the PEIHC in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the PEIHC within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

E.8 Proposal Irrevocable

The Proponent agrees that its proposal shall be irrevocable for a period of 90 days following the Submission Deadline.

E.9 Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the PEIHC to the advisers retained by the PEIHC to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

E.10 EXECUTION OF AGREEMENT

The Proponent agrees that in the event its proposal is selected by the PEIHC, it will finalize and execute the Agreements in the form set out in **Appendix B, Appendix C and Appendix D** to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX F – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges
- (c) Pricing is to be submitted in the form of a per unit forgivable loan for each of the units to be provided by the Proponent and rented by the PEIHC.

2. Evaluation of Pricing

Pricing is worth 40 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category.

For example, if a Proponent bids \$50,000 as the forgivable loan per unit, and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($\$50,000/\$50,000 = 100\%$). A Proponent who bids \$62,500 as the forgivable loan per unit receives 80% of the possible points for that category ($\$50,000 / \$62,500 = 80\%$), and a Proponent who bids \$100,000 as the forgivable loan per unit receives 50% of the possible points for that category ($\$50,000/\$100,000 = 50\%$).

Lowest rate
----- x Total available points = Score for second-lowest rate
Second-lowest rate

Lowest rate
----- x Total available points = Score for third-lowest rate
Third-lowest rate

And so on, for each proposal.

NOTE: ONLY THE PRICING IN SECTION F.1 WILL BE CONSIDERED IN THE EVALUATION OF PRICING THAT HAS A WEIGHTING OF 40 POINTS

Pricing Form

Proponents should propose a financial model that clearly defines how they propose to be compensated for all of the required services.

Prepare a fixed price for your proposed services. All price quotes are to be in Canadian dollars.

F.1 Fixed Cost – Forgivable loan per Unit

Prepare the following table for inclusion in your proposal:

#Units (to a maximum of 30)	Forgivable loan per Unit	Total Forgivable loan Request

F.2 Fixed Cost – Forgivable loan per Unit - Additional Units

Depending on the pricing structure submitted by the successful proponent, units greater than a minimum of 30 may be awarded to make maximum use of available funding.

Please provide the number of units, over above those priced in F.1, that the proponent could provide for rental by the PEIHC under the Affordable Housing Agreement and the Rent Supplement Agreement and the Forgivable loan per Unit that would be required to access those units.

#Units	Forgivable loan per Unit	Total Forgivable loan Request