# Request for Expression of Interest 2024-17 Affordable Housing Development

# **Purpose and Goal**

The District of Nipissing Social Services Administration Board (DNSSAB) is seeking Requests for Expressions of Interest (RFEI) from qualified private and non-profit organizations who are interested in developing affordable rental housing within the District of Nipissing. The DNSSAB is seeking a wide variety of affordable housing development options including both shovel-ready and conceptual projects.

#### **About DNSSAB**

The DNSSAB is incorporated under Ontario's District Social Services Administration Boards Act. The DNSSAB has the mandate under this Act to manage the delivery of Social Services - social assistance (Ontario Works), early years programming and childcare, social housing and homelessness services, and emergency medical services (land ambulance) on behalf of municipalities and residents of unincorporated territories in the District of Nipissing. The District of Nipissing covers 17,000 square kilometers and is comprised of approximately 86,000 residents. A map of the District of Nipissing can be found in <u>Appendix A</u>.

# **Background**

DNSSAB Housing Services is responsible for the administration and funding of an array of housing programs that assist with the current and future housing needs of citizens in the Nipissing District. Of note, this includes providing supports to our local Non-Profit Housing Providers, Housing Corporation, private landlords, and affordable housing proponents who operate rent-geared-to-income (RGI) and affordable housing units.

In 2019, the DNSSAB completed a review of its 10-Year Housing and Homelessness Plan. The plan's review involved consultation with stakeholders and community organizations that provide or are interested in housing and homelessness. The plan revealed gaps and needs across the housing continuum, including an increase in accessible and affordable housing.

Affordable Housing is defined as having rents for the project that are at or below 80% of CMHC Average Market Rent (AMR) at the time of occupancy. Affordable rent is determined by the actual rents paid by tenants excluding any rent supplements provided by the Service Manager. The current AMR values for the Nipissing District can be found below.

Bachelor		1 Bedroom		2 Bedroom		3 Bedroom	
AMR	80%	AMR	80%	AMR	80%	AMR	80%
\$674	\$539	\$905	\$724	\$1,116	\$893	\$1,311	\$1,049

Further definitions can be found in **Appendix D.** 



# **Mandatory Requirements**

Eligible submissions must meet the following requirements:

- Result in the creation of affordable rental units that would rent at or below 80% of the Average Market Rent for the Nipissing District.
- Project(s) to be developed through new construction, the purchase of existing housing with or without subsequent rehabilitation or the conversion of existing buildings.
- Conform to current design and building standards established in the Building and Fire Codes.
- Located within the boundaries of the Nipissing District.
- Provide tenancy to individuals/households from the Housing Access Nipissing Centralized Waiting List and/or social and market housing and/or the Coordinated Access Nipissing By-Name List.

Ineligible projects include the following:

- residential care facilities
- nursing and retirement homes
- emergency shelters

## **Expression of Interest - Project Proposal**

DNSSAB is seeking innovative submissions to construct housing units with the options of either internal operations or in partnership with a service provider.

The DNSSAB seeks Proponents to provide the following:

- **Information on Proponent** Relevant experience and qualifications of key personnel and funders including names, professional qualifications, years of experience, location, and list similar projects undertaken by the Proponent.
- **Conceptual Development Plans** Outline high level project stages (may include architectural drawings if available).
- Target Group Identify the client group to be served.
- **Site Selection Consideration** Identify suitable land available for development and the geographical area to be served. Discuss zoning restrictions, if any. If a specific site has yet to be identified, comment on the availability of suitable land in the area.
- **Concept Proposal** Identify the type of housing to be built/acquired that is most suitable for the target group's needs. Identify the total number of units and unit sizes to be developed.
- Additional Cost Effectiveness Considerations Comment on ways and means to be investigated to control or reduce cost such as equity (land, cash, etc.).
- **DNSSAB Considerations / Support** Outline what (if any) type of contribution, either up front or ongoing, might be required by DNSSAB (i.e. capital, operating, rent supplements, other).
- Other Considerations Outline what (if any) other contributions might be required for your project (i.e., land, municipal contributions, other).



