

ALLIANCE HOUSING CO-OPERATIVE INC.

INSTRUCTIONS TO BIDDERS

February 28, 2019

1 General instructions

- 1.1 Alliance Housing Co-operative Inc. (the “Co-op”) located at 131 Firewood Private is asking for Bids from experienced companies and independent contractors to provide co-op management.
- 1.2 Alliance Housing Co-operative Inc. has 100 residential units and is operated under a **Section 95 Operating Agreement** and regulations. Details of the co-op are outlined in Appendix A.
- 1.3 Persons or firms submitting Bids must be experienced in property management of non-profit co-operative housing. They must be familiar with government funding programs and operating agreements, as applicable.
- 1.4 All Bidders must familiarize themselves with the attachments to these Instructions to Bidders, which include:
 - (a) Appendix A: Summary of Co-op and Management Requirements
 - (b) Appendix B: Co-op Management Contract with attachments Schedules A and B
 - (c) Appendix C: Bid Form
 - (d) Proof of Insurance required under the Co-op Management Contract, Section 22.
- 1.5 Bidders should enclose:
 - (a) general background on their firm, including specific information on their experience and expertise in the areas of Core Management Standards
 - (b) a list of similar projects which they have managed or are managing
 - (c) a list of references (The Bidder will consent to the Co-op contacting the references.)
 - (d) general qualifications of staff that will be primarily responsible for Alliance Housing Co-operative Inc., if selected

Interviews with Bidders may be held prior to accepting a Bid.
- 1.6 The successful Bidder must be familiar with and comply with the Co-op’s Conflict of Interest By-law (draft attached). The successful Bidder must provide a declaration as required under the by-law. Any conflict of interest, as defined in the by-law, must be stated at the time of submission of the Bid.

2 Scope of work

- 2.1 The Manager will provide management services as stated in the Co-op Management Contract including the Manager's Duties - Schedule A to the contract.
- 2.2 The term of the contract will be for one year starting June 1, 2019. It may be terminated earlier as stated in the Co-op Management Contract.

3 Information

- 3.1 Any questions about the Co-op or the Bid process may be directed to:
Name: Sue Whittall
Email: suewhittall@gmail.com
- 3.2 Bidders are invited to attend an information session to be held at the Alliance Housing Co-operative Inc. (the "Co-op") on March 7, 2019, at 7:00 pm. At that time, the bidders will meet with the Board of Directors and view the site.

4 Bid forms

- 4.1 Bids must be submitted in a sealed envelope on a copy of the Bid Form attached as Appendix C, signed and delivered to:
Alliance Housing Co-operative Inc. c/o CHASEO
311-225 Metcalfe St
Ottawa, ON K2P 1P9
- 4.2 The office will be open between 9:00 am and 5:00 pm on Friday, March 15, 2019 to receive Bids. Bids will not be accepted after that time.
- 4.3 Oral, telephone, fax or other bids will not be considered.
- 4.4 The Bid Form must be fully completed. Incomplete Bid Forms will not be considered.
- 4.5 Signatures must be longhand and signed by the person authorized to make contracts.

5 Examination

- 5.1 The Co-op has no obligation to any Bidder about how the Bids are considered. This call for Bids and the submission of a Bid by any Bidder will not create any form of contractual obligation on the part of the Co-op. The Co-op will only undertake obligations with any of the Bidders (or anyone else) by signing a contract.
- 5.2 The Co-op does not have to accept the lowest bid or any bid. This is true even if

the Co-op asked a particular person or firm to bid. In addition, the Co-op can consider and accept bids from persons or firms who were not asked to bid.

6 Opening of bids

- 6.1 The Co-op will open the Bids privately and may reject any or all Bids without explanation. The Co-op will advise bidders within a reasonable period of time whether their Bid is accepted.

