

Request for Proposals

Non-Profit Home Ownership Assistance Funding

Toronto Home Ownership Assistance Program

November 28, 2017



NOTICE TO POTENTIAL PROPONENTS

REQUEST FOR PROPOSALS

NON-PROFIT HOME OWNERSHIP ASSISTANCE FUNDING

Toronto Home Ownership Assistance Program

Please review the attached document and submit your Proposal to the address below by the closing deadline of **12:00 p.m. noon (local Toronto time) on January 24, 2018**

Proposals will not be considered unless received by the date and time specified above and received at the address specified below. Submissions by facsimile or e-mail will not be accepted.

| | |
|---|--|
| DEADLINE FOR QUESTIONS: (to be submitted in writing) | Tuesday, January 12 2018 |
| ALL QUESTIONS SHOULD BE SENT BY EMAIL TO: | Crystal Leung, Assistant Housing Development Officer, Affordable Housing Office, at crystal.leung@toronto.ca |
| ADDENDA: | Addenda will be issued with answers to questions received by email and will be posted on the Affordable Housing Office Website: www.toronto.ca/affordablehousing |
| FINAL ADDENDUM: | Friday, January 17, 2018 |
| City Contact: Sean Gadon, Director, Affordable Housing Office Metro Hall, 7th Floor, 55 John Street, Toronto, ON, M5V 3C6 (t) 416-338-1143, (f) 416-392-4219 (e) sean.gadon@toronto.ca | |

The City of Toronto will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the instructions below.

| | |
|--------------------------|---|
| PROPONENT NAME: | |
| RFP NAME: | Non-Profit Home Ownership Assistance Funding |
| CLOSING DEADLINE: | January 24, 2018 12:00 p.m. (noon) |
| DELIVER TO: | Sean Gadon, Director Affordable Housing Office, Metro Hall, 7th Floor 55 John Street, Toronto, ON, M5V 3C6 |

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1.0 INTRODUCTION AND OVERVIEW

The City's Affordable Housing Office is releasing this Request for Proposals (RFP) to make available up to \$2,000,000.00 under its Home Ownership Assistance Program (HOAP). This funding is available to experienced and capable Non-Profit Proponents with new affordable housing Projects in the predevelopment or development stages, and a clear and actionable plan for development, sales, and the administration of homebuyer assistance loans.

HOAP loans are intended to reduce up-front development costs, and the Program is designed so that these savings flow through to eligible buyers of the new homes in the form of down-payment assistance. The \$2,000,000.00 available through this RFP is intended to be converted into approximately 80 down-payment assistance loans, averaging \$25,000.00 per eligible homebuyer, up to a maximum amount of \$50,000.00. The minimum amount for each loan is \$5,000.00.

Allocation of HOAP funding will depend on the number of Successful Proponents and the number and value of the loans requested. Proposals may include multiple projects but Successful Proponents should not expect to have their entire funding request awarded.

Proponents may deliver the Program through in-house staff or by assembling a multi-party team, including private sector entities. The Proponent with which the City will enter into an agreement must, however, be a Non-Profit.

This RFP document reviews the rules of HOAP and the core responsibilities of Successful Proponents, explains the RFP submission process and how the City will decide on Successful Proponents and includes appendices containing the funding agreement Successful Proponents will sign with the City and details regarding the RFP's terms and conditions.

The deadline to submit a Proposal is January 24, 2018 at 12:00 p.m. (noon). All other key dates are listed below and the terminology and definitions used in the RFP are at Appendix 6.3.

PLEASE NOTE:

HOAP funding is available for new construction projects only. Resale homes, renovations or retrofit projects are not eligible for funding under this Program.

Neither City lands nor Canada-Ontario Investment in Affordable Housing Program – Homeownership Component funding are available through this RFP.

There is no “fee for service” associated with this RFP. All costs associated with delivering the Program must be absorbed by the Successful Proponent.

There is no information session scheduled for this RFP. All questions should be sent by email to: Crystal Leung, Assistant Housing Development Officer, Affordable Housing Office, at crystal.leung@toronto.ca.

1.1 City of Toronto Priorities

The City's priorities are to select the best Proponents and Proposals that:

- (i) Can efficiently and effectively deliver the HOAP down payment assistance to eligible purchasers;
- (ii) Work with and support HOAP loan recipients to ensure the successful transition into homeownership, and;
- (iii) Assist the greatest number of people across the City.

The City's ongoing work to assist new affordable housing initiatives supports the objectives, goals and targets of its 10-year affordable housing action plan: *Housing Opportunities Toronto (2010-2020)*.

