



REQUEST FOR PROPOSALS:
**CREATING OPPORTUNITIES FOR AFFORDABLE
HOMEOWNERSHIP VIA HOME BUYER ASSISTANCE**

RFP #: HDB2017 - 002
Issued By: Manitoba Housing
Issue Date: August 11, 2017
Submission Deadline: October 6, 2017
4:00 p.m. Central Time

Proposals should be enclosed in a sealed package addressed to:

Housing Delivery Branch
Attention: Terry Kozak
RFP Coordinator
Manitoba Housing
200 – 352 Donald Street
Winnipeg, MB R3B 2H8

The RFP #, Submission Deadline, and the Proponent's name and return address should appear on the face of the package.

Table of Contents

1.0	INTRODUCTION.....	1
1.1	Background.....	1
1.2	Definitions	2
2.0	PROJECT SPECIFICATIONS	3
2.1	Objective	3
2.2	Eligible Activities	3
2.3	Homebuyers.....	4
2.4	Home Sale Price	4
2.5	Location of Projects.....	4
2.6	Eligible Proponents	4
2.7	Physical Design.....	5
2.8	Project Schedule	5
2.9	Financial Assistance	5
3.0	INSTRUCTIONS TO PROPONENTS	6
3.1	Submission Address and Deadline	6
3.2	Proposal Inquiries	6
3.3	Addenda.....	7
3.4	Proposal Format.....	7
3.5	Proposal Content	7
3.6	Proposal Conditions	10
3.7	Amendment or Withdrawal of Proposal.....	13
4.0	PROPOSAL EVALUATION AND SELECTION	14
4.1	Evaluation Committee	14
4.2	Evaluation Process	14
4.3	Mandatory Requirements.....	14
4.4	Evaluation Criteria.....	15
4.5	Past Performance	18
4.6	Acceptance of Proposal	18
4.7	Estimated Timetable	19
4.8	Clarifications.....	19

APPENDICES:

APPENDIX "A": SUBMISSION FORM

APPENDIX "B": CONFLICT OF INTEREST POLICY AND GUIDELINES

1.0 INTRODUCTION

1.1 Background

Manitoba Housing (legally known as The Manitoba Housing and Renewal Corporation) strives to enhance the quality of life of Manitobans by providing access to safe and affordable housing throughout the province, particularly for those of low- and moderate-income, or those with specialized needs. Manitoba Housing delivers a range of program and service delivery options across a continuum of housing needs.

While the opportunity to own a home is important to many Manitoba families, housing market conditions have placed homeownership out of the reach of many households. In order to help low- and moderate-income families access homeownership and build equity, Manitoba Housing offers homeownership assistance, often through partnerships with community organizations.

Manitoba Housing is seeking Proposals from qualified organizations that are interested in creating homeownership opportunities for low- to moderate-income families in Manitoba. With funding support from the Canada Mortgage and Housing Corporation (CMHC), Manitoba Housing is prepared to provide up to \$1,000,000 in combined financial assistance as part of two concurrent Request for Proposals (RFP) initiatives.

Capital funding is available through the first RFP (RFP# HDB2017-001) for the new supply (new construction, rehabilitation, and/or conversion) of homes for sale to eligible homebuyers. Another RFP, this one (RFP# HDB2017-002), is intended to provide financial assistance that supports the acquisition of homes by eligible homebuyers by providing down payment and/or closing cost assistance.

Proponents that plan to undertake both new homeownership supply projects and acquisition assistance projects must submit separate proposals (i.e., one proposal for any new homeownership supply project and one proposal for any homebuyer assistance project).

All Projects selected through this RFP are expected to begin within three months of Manitoba Housing's funding approval and all Projects must be completed within two years of Manitoba Housing's funding approval. More information on Project timelines can be found in Section 2.8.

Due to the tight funding deadline, Manitoba Housing's preference is to work with more than one Proponent to help ensure Projects are delivered within the allowable timeframes.

A competitive selection process is being used to ensure that the most appropriate, sound and cost-effective Proposals are selected. Further details on the selection process can be found in Section 4 of this RFP.

1.2 Definitions

For the purpose of this RFP:

- **"Accepted Proponent"** means a Proponent whose Proposal provides high value in meeting the Evaluation Criteria and is selected to receive a Conditional Allocation from Manitoba Housing.
- **"Conditional Allocation"** means a specified amount of funding reserved by Manitoba Housing on a conditional basis for an Accepted Proponent.
- **"Dependent"** A person under the age of 22, or a person under the age of 26 who is registered in full time study, or a person of any age who is recognized as a dependent of someone in the household for income tax purposes.

However, household income includes all income from persons 18 and over with an income source that will be residing at the home.

- **"Eligible Homebuyer"** means a household with dependents, where total household income is at or below the Second Quintile of Family Housing Income (2QFI) for Manitoba and where the household does not currently own a home or have any vested interest in a residential property.
- **"Evaluation Committee"** means the group of individuals brought together by Manitoba Housing for the purpose of assessing how well the Proposals meet the Evaluation Criteria.
- **"Evaluation Criteria"** means those criteria against which Proposals will be assessed to determine how well they meet Manitoba Housing's requirements.
- **"Financial Assistance"** means a one-time financial contribution through a forgivable loan that will be provided by Manitoba Housing to an Eligible Homebuyer through the administration of an Accepted Proponent.
- **"First-time Homebuyer"** means a prospective homebuyer who has not owned a home within the past five (5) years.
- **"Mandatory Requirements"** means the minimum elements that a Proposal must contain in order to receive further consideration, as set out in Section 4.3.
- **"Project"** means the affordable homeownership units proposed to be sold to eligible homebuyers through the assistance of a Proponent responding to this RFP.
- **"Proponent"** means a non-profit or for-profit corporation, or any other legal entity that submits a Proposal to Manitoba Housing in response to this RFP. This may include municipalities, private and public/municipal non-profit housing corporations, condominium corporations, and private developers. Submissions from individual persons/households are ineligible.

- **"Proposal"** means a written submission by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.
- **"Request for Proposals or RFP"** means this Request for Proposals package in its entirety, inclusive of all schedules and appendices and all addenda that may be issued by Manitoba Housing in respect of the RFP.
- **"Shall"** and **"Must"** denote a requirement that Manitoba Housing regards as mandatory. If a Proposal does not contain or comply with a Mandatory Requirement, the Proposal will be rejected and not evaluated further.
- **"Submission Deadline"** means the date and time set out on the title page of this RFP or any amendment to that date and time made by Manitoba Housing by way of addendum to that date and time.
- **"Will"** or **"Should"** denote a requirement that Manitoba Housing regards as an important objective. Failure of a Proponent to acknowledge the requirement and affirm its ability to meet the requirement will result in a reduced rating in the evaluation of the Proposal.

2.0 PROJECT SPECIFICATIONS

2.1 Objective

The objective of this RFP is to increase access to homeownership for low- and moderate-income families in Manitoba.

2.2 Eligible Activities

The following activities are eligible for Financial Assistance under this RFP:

- down payment assistance and/or closing costs for the acquisition of new or existing homes

In all cases, homes must be ultimately purchased by Eligible Homebuyers.

Homes that are purchased by Eligible Homebuyers must be in adequate condition and must not require any major repairs to correct deficiencies which represent a threat to the health and safety of the occupants. Manitoba Housing reserves the right to inspect properties to ensure compliance with this requirement.

Homes may be detached, semi-detached, duplexes, attached, or condominium units and each home must be comprised of two-bedrooms or more.

Projects and activities not eligible under this RFP include (a) rental housing, (b) Projects which do not provide owner-occupied housing, (c) pre-development loans, and (d) Projects/properties that have already secured a financial commitment from Manitoba Housing. Manitoba Housing will not provide Financial Assistance to support the conversion of housing units that are currently leased at or below Manitoba

Housing's current applicable Affordable Housing Rental Program Rents to owner-occupied housing, except in appropriately documented special circumstances deemed satisfactory at Manitoba Housing's sole discretion.

2.3 Homebuyers

Accepted Proponents must sell or facilitate the sale of each home to an Eligible Homebuyer. An Eligible Homebuyer:

1. **Must** have a total household income at or below the upper limit of the Second Quintile of Family Housing Income (2QFI) for Manitoba. At this time, the current upper income limit of 2QFI in Manitoba is \$71,255.

Total income includes wages and salaries, net income from self-employment, investment income, retirement pensions, and miscellaneous income such as alimony or government transfer payments of all household members 18 years of age and older.

2. **Must not** currently own a home or have any vested interest in a residential property.
3. **Must be** a household with dependents.

The homebuyer should qualify for a mortgage from a *National Housing Act* approved lender and the initial mortgage term should not be less than five (5) years.

2.4 Home Sale Price

Homes are expected be sold/purchased at fair market value with a maximum purchase price of \$250,000 in the Winnipeg CMA and Brandon CA. The maximum purchase price for all other centres in Manitoba is \$225,000. The home sale/purchase price must be affordable for households with pre-tax incomes no greater than the current upper income limit of 2QFI in Manitoba.

2.5 Location of Projects

Proposals may target newly acquired housing Projects anywhere in Manitoba, with the exception of recognized or designated First Nation communities. Proponents should carefully consider the type of housing in the community or area proposed, the demand for low- to moderate-income housing, as well as the availability and appropriateness of existing housing options. Priority will be given to Projects that include delivery of homeownership opportunities in northern, rural and remote regions of Manitoba.

2.6.1 Eligible Proponents

Eligible Proponents include municipalities, private and public/municipal non-profit housing corporations, condominium corporations, and private developers. Submissions from individual persons/households are ineligible.

2.7 Physical Design

All Projects should provide modest, self-contained accommodation of suitable space and size to meet the needs of larger family households.