7 Disqualification of bids

- 7.1 Bids received after the Bid closing time may be disqualified and returned unopened.
- 7.2 A Bid may be disqualified whether opened or not, if evidence is presented of collusion, intent to defraud, or illegal practices on the part of the Bidder.
- 7.3 A Bid should not be qualified by any condition other than as provided in these Instructions to Bidders and in the Bid Form.
- 7.4 The Co-op may reject any Bid, which does not comply with any of the requirements of these Instructions to Bidders. The Co-op may waive any breach of the requirements of these Instructions to Bidders.

8 Bid acceptance

- 8.1 Bids will be irrevocable and open for acceptance by the Co-op for 21 days from the date of closing of Bids. However, the Co-op will likely decide before this.

9 Awarding of contract

- 9.1 By submitting a Bid, a Bidder agrees that they are capable of performing the obligations of the Manager under the Co-op Management Contract consistent with the management requirements stated in Appendix A.
- 9.2 The Co-op and the successful Bidder will sign a Co-op Management Contract in the form of Appendix B. If a Bidder wishes any changes to the Contract, they must state the proposed change in the Bid.

10 Commencement of term

- 10.1 If the Co-op notifies the successful Bidder of its acceptance before April 5, 2019 the successful Bidder will start work on June 1, 2019.
- 10.2 The Co-op may negotiate for an interim period of overlap with the previous Manager, which may result in an earlier start date.

END OF INSTRUCTIONS TO BIDDERS

Appendix A

ALLIANCE HOUSING CO-OPERATIVE INC.

SUMMARY OF CO-OP AND MANAGEMENT REQUIREMENTS

1. **Number of units** 100 townhouse units
2. **Operating agreement/funding program** Section 95 extended operating agreement
3. **Annual gross rental revenue** \$1,148,580.00
4. **Special requirements (if any)** none

5. **Minimum staffing requirement**

The Manager will provide 25 hours of service each week.

The Manager must staff the office and the Co-op as described in Schedule B to the Co-op Management Contract. Senior and specialized personnel of the Manager must be available when needed, on a request from the Co-op with reasonable notice. Staff of the Manager will also attend meetings and other functions of the Co-op, as necessary. When the Manager's staff listed in Schedule B is not available because of vacations, illness, or other reasons, the Manager will provide replacements at no additional cost except as stated in paragraph 16 of the Co-op Management Contract.

6. **Bookkeeping**

The Manager's duties will include all bookkeeping and accounting services required by the Co-op, other than the annual audit. Monthly reports must be provided to the Board of the Co-op. All bookkeeping and accounting services should be included in the fee.

The Manager can make any proposal on whether or not the accounting should be done on the computer equipment and software of the Co-op, and any additional equipment or software that the Co-op should acquire, or that it be integrated with equipment and software of the Manager. Any software of the Manager must be able to produce all records in machine-readable form to transfer to the Co-op at the termination of the contract.

Appendix B

ALLIANCE HOUSING CO-OPERATIVE INC.

CO-OP MANAGEMENT CONTRACT

THIS AGREEMENT made as of _____

BETWEEN

ALLIANCE HOUSING CO-OPERATIVE INC.

A non-profit housing co-operative incorporated
under the Ontario *Co-operative Corporations Act*

(The “Co-op”)

AND

• _____, **CO-OP MANAGEMENT/PROPERTY
MANAGEMENT COMPANY**

(The “Manager”)

1. **Appointment:** The Co-op appoints the Manager as the Co-op’s Manager on the terms and conditions stated in this Agreement. The Manager accepts the appointment.
2. **Property:** In this Agreement, the word “Property” means the lands, buildings, improvements and equipment at 131 Firewood Private, and the other assets of the Co-op.
3. **Manager’s duties:** The Manager will perform all duties that are normal or necessary for a manager of a non-profit housing co-operative similar to the Co-op including those Manager’s Duties - Schedule A. If the Co-op needs services that are not listed a written request will be made to the Manager who will respond with a written fee bid within one week. The Co-op will consider the request but is not obligated to accept it.

PERFORMANCE REQUIREMENTS

4. **Standard of performance:** The Manager will perform its duties in a faithful, diligent, efficient and honest manner using its best skill and judgment.
5. **Co-op’s right to make decisions:** The Co-op has the right and obligation to make its own decisions, manage its own affairs, and oversee any work performed on its behalf.