1.2 Who Should Apply

Non-Profit Proponents should apply if they:

- (i) Have a demonstrated track record in the delivery of affordable home ownership initiatives and are in good standing with the City of Toronto;
- (ii) Have strong development, administrative, management, marketing, organizational experience and financial capabilities, either in-house or through an assembled team;
- (iii) Have a viable plan to deliver good quality, cost efficient, modestly priced housing, in appropriate forms including sizes for families, and;
- (iv) Have a viable plan and established affordable ownership model that aligns with the City's program for the successful delivery of home ownership assistance loans.

Proponents that have strong development, administrative, management, marketing, organizational experience and financial capabilities, either in-house or through an assembled team will be strongly preferred. Preference will be given to Proponents who can deliver affordable housing for more modest income households while providing appropriate homebuyer supports and safeguards. In the case of multi-party teams, preference will be given to those who have successfully worked together to deliver affordable ownership Projects in the recent past. Proponents who bring financial and other resources to the delivery of the Program, especially resources that further reduce the cost of the homes will also be preferred.

The housing Projects proposed should be sufficiently advanced in their overall planning to evidence that they will successfully proceed. Projects already under construction are eligible.

Successful Proponents will be required to enter into a funding agreement (the "Delivery Agreement") with the City in the form of the agreement attached as Appendix 6.2. Proponents

should pay particular attention to the multi-faceted and long-term nature of the responsibilities required in the delivery of the Program. Proponents should also be cognizant that the licensing requirements under the *Mortgage Brokerages, Lenders and Administrators Act, 2006, S.O. 2006, c. 29* impact the delivery and administration of HOAP loans and the second mortgages required to secure them.

1.3 Timetable

| | |
|--|--|
| RFP issued | November 28, 2017 |
| Deadline for written questions from Proponents | January 12, 2018 at 4:30 p.m. |
| All questions should be sent by email to Crystal Leung, Assistant Housing Development Officer, Affordable Housing Office, at crystal.leung@toronto.ca | |
| Addenda will be issued with answers to questions received by email and will be posted on the Affordable Housing Office Website: www.toronto.ca/affordablehousing | |
| Final addendum (if any) | January 17, 2018 |
| RFP submission deadline, closing 12:00 noon | January 24, 2018 Sean Gadon, Director Affordable Housing Office Metro Hall, 7th Floor 55 John Street Toronto, ON, M5V 3C6 |
| Successful Proponent notified | February 23, 2018 |
| Report to Affordable Housing Committee on RFP Results (Public participation is permitted at this meeting) | March 2, 2018 |
| Report to Executive Committee on RFP Results | March 19, 2018 |
| Report to City Council on RFP Results | March 26, 2018 |

This schedule is subject to change and appropriate notice in writing of any changes will be provided, where feasible, on the Affordable Housing Office website: www.toronto.ca/affordablehousing

2.0 PROGRAM GUIDELINES, ROLES AND RESPONSIBILITIES

2.1 Home Ownership Assistance Program (HOAP)

Background

HOAP was precipitated by the City's affordable housing action plan: *Housing Opportunities Toronto (2010-2020)* which recommended the City expand its support for affordable ownership housing development. The housing action plan is available at: <http://www.toronto.ca/affordablehousing/hot.htm>

In 2010, Toronto City Council set the foundations for the Home Ownership Assistance Program. Subsequent Council decisions established the City's annual affordable ownership target at 400 new homes per year and set the average funding value of HOAP loans at \$25,000 per home.

Overview

Toronto's Home Ownership Assistance Program involves three major areas: the development of new housing; the marketing and delivery of loans to buyers of that housing who are deemed eligible and the on-going administration of those loans. Please refer to Appendix 6.1 for more information on Program rules and procedures and Appendix 6.2 for the Delivery Agreement with the City of Toronto, including schedules that detail eligibility and reporting requirements.

The basic Program parameters are as follows:

- Following City Council approval of Program funding allocations, one-time lump sum payments will be made to Successful Proponents to be used to reduce development costs of the Project(s);
- Successful Proponents will, in turn, deliver and administer no-payment, interest-free down-payment assistance loans to eligible home buyers, which loans will equal the amount of the initial allocation to the Successful Proponent, essentially "converting" the Program funding from capital assistance to homebuyer assistance through the purchase and sales process, and securing the funds as second mortgages on title; and
- Successful Proponents will administer and report to the City on the loans and mortgages until repayment through resale, pre-payment or default, and collect and forward repaid funds with a share of capital appreciation as required by the Program.