2.8 Project Schedule

In order to meet the deadlines associated with funding made available through this RFP, Manitoba Housing is seeking Proposals that demonstrate an ability to meet the following milestones:

Project Commitment	No later than March 31, 2018
Project Start	No later than June 15, 2018
All Financial Assistance Cash Flowed and Reported	No later than March 20, 2020

Financial assistance from Manitoba Housing must be cash flowed and expenditures reported by no later than March 20, 2020.

Projects must demonstrate progress toward this deadline by reaching milestones in an approved schedule. Due to funding deadlines, Projects that do not reach milestones in a timely manner may result in Manitoba Housing withdrawing its Project commitment.

2.9 Financial Assistance

A one-time financial contribution is available through a fully forgivable loan that does not have to be repaid if specific terms and conditions are adhered to.

Financial Assistance for down payment assistance must not exceed ten (10) per cent of the maximum home sale price as set out in Section 2.4 of this RFP.

The minimum down payment for mortgages is five (5) per cent, therefore, the proposal must clearly demonstrate the rationale for opting for a 10 per cent down payment and its impact on enhancing affordability for targeted households.

Financial Assistance for closing/legal costs must not exceed \$1,500 per household.

Accepted Proponents must enter into a legal agreement with Manitoba Housing. Proponent administration costs are not eligible for Financial Assistance.

Capital funding for new construction, rehabilitation or conversion can be made in a separate submission in response to RFP# HDB2017 – 001. The total combined amount of Financial Assistance requested must not exceed \$70,000 if a Proponent is submitting proposals for both capital funding (i.e., RFP# HDB2017 – 001) and home buyer assistance (i.e., RFP# HDB2017 – 002).

The Accepted Proponent(s) must sell or facilitate the sale of the housing unit to an Eligible Homebuyer and the Accepted Proponent(s) must ensure that the Eligible Homebuyer enters into a purchase agreement that stipulates that the forgivable loan

provided by Manitoba Housing shall be forgiven over a minimum period of ten (10) years.

In addition, the Accepted Proponent(s) must ensure that the Eligible Homebuyer registers a mortgage to secure Manitoba Housing's forgivable loan in the event the home is sold, rented, transferred or ceases to be occupied by the Eligible Homebuyer during the forgiveness period.

3.0 INSTRUCTIONS TO PROPONENTS

3.1 Submission Address and Deadline

Proponents must submit four (4) hard copies and one (1) electronic copy (a PDF document on CD-ROM or USB flash drive) of their Proposal, in a sealed package that is clearly and legibly identified on the outside and delivered to:

Manitoba Housing
Housing Delivery Branch
200-352 Donald Street
Winnipeg, Manitoba R3B 2H8
Attn: Terry Kozak RFP Coordinator

The package should identify the RFP number, the submission Deadline, and the Proponent's name and return address on the face of the package.

Proposals submitted by facsimile transmission (fax) or electronic mail (e-mail) will not be accepted.

Proponents that plan to undertake both acquisition only and new construction or rehabilitation Projects must submit separate proposals (i.e. one proposal for acquisition only and one proposal for new construction and/or rehabilitation Projects).

The Submission Deadline is as set out on the title page to this RFP. Manitoba Housing may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

Proposals received after the Submission Deadline will not be accepted and will be returned to the Proponent unopened.

The appropriate signing officer or officers of the Proponent must sign Proposals in ink.

It is solely the Proponent's responsibility to ensure that the Proposal is received at the designated location prior to the Submission Deadline.

3.2 Proposal Inquiries

Proponents shall be solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFP and submit a Proposal in accordance with the terms and conditions of this RFP. No allowance shall be made for the failure of a Proponent to obtain such information or to make such investigations.

Proponents shall examine the RFP as soon as possible after receipt. Should a Proponent discover any errors or omissions, the Proponent shall notify the RFP Coordinator as soon as possible so further instructions may be issued to all Proponents before the Submission Deadline.

All inquiries related to this RFP are to be received, in writing, at least five (5) business days prior to the Submission Deadline as set out on the title page to this RFP. Inquiries received after this date may not be answered. Written inquiries are to be directed to:

Housing Delivery Branch
200-352 Donald Street
Winnipeg, Manitoba R3B 2H8
Fax: 204-948-3035
Email: housingprograms@gov.mb.ca
Attn: Terry Kozak, RFP Coordinator

3.3 Addenda

The RFP Coordinator may, at any time before the Submission Deadline, issue addenda correcting errors, discrepancies, or omissions in the RFP or clarifying the meaning or intent of any provision therein. Addenda will be posted on Manitoba Housing's website at <http://www.manitoba.ca/housing/mh/progs/rfp-homeownership.html>. It is the responsibility of potential Proponents to check Manitoba Housing's website for any addenda. The Proponent shall acknowledge receipt of addenda on the Submission Form (Appendix "B"). Failure to acknowledge receipt of addendum may render a Proposal non-compliant.

3.4 Proposal Format

Proponents should submit their Proposal setting out the information requested in Section 3.5 of this RFP and any relevant comments, according to, and in the order of, the various sections, subsections, and clauses presented in this RFP. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information. Failure to respond to any section, subsection or clause will reduce the assessed value of the Proposal. Failure to respond to any of the Mandatory Requirements will result in the rejection of the Proposal.

3.5 Proposal Content

To be considered for a Conditional Allocation, Proponents must be able to meet the proposal conditions listed in this RFP and the Proposal should contain the following:

A. *Letter of Introduction*

A letter introducing the Proponent and signed by the persons authorized to sign on behalf of and to bind the Proponent to the statements made in response to this RFP. The letter should contain the same signatures as on the Submission Form, which is found attached to this document as Appendix "A".

B. Proponent Qualifications

Information about the Proponent, including:

- An overview of the organization's history and experience in relation to providing homeownership opportunities for low-moderate income families.
- A listing of past similar Projects undertaken by the Proponent, including information on schedule and budget performance, and the objective achieved. This should identify any Projects that were under an agreement with Manitoba Housing.
- Human resources required and available to deliver the Project (number of people, role of each person and depth of experience).
- An outline that demonstrates how the Proponent and team members selected by the Proponent have the staff, organizational capacity, and relevant experience/expertise to deliver the proposed Project.
- Details of any established or potential partnership arrangements including the roles, responsibilities and contractual agreements between the partners.
- A copy of the Proponent's Articles of Incorporation, including any amendments and/or relevant corporate by-laws, and current list of Board of Directors of the Proponent together with a disclosure of Board memberships of other affiliated corporations of any current Board member of the Proponent must be included with the Proposal.
- The Proponent must also identify at least two (2), to a maximum of three (3) individual(s) who may be contacted by Manitoba Housing for information on the Proponent's performance related to providing homeownership opportunities similar to the objectives of this RFP. The following information must be provided for each reference:
 - name of primary contact and position
 - telephone number for primary contact and entity
 - e-mail address for primary contact
- In addition to contacting the references for the purpose of checking the Proponent's record of past performance, Manitoba Housing, at its discretion, reserves the right to check the Proponent's record of past performance with any other sources identified by Manitoba Housing without prior notice to the Proponent. If the references or other sources provide information that overall discloses a material discrepancy between what the Proponent has indicated and what the references indicate, Manitoba Housing may disqualify the Proponent.

C. Project Concept

A detailed overview of the proposed Project should include the following:

- A narrative description of the overall Project concept.
- Proponents should explain the type of housing in the community or area proposed, the demand for low- to moderate-income housing, as well as the availability and appropriateness of existing housing options.
- Proposed number, type and size of units targeted as well as a description of the building types.

D. Homebuyer Selection

A description of the proposed homebuyer selection process and selection criteria including, at minimum, details on:

- Overview of the selection process.
- The specific client group(s) to be served.
- Target household income level.
- How the Proponent will assess household level of need.
- Suitability of the home(s) for target household with respect to household composition and number of bedrooms in the unit.
- Conformity with requirements outlined in Section 2.3 of this RFP.
- Details on how the Proponent will assess financial capability of the prospective homebuyer to purchase and sustain the home. If the Project is a condominium, provide details on monthly condominium fees.
- Details on any opportunities to be provided to prospective homebuyers to prepare for homeownership.

E. Property Details

- Identify the geographic location(s) that will be targeted.
- Describe how the targeted locations will provide the services and local public amenities that are relevant to families (include map(s) for context).

F. Financial Plan and Cost-Effectiveness

- Identify the total cost to undertake the Project
- Provide all financial details for the Project including funding/financing sources, amounts, current status of funding from each source, and separately detail how the administration costs are being covered
- Explain how Manitoba Housing's funding will be used and why it is needed to carry out the Project.

G. Project Delivery Plan and Timetable

- A high level outline of the Proponent's anticipated Project work plan/approach that includes information on specific activities, tasks, key milestones, and allocated human and financial resources for each activity. This should also include a timetable that outlines proposed dates and durations for functions such as, but not limited to, the following:
 - Selection of Eligible Homebuyer(s).
 - Finalization of sale to Eligible Homebuyers(s).
- An assessment of potential risks and a plan to mitigate risks ensuring the Project is delivered in accordance with RFP requirements; and

H. Submission Form

A completed and appropriately signed Submission Form (attached to this RFP as Appendix "A").

3.6 Proposal Conditions

A Proponent should clearly understand, and by submitting a Proposal agrees, that its Proposal or any part of its Proposal is subject to the following conditions, in addition to any other terms and conditions set out in this RFP:

A. Disqualification

No Proposal will be considered which is received after the Submission Deadline. No Proposal will be considered from a Proponent where Manitoba Housing determines that a potential conflict of interest exists. Conflict of Interest Policy and Guidelines can be found in Appendix "B" of this RFP. No Proposal will be considered that is in any way conditional or that proposes to impose conditions on Manitoba Housing that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

B. Right of Rejection

The submission of a Proposal, the receipt of a Proposal by Manitoba Housing and the opening of a Proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a Proposal.