Please reference <u>Appendix B – Submission Form</u> for submission of Mandatory Requirements and Project Proposal. A MS Word copy of this Appendix may be requested by e-mail to <u>dnssab.contracts@dnssab.ca</u>. Please note, proponents do not have to follow the specific structure of Section 5 – Project Proposal, however it is the proponent's responsibility to covey all applicable information to DNSSAB. Proponents may provide multiple submissions (Section 5 – Project Proposal) if various project differ in location and/or scope.

#### **Timetable**

It is the proponent's responsibility to understand timelines and respond accordingly. Addenda may be issued at any time prior to the Deadline date. All communication will be issued directly to the Proponent via e-mail from <a href="mailto:dnssab.contracts@dnssab.ca">dnssab.contracts@dnssab.ca</a>. The Timetable below shows the key dates for this Expression of Interest:

#### **RFEI Timetable**

ITEM	DATE	TIME
Issue Date	04/05/2024	4:00 p.m.
Deadline for Questions	04/19/2024	1:00 p.m.
Deadline for Issuing Addenda	04/26/2024	4:00 p.m.
RFEI Due Date	05/03/2024	1:00 p.m.

The RFEI submission shall be delivered at or before 1:00 p.m. local time on Friday May 03, 2024. Submissions received later than 1:01 p.m. local time on May 03, 2024 will not be accepted.

# **Appendices**

DNSSAB is asking proponents to take note of the Appendices included in this document, including:

- a) Appendix A District Map
- b) Appendix B Submission Form
- c) Appendix C Evaluation Criteria
- d) Appendix D Definitions

# **Procurement Selection Process**

This Request for Expression of Interest 2024-17 Affordable Housing Development (the "RFEI 2024-17") constitutes a formal solicitation, and is in accordance with the Municipal Act, 2001 and the DNSSAB Purchasing Policy.

All Submissions will be reviewed by an Evaluation Committee comprised of DNSSAB staff through a review and analysis process. The Submissions will be reviewed by the Committee based on meeting local priorities.

This Expression of Interest in no way obligates DNSSAB to move forward with any further procurement steps nor housing development. If DNSSAB chooses to move forward with certain housing development(s), a Request for Proposal (RFP) may further be issued to Proponents whose Expression of Interest was deemed potentially viable by the Committee.



Notwithstanding the above, DNSSAB retains the right to select any Submission(s) that, in its sole opinion and discretion, meets DNSSAB's requirements, is in DNSSAB's best interest, and which provides the best overall value to DNSSAB. The Submission(s) selected may not necessarily have the highest cumulative score and/or the lowest cost. In addition, DNSSAB retains the right to reject any or all Submissions, even if there is only one received, and can cancel this RFEI 2024-17, at any time, either before or after the receipt and review of Submissions, all without penalty or liability.

# **Procurement Process Non-Binding**

Please note that your Submission will not give rise to any Contract based tendering law duties or other legal obligations arising out of any process contract or collateral contract as only a duly executed written contract between the parties will be enforceable.

# No Incorporation by Reference

The entire content of a Proponent's Submission must be submitted in a fixed form, as a single document, or multiple documents and in order as requested. The contents of websites or reference to external documents will not be considered part of a Submission.

#### **Submission Withdrawal**

A submission may be withdrawn at any time by emailing <a href="mailto:dnssab.contracts@dnssab.ca">dnssab.ca</a>. A proponent may resubmit a response if it is received on or before the Closing Date.

#### **Enquiries**

All questions/inquiries related to RFEI 2024-17 shall be directed in writing via electronic mail to the Contract and Purchasing Specialist at <a href="mailto:dnssab.contracts@dnssab.ca">dnssab.contracts@dnssab.ca</a>. Responses to questions related to this RFEI will be released to all Proponents through an Addendum.

Any information provided by anyone other than the above mentioned will not be considered binding, nor will it change the requirements of RFEI 2024-17.