2.2 The Responsibilities of Successful Proponents

The responsibilities of the Successful Proponents fall into three broad categories:

(i) Development of Affordable Ownership Housing

The City's funding is intended to support high quality, cost-effective, new home construction in a variety of forms. Program funding is to be used to reduce pre-development or development costs.

(ii) Providing Homebuyer Assistance Loans

The Successful Proponent's responsibilities will include:

- (a) promoting, advertising, explaining the Program, and the terms and conditions of the loans;
- (b) providing general educational assistance to potential homebuyers and detailed education to loan recipients;
- (c) determining eligibility of the homebuyer and the housing unit under the Program rules and guidelines;
- (d) assisting in determining eligibility for a first mortgage;
- (e) assisting with filling out Program loan applications;
- (f) reviewing and approving or rejecting Program loan applications based on Program criteria;
- (g) providing Program Loan approval letters to assist homebuyers in securing a first mortgage from a primary lender;
- (h) advising applicants who have been refused a loan in a timely manner;
- (i) entering into loan agreements with approved applicants;
- (j) forwarding loan proceeds to the eligible homebuyers solicitor, prior to the transaction closing date and ensuring the loan is secured by a second mortgage; and
- (k) collecting and forwarding required documentation from approved homebuyers to the City as required.

(iii) Administering the loans

The Successful Proponent's responsibilities will include:

- (a) administering the loans until repayment, including providing any mortgage, discharge statements and documents, and/or transfer documents, as required;
- (b) collecting, reporting and forwarding loans repaid on sale or default, or loans which are pre-paid, as well as the percentage of capital appreciation required by the Program for return to the City on a semi-annual basis, and;
- (c) collecting annual declarations from loan recipients that continue to occupy the home.

Successful Proponents will designate staff to act as liaisons with the City.

Successful Proponents will be required to develop, with the assistance of the City, a plan to market loan funding under the Program to the Housing Connections social housing waiting list, and to tenant households living in social housing.

Proponents should pay particular attention to the long-term nature of the administrative responsibilities required of Successful Proponents and the absence of administrative funding. Proponents should also be cognizant that the licensing requirements under the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c. 29 impact the delivery and administration of Program loans and the second mortgages required to secure them.

2.3 The Delivery Agreement

The Successful Proponent(s) will be required to enter into a Delivery Agreement, substantially in the form of the agreement attached as Appendix 6.2, with the City. Proponents are urged to review the terms and conditions of the Delivery Agreement before submitting a Proposal, as by applying, Proponents will be deemed to have accepted the terms of the Delivery Agreement. The Delivery Agreement must be signed by the Successful Proponent(s) within one month of City Council approval.

Proponents are reminded that until the Delivery Agreement has been executed by the City, the City and City staff will have no obligations, direct or indirect, to Proponents in respect of this RFP. Project details may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by the Proponent for the Project may be modified or amended, and issues concerning implementation may be clarified by the City.

If necessary, the City will enter into multi-party Delivery Agreements, but in these situations both parties must be Non-Profit corporations. An example of such a situation might be one party owning and developing the Project and another delivering the Program funding.

3.0 PREPARING A PROPOSAL

This RFP is designed to ensure Proposals are received through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals.

Proposals must include details pertaining to each section outlined below. Proposals should be organized using the headings in this section, include a detailed table of contents and be divided using tabs.

Each section includes the total number of points that can be awarded for that section and this information is summarized in Section 5.1 *Evaluation Criteria* of the RFP. To assist in the preparation of Proposals, Appendix 6.11 also contains a Submission Checklist of all required submission documents and components.

3.1 Introduction (Not Scored)

(i) Letter of Introduction

The Letter of Introduction should briefly introduce the Proponent and the Proposal and be signed by the person(s) authorized to sign on behalf of, and to bind the Proponent to, statements made and information contained in the Proposal. This should be the same person signing the Mandatory Forms at Appendices 6.5, 6.6, 6.7, 6.8, 6.9 and 6.10.

(ii) Table of Contents

Include page numbers and identify all included materials in the submission, including appendices and their tab numbers.