A Proposal is not and shall not be deemed in any way to be a unilateral contract. It is an offer by the Proponent to Manitoba Housing to carry out the provisions set out in this RFP. A Proposal may be accepted or rejected at the discretion of Manitoba Housing.

A Proposal, or any part of a Proposal, is not accepted unless Manitoba Housing accepts it in writing and the written acceptance has been delivered to the Accepted Proponent.

Manitoba Housing reserves the right to waive deficiencies in any Proposal. The decision as to whether a deficiency will be waived or will require that a Proposal be rejected will be made by at the discretion of Manitoba Housing.

Manitoba Housing may reject or accept all or any part of a Proposal or any of the Proposals submitted in response to this RFP. Manitoba Housing is under no obligation whatsoever to accept the Proposal with the lowest cost or any Proposal.

C. Right to Re-issue RFP

Manitoba Housing reserves the right to re-issue the RFP where, in the opinion of Manitoba Housing, it would be in the best interest of Manitoba Housing to do so.

D. Cost of Proposal

Manitoba Housing is not liable for any costs incurred by Proponents in the preparation, presentation, or submission of a response to this RFP. Manitoba Housing shall not be responsible for any liabilities, costs, expenses, loss or damage occurred, sustained or suffered by any proponent, prior to or subsequent to, or by reason of any delay in the acceptance of a Proposal.

E. Decisions of Evaluation Committee

All decisions on the degree to which a Proposal meets the stated criteria or the score assigned to a Proponent or to part of a Proposal will be determined solely by the Evaluation Committee. The Evaluation Committee's determinations in this regard are final and may not be appealed by a Proponent.

F. Project Partnerships

Project partnership responses will be accepted with the understanding that Manitoba Housing will regard only one of the parties of the partnership as the Proponent. Proposals must clearly indicate which party is the Proponent. The Proponent will be completely responsible for all additional parties.

G. Proposal Ownership and Confidentiality

Proposals, once submitted, become the property of Manitoba Housing. All Proposals will be kept in confidence by Manitoba Housing subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

H. Conflict of Interest

Manitoba Housing may reject any Proposal if Manitoba Housing, in its sole discretion, determines that an actual or potential conflict of interest exists.

I. Amendment of RFP

Manitoba Housing may amend or clarify this RFP by one or more addenda issued before the Submission Deadline. Manitoba Housing will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda which extends the Submission Deadline.

J. No Contract A and No Claims

This RFP process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b) neither the Proponent nor Manitoba Housing shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the RFP process, including any decision by Manitoba Housing to enter into an funding agreement with a Proponent, any decision by Manitoba Housing not to enter into an funding agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

K. No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective service providers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and Manitoba Housing by this RFP process until the successful negotiation and signing of a written funding agreement.

L. Non-binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the signing of a written funding agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Manitoba Housing to enter into a funding agreement for the services.

M. Cancellation of RFP

Manitoba Housing may cancel this RFP at any time, with no liability whatsoever to any Proponent.

N. Interpretation and Governing Law

These RFP Terms and Conditions:

- 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 Manitoba and the federal laws of Canada as applicable.

O. Right to Negotiate

Manitoba Housing may invite the top-ranked Proponent(s), as determined through the evaluation process, to enter into negotiations to finalize the funding agreement. Negotiations may include requests by Manitoba Housing for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by Manitoba Housing for improved pricing or performance terms from the Proponent.

Manitoba Housing intends to conclude negotiations with the top-ranked Proponent(s) within a period of 15 working days commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the funding agreement within that time period, Manitoba Housing may discontinue negotiations with the top-ranked Proponents(s) and invite the next best- ranked Proponent(s) to enter into negotiations.

This process shall continue until:

- (i) funding agreements are successfully negotiated and finalized;
- (ii) there are no more eligible Proponents remaining; or
- (iii) Manitoba Housing elects to cancel the RFP process.

If Manitoba Housing and a Proponent successfully negotiate the funding agreement, Manitoba Housing will prepare the finalized funding agreement for signing by both parties.

There will be no legally binding relationship created with any Proponent prior to the signing of the funding agreement, and the performance of the services will not commence until the funding agreement is fully signed by both the Proponent and Manitoba Housing.

3.7 Amendment or Withdrawal of Proposal

Proponents may amend Proposals submitted in response to this RFP prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Proposal that clearly indicates that it is to replace the Proposal previously submitted by the Proponent.

Amendments submitted after the Submission Deadline will not be considered by the Evaluation Committee.

It will be solely the responsibility of the Proponent that submits an amendment to ensure that the amendment is received prior to the Submission Deadline.

All amendments or requests to withdraw a submitted Proposal shall be in writing submitted to Manitoba Housing at the address set out in Section 3.1 of this RFP. All such amendments or requests shall be submitted on the Proponent's letterhead and

shall be signed by the persons authorized to sign on behalf of and to bind the Proponent.

4.0 PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Committee

The Evaluation Committee will be made up of representatives from Manitoba Housing. The Evaluation Committee will be responsible for evaluating the Proposals received in response to this RFP and recommending the Proposal(s) in which Manitoba Housing wishes to proceed with a conditional allocation with the intent to enter into a funding agreement for the Project.

4.2 Evaluation Process

The RFP evaluation process is a selection procedure. It will be finalized through completion of the following stages:

- 1) Proponents to submit Proposals to Manitoba Housing in response to this RFP.
- 2) The Evaluation Committee will screen each Proposal to ensure that the Proposals meet all the Mandatory Requirements of this RFP. Proponents of Proposals that fail to meet all of the Mandatory Requirements will be notified by Manitoba Housing and will be given three (3) business days to rectify the noted deficiencies. Failure of the Proponent to satisfy the identified deficiencies within three business days will result in Proposal rejection.
- 3) Proposals that meet the Mandatory Requirements of this RFP will be evaluated and ranked by the Evaluation Committee in accordance to the criteria identified in Section 4.4, to determine which Proposals are the most responsive to the requirements detailed in this RFP and provide the best overall value to Manitoba Housing.
- 4) Following proposal evaluation, Manitoba Housing may proceed to check the past performance of the highest scoring Proposals in accordance with the procedure outlined in Section 4.5.

4.3 Mandatory Requirements

Proposals received by the Submission Deadline will be assessed to determine which fulfil the mandatory submission requirements. Proposals received after the Submission Deadline will not be accepted and will be returned to the Proponent unopened.

The mandatory submission requirements are as follows:

	Submission of four (4) hard copies and one (1) electronic copy of the Proposal.
	The submission must include the applicant organization's Articles of Incorporation including any amendments and/or relevant corporate by-laws, and a current list of Board of Directors (Section 3.5 (B)).

	The submission must include at least two references related to the Proponent's performance related to providing affordable housing opportunities similar to the objectives of this RFP as instructed in Section 3.5 (B).
	The submission must include a completed Submission Form (Appendix "A") that is signed by an appropriate signing authority.
	Total Financial Assistance requested must not exceed 10 per cent of the maximum purchase prices as identified by the proponent and closing/legal assistance must not exceed \$1,500 per household.
	Total Financial Assistance requested must not exceed \$70,000 if a Proponent is submitting proposals for <u>both</u> capital funding (HDB2017-001)) and home buyer assistance (HDB2017-002) .
	The Proposal must confirm the Project's consistency with the following objectives: -target homeownership -target at least two-bedrooms per unit -target households with incomes at or below \$71,255 -target households with dependents -target households that do not currently own a home or have any vested interest in a residence/land.

If a Proposal fails to satisfy any of the Mandatory Requirements, Manitoba Housing will issue a rectification notice to the Proponent. The rectification notice will identify the deficiencies and provide the Proponent with a period of three (3) business days (the "Rectification Period") to rectify the identified deficiencies. If the Proponent fails to satisfy these Mandatory Requirements within the Rectification Period, its Proposal will be excluded from further consideration.

4.4 Evaluation Criteria

Proposals that meet the Mandatory Requirements of this RFP will be evaluated on the basis of the Evaluation Criteria outlined below. The Evaluation Criteria is the leading tool for evaluation, but is not the sole criterion for a decision.

Proponents are advised to carefully review the Evaluation Criteria prior to preparing their Proposals in response to this RFP.

Category	Points
1. Proponent Qualifications	/80
2. Project Concept	/50
3. Homebuyer Selection Plan	/80

4. Property Details	/40
5. Financial Plan & Cost-Effectiveness	/125
6. Project Delivery Plan & Timetable	/125
Grand Total	/500

Proposals will be scored using a point ranking system based on selection criteria 1 through 6 above. Proponents should note the following:

Proponent Qualifications

Proposals will be evaluated on the applicant organization's demonstrated experience in relation to providing homeownership opportunities for low-moderate income families. Preference will be given to Proponent's that are able to demonstrate extensive experience in providing affordable homeownership opportunities, particularly with Projects that are comparable in size and scope to that proposed.

In addition, proposal evaluation in this category will consider the Proponent's demonstrated level of expertise and knowledge both at an organizational level and on an individual member level with respect to the development and sale of homes to low-moderate income households. Consideration will also be given to the Proponent's planned level of human resources available for the Project, the financial state of the Proponent, as well as the strength and extent of any partnerships in place to help carry out the Project. Consideration will also be given to Proposals that link Proponents which have less expertise and knowledge with partners that have more substantial experience if adequate documentation is provided describing the roles, responsibilities and contractual agreements between the partners. Preference will also be given to Proponent's that are able to demonstrate a significant level of team expertise, knowledge and resources to undertake the Project.

Project Concept

Evaluation in this category will consider the clarity of the Proposal. This will include an assessment of whether the proposal is well-written with complete and clearly articulated information.

In addition, proposal evaluation in this category will consider the overall logic of the proposed Project and the extent to which the Project makes sense as a whole. This includes particular consideration of the soundness of the Project concept, and whether it and other Project elements are consistent with community need and demand as well as RFP objectives. This also includes consideration of the level of risk, and whether there is any heightened risk or likelihood that the Project cannot be completed as proposed.

Homebuyer Selection Plan

To help address the housing needs of Indigenous families, Manitoba Housing will give greater scoring consideration to Proposals that target housing for Indigenous families. Consideration will also be given to Proposals that include a homebuyer selection plan that aims to provide housing for families with specialized needs as well as proposals that target First-time Homebuyers.

Manitoba Housing will also evaluate the overall comprehensiveness of the proposed homebuyer selection plan and related procedures that the Proponent will follow in selecting prospective homebuyers. This will include how the Proponent will evaluate the target household's level of need, target household income level and suitability of the home for the target homebuyer as well as demonstration of how the prospective homebuyer will have the financial capability to purchase and sustain the home.

Property Details

Project evaluation will consider the appropriateness of targeted locations for the proposed Projects, taking into account such issues as proximity of services and amenities (appropriate to families). In addition, Manitoba Housing will give greater scoring consideration to Proposals that target homeownership opportunities in northern, rural, and remote locations. Rural communities will include all eligible locations that have a population of less than 10,000 persons as per the 2016 Census of Canada (Statistics Canada).

Financial Plan and Cost-Effectiveness

Evaluation in this category will take into account the soundness of the financial plan as well as the demonstrated need for Financial Assistance. Manitoba Housing will give preference to Proposals with sound financial plans where the need for Financial Assistance is clearly demonstrated.

Manitoba Housing will give preference to Proponents that are able to contribute financially toward their Project. Financial contributions may take the form of unencumbered funds, in-kind contributions, real property, or grants from other sources. As part of the evaluation, Manitoba Housing will favour Proposals with higher Proponent financial contributions as a percentage of the total request Financial Assistance from Manitoba Housing if Proponents include confirmation of the funding from the funding source. The Proponent must clearly show how administration costs of the Project are being covered.

Evaluation in this category will additionally consider the total amount of funding requested from Manitoba Housing with greater scoring consideration given to Proponent's that request lower per unit Financial Assistance relative to the maximum Financial Assistance available per unit under this RFP.

Project Delivery Plan and Timetable

Proposals will be evaluated on the level of comprehensiveness and overall quality of the Project delivery plan relative to the information requested in Section 3.5 (G). In addition, Proposals will also be evaluated on their planned Project delivery timetable, with preference given to proposals which appropriately demonstrate a reasonable ability to meet the Project Schedule as outlined in Section 2.8.

4.5 Past Performance

Following the evaluation of Proposals, Manitoba Housing may contact the references provided by the top-ranking Proponents and may consult staff of a department, branch or division of the Government of Manitoba; a Manitoba Crown Corporation or agency; or an academic institution, health authority or other entity providing education, health or social services funded by Manitoba; who have had dealings with the Proponent or proposed consultants, sub consultants, contractors and subcontractors.

Manitoba Housing may determine, in its sole and absolute discretion, a Proponent's record of past performance is unsatisfactory based on any of the following factors:

- (a) a Proponent or proposed consultant, sub consultant, contractor or subcontractor is debarred from participating in the public procurement process of any of the following:
 - (i) a department, branch or division of Manitoba;
 - (ii) a Manitoba Crown Corporation or agency, or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.
- (b) a Proponent's performance of a Project or agreement for which a reference was checked by Manitoba was unacceptable, deficient, improper, incomplete or late according to such reference.
- (c) a Proponent or proposed consultant, sub consultant, contractor or subcontractor is a party to a legal proceeding that discloses or concerns improper, incomplete or negligent implementation of a Project or part of a Project or failure to comply with any term or condition of the agreement governing the Project, and such legal proceeding has been initiated by any of the following:
 - (i) a department, branch or division of Manitoba;
 - (ii) a Manitoba Crown Corporation or agency; or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.
- (d) a Proponent or proposed consultant, sub consultant, contractor or subcontractor has initiated a legal proceeding against any entity listed in clauses (c) (i), (c) (ii) or (c) (iii) above, and Manitoba Housing is of the opinion that its existence is likely to adversely affect working relationships on the Project or under the funding agreement with Manitoba Housing.

If Manitoba Housing determines a record of past performance as unsatisfactory, Manitoba Housing may, in its absolute discretion, disqualify the Proponent and reject its Proposal.

4.6 Acceptance of Proposal

Upon the completion of an evaluation of a Proposal, Manitoba Housing will signify its acceptance in writing to the successful Proponents by way of Conditional Allocation

letters.

Once all conditions outlined in the Conditional Allocation letter are satisfactorily met, a funding agreement will be issued by Manitoba Housing. The Accepted Proponent will have a specified amount of time to fully execute the funding agreement, after which Manitoba Housing may cancel the funding agreement if not executed and engage in negotiations with another Proponent(s) or reconsider other Proponents' submissions or cancel and re-issue this RFP, or any combination thereof.

Subject to the requirements of *The Freedom of Information and Protection of Privacy Act (Manitoba)*, no scores will be released to any party, other than the Proponent's own score being released to the Proponent, upon request.

Manitoba Housing reserves the right to not accept any Proposal. Proponents will be notified in writing should their Proposal not be accepted.

4.7 Estimated Timetable

Proposals submitted under this RFP proceed through an application and review process as outlined below. The following dates are targets only and are subject to revision.

Milestone	Projected Date
Release of Request for Proposals (RFP)	August 11, 2017
Last day for Proponents to submit inquiries	September 29, 2017
Submission Deadline for Proposals	October 6, 2017
RFP Decision Letters	November 2017
Project Commitment	January 2018
Expected Project Start	Spring 2018
Expected Project Completion and Occupancy	Fall 2019

4.8 Clarifications

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted by the submission deadline, provide new information or to promote the Proponent's submission. The Evaluation Committee may request this further information from one or more Proponents and not from others. Clarification requests may have a response time that must be met by the Proponent.

APPENDIX A: SUBMISSION FORM



manitobahousing

PART 1: Proponent Information			
Name of Proponent			
Legal Name of Proponent			
Contact Person Name		Title	
Phone Number		Alternate Phone Number	
Email Address			
Mailing Address			
Number/P.O. Box	Street	City/Town	Postal Code
Organization Type			
<input type="radio"/> Non-Profit Corporation <input type="radio"/> Corporation <input type="radio"/> Municipality		<input type="radio"/> Cooperative <input type="radio"/> Other (specify): _____	
Corporate Status			
<input type="checkbox"/> Incorporated (attach articles) Date of Incorporation: _____			
GST Registration Number			

APPENDIX A: SUBMISSION FORM

PART 2: Project Team	
Role on Project Team	Contact Name
Company Name	Title
Phone Number	Email
Mailing Address	
Role on Project Team	Contact Name
Company Name	Title
Phone Number	Email
Mailing Address	
Role on Project Team	Contact Name
Company Name	Title
Phone Number	Email
Mailing Address	

APPENDIX A: SUBMISSION FORM

PART 3: Financial Information	
Maximum Purchase Home Price:	Funding Requested for Down Payment:
Funding Requested for Closing Costs:	Proposed Total Number of Affordable Units

APPENDIX A: SUBMISSION FORM

PART 4: Proponent Declaration

I/We have carefully examined the Request for Proposal (RFP) documents and have a clear and comprehensive knowledge of the requirements under the RFP. By this submission, I/we agree and consent to the terms, conditions and provisions of the RFP.

I/We hereby confirm that the proposal submission contains all information necessary to address the requirements and eligibility of this RFP.

The information in this Proposal as well as any attachments are to the best of knowledge, accurate statements of fact.

I/We hereby acknowledge receipt of all addenda issued via Manitoba Housing's website at: <http://www.manitoba.ca/housing/progs/rfp-homeownership-assist.html>

Authorized Signing Authority

(Party or Parties who will represent the Proponent in all contractual matters requiring a signature and have the authority to bind the Proponent)

Name (print)

Name (print)

Position

Position

Signature

Signature

Date

Date

Address

Address

Telephone Number

Telephone Number

Name of Witness

Name of Witness

Signature of Witness

Signature of Witness

APPENDIX "B": CONFLICT OF INTEREST POLICY AND GUIDELINES

INTRODUCTION

The Manitoba Housing and Renewal Corporation (MHRC) in coordination with the Province of Manitoba is charged with the responsibility of protecting the public interest, particularly in regards to accountability for the spending of tax dollars. External agencies are perceived by the public as extensions of government. As such, boards of directors and employees of external agencies delivering services on behalf of government are accountable to the public and are particularly vulnerable to charges of conflict of interest. As a funder of many external agencies, the Province of Manitoba expects agencies to adopt the following conflict of interest policy and guidelines for their boards of directors and employees.

By stating clearly the standards of conduct expected of board members and employees, the guidelines serve as a preventative measure so board members and employees do not inadvertently place themselves in a position of perceived, potential or actual conflict of interest. Furthermore, the sections dealing with disclosure and appeals provide for avenues to clarify and resolve issues before they become a problem.

The aim of the conflict of interest guidelines is to strike a balance between legitimate protection of public interest and the protection of the board members' and employees' personal and professional interests.

It is the responsibility of the board of directors to ensure that these guidelines are communicated to all board members and employees of the individual external agencies and to establish procedures for ensuring compliance with the standards set out in the policy and guidelines.

POLICY STATEMENT

The Province of Manitoba expects boards of directors and employees of external agencies which it funds to maintain high standards of integrity, impartiality and ethical conduct. Board members and employees must be constantly aware of the need to avoid situations which might result either in actual, potential or perceived misconduct, or conflicts of interest and to conduct themselves in a manner which commands the respect and confidence of their fellow citizens.

This policy, including disclosure requirements, applies to all members of the boards of directors and all employees of external agencies. The policy and guidelines contained herein should complement rather than replace the provisions of relevant legislation, or any other statute, collective agreement, rule or statement which applies to boards of directors or employees of external agencies, and in the event of a conflict, relevant legislation shall govern and supersede this policy.