#### **Lack of Information**

Following receipt of a submission, DNSSAB may, in its sole discretion and without having any duty or obligation to do so, request that the Proponent provide DNSSAB with additional information to clarify or substantiate the information provided by the Proponent. DNSSAB reserves the right to extend the Closing Date of this RFEI at its sole discretion.

If a Proponent fails to provide information required for DNSSAB's evaluation of the Proponent's qualifications and/or the Submission fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Submission.

# **Receipt of Submissions**

Proponents must submit one (1) copy of the RFEI 2024-17 Submission Form(s) (see Appendix B) electronically to <a href="mailto:dnssab.contracts@dnssab.ca">dnssab.ca</a>. The submission email should note "<Your Organization> RFEI 2024-17



**Affordable Housing Development**" as the subject line and include the Proponent's name and return address in the body.

The Proponent shall assume full responsibility for delivery of the completed RFEI Submission. DNSSAB accepts no responsibility for any loss or delay with respect to RFEI Submission's that are delivered to any email other than that specified.

#### **Notifications**

Once DNSSAB has selected a Successful Proponent or Successful Proponents, it may send an electronic notification asking the Successful Proponent to either commence contract negotiations; or inform Proponent submission will be kept on file for potential / future negotiations. DNSSAB makes no commitment to the Successful Proponent(s) until a contract has been executed.

Non-award letters will be issued electronically to all unsuccessful Proponents.

#### **Conflict of Interest**

Proponents must disclose all potential or actual conflicts of interest, which includes, but is not limited to:

- a) situations in which a person associated with the goods and/or services or any member of his or her family can benefit financially from his or her involvement;
- situations where a person or company has an unfair advantage or engages in conduct, directly or
  indirectly that, may give it an unfair advantage in relation to the performance of its contractual
  obligations, its other commitments, relationships or financial interests could or could be seen to exercise
  an improper influence over the objective, unbiased and impartial exercise of its independent judgement;
  or could or could be seen to compromise, impair or be incompatible with the effective performance of
  contractual obligations;
- situations where Personnel of the District of Nipissing Social Service Administration Board and/or Nipissing District Housing Corporation (including Board members and Employees at or above the level of Supervisor) can receive a personal and/or financial benefit.

Disclosure of a conflict of interest must include the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who:

- i. participated in the preparation of the Submission and/or
- ii. who will be involved in the Project, in any capacity.

If such a conflict of interest does exist or cannot be cured to the satisfaction of DNSSAB, DNSSAB may, refuse to consider the Submission, at its sole discretion, and without penalty or liability.

#### Influence

No person, partnership, firm, company, corporation, or organization shall attempt in any way, directly or indirectly either in private or in public, to influence DNSSAB's consideration of the expressions of interest provided. Political or other letters of reference will not be accepted or considered as part of the review process.



The RFEI Submission of any person, company, corporation or organization that does attempt to influence the outcome of any DNSSAB purchasing process will not be considered.

## No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its EOI Submission with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If DNSSAB discovers there has been a breach at any time, DNSSAB reserves the right to not consider the submitted information.

# **Ownership and Disclosure of Proposal Documentation**

The documentation comprising any Submission submitted in response to the Expression of Interest, along with all correspondence, documentation and information provided to the DNSSAB by any Proponent in connection with or arising out of this EOI, once received by DNSSAB:

- shall become the property of DNSSAB;
- shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and may be released, pursuant to that Act.

Because of MFIPPA, prospective Proponents are advised to identify in their Submission materials any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Submissions may be made available to members of the DNSSAB Board provided that their requests have been made in accordance with the DNSSAB's procedure and may be released to members of the public pursuant to MFIPPA.

#### Ownership and Confidentiality of DNSSAB Provided Data

All correspondence, documentation and information provided by DNSSAB staff to any Proponent or prospective Proponent in connection with, or arising out of this Expression of Interest, the Services or the acceptance of any Submission:

- and shall remain the property of the DNSSAB;
- must be treated by Proponents and prospective Proponents as confidential;
- must not be used for any purpose other than for replying to this Expression of Interest.

#### **Publicity**

The Proponent and its affiliates, associates, third-party service providers, and sub-contractors shall not release for publication any information in connection with this Expression of Interest without prior written permission of the DNSSAB.

The DNSSAB will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing a Submission, or participating in negotiations for a contract, or other activity related to or arising out of this Expression of Interest. By providing a Submission, each Proponent shall be deemed to have agreed that it has no claim.



# **Cost of Submission**

Preparation of the Submission to this Expression of Interest is voluntary and any costs associated with the Submission preparation, meetings, negotiations or discussions with the DNSSAB are solely that of the Proponent.

# **Site Authority**

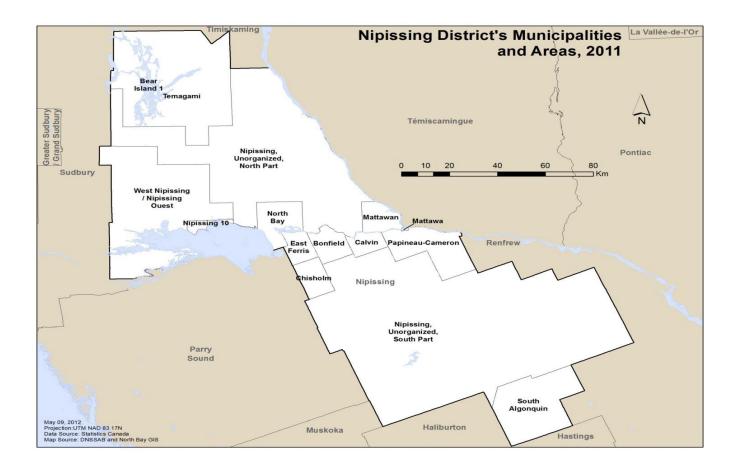
The designated authority for this project is:

Stacey Cyopeck, Director of Housing Services
District of Nipissing Social Services Administration Board
200 McIntyre Street East
North Bay, ON P1B 8V6
P: 705-474-2151 ext. 43346

E: stacey.cyopeck@dnssab.ca



# APPENDIX A - MAP OF DISTRICT OF NIPISSING DISTRICT & MUNICIPALITIES / COMMUNITIES





# **APPENDIX B - SUBMISSION FORM**

All Proponents must fully complete Appendix A and provide detailed responses to each of the questions noted below. If you deem a question to be not applicable to you, you must explain or outline why it is so – do not leave any sections or individual questions blank. Please see *APPENDIX C: EVALUATION/SCORING OF SUBMISSIONS* for the evaluation process being used to assess your responses and to determine the Successful Proponent.

# **Section 1: Proponent's Information**

Proponent's must provide all requests may be disqualified, at DNSSAB'	uested information below; if any information is not provided, the Submission s sole discretion.
Company Name:	
Company Address:	
Project Lead:	
Contact Email:	
Contact Phone:	
Section 2: Acknowledgment of	Addendums
- · · · · · · · · · · · · · · · · · · ·	addendums; and agree that the addendum/addenda form part of the RFEI. rledge the correct amount of Addendum(s) may result in the disqualification of le discretion.
Section 3: Proponent's Declara	ition
	ent with which you agree. For DNSSAB's purpose, only those Proponent's who atement of the Proponent's Declaration will be considered; failure to agree to ur Submission.
The Proponent hereby acknowled	dges and agrees:
the Solicitation Docume	Services and Construction, as more specifically set out and in accordance with ent, including but not limited to the Scope of Work, Specifications, ssued), etc. stated therein, which are expressly acknowledged and made part
I/WE have reviewed all	documents associated with this RFEI and agree to all its terms and conditions.
	ubmission submitted has been made entirely in accordance with the terms and ne Solicitation Document.
	Submission is the only Submission submitted by us and that no other
	tted, by us, using a different name, subsidiary, or by any other means.
	Submission offers a single Solution and does not contain multiple Solutions subsect on distinct acceptance periods or conditions.



I/WE declare that this Submission was submitted by a Proponent (and all Subcontractor(s)) who is not an Opposing Party in legal action against DNSSAB.
I/WE declare that this Submission is made without collusion, connection, knowledge, comparison of
figures or arrangement with any other Proponent, company, firm or persons making a submission and
is in all respects fair and without collusion for fraud.
I/WE declare that the Proponent's company empowers the undersigned to negotiate all matters with DNSSAB's representatives relative to this Submission and any future Contract, and the person named below has the authority to submit this Application on behalf of the Proponent's Company.
I/WE declare that no persons associated with this Submission have initiated communication about this
Application after it was issued and before the Closing Date or before one or more Contracts are entered in respect of the Scope of Work, which is its subject, with any member of DNSSAB's Personnel and/or the media.
I/WE declare that no person associated with this Submission has been convicted of a criminal offence, including but not limited to fraud or theft.
I/WE declare that no person associated with this Submission has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations, including but not limited to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Proponent for the health and safety of its workers, DNSSAB's employees, and/or the general public.
I/WE declare that no person associated with this Submission has committed professional misconduct, acts, or omissions that adversely reflect on the commercial integrity of the Proponent.
I/WE declare that if any future Contract is to be negotiated with DNSSAB regarding the subject matter herein, the negotiations and the Contract shall be governed, construed and enforced under the laws of the Province of Ontario and the federal laws of Canada.
I/WE, including Non-Resident Proponents, shall comply with all Federal, Provincial (Ontario) and Municipal Laws, Acts, Ordinances, regulations, and By-Laws that in any way pertain to the Scope of Work outlined in this RFEI or to the employee of the Proponent.
I/We, including Non-Resident Proponents, shall charge applicable HST for Ontario.
I/WE agree that any and all employees or personnel subject to the provision of the Goods and/or Services completed in the Work will be properly trained under the Occupational Health and Safety Act, that every supervisor appointed is a 'competent person' as defined in the Act, and all Work shall comply with the Act's regulations.
I/WE agree to hold DNSSAB safe and harmless from any property damage; or claims by individuals or third parties, including any legal costs incurred by DNSSAB in connection therewith, on a
solicitor/client basis, due to defective, damaged or unsuitable goods and/or services.
_ I/We acknowledge and agree that any issued Addendum/Addenda forms part of this RFEI.
 If the Submission is accepted, I/WE agree to furnish all required documentation, as required by the Solicitation Document within Ten (10) Calendar Days after notification of Award.



# **Section 4: Submission Requirements**

Please ensure to answer all questions below as either a **Yes or No** based on your Submission and Company. Please note that if any question has an answer of *No*, your Submission may be disqualified.

YES	NO	I/WE can confirm that:  Organization has successfully implemented Housing Projects in the past, and over multiple occasions (3+ times) and met established deadlines.	
		Project(s) will result in the creation of affordable rental units that would rent at or below 80% of the Average Market Rent for the Nipissing District.	
	Project(s) to be developed through new construction, the purchase of existing housing with or without subsequent rehabilitation or the conversion of existing buildings.		
		Project(s) will conform to current design and building standards established in the Building and Fire Codes.	
		Project(s) to be located within the boundaries of the Nipissing District.	
		Project(s) will provide tenancy to individuals/households from the Housing Access Nipissing  – Centralized Waiting List and/or social and market housing and/or the Coordinated Access  Nipissing By-Name List.	
noted be Proposed account Supple	pelow. If nents an ntable to mental in Please person	must provide a detailed response to the Scope of Work by fully answering each of the questions you deem a question to be not applicable to you, you must explain or outline why it is so. The not required to use the below template to submit their Proposal, however, are to ensure all information is included. The use of PDF, word or PPT is acceptable. The materials in the form of an electronic file (PDF, Word, PPT, Excel) are also acceptable.  The provide a brief history of your organization, including relevant experience and qualifications of key nel and funders including names, professional qualifications, years of experience, location, and list projects undertaken by the Proponent.	
2.		describe your conceptual project development plans – outlining high level project stages (may architectural drawings if available / applicable).	
3.	Please	identify the client or target group to be served.	



4.	Please describe how you consider Site Selection including identifying suitable land available for development and the geographical area to be served. Discuss zoning restrictions, if any. If a specific site has yet to be identified, comment on the availability of suitable land in the area.					
5.	Identify the type of housing to be built/acquired that is most suitable for the target group's needs. Identify the total number of units and unit sizes to be developed.					
6.	Please describe any Cost Effectiveness Considerations your organization will undertake. Comment on ways and means to control or reduce cost such as equity (land, cash, etc.).					
7.	Outline what (if any) type of contribution, either up front or ongoing, might be required by DNSSAB (i.e. capital, operating, rent supplements, other).					
8.	Outline what (if any) other contributions might be required for your project (i.e., land, municipal contributions, other).					

Note: A MS Word copy of Appendix B can be provided through an e-mail request to  $\underline{\text{dnssab.contracts@dnssab.ca}}.$ 



# APPENDIX C: EVALUATION/SCORING OF SUBMISSIONS

Category	Evaluation Criteria	Weight
Mandatory Requirements (Sections 1-4 of Appendix A)	The Evaluation Team will consider the proponents responses to the Mandatory Requirements Section, including organizations demonstrated experience on similar engagements, availability of resources to implement the project, as well as ability to work with DNSSAB.	Pass/Fail
Project Proposal (Section 5 of Appendix A)	The Proposal should include a narrative that responds to the eight (8) various questions provided. The Evaluation Team will consider the general approach and methodology that the Proponent would take in performing the services. The narrative should take all questions into account and include how the Proponent will complete the scope of Services, manage the Services and accomplish the required objectives within DNSSAB's schedule.	Pass/Fail
Financial / Contribution (Section 5 of Appendix A, questions 7 and 8)	The Proposal should outline what (if any) type of contribution, either up front or ongoing, might be required by DNSSAB (i.e. capital, operating, rent supplements, other). In addition, the Proposal should outline what (if any) other contributions might be required for your project (i.e., land, municipal contributions, other).	Pass/Fail
References	DNSSAB reserves the right to contact any references provided by e-mail or phone, to have them complete a standard reference form for DNSSAB review. All references will be conducted evenly with the same template.	Pass/Faill
Total	The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals. All Proponent's submitted information will be treated as confidential information and will not be shared.	Project Accepted/Not Accepted



#### **APPENDIX D - DEFINITIONS**

**Affordable Housing:** shall mean rental housing where unit rents are at or below Canada Mortgage and Housing Corporation Average Market Rent (CMHC AMR) at the time of occupancy. Individual unit rent is calculated using actual rent paid by tenants and any rent supplements provided by the DNSSAB.

Closing Date: shall mean the date and time as set out in the RFEI Timetable.

**Committee**: means relevant staff representation of the DNSSAB and such other persons as may be selected by the DNSSAB to evaluate the Proposals.

**Conceptual:** shall mean a Project that has some components, however, requires more work before being classified as shovel ready.

**DNSSAB:** shall mean The District of Nipissing Social Services Administration Board.

**DNSSAB Board**: means the 12-member Board of the DNSSAB. The Board consists of 11 elected officials who represent various municipalities throughout the District of Nipissing and one representative who represents the district's two unincorporated areas.

May/Should: used in this document to denote permissive (not mandatory).

Ministry: means the applicable Ontario Ministry.

**Must/Shall/Will** used in the RFP denote imperative (mandatory), meaning proposals not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

**Proponent:** shall mean a legal entity, being a person, partnership, firm or corporation that submits a proposal in response to a formal EOI.

RFEI: Shall mean Request for Expression of Interest. This is the same meaning as Expression of Interest (EOI).

**Shovel Ready:** shall mean a Project that can start construction within 120 days of signing an Agreement.

**Submission:** shall mean the response to this Expression of Interest in its entirety, inclusive of all schedules and any Addenda that may be issued by DNSSAB.

Site Authority: shall mean the DNSSAB designate specified with authority pertaining to the provision of Services.

**End of Document**