(iii) Executive Summary

The Executive Summary should provide a summary of the key features of the approach to the delivery of the Program and a brief description, including location, of the proposed Project(s).

| | Address | Number of Loans ('a') | Average Loan Value ('b') | Funding Requested ('a' x 'b') |
|---------------|---------|-----------------------|--------------------------|-------------------------------|
| a) | | | \$ | \$ |
| b) | | | \$ | \$ |
| c) | | | \$ | \$ |
| d) | | | \$ | \$ |
| Total: | | | \$ | \$ |

3.2 *Proponent Profile, Experience and Qualifications (30 points)*

(i) Proponent Profile

Provide a profile of the organization that reviews its mandate and services and that demonstrates the overall quality and stability of the Proponent.

The profile should describe the Proponent's overall approach to providing affordable ownership assistance and the resulting benefits to purchasers, with financial details, provided by the organization's affordability model. This should include how the model would integrate the HOAP loans and the additional impact to buyers.

The profile should evidence that the Proponent possesses the necessary organizational capacity, financial and staff resources, offices and administrative strength to effectively deliver the Program. The profile should also provide a list of key individuals on the Proponent's team known at this time (e.g. development and sales leads, architect, mortgage broker, etc.) including a short summary of relevant experience and how and when team members may have worked together in the past.

If a subsidiary corporation is to be used for the purposes for the Proposal, provide information on the parent and subsidiary corporations, and ensure that the Proposal is in the name of the corporation that intends to provide the Program.

The following should be attached as appendices, as relevant:

- (a) an organizational chart with the Proponent's current number of employees;
- (b) resumes or a short summary of relevant experience for key individuals on the Proponent's team;
- (c) a copy of the organization's latest annual report and audited financial statements for the parent company and any subsidiary or partner corporation involved in the Proposal;
- (d) a copy of the organization's Articles of Incorporation or Letters Patent, any relevant corporate by-laws, and current list of Board of Directors; and
- (e) any other supporting documentation.

(ii) Experience and Qualifications

This section should outline the Proponent's experience, expertise, and accomplishments in relation to:

- (a) affordable ownership housing development;
- (b) home sales;

- (c) delivery of affordable ownership assistance to homebuyers and associated supports or services to buyers; and
- (d) mortgage administration.

Provide details here of all affordable ownership housing projects developed over the last five years by the Proponent and/or development team members including size, location, target groups, tenure, specific features, etc.

Two business references should be attached as appendices, including:

- (a) name of the reference;
- (b) a contact name and title, postal address, telephone number, and e-mail;
- (c) website URL;
- (d) the size and nature of the reference's business;
- (e) the nature of the dealings with the Proponent within the last five years; and
- (f) any other supporting documentation.

NOTE: In order to complete its due diligence, the City reserves the right to use itself, other municipalities, other orders of government, and/or other funders as references. References will be checked for only the top scoring Proponents. Unfavourable references may, at the discretion of the Evaluation Committee, be used to clarify whether to recommend the Proponent.

In providing references, Proponents agree that the City can contact the individuals provided as part of the evaluation process. The City will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

3.3 *Housing Development Plan (35 points)*

This section should provide evidence that the Proponent is engaged in the development of affordable homes with a clear and actionable plan to take them to completion. Projects should result in high quality, cost efficient, modestly priced housing. Provide as much information as is known at this time about your development(s).

If relevant and available, the housing development plan should provide information and documentation about the Project, including:

- (a) the number of proposed affordable ownership units, housing types and sizes;
- (b) location and site statistics;
- (c) other residential or non-residential uses, if any;
- (d) the stage of pre-development or development, status of planning approvals, environmental status, and any remaining approvals necessary to proceed;
- (e) the development timeline with milestones such as anticipated City Planning approvals, permits, confirmation of financing, construction, occupancies, closings, etc.;
- (f) the overall approach to the design of the development and how it integrates with the immediate neighbourhood;
- (g) the financial plan and proof of viability including the status of development financing and sales;
- (h) the employment of apprentices; and
- (i) the construction strategy (e.g., tendered general contract, construction management or turnkey) and Proponent's experience with the chosen strategy.

The following should be attached as appendices:

- (a) architectural drawings, as available;
- (b) proof of the Proponent's legal interest in the property to be developed, such as a signed copy of agreement of purchase and sale, deed of land, or lease; and
- (c) Any other supporting documentation.