DEFINITION

A conflict of interest is any situation in which a board member or employee of an external agency has an employment, business or personal interest which results or appears to result in:

- (a) an improper material interest or an advantage by virtue of the person's position;
- (b) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situations where a board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

REQUIREMENTS FOR DISCLOSURE

Members of the boards of directors and employees of external agencies are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential for a conflict of interest.

Conflict of interest declarations should be filed annually at a minimum or updated immediately where:

- (a) an actual, potential or perceived conflict situation arises where none existed previously;
- (b) change occurs which alters the nature or degree of the conflict, subsequent to a declaration being made.

Where a conflict of interest has been found to exist, the board member or employee, if necessary, will be required to take steps to avoid the conflict of interest. As well, where a perceived or potential conflict situation may exist, the board member or employee will be provided with advice on what steps need to be taken to remove the perception of or other potential for a conflict of interest.

Where a board member is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors.

A board member shall disclose in writing to the board of directors, or request to have entered in the minutes of meetings of the board of directors, the nature and extent of his/her interest.

The board of directors shall decide by majority vote of other members at the meeting whether a perceived or actual conflict of interest exists in the case of a board member.

No board member shall be present during any discussions of the board or vote on any matter where it has been decided that a material interest exists. The minutes of the board meeting shall in each case record the member's disclosure of interest and the fact he/she took no part in the discussion or decision. In addition, the board member must refrain from attempting, directly or indirectly, to influence the decision of the board.

The board of directors may choose to delegate to an executive committee of the board, the authority to decide whether a material interest exists for board members.

If the executive committee of the board cannot decide, the matter shall be referred to the full board for decision.

Where an employee is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors or the board's delegate.

An agency employee shall disclose in writing to the board of directors, or the board's delegate, the nature and extent of his/her interest.

The board of directors shall decide by majority vote whether a perceived, potential or actual conflict of interest exists in the case of an employee.

The board of directors may choose to delegate to the executive director or executive management committee, the authority to decide whether a material interest exists for employees, subject to a quarterly review and ratification of those decisions by the board.

If the board's delegate cannot decide, the matter shall be referred to the board of directors for decision.

No employee shall participate in negotiations, decision-making or activities where it has been decided that a material interest exists.

GUIDELINES

The range, complexity and unique nature of individual external agencies' activities are such that it is not possible to outline all conflict of interest situations.

Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit which accrues from or is based upon their official position or authority or upon confidential or non-public information which they gain by reason of such position or authority.

Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.

Board members and employees shall not act in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgement.

Board members and employees must declare where they have direct or indirect personal business or financial activities which conflict with their official duties and responsibilities.

Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favours on their part.

APPEALS

A board member who disputes the manner of application of these guidelines within his/her agency may appeal such application to an independent arbitrator agreed to by both parties.

An employee who disputes the manner of application of these guidelines may appeal such application to the board of directors.

A board member or employee, at his/her option, may have a representative present at the appeal.

DISCIPLINARY ACTION

Departure from any of these rules by board members, without the specific prior approval of the majority of board members, may be cause for dismissal from the board.

Departure from any of these rules by employees, without the specific prior approval of a board of directors, or board's delegate, may be cause for disciplinary action.

SPECIFIC PROVISIONS FOR AGENCIES

While the guidelines mentioned above should be sufficient to protect against conflict of interest in a vast majority of cases, individual agencies may wish to develop additional more specific conflict of interest guidelines. In certain cases, the Minister may request more specific conflict of interest guidelines. These additional guidelines may also be necessary in response to particular statutory requirements, specific operational requirements, problems unique to a particular agency or at the request of Government.

On request, any additional guidelines developed for an organization should be made available to Government for approval prior to distribution and implementation.



manitobahousing

Housing Programs Branch
200 352 Donald Street
Winnipeg MB • R3B 2H8
manitoba.ca/housing

Tel: (204) 945-5566
Toll Free : 1-866-689-5566
Fax: (204) 948-3035

Appendix "A"

Date

Organization Name

Address

City/Town, MB POSTAL CODE

PA No: #

ATTN: Name

Re: 2017/18 Opportunities for Affordable Homeownership

The Manitoba Housing and Renewal Corporation ("MHRC") is pleased to advise that a funding commitment for the Name proposal submitted under the 2017/18 Creating Opportunities for Affordable Homeownership Request for Proposals has been approved in the amount of up to **Written Dollar Amount--XX/100dollars (\$)**.

The project schedule details are as follows:

Commitment of funding: Date

Project start (execution of this letter): Date

All funding cash flowed and final reports received: Date

THE MHRC COMMITMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The MHRC Commitment may only be used as down payment for the purchase of Eligible Properties and to pay for legal and closing costs incurred for eligible acquisitions as specified in the MHRC Agreement for the Project. The Agreement will be provided to Name for execution in the near future.
2. The MHRC Commitment is based on an estimated # eligible home purchases, with # Eligible Purchasers receiving approximately \$. Should the actual eligible home purchases and/or number of Eligible Purchasers be less, the Manitoba Housing Commitment will be reduced accordingly.
3. The Proponent is solely responsible for all administration costs of the Project including any staffing and programming cost associated with the project.

4. The Proponent shall determine eligibility of purchasers and the property being purchased. The Proponent shall provide an accepted Offer to Purchase to MHRC for the Eligible Property, in order for MHRC to process a loan payment to the Eligible Purchaser to be used to reduce the borrowing requirement and assist with legal and closing costs ("MHRC Loan").
5. The MHRC Loan shall be secured by a mortgage against the Eligible Property ("MHRC Mortgage"). The MHRC Mortgage will not be released (discharged) until the MHRC Loan is fully earned or paid out.
6. The unearned forgivable portion of the MHRC Loan will become due and payable if the Eligible Purchaser ceases to own and occupy the Eligible Property as their primary residence within the first 120 months after possession.

Please have this letter executed by the authorized signing officers of the Name and return two copies of the signed letter to this office by **Date**. Should you have any questions or require further assistance, please contact Crane Lamoureux at 945-6246. We look forward to working with you on the successful completion of this project.

Sincerely,

Dwayne Rewniak, Executive Director
Housing Delivery & Land Development

By signature below, the Organization Name hereby acknowledges and agrees to the terms and conditions outlined in this letter.

Per: _____

Per: _____

Date: _____

HOME PURCHASE ASSISTANCE ADMINISTRATION AGREEMENT

BETWEEN:

THE MANITOBA HOUSING AND RENEWAL CORPORATION,
a corporation duly incorporated under
The Housing and Renewal Corporation Act (C.C.S.M. c. H160) (the "Act"),
("MHRC")

- and -

(the "Program Administrator")

WHEREAS CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC") may, pursuant to Part VII of the *National Housing Act* (R.S.C., 1985, c. N-11) (hereinafter referred to as the "NHA"), make loans and contributions for the purpose of assisting in the payment of, or providing allowances for, expenses that are related to housing accommodation;

AND WHEREAS MHRC may, pursuant to subsections 7(3) and 2(b) of *The Housing and Renewal Corporation Act* (C.C.S.M. c. H160), make grants, loans and advances from the approved appropriation of MHRC to enhance the affordability of, and accessibility to, adequate housing for Manitobans, particularly those of low and moderate income or those with specialized needs;

AND WHEREAS the Program Administrator has been incorporated under *The Corporations Act*, or is a sole proprietor or business partnership;

AND WHEREAS the Program Administrator has agreed to undertake administration activities in relation to a MHRC initiative to provide Home Purchase Assistance to qualified home purchasers (the "Program") in accordance with Program Guidelines (the "Program Guidelines");

NOW, THEREFORE, in consideration of the mutual covenants herein and as well as the sum of one (\$1.00) Dollar by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and without any other consideration payable to the Program Administrator, the parties agree as follows:

SECTION 1.00 - DEFINITIONS

- 1.01 **"Borrower"** means the successful Program applicant who will receive Home Purchase Assistance from MHRC under a loan agreement secured by an MHRC mortgage.

"Eligible Property" means property for sale within the Program Guidelines.

"Forgivable Loan" means MHRC loan secured by an MHRC mortgage against title to an Eligible Property forgivable on a pro-rata basis over ten years provided that the successful Program applicant continuously owns and occupies the Eligible Property. In each month following the closing date of the purchased property, subject to the provisions of the MHRC Mortgage and provided that the Borrower is in compliance with all of the terms of MHRC Mortgage, MHRC shall forgive the entire instalment payable under the MHRC Loan for that month.

"Home Purchase Assistance" financial assistance in the form of a Forgivable Loan to assist towards the purchase of an Eligible Property and other eligible costs identified in Appendix "A".

"Program Guidelines" are attached as Appendix "B".

"Program Funding" means amount committed by MHRC under the 2016 Creating Opportunities for Affordable Homeownership Request for Proposals specified on the letter of commitment, attached as Appendix "A". This amount will be reduced accordingly should the actual eligible purchases and/or acquisition costs be less than the actual money provided.

"Services" means activities required of the Program Administrator including but not limited to providing participant screening, application intake and analysis; arranging homeownership educational component for all applicants that meet the application requirements based on the Program Guidelines; advising the applicants of the availability of a Forgivable Loan and explaining that an MHRC mortgage will be registered as a second charge against the Eligible Property but the first mortgage, if there is any, should not be unreasonably more than the balance owing to the vendor; and providing such other services as MHRC may instruct pursuant to the Program.

SECTION 2.00 - TERM OF AGREEMENT

- 2.01 This Agreement comes into effect on _____ and continues until _____, unless terminated prior to that time in accordance with section 7, (the "Term").

SECTION 3.00 - REPRESENTATIONS AND WARRANTIES OF THE PROGRAM ADMINISTRATOR

3.01 The Program Administrator represents and warrants that:

- (a) (i) it is a valid and existing corporation, duly incorporated under the laws of the Province of Manitoba; and, it will continue to be a valid and existing non-profit corporation under the provisions of *The Corporations Act* of Manitoba or such other or amended legislation during the term of this Agreement; or
(ii) is a sole proprietorship or business partnership;
- (b) in the case of a corporation, the execution, delivery and performance of this Agreement are within the proper corporate powers and capacities of the Program Administrator and have been authorized by proper corporate proceedings;
- (c) the Program Administrator possesses the necessary skills, expertise and experience to perform the Services in accordance with the provisions of this Agreement; and
- (d) the Program Administrator understands MHRC's requirements under this Agreement and will be able to satisfy these requirements.

3.02 The Program Administrator declares that all representations and warranties set forth in this Agreement are and shall remain true in substance and in fact, and the Program Administrator acknowledges that MHRC is entering into this Agreement in reliance thereon.

SECTION 4.00 - PERFORMANCE OF THE PROGRAM ADMINISTRATOR'S OBLIGATIONS

4.01 The Program Administrator undertakes and agrees that the Program Administrator will:

- (a) perform the Services in accordance with this Agreement;
- (b) use due care in the performance of the Services under this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed;
- (c) perform the Services in accordance with sound business practices and in a professional manner satisfactory to MHRC;
- (d) provide a high quality of service to all applicants of the Program and at all times maintain a good rapport with them and MHRC;

- (e) be solely responsible for all administration costs including any staffing and programming costs necessary to properly perform the Program Administrator's obligations under this Agreement;
- (f) make sure that the officers, employees, or agents who are assigned by the Program Administrator to perform any part of the Services devote to the performance of the Services the time, attention, abilities and expertise necessary to properly perform the Program Administrator's obligations under this Agreement;
- (g) comply with all applicable legislation in effect from time to time, whether federal, provincial or municipal; and
- (h) comply with all reasonable requests made to it from time to time by MHRC.

SECTION 5.00 - CHANGES TO PROGRAM GUIDELINES

- 5.01 The Program Administrator agrees that no changes to the Program Guidelines will be made without MHRC's prior written consent.

SECTION 6.00 - PROGRAM ADMINISTRATION

- 6.01 The Program Administrator must provide to MHRC, a complete Appendix "D" and Offer to Purchase for every potential purchase by a Program applicant, and any additional information requested by MHRC, in form and content satisfactory to MHRC.
- 6.02 Program Funding will be provided by MHRC to successful Program applicants in accordance with the terms and conditions specified in the Program Guidelines. All payments will be made directly to the lawyer representing the successful Program applicants under appropriate trust conditions for use as Downpayment Assistance.
- 6.03 MHRC will, prior to the closing date of the property being purchased within the Program by a successful Program applicant, submit the Home Purchase Assistance to the lawyer representing the successful Program applicants under the following trust conditions:
- (a) The Home Purchase Assistance forwarded will not be used in any way:
 - (i) unless the successful Program applicant's lawyer confirms that the Program applicant has properly executed both the first and the MHRC mortgages and all other documents required by the first mortgagee, MHRC and the Program Administrator;

- (ii) unless the Program applicant's lawyer confirms that all reasonable steps to ensure all other requirements of the first mortgagee with respect to the advance of mortgage funds will be satisfied upon the completion of registration;
 - (iii) unless the Program applicant's lawyer confirms that the Program applicant has executed and given him an irrevocable order to pay the mortgage proceeds from the Program applicant's new first mortgage to his firm and that he has collected from the Program applicant, if necessary, at least thirty days interest to permit his office to pay interest on the unpaid balance;
 - (iv) unless the Program applicant's lawyer has funds in his that lawyer's trust account that, together with mortgage proceeds expected from the mortgagee, will be sufficient to complete this transaction; and
 - (v) unless the Program applicant's lawyer confirms that the Program applicant has in place insurance coverage for fire and other hazards on the property effective as of the closing of the transaction in an amount sufficient to protect the balance due to the unpaid vendor and that the Program applicant's lawyer ensures that MHRC is listed as second loss payable on the Program applicant's insurance policy.
- (b) Upon satisfaction of Trust Condition (a) above, the Program applicant's lawyer will comply with the trust conditions imposed by the Vendor.
 - (c) The Program applicant's lawyer will notify MHRC and the Program Administrator immediately in the event the documents involving the sale are rejected for any reason by the appropriate Land Titles Office.
 - (d) Once title has issued in the name of the Program applicant, the Program applicant's lawyer shall forward to, separately to each of MHRC and the Program Administrator, a copy of the new Status of Title and a copy of the MHRC mortgage showing that MHRC Mortgage has been properly registered as a second charge.
 - (e) If the purchase does not complete for any reason, to return all Home Purchase Assistance funds to MHRC.

SECTION 7.00 - TERMINATION

7.01 This Agreement may be terminated at any time by:

- (a) mutual agreement of the parties, in writing; or
- (b) either party giving at least three (3) months prior written notice to the other party of its intention to terminate this Agreement.

7.02 In addition to its rights under subsection 7.01, and without restricting any other remedies available, MHRC may, at its sole option, immediately terminate this Agreement in writing if:

- (a) in the opinion of MHRC, the Services provided by the Program Administrator are unsatisfactory, inadequate or are improperly performed; or
- (b) in the opinion of MHRC, the Program Administrator has failed to comply with, or is about to fail to comply with, any term or condition of this Agreement; or
- (c) the Program Administrator becomes, or is about to become, bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
- (d) an order is made or resolution is passed for the dissolution or winding-up of the Program Administrator or it is otherwise likely to lose its corporate status; or
- (e) the Program Administrator knowingly makes false statements or entries in any invoices, documents or records required to be presented, kept, maintained or provided under this Agreement or if any representation or warranty made by the Program Administrator is false or misleading in any material respect; or
- (f) if a sole proprietor, the Program Administrator dies.

SECTION 8.00 - DELIVERABLES UPON EXPIRATION OR TERMINATION

8.01 Upon the expiration or earlier termination of this Agreement, the Program Administrator must immediately:

- (a) cease to perform any further Services, with the exception of completing such outstanding matters relating to the Program as MHRC may reasonably require.

SECTION 9.00 - RECORDS, REPORTS, MONITORING AND AUDITS

9.01 Throughout the Term and for at least three (3) years following the end of the Term, the Program Administrator agrees to keep the Program applicant files, accounting records, financial documents and other records, including supporting documents, necessary to properly perform the Services, provide any required reports or records to MHRC on MHRC's request.

9.02 Notwithstanding Section 9.01, the Program Administrator must:

- (a) retain each successful Program applicant's file respecting an approved Forgivable Loan for the term of the Forgivable Loan and after expiry of the term, or upon default by the Program applicant, provide this file to MHRC upon MHRC's request.

SECTION 10.00 - MONITORING, EVALUATION, AUDIT, REVIEW BY MHRC

10.01 MHRC or an authorized representative or agent of MHRC may, at the sole discretion of MHRC and at its own cost and expense, conduct one or more evaluations, inspections or audits of the Services provided by the Program Administrator under this Agreement. An evaluation, inspection or audit may include without limitation:

- (a) a review of the management practices, financial practices and administrative procedures, systems and documentation of the Program Administrator;
- (b) detailed Program applicant file reviews, including without limitation verification of calculations;
- (c) observation of interviews with applicants of the Program (with the consent of the applicant); and,
- (d) interviews with officers and employees of the Program Administrator.

10.02 For the purposes of an evaluation, inspection or audit, the Program Administrator agrees to provide MHRC or its authorized representative or agent with access to Program applicant files, accounting records, financial documents and other records and information, including supporting documents as requested by MHRC or its representative or agent. The Program Administrator must provide reasonable facilities for all evaluations, inspections and audits.

10.03 The Program Administrator, and its officers and employees, must:

- (a) cooperate in any evaluation, inspection or audit by MHRC;
- (b) not directly or indirectly interfere in any evaluation, inspection or audit by MHRC, or its authorized representative or agent; and
- (c) not take any action during the course of any evaluation, inspection or audit that may prejudice the outcome of that evaluation, inspection or audit.

10.04 The Program Administrator must immediately inform MHRC of any irregularity or potential legal infraction in the administration of the Program, and make available for immediate access all information in the possession of the Program Administrator including files, reports, financial statements, vouchers, receipts and all other documentation relating to the administration of the Program. The Program Administrator must also make sure that its officers, employees and

agents are available for interaction and dialogue with MHRC and its representatives to facilitate all investigations MHRC considers necessary in respect of any irregularity or potential legal infraction in the administration of the Program.

- 10.05 MHRC may provide the Program Administrator with a written report respecting the results of an evaluation, inspection or audit by MHRC, or its authorized representatives or agents, identifying any concerns or deficiencies noted by MHRC. The Program Administrator must, within 30 days of receiving the report, respond in writing to any concerns or deficiencies noted by MHRC with a proposed plan of action to address the concerns or deficiencies. The plan submitted by the Program Administrator must be satisfactory to MHRC.

SECTION 11.00 - ASSIGNMENT AND SUB-CONTRACTING

- 11.01 This Agreement may not be assigned or sub-contracted in whole or in part by the Program Administrator without the prior written consent of MHRC, which consent may be withheld for any reason or for no reason or consent granted with or without conditions.

SECTION 12.00 - MORTGAGE

- 12.01 The Program Administrator shall advise all Program applicants that any Program applicant that receives any Home Purchase Assistance will be receiving this assistance as a Forgivable Loan under a loan agreement secured by a mortgage and advise that said loan agreement will state the following:

As security for complying with its obligations under this Agreement, the Borrower agrees to grant a mortgage of the property, under Standard Charge Terms 1028245, to The Manitoba Housing and Renewal Corporation (MHRC), securing a principal sum in the amount of the Forgivable Loan (the "MHRC's Mortgage"). The MHRC's Mortgage shall be a second mortgage on the Property. The Borrower agrees that any first mortgage shall not unreasonably exceed the purchase price less the Home Purchase Assistance amount. The Borrower agrees to retain a lawyer to prepare MHRC's Mortgage in registrable form and validly register MHRC's Mortgage in the appropriate Land Titles Office against the title to the Property, in a form and manner acceptable to MHRC, and in full compliance with the instructions provided by MHRC.

- (a) The Borrower agrees to complete and properly execute all documents necessary to give effect to MHRC's Mortgage prior to the closing date of the purchase.

- (b) The Borrower acknowledges that no funds that are being provided by MHRC, even though they may be provided in advance to the Borrower's lawyer, will be accessible until the closing date of the purchase and only after the documents referred to in subsection 12.01(a) have been executed. The funds will be forwarded to the Borrower's lawyer "in trust."
- (c) The Parties acknowledge and agree that default under MHRC's Mortgage also constitutes default under the Forgivable Loan and a default under the Forgivable Loan is a default under MHRC's Mortgage.
- (d) Postponement of MHRC's Mortgage will be considered only under the following conditions and at the sole discretion of MHRC:
 - (i) mortgage roll-over;
 - (ii) to permit refinancing of a prior mortgage(s) to obtain more favourable terms in respect of interest rate, monthly payments, or other reasons agreed to by MHRC;
 - (iii) to finance, at rates of no greater than the current market, cost over-run or the cost of repairs; and
 - (iv) to facilitate the making of such advances on a prior registered mortgage which was not fully advanced at the time of registration of MHRC's Mortgage provided such prior mortgage has not been increased.
- (e) Postponements, including upon the sale of the property, will not be approved where equity is being withdrawn.
- (f) The parties agree that MHRC has absolutely no obligation of any kind whatsoever to agree to any postponement or to provide reasons, explanation or justification for not agreeing to a postponement.
- (g) In the event the Borrower defaults under the terms of the Agreement or under the terms of any mortgage or other encumbrance registered on title to the property being purchased under the Program, MHRC shall have the right to declare the unearned portion of the Forgivable Loan due and payable immediately.
- (h) The amount of the Forgivable Loan that must be repaid is equal to the total amount of the Forgivable Loan less any amount considered forgiven in accordance with subsection 1.01 herein.

- (i) The Borrower acknowledges, understands and agrees that the Home Purchase Assistance is only available for the purchased property approved for the Borrower to purchase under the Program under the terms contemplated in the purchase agreement at the time of approval, and that the Borrower must return the Home Purchase Assistance funds to MHRC if the purchase does not proceed as contemplated.

SECTION 13.00 - INDEMNIFICATION

13.01 The Program Administrator agrees that it will be solely responsible and will indemnify MHRC and MHRC's directors, officers, employees and agents from and against all claims, liabilities and demands with respect to any injury to persons (including death), damage or loss to or destruction of property, economic loss or infringement of rights caused by, or related to:

- (a) the provision of the Services by the Program Administrator;
- (b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Program Administrator or any of its officers, employees, or agents;
- (c) any omission or wrongful or negligent act of the Program Administrator, or its officers, employees, or agents; or
- (d) any failure on the part of the Program Administrator or on the part of its officers, employees, or agents to comply with applicable laws or to make any necessary deductions.

SECTION 14.00 - NON-LIABILITY OF MHRC

14.01 MHRC's responsibility with respect to the Program is limited to providing financial assistance to the successful Program applicants in accordance with the terms and conditions set out in this Agreement.

14.02 MHRC shall not be liable for any injury to or loss or damage suffered by the Program applicants, or the Program Administrator's officers, employees, agents or contractors, including (without limitation) death or economic loss, caused by or in any way related to the performance of this Agreement, or the carrying out of the Program.

SECTION 15.00 - CONFLICT OF INTEREST

15.01 The Program Administrator must establish and maintain a written Conflict of Interest Policy that meets or exceeds MHRC's Conflict of Interest Policy which is attached as Appendix "C" of this Agreement and make sure that its directors, officers, employees and agents adhere to the Conflict of Interest Policy. The Program Administrator agrees to provide a copy of its Conflict of Interest Policy on request of MHRC.

SECTION 16.00 - CHANGES TO AGREEMENT

16.01 A change to this Agreement must be in writing and signed by both parties before it will take effect.

SECTION 17.00 - OBSERVANCE OF DEADLINES

17.01 Each party has the right to require strict observance by the other party of all deadlines imposed by this Agreement including but not limited to:

- (a) Project start should be not later than May 30, 2017;
- (b) The final day the Program Administrator can submit an Appendix "D" and Offer to Purchase is February 20, 2019; and
- (b) All funding final reports received should not be later than March 15, 2019.

SECTION 18.00 - WAIVER

18.01 Any waiver by MHRC of any failure, default or breach under this Agreement shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or of any other failure, default or breach.

SECTION 19.00 - SEVERABILITY

19.01 If any provision of this Agreement is for any reason declared invalid or unenforceable, 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 or unenforceable provision had never been included in this Agreement.

SECTION 20.00 - INTERPRETATION

20.01 For the purpose of this Agreement, the singular includes the plural and the plural the singular as the context may require.

20.02 The preamble forms an integral part of this Agreement.

20.03 The headings set out in this Agreement are for convenience of reference only and do not in any way affect the scope, intent or interpretation of any provision of this Agreement.

SECTION 21.00 - SURVIVAL OF TERMS

21.01 Sections 3.00, 7.00, 9.00, 10.00, and 15.00 shall survive the termination or expiration of this Agreement.

SECTION 22.00 - ENTIRE AGREEMENT

22.01 This document and the attached Appendices "A", "B", "C", and "D" contain the entire agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

SECTION 23.00 - ENUREMENT

23.01 This Agreement shall enure to the benefit of and bind the Program Administrator and MHRC and their respective successors and permitted assigns.

SECTION 24.00 - NOTICES

24.01 Any notices or other communications under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

(a) if to MHRC:

The Manitoba Housing and Renewal Corporation
200 – 352 Donald Street
Winnipeg, MB R3B 2H8

Attention: Ms. Shannon Greer
A/Manager, Renovation and Homeowner Delivery
Housing Delivery

Facsimile: 204.948.3035

(b) if to the Program Administrator:

Attention: _____

Facsimile: _____

24.02 Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, then notice shall be delivered personally or by facsimile.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the dates indicated below.

**THE MANITOBA HOUSING AND
RENEWAL CORPORATION**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Date: _____

Program Administrator

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/we have authority to bind the Program Administrator.

Date: _____

Witness, if no corporate seal affixed

Witness, if no corporate seal affixed

APPENDIX "A"

Attached to and forming part of an Agreement between THE MANITOBA HOUSING AND RENEWAL CORPORATION ("MHRC") and _____ (the "Program Administrator"), made effective as of the _____ day of _____, 201__.

APPENDIX "B"

Attached to and forming part of an Agreement between THE MANITOBA HOUSING AND RENEWAL CORPORATION ("MHRC") and the Name (the "Program Administrator"), made effective as of the ____ day of _____, 201__.

Program Guidelines

Administrative Activities

Eligible Property

Eligible Applicants

Terms and Conditions

APPENDIX "C"

Attached to and forming part of an Agreement between THE MANITOBA HOUSING AND RENEWAL CORPORATION ("MHRC") and _____ (the "Program Administrator"), made effective as of the _____ day of _____, 201__.

I. INTRODUCTION

MHRC in coordination with the Province of Manitoba is charged with the responsibility of protecting the public interest, particularly in regards to accountability for the spending of tax dollars. External agencies are perceived by the public as extensions of government. As such, boards of directors and employees of external agencies delivering services on behalf of government are accountable to the public and are particularly vulnerable to charges of conflict of interest. As a funder of many external agencies, the Province of Manitoba expects agencies to adopt the following conflict of interest policy and guidelines for their boards of directors and employees.

By stating clearly the standards of conduct expected of board members and employees, the guidelines serve as a preventative measure so board members and employees do not inadvertently place themselves in a position of perceived, potential or actual conflict of interest. Furthermore, the sections dealing with disclosure and appeals provide for avenues to clarify and resolve issues before they become a problem.

The aim of the conflict of interest guidelines is to strike a balance between legitimate protection of public interest and the protection of the board members; and employees' personal and professional interests.

It is the responsibility of the board of directors to ensure that these guidelines are communicated to all board members and employees of the individual external agencies and to establish procedures for ensuring compliance with the standards set out in the policy and guidelines.

II. POLICY STATEMENT

The Province of Manitoba expects boards of directors and employees of external agencies which it funds to maintain high standards of integrity, impartiality and ethical conduct. Board members and employees must be constantly aware of the need to avoid situations which might result either in actual, potential or perceived misconduct, or conflicts of interest and to conduct themselves in a manner which commands the respect and confidence of their fellow citizens.

This policy, including disclosure requirements, applies to all members of the boards of directors and all employees of external agencies. The policy and guidelines contained herein should complement rather than replace the provisions of relevant legislation, or any other statute, collective agreement, rule or statement which applies to boards of directors or employees of external agencies; and, in the event of a conflict, relevant legislation shall govern and supersede this policy.

III. DEFINITION

A conflict of interest is any situation in which a board member or employee of an external agency has an employment, business or personal interest which results or appears to result in:

- i) an improper material interest or an advantage by virtue of the person's position; or
- ii) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situations where a board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

IV. REQUIREMENTS FOR DISCLOSURE

Members of the boards of directors and employees of external agencies are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential for a conflict of interest.

Conflict of interest declarations should be filed annually at a minimum or updated immediately where:

- i) an actual, potential or perceived conflict situation arises where none existed previously;
- ii) change occurs which alters the nature or degree of the conflict, subsequent to a declaration being made.