6. **Directions of Co-op:** The Manager will act according to specific directions and resolutions from the Co-op's Board of Directors. The Board will appoint a specific director to communicate with the Manager as the day-to-day contact person.
7. **Legal requirements:** The Co-op and the Property are subject to a number of legal or contractual requirements, which may include laws, by-laws, codes, regulations, standards, contracts, agreements, ground or head leases and mortgages. The Manager will perform its duties in a way that complies with all of the above. If the Manager becomes aware of any way in which the Co-op or the Property do not comply, it will promptly notify the Co-op in writing including any suggestions for dealing with the situation.
8. **Signing and spending authority:** The Manager will not have signing authority over any accounts of the Co-op.

The Manager may spend money or enter into contracts on behalf of the Co-op only as stated in the Co-op's by-laws or as authorized by the Board through a motion that appears in the Board minutes. The Board may only authorize expenditures or contracts that are within the Co-op's operating or capital budgets approved by the members or as specifically permitted by the by-laws. In case of emergency, the Manager may exceed the established limits, but will report to the Board at the earliest possible time.

9. **Conflict of interest:** The Manager promises that it and its staff do not have any actual or apparent conflict of interest respecting the Co-op and will not have any during the term of the Agreement. The Manager will immediately report any actual or apparent conflict of interest to the Co-op in writing. If the Co-op determines that the Manager has an actual or apparent conflict of interest that is not accepted by the Co-op, the Manager must take steps to remedy the situation. If that does not happen, the Co-op may terminate this Agreement on thirty days written notice under paragraph 25. The Manager and its staff will sign all certificates, declarations and forms as may be required by the Co-op.
10. **Confidentiality:** The Co-op's policy is to protect the interests of Co-op members (and any tenants of the Co-op) with respect to their personal information. This includes all aspects of their personal information, such as collection, use, storage and retention of personal information. Specifics of this policy may be stated in the Co-op By-laws and written Co-op or Board policies.

In addition, the Co-op and the Manager are subject to legal or contractual requirements about personal information, which may include, among other things, agreements between the Co-op and any of its members or tenants, the *Personal Information Protection and Electronic Documents Act* and its Regulations.

In addition, the Co-op's policy is to protect the interests of Co-op employees with respect to their personal information and to protect the interest of the Co-op in information about the Co-op's business.

The policies, laws, regulations and contracts referred to above are called “Information Requirements” in this Agreement. The information that is covered or controlled by the Information Requirements is called “Protected Information” in this Agreement.

The Manager agrees that it and its personnel will perform its duties under this Agreement in a way that ensures that the Co-op complies with all Information Requirements. If the Manager becomes aware of any way in which the Co-op does not comply, it will promptly notify the Co-op in writing, including any suggestions for dealing with the situation.

The Manager agrees that it and its personnel will observe all Information Requirements. The Manager agrees that it and its personnel will keep secret all Protected Information unless disclosure is required by law or directed by the Co-op or the person whom the information concerns. This applies during the term of this Agreement and after the end of this Agreement.

The Manager and each of its personnel performing services at or with respect to the Co-op will sign an Information Protection Agreement in the form shown in Schedule C. The Manager will deliver these Agreements to the Co-op at the start of this Agreement and on any change in personnel.

11. **Emergencies:** The Manager will give the board the telephone numbers for contacting an agent or employee of the Manager at any time during the day or night in case of an emergency as defined in the Co-op’s by-laws. The Manager will deal promptly with maintenance and operation emergencies at the Property, as defined in Schedule A (as applicable).
12. **Annual evaluation:** Three months before each anniversary date of the contract, the Co-op and the Manager may conduct an evaluation of the services provided. The purpose of the evaluation is to improve services and resolve any problems identified by The Co-op or the Manager.

Neither party will be relieved of any liability under this contract by failure to conduct an evaluation or by the content of any evaluation.

FEES AND PERSONNEL

13. **Fees:** The Manager will be paid \$_____ per year as its fee for its services as Manager, plus Harmonized Sales Tax, plus permissible disbursements described in paragraph 14. The fee will be payable in equal monthly instalments of \$_____ (plus HST) on the last day of each month during the term of this Agreement.

The Manager’s fee includes all administrative costs, overhead and indirect costs of the Manager and the cost of personnel referred to in paragraph 16. The Co-op will be responsible for providing the office, other facilities, equipment and supplies.

14. **Authorized disbursements:** These are reasonable co-op-related expenses allowed such as travel (other than travel to and from the co-op), off-site copying,

postage and courier, facsimiles, long distance telephone charges, and out-of-pocket meeting expenses.

15. **Manager's staff:** The Manager must staff the office and the Co-op as described in Schedule B, Staffing.

When the Manager's staff listed in the schedule is not available for any reason the Manager will provide replacements acceptable to the Board at no additional cost to the Co-op.

When the Manager's staff listed in the schedule is not available for two days or less because of vacations, illness, or other reasons, the Manager does not have to provide replacements, but if it doesn't, the Manager's fee will be reduced to compensate the Co-op for the lack of service.

If the Manager's staff has provided extra services to the Co-op beyond the staffing time required under the schedule, the staff persons who provided the extra services may take up to two days lieu time without providing replacement staff or compensating the Co-op. This must not unreasonably interfere with the operation of the Co-op and the Manager must document this to the satisfaction of the Co-op.

16. **Selection of staff:** The Manager will employ the staff listed in Schedule B in performing this Contract. The Manager must advise the Co-op before changing any of its staff performing duties under this Agreement and consult fully with the Co-op respecting their replacement.

The Manager will not employ any staff to which the Co-op objects in writing. The Manager will not employ members or long-term guests of the Co-op, unless they could also be employed directly under the Co-op's by-laws.

17. **Bookkeeping:** The Manager's duties will include all bookkeeping and accounting services required by the Co-op (other than the annual audit).

Bookkeeping will be performed on the Manager's own computer equipment and accounting software. Any software of the Manager must be able to produce all records in machine-readable form to transfer to other programs at the termination of the Contract.

18. **Non-competition:** For a period of six months after the end of the Contract the Co-op may not hire or retain anyone who has worked at the Co-op during the previous six months as staff of the Manager.

For the first six months of the Contract, the Manager cannot use any staff at the Co-op who were employed during the previous six months as staff of the previous manager.

LIABILITY AND INSURANCE

19. **Manager’s responsibility for claims against the co-op:** The Manager will be responsible for claims for damage or injury to persons or property to the extent caused by the negligence or wrongful act or omission of the Manager or its agents or employees. A claim includes a legal proceeding or any other kind of liability.

The Manager will pay the Co-op’s legal and other costs of dealing with the claim and pay the claim, if valid, or any reasonable compromise. The Co-op will have the right to defend all claims referred to in this paragraph.

20. **Co-op’s responsibility for claims against the Manager:** The Co-op is responsible for claims against the Manager and against its agents and employees, except to the extent caused by the negligence or wrongful act or omission of the Manager, its agents or employees. A claim includes a legal proceeding or any other kind of liability.

The Co-op will pay the Manager’s legal and other costs of dealing with the claim and will pay the claim, if valid, or any reasonable compromise. The Co-op will have the right to defend all claims referred to in this paragraph. The Manager will ensure that the liability of the Co-op under this paragraph is covered under the insurance policy of the Co-op.

21. **Fidelity bond & Manager’s insurance:** The Manager will be fully responsible for the honesty of its employees. The Manager will maintain a fidelity bond or equivalent employee dishonesty insurance coverage in an amount not less than Two Hundred Thousand Dollars for each occurrence, covering the Manager and all of its employees dealing with the Co-op’s money. Any claims by the Co-op or anyone else resulting from the dishonesty of an employee of the Manager will be made against the Manager’s fidelity bond or employee dishonesty insurance and not the Co-op’s. Any losses to the Co-op or its members due to dishonesty of the Manager’s employees (whether or not covered by the Manager’s fidelity bond or employee dishonesty insurance) will be the responsibility of the Manager. The Manager’s responsibility will not be reduced because of any contributory negligence, collusion or any other action or inaction by the Co-op or its staff or members.

The Co-op will maintain a fidelity bond or employee dishonesty insurance coverage for any of its own employees who handle the Co-op’s money. The Manager will arrange for this subject to approval of the Board of Directors.

The Manager will maintain general liability insurance for its operations under this Agreement, in an amount of not less than Two Million Dollars for each occurrence, with the Co-op listed as an additional insured. The liability insurance policy will include technical provisions known as “severability of interests” and “cross liability among insureds.”

The Manager will maintain errors and omissions insurance coverage in an amount

not less than Two Million Dollars for each occurrence.

The fidelity bond and insurance will contain a clause saying that they cannot be terminated by either the insurer or the Manager unless at least two months written notice is given to the Co-op.

The Manager will maintain Workplace Safety and Insurance Board coverage for all its employees at the Co-op.

The Manager will deliver a certificate or other proof of the Manager's fidelity bond and insurance (including Workplace Safety and Insurance Board coverage) to the Co-op Board of Directors at the time of signing this Agreement and at the first meeting after each anniversary of signing this Agreement.

RIGHT OF USE OF MATERIAL

22. **Right of use of materials:** All materials prepared by the Manager other than information pertaining specifically to the Co-op are the property of the Manager. All records specifically pertaining to the Co-op are the property of the Co-op, but may be provided by the Manager to the Ministry of Municipal Affairs and Housing and/or Canada Mortgage and Housing Corporation and/or the Service Manager and/or suppliers for the purposes of managing the Co-op.

On the day this Agreement is terminated, the Manager will deliver to the Co-op all contracts, records, files, documents, papers, equipment, computer programs, keys, money and other assets or property of the Co-op that is in its possession. If the Manager has any of the Co-op's records or information in machine-readable form on the Manager's own equipment, the Manager will destroy all such information after giving a copy to the Co-op and receiving written confirmation from the Co-op that it has adequately transcribed the information.

TERM OF THE AGREEMENT

23. **Term of the Agreement:** This Agreement will have a term from June 1, 2019 to May 31, 2020. If the Manager continues providing services after the end of the term without any other agreement, then this Agreement will continue on a month-to-month basis with all other terms and conditions remaining the same. Either party may terminate the continued agreement on thirty days written notice to the other. The maximum term of the Agreement with any extensions will be three years. Renewal is not automatic.
24. **Early termination:** Either party may terminate this Agreement on sixty days' written notice to the other. In the event of default, either party may terminate this Agreement on thirty days written notice to the other. Notice respecting a default must contain full details of the default and will not be valid if the party receiving the notice cures the default within the thirty-day period.

The Co-op may terminate this Contract without notice or with partial notice by

payment of an amount equal to half the fees that would have been earned in the balance of the notice period.

25. **Effects of termination:** Immediately after the termination of this Agreement, the Manager will prepare a final report reporting all information that would normally be given to the Co-op under this Agreement. The Manager will co-operate fully with the Co-op's representatives in performing any audit or investigation for any period prior to termination of this Agreement. The above will be performed without charge to the Co-op.

Any obligations not fully performed under this Agreement, the confidentiality and indemnification obligations and any obligations arising out of a default will continue after the termination of this Agreement.

GENERAL

26. **Relationship of parties:** Nothing in this Agreement will create any partnership, joint venture, agency, trust or other relationship between the parties. Their relations are entirely contractual as set out in this Agreement. Neither of the parties has the authority to bind the other or to commit it in any way, except as specifically stated in this Agreement.
27. **Entire agreement:** This Agreement and the documents and materials referred to in this Agreement contain the entire agreement between the parties. No change or waiver under this Agreement will be binding unless it is in writing and signed by the party that is bound by it.
28. **Partial invalidity:** If any part of this Agreement is held invalid or unenforceable by any court, the remainder of this Agreement will not be affected, but will remain in full force.
29. **Time:** Time is of the essence in this Agreement.
30. **Assignment:** Neither party may assign or subcontract any interest in this Agreement or the rights and responsibilities under it without the prior written consent of the other.
31. **Change in control of the corporation:** The Manager shall give notice to the Co-op of any change in control of • Co-op Management Company.
32. **Notice:** Any notice under this Agreement may be given by personal delivery, by prepaid registered mail as follows:

To the Co-op at:
Alliance Housing Co-operative Inc.
131 Firewood Private
Ottawa, ON K1T 2B9
Attention: Sue Whittall, President

To the Manager at:

- Co-op Management Company
 - Address -
 - Attention: <contact person>
 - Phone: _____ Fax: _____

Either party may change its address for notice by a notice given under this paragraph.

MANAGER'S DUTIES

Reports to: Board of Directors

The Manager's role is to oversee and be accountable for the management of the Co-op's operations, subject to the general direction of the board of directors. The Manager acts as the agent of the Co-op in delegated areas of authority.

The Manager provides support to the board and members and keeps the Co-op in touch with the wider co-op housing sector.

1. Managing the finances

The Manager has overall responsibility for the financial management of the Co-op.

The Manager will provide all bookkeeping and accounting services required by the Co-op other than the annual audit. This includes:

- (a) recording receipts and disbursements
- (b) maintaining a general, member accounts and other ledgers as necessary
- (c) preparing monthly financial statements and arrears reports
- (d) arranging and preparing for the annual audit at the Co-op's expense

Specifically, the Manager

- ensures compliance with all financial requirements of the Co-op's funding program
- administers the rent-geared-to-income program based on the requirements of the Co-op's funding program including
 - calculating housing charges and adjustments
 - conducting annual income verification
 - reviewing applications for subsidy
- makes sure that there is an adequate accounting system in place that produces monthly financial statements
- makes sure that there are adequate financial controls in place
- maintains the financial records
- prepares the Co-op's capital and operating budgets, including proposed market charges, for submission to the board
- notifies the members of housing charge changes
- presents and explains financial statements to the board monthly and points out any matters of concern
- presents other financial statements to the board (such as member arrears, cash flow, capital forecasting and investment reports) as required
- makes sure that deposits are done on time and are properly recorded
- monitors cash flow
- manages member accounts receivable by
 - collecting payments and issuing receipts if required
 - issuing late payment, arrears and NSF notices

Schedule A

- administers the Co-op's accounts payable, including invoice processing and cheque preparation
- ensures that the Co-op's reserves are appropriately invested
- administers a petty cash system
- administers the Co-op's Arrears and Spending by-laws
- advises the board and finance committee (if there is one) on financial matters
- drafts financial policies for the approval of the board or membership
- arranges periodic training for finance committee members (if there is a finance committee).

2. Keeping the Co-op in good repair

The Manager is responsible for administering an overall property maintenance and repair program. Specifically, the Manager

- keeps property and maintenance records
- work with committees to ensure a risk management plan is developed and kept up to date
- works with committees to develop a routine and preventive maintenance plan by
 - support a work order system
 - forwards requests for repair work in members' units,
- approves and arranges the purchase of maintenance equipment and supplies in accordance with Co-op by-laws
- ensures that the Co-op is notified of infractions with the fire code, Electrical Safety Authority rules and all other legal and regulatory requirements related to the Co-op's property
- ensures the Co-op is free of hazards
- advises the board and committees on property matters

3. Keeping the Co-op full

The Manager is responsible for developing a strategy to maintain full occupancy of the Co-op. Specifically, the Manager

- responds to enquiries and receives applications
- works with the committee to market co-op units, as necessary, to fill vacancies
- works with committee to minimize vacancy loss
- conducts credit and landlord checks
- administers the Co-op's internal and external waiting lists
- administers the Co-op's agreement with support services agencies, if applicable
- works with committee to co-ordinate move-outs, internal moves and move-ins to minimize vacancy loss
- makes sure new members sign occupancy agreements and make necessary payments before move-in
- ensures members scheduled for an internal move sign a new occupancy agreement prior to move
- works with committee to ensure new members are promptly welcomed and oriented
- advises on marketing and member selection issues including recommending marketing strategies as required
- provides monthly vacancy and marketing reports to the board.

4. Meeting the Co-op's legal requirements

The Manager acts on the Co-op's behalf to ensure that it meets its legal requirements.

Specifically, the Manager

- liaises with the Co-op's lawyer
- maintains the Co-op's minute book and other corporate records
- files audited financial statements and required reports and notices with government agencies
- administers the Co-op's by-laws
- makes sure the Co-op follows program rules, complies with the *Co-operative Corporations Act* and other laws, and protects the privacy of personal information
- assists the board with eviction hearings and works with the Co-op's lawyer to obtain writs of possession, as necessary
- works with the Co-op's lawyer on legal proceedings related to the Co-op's operations
- liaises with federal, provincial and municipal housing agencies and with other municipal agencies such as police, fire department and utility companies
- makes sure the Co-op has adequate insurance coverage and administers claims
- reports to the board, as necessary, on legal issues as they arise.

5. Supporting good governance

The Manager is responsible for supporting good governance in the Co-op by the board and membership. Specifically, the Manager

- provides the board with the information and advice it needs, in a clear format, to make sound decisions
- makes sure that board meetings are well planned and prepared for and minutes are kept
- arranges for a board orientation each year and provides information about other training opportunities
- arranges for an annual board planning session
- promotes and supports effective two-way communication between the board and members
- makes sure that members' meetings are well organized, and minutes are kept
- works with the board to provide members with the information they need, in a clear format, to stay informed about the co-op and make good membership decisions
- advises directors and members about their role in the co-op's governance structure
- recommends a pro-active member involvement program to the board including
 - reviewing with the board the need for various committees
 - promoting resources for training boards, committees, and members.

6. Office and staff management

The Manager is responsible for the efficient administration of the Co-op's office and its systems.

Specifically, in addition to the administrative responsibilities set out above, the Manager

- makes sure that effective office systems and administrative procedures are in place and followed
- using outside assistance, as necessary, purchases suitable computer hardware and software and arranges for necessary support

Schedule A

- makes sure the office is adequately furnished, equipped and supplied
- receives and logs correspondence, forwards it as appropriate to the board or others, and responds or assists with board response

In performing the Manager's duties, the Manager and its staff will comply with legal requirements as stated in paragraph 7 of the Agreement and Information Requirements as stated in paragraph 10 of the Agreement.

Schedule B

STAFFING

Staff Provided by Manager:

DELETE ANY STAFF THAT ARE NOT PROVIDED BY MANAGER. IF HOURS VARY, DEPENDING ON CO-OP'S NEEDS, SHOW AVERAGES

- Manager / Co-ordinator name _____ _____ hours
- Administrative Assistant name _____ _____ hours
- Bookkeeper name _____ as required
- Other _____ name _____ _____ hours

Committees Provided by Co-op:

- Membership
- Maintenance
- Community Centre
- By-Laws
- Neighbourhood Watch
- Social
- Capital Reserve Planning
- Grounds
- Inspections
- Pets
- Parking

Open Office Hours

Before the start of work under this Contract, the Board and the Manager will agree on open office hours at the Co-op, should open office hours be needed. This will be less than the number of hours provided by management and administrative staff, to allow time for administrative work, and is not required to include one evening per week.

Attendance at Meetings

Staff of the Manager may attend Board, member or committee meetings, if requested in advance. Attendance at other functions can be provided, if agreed to in advance. There will be an

Schedule B

additional charge, unless time can be re-allocated from other duties.

Bookkeeping Software and Computer Arrangements

The Manager's duties will include all bookkeeping and accounting services required by the Co-op other than the annual audit.

Bookkeeping will be performed on the Manager's own computer equipment and software. Any software of the Manager must be able to produce all records in machine-readable form to transfer to other programs at the termination of the contract.

Schedule C

ALLIANCE HOUSING CO-OPERATIVE INC. INFORMATION PROTECTION AGREEMENT

TO: Alliance Housing Co-operative Inc.

AND TO: The members and residents of Alliance Housing Co-operative Inc.

1. The undersigned is the Manager of the Co-op or an employee or contractor of the Manager, _____ . *(Insert name of Manager)*
2. I understand that the Co-op's policy is to protect the interests of Co-op members (and any tenants of the Co-op) with respect to their personal information. This includes all aspects of their personal information, such as collection, use, storage and retention of personal information.
3. In addition, the Co-op and the Manager are subject to legal or contractual requirements about personal information, which may include, among other things, agreements between the Co-op and any of its members or tenants, the *Personal Information Protection and Electronic Documents Act* and its Regulations and the *Municipal Freedom of Information and Protection of Privacy Act*.
4. In addition, the Co-op's policy is to protect the interests of Co-op employees with respect to their personal information and to protect the interest of the Co-op in information about the Co-op's business.
5. The policies, laws, regulations and contracts referred to above are called "Information Requirements" in this Agreement. The information that is covered or controlled by the Information Requirements is called "Protected Information" in this Agreement.

I agree that I will perform my duties related to the Co-op in a way that ensures that the Co-op complies with all Information Requirements. If I become aware of any way in which the Co-op does not comply, I will promptly notify the Co-op in writing including any suggestions for dealing with the situation.

I agree that I will observe all Information Requirements. I will keep secret all Protected Information unless disclosure is required by law or directed by the Co-op or the person whom the information concerns. This applies during the term of this Agreement and after the end of this Agreement.

Schedule C

I have read and understood this Agreement. I acknowledge that this Agreement is not being signed under any form of compulsion or duress and that I have had an opportunity to obtain legal or other advice.

SIGNED:

Print Name: _____

Signature: _____ Date: _____

Print Name of Witness: _____

Signature of Witness: _____

**ALLIANCE HOUSING CO-OPERATIVE INC.
BID FORM**

TO: Alliance Housing Co-operative Inc.

FROM: Name and address of Bidder:

PROJECT:

Alliance Housing Co-operative Inc.

1. Bid

We declare that we have carefully examined and understood the Instructions to Bidders and all Appendices including the form of Co-op Management Contract. We accept without change and agree to be bound by them. We offer to perform all the services referred to in the Instructions to Bidders, and the form of Co-op Management Contract included with the Instructions to Bidders for the following fee payable in equal monthly instalments:

Annual fee:

_____ Dollars (\$ _____)

Monthly instalments:

_____ Dollars (\$ _____)

Harmonized Sales Tax will be extra.

2. Completion date

We agree if our Bid is accepted and if so requested on or before April 5, 2019, to start performing the work under the co-op management contract on June 1, 2019.

3. Signing contract

We agree to sign a co-op management contract upon acceptance of the bid. We agree to furnish evidence of the fidelity bond and insurance as required within seven days from the date of notification

Appendix C

of acceptance of this Bid.

4. Conflict of interest

We declare that we do not have any conflict of interest, as described in the Co-op’s Conflict of Interest By-laws. We will provide the Conflict of Interest Declaration required on signing the Co-op Management contract.

5. Bid in force

We agree this Bid will be irrevocable and may not be withdrawn by us and will be open for acceptance by the Co-op for 21 days from the date of closing of Bids.

6. Enclosures

The following are enclosed with this Bid:

- A general summary of management practices, including specific information on their experience and expertise in the areas of Core Management Standards
- A list of similar projects the Bidder has managed or is managing
- A list of references, including contact persons, phone numbers and addresses. The bidder confirms that Board members of current contracts are current serving members. The Bidder consents to the Co-op contacting the references.
- General background on Bidder
- The general background and qualifications on the staff that will be primarily responsible for this project
- Bidder’s proposal on bookkeeping and accounting system (see Appendix A)
- Proof of Insurance required under the Co-op Management Contract, Section 21

SIGNED • _____, 200_____

[Name of company]

} Per: _____
 } Name:
 } Title:
 } *I have authority to bind the corporation.*
 } c/s
 } _____
 } Name:
 } Title:
 } *I have authority to bind the corporation.*
 }

END OF BID