3.4 Program Loan Delivery and Administration Plan (35 points)

This section should provide a detailed outline that demonstrates that the Proponent has a clear and actionable delivery plan for the fair distribution of HOAP loans to eligible homebuyers, and the on-going management of the loans. If relevant, the loan delivery and management plan should provide information and documentation, if available, regarding:

- (a) the number of HOAP loans the Proponent would deliver (averaging \$25,000 per loan, with a minimum amount of \$5,000.00 for each loan, and

a maximum amount of \$50,000 for each loan if a full allocation were possible;

- (b) the total number of units in the Project, the average price by unit size, and the current number of units and types that have been sold to date;
- (c) the prices of the homes that will be available to eligible homebuyers;
- (d) details of any other financial assistance available to the homebuyers;
- (e) marketing and sales, including details on any promotional and marketing strategies to attract eligible homebuyers, sales rate projections, the proposed sales staff and office and their availability to potential homebuyers.

Special consideration should be paid to the fair and equitable marketing of HOAP loans to the public and initial considerations regarding marketing to the Housing Connections social housing waiting list and social housing households.

- (f) the category of homebuyers to be targeted to receive loans, whether this is a broad spectrum or a narrow focus, with particular attention to income level and details of any supports or safeguards against financial hardship, as appropriate. Include a rationale for the choice of target buyers and a description of any existing relationship to the group(s) the Proponent may have;
- (g) providing general education assistance to potential buyers and more detailed education and training to loan recipients with respect to the Program and on the obligations and costs of home ownership, including at a minimum assisting clients in determining their eligibility under the Program, filling out Program loan applications, and if necessary, assisting in determining client eligibility for regular mortgage from a primary lender and assisting in attaining that mortgage;
- (h) the Proponent's own affordable ownership buyer assistance model and its benefits to homebuyers, including how the model would relate to the HOAP loans provided to buyers. Particular attention should be paid to detailing the level of financial assistance the Proponent is providing to buyers; and
- (i) the Proponent's ability and strategies regarding:
 - i) loan processing and administration including fairly and accurately scrutinizing, reviewing, approving or rejecting Program loan applications and agreements of purchase and sale, arranging for the execution of loan agreements, forwarding loans to the

homebuyer's solicitor prior to closing dates, ensuring loans are secured by a mortgage and monitoring the loan;

- ii) loan recapture and return: collecting loans discharged by sales, defaults or pre-payments as well as the percentage of capital appreciation required by the Program and forwarding these to the City on a semi-annual basis, and;
- iii) mitigating problems: dealing with loan defaults and other potential problems after sales;
- iv) file management: completing associated correspondence and other paperwork, record keeping, file management, and reporting; and
- v) end-of-loan-term administration: executing any necessary mortgage discharge statements when a home is sold or loans are pre-paid.

3.5 Additional Mandatory Requirements (not scored)

In addition to any materials the Proponent would like to include to support the Proposal, the following six City forms are required to be filled out, signed and included in the appendices. **Each Proposal must include these completed forms**, all of which are provided in Appendices 6.5, 6.6, 6.7, 6.8, 6.9 and 6.10.

- (i) Mandatory Form 1- Proposal Submission Form signed by an authorized official of the Proponent
- (ii) Mandatory Form 2 - Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request
- (iii) Mandatory Form 3 - Conflict of Interest Form
- (iv) Mandatory Form 4 - Declaration of Anti-Harassment/Discrimination City Policy
- (v) Mandatory Form 5 - Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts
- (vi) Mandatory Form 6 - Environmentally Responsible Procurement Statement

4.0 SUBMITTING A PROPOSAL

Each Proposal must:

- (i) Be submitted in a sealed envelope or package (submissions made by fax, telephone, electronic message or telegram will not be accepted), displaying a full and correct return address;
- (ii) Consist of one (1) original (clearly marked as such on its cover or first page) and four copies;
- (iii) Be limited, preferably, to 16 pages, typed, double sided, minimum 11-point font, with unlimited appendices with tabs;
- (iv) Include a digital copy of the entire Proposal on disc or memory stick; and
- (v) Be delivered no later than January 24, 2018 at 12:00 p.m. (noon) (the "Closing Deadline") to:

Sean Gadon, Director
Affordable Housing Office
Metro Hall, 7th Floor
55 John Street
Toronto, ON, M5V 3C6

Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Closing Deadline, and Proposals that arrive after the Closing Deadline will not be accepted.