Where a conflict of interest has been found to exist, the board member or employee, if necessary, will be required to take steps to avoid the conflict of interest. As well, where a perceived or potential conflict situation may exist, the board member or employee will be provided with advice on what steps need to be taken to remove the perception of or other potential for a conflict of interest.

- 1) Where a board member is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors.

A board member shall disclose in writing to the board of directors, or request to have entered in the minutes of meetings of the board of directors, the nature and extent of his/her interest.

The board of directors shall decide by majority vote of other members at the meeting whether a perceived or actual conflict of interest exists in the case of a board member.

No board member shall be present during any discussions of the board or vote on any matter where it has been decided that a material interest exists. The minutes of the board meeting shall in each case record the member's disclosure of interest and the fact he/she took no part in the

discussion or decision. In addition, the board member must refrain from attempting, directly or indirectly, to influence the decision of the board.

- i) The board of directors may choose to delegate to an executive committee of the board, the authority to decide whether a material interest exists for board members.
 - ii) If the executive committee of the board cannot decide, the matter shall be referred to the full board for decision.
- 2) Where an employee is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors or the board's delegate.

An agency employee shall disclose in writing to the board of directors, or the board's delegate, the nature and extent of his/her interest.

The board of directors shall decide by majority vote whether a perceived, potential or actual conflict of interest exists in the case of an employee.

- i) The board of directors may choose to delegate to the executive director or executive management committee, the authority to decide whether a material interest exists for employees, subject to a quarterly review and ratification of those decisions by the board.
- ii) If the board's delegate cannot decide, the matter shall be referred to the board of directors for decision.

No employee shall participate in negotiations, decision-making or activities where it has been decided that a material interest exists.

V. GUIDELINES

The range, complexity and unique nature of individual external agencies' activities are such that it is not possible to outline all conflict of interest situations.

- 1) Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit which accrues from or is based upon their official position or authority or upon confidential or non-public information which they gain by reason of such position or authority.
- 2) Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
- 3) Board members and employees shall not act in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgment.

- 4) Board members and employees must declare where they have direct or indirect personal business or financial activities which conflict with their official duties and responsibilities.
- 5) Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favors on their part.

VI. APPEALS

A board member who disputes the manner of application of these guidelines within his/her agency may appeal such application to an independent arbitrator agreed to by both parties.

An employee who disputes the manner of application of these guidelines may appeal such application to the board of directors.

A board member or employee, at his/her option, may have a representative present at the appeal.

VII. DISCIPLINARY ACTION

Departure from any of these rules by board members, without the specific prior approval of the majority of board members, may be cause for dismissal from the board.

Departure from any of these rules by employees, without the specific prior approval of a board of directors, or board's delegate, may be cause for disciplinary action.

VIII. SPECIFIC PROVISIONS FOR AGENCIES

While the guidelines mentioned in Section V should be sufficient to protect against conflict of interest in a vast majority of cases, individual agencies may wish to develop more specific conflict of interest guidelines in addition to those in Section V. In certain cases, the Minister may request more specific conflict of interest guidelines. These additional guidelines may also be necessary in response to a particular statutory requirements, specific operational requirements, and problems unique to a particular agency or at the request of Government.

On request, additional guidelines developed under Section VIII should be made available to Government for approval prior to distribution and implementation.



Housing Delivery
200 – 352 Donald Street
Winnipeg MB • R3B 2H8
manitoba.ca/housing

Appendix "D"

Affordable Homeownership Funding Request

Administrator: City of Brandon

Participant Information

Participant Name (Homeowner): _____

Co-applicant Name: _____

Total Household Income: \$ _____

Property Information

Property Address: _____

Purchase Price: \$ _____

Possession Date: _____

Offer to Purchase must be included with Appendix "D":

Affordable Homeownership Fund

Affordable Homeownership Required: \$ _____

Name and Address of Solicitor: _____



manitobahousing

Housing Delivery
200-352 Donald Street
Winnipeg, MB R3B 2H8
manitoba.ca/housing

Tel: (204) 945-5566
Fax: (204) 947-3035

Date

Legal office Name
Address
City/Town, MB Postal Code

Attn: Name

RE: Purchase of Address
Homeowner Name
Estimated Possession Date: Date

Find enclosed:

- instructions to register a mortgage in favor of MHRC and
- two copies of the Approval Letter for the client's signature
- our check issued "In Trust" to your company

As part of the agreement, the purchaser's lawyer acts on behalf of the Manitoba Housing and Renewal Corporation (MHRC) to register a mortgage in favor of MHRC for the total amount of loans provided to acquire the property that has been purchased. A schedule with instructions to register the mortgage is attached.

On completion of the sale, please provide the undersigned with:

- copies of the Mortgage documents and Status of title, and
- a copy of the estimated closing cost
- signed copy of the Approval Letter for our file

If you have any questions, contact Name at 204-945-XXXX or the undersigned at 204-945-XXXX.

Regards,

Name
Program Admin Coordinator

Encl.

MHRC PROGRAMS INSTRUCTIONS TO SOLICITOR



Page 1 of 1

MHRC MORTGAGE SECURITY

A Forgivable loan has been granted to assist with down payment, legal fees and closing cost for the acquisition of the property purchased by the purchaser forgivable on a pro-rata basis over 10 years provided that the successful Purchaser continuously owns and occupies the Property. The Manitoba Housing and Renewal Corporation (MHRC) requires a mortgage as security for the funds advanced under this Program.

Mortgagee	The Manitoba Housing and Renewal Corporation 200-352 Donald Street Winnipeg, Manitoba R3B 2H8
Mortgagor	
Civic Address	
Legal Description	
Mortgage Amount	\$
Interest Rate	0%
Interest Adjustment Date	
Term	10 Years
Maturity Date	
Other Terms Box 5 should reference CMHC Standard Charge Mortgage # 1028245 and Schedule A the Approval Letter.	The Mortgagor agrees that "The Manitoba Housing and Renewal Corporation" replaces "Canada Mortgage and Housing Corporation" wherever it appears in the Standard Charge Mortgage Terms registered as Number 1028245, which are incorporated into and form part of this mortgage. Provided that the Mortgagor is not in default hereunder and that the Mortgagor is not in breach of the terms of the Letter of Approval entered into between the mortgagee and the Mortgagor as Recipient dated the Mortgagee shall forgive the principal amount of \$ per month for 10 Years for a total principal of \$.

Your responsibility is limited as set out in these instructions. Your fee for this service is the responsibility of the purchaser. We request that you keep such fees, in respect of the loan, to a minimum in view of your lessened responsibilities.

Acting in the best interest of MHRC you are instructed as follows:

- 1) Verify that the legal description of the subject property is accurate;
- 2) Verify that all parties shown as owners on the title correspond with the parties named in the mortgage documents;
- 3) Verify and report to MHRC any amount owing and/or arrears related to any and all encumbrances identified in a title search;
- 4) Verify the particulars regarding fire insurance coverage related to the subject property, including but not necessarily limited to:
 - a. MHRC being named as first loss payable (or second, only if there is a recognized and approved lending institution carrying a prior mortgage on the subject property);
 - b. The value of the coverage is based on replacement value of the subject property;

Please submit your report to Housing Delivery at:
200-352 Donald Street
Winnipeg, MB R3B 2H8

And provide the following:

- 1) a copy of the Status of Title; and
- 2) a copy of the mortgage registration documents
- 3) a signed copy of the client's Letter of Approval; and
- 4) one copy of the Estimated Closing Costs detailing costs of the transfer of title from the vendor to the purchaser



Housing Delivery
200-352 Donald Street
Winnipeg, MB R3B 2H8
Manitoba.ca/housing

Tel: 204-945-5566
Fax: 204-948-3035

Date

Name

Address

City/Town, MB Postal Code

Ref. No.:

Re: Home Purchase Assistance
Address

The Manitoba Housing and Renewal Corporation ("Manitoba Housing") has contributed \$ (the "Loan") towards the purchase of your home under the following programs:

Home Purchase Assistance	\$
Closing Cost	\$
Total Loan Amount	\$

The "Total Loan Amount" is a forgivable loan that you earn over a 10 year period as long as you continue to own and occupy the home as your principal residence and do not convert the home into a revenue generating property during the 10 year period.

If your circumstances change and you need to sell, rent or transfer ownership of the subject property prior to the expiration of the 10 year period you must contact by mail or in person: Manitoba Housing Corporate Services, 200-352 Donald Street, in Winnipeg, to determine the amount owing to Manitoba Housing.

Unless Manitoba Housing otherwise agrees, the unearned forgivable portion of the loan amount, plus interest, will become due and payable if:

(a) you breach any of the above terms or loan conditions; or

A mortgage in favor of the Manitoba Housing and Renewal Corporation will be registered at the appropriate Land Titles Office to ensure that Manitoba Housing has security for the "Total Loan Amount" during the forgiveness period. Unless otherwise agreed to in writing, the mortgage **will not** be released until the forgivable portion of the loan is fully earned by you over the 10 year period.

The details of the Loan are as follows:

Forgivable loan amount:	\$
Interest Rate:	0.00%
Interest Adjustment Date:	Date
Loan Maturity Date:	Date
Possession Date:	Date
Vendor:	Name

The Loan will be earned, on a *pro rata* monthly basis, over a 120 month (10 year) period ending on the tenth (10th) anniversary of the Interest Adjustment Date.

If you have any questions or require assistance contact MHRC's, Housing Delivery at (204) 945-xxxx and ask for Name.

To acknowledge that you understand your obligation to the program and agree to the conditions of the loan and the security requirement, sign this letter and return it to the undersigned at least four weeks before your scheduled possession date.

Sincerely,

Crane Lamoureux
Program Administration
Coordinator

I, hereby acknowledge and agree to the terms and conditions contained in the Letter of Approval.

Date

Name

Date

Name