5.0 EVALUATION AND APPROVALS

5.1 Evaluation Criteria

The weighted evaluation criteria below will be used to assess the Proposals and are in keeping with Section 3.0 *Preparing a Proposal* above. In the event of a tie, Proposals will also be evaluated based on how well they meet the City's priorities for this RFP as outlined in Section 1.1.

| Evaluation Criteria | Maximum Points Available | Minimum Points Required |
|--|---------------------------------|--------------------------------|
| <u>1. Proponent Profile, Experience and Qualifications</u> | | |
| Proponent experience with affordable ownership housing | 30 | 21 |
| Proponent Profile: capacity, resources, and general experience | | |
| <u>2. Housing Development Plan</u> | | |
| Readiness: Stage of development, status of City Planning approvals, environmental status, development timeline, etc. | 35 | 24.5 |
| Design quality and cost effectiveness | | |
| Project viability including ownership of development lands, status of financing, and construction strategy | | |
| <u>3. Program Loan Delivery and Administration Plan</u> | | |
| Home prices, Proponent's model, and contribution to affordability | 35 | 24.5 |
| Target homebuyers and income level | | |
| Marketing and sales | | |
| Attention to buyers' needs | | |
| Administrative abilities (loan administration, meeting reporting requirements, file management, etc.) | | |
| Appendices | Included in the scores above | |
| Total | 100 | 70 |

NOTE: The Successful Proposal must score a minimum of 70% in each section. The City shall not be obliged to accept any Proposal in response to this RFP.

5.2 Evaluation Committee

All Proposals will be evaluated based on the weighted evaluation criteria in Section 5.1 and will ensure that the evaluation process is in keeping with the *RFP Process Terms and Conditions* outlined in Appendix 6.4. The review process will be carried out by an Evaluation Committee, which will include members of the Affordable Housing Office. The Evaluation Committee may, at its sole discretion, retain additional committee members or advisors. The goal of the committee will be to recommend to the Director, Affordable Housing Office, the Proposal(s) which, in its opinion, best meet the City's requirements under this RFP.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Director, Affordable Housing Office, will be final and binding.

Proponents must meet the minimum point requirement for each category. Proponents that meet minimum point requirements for each category will be ranked according to score and recommended for an allocation of Program funding.

The total amount of HOAP funding allocated to a Successful Proponent shall be at the sole discretion of the City, and shall be based on a number of factors including but not limited to the total number of Proposals; the score of the Proposals; and the number of affordable home ownership housing units Proponents are able to deliver. The HOAP funding available under this RFP is limited to \$2,000,000.00 and any Successful Proponents should not expect to have their entire funding request satisfied.

5.3 Clarifications and Interviews

The Evaluation Committee may make requests for further information with respect to the content of any Proposal, and, at its sole discretion, may invite a Proponent to an interview, the results of which will be used in the Proposal's scoring.

The Evaluation Committee will determine the Proponent's representatives invited to the interview and those representatives must attend any interview scheduled.

A Proponent's representatives at any interview are expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the Proposal contents, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting agreement. Where the Evaluation Committee identifies that the composition of the team proposed by the Proponent is an issue, it may require those team members be present for the interview.

5.4 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Evaluation Committee to the Director, Affordable Housing Office and subsequently to City Council through a staff report. Proposal evaluation results shall be the property of the City and are subject to *Municipal Freedom of Information and Protection Act* R.S.O. 1990, c. M.56 (MFIPPA). Evaluation results may be subject to public release pursuant to MFIPPA.

Proponents should be aware that Council and individual Councillors have the right to view the Proposals provided that their requests have been made in accordance with the City's procedure.

6.0 APPENDICES

- 6.1 Home Ownership Assistance Program Details
- 6.2 Delivery Agreement
- 6.3 RFP Definitions and City Policies
- 6.4 RFP Process Terms and Conditions
- 6.5 Mandatory Form 1
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- 6.7 Mandatory Form 3
- 6.8 Mandatory Form 4
- 6.9 Mandatory Form 5
- 6.10 Mandatory Form 6
- 6.11 Submission Checklist

APPENDIX 6.1

CITY OF TORONTO HOME OWNERSHIP ASSISTANCE PROGRAM DETAILS

Toronto's Home Ownership Assistance Program (HOAP) involves three major areas: the development of new housing; the marketing and delivery of loans to buyers during the marketing and sales of the new homes; and the on-going administration of those loans.

The Program parameters, rules, and procedures are as follows:

- The Program will provide one-time lump sum payments to Successful Proponents to assist with development-related costs of new affordable ownership housing Projects.
 - Payments will be made following City Council approval of the Proponent's Proposals, and once a mortgage to the City to secure the funding on title of the development lands has been provided.
 - No exemptions from City Planning fees, Development Charges, or other City incentives will be provided in addition to Program funding. Developments that have already received such an exemption or incentive will not be eligible under the Program.
 - Approval for HOAP funding does not constitute approval under any City Planning or development-related process.
 - Funding is not contingent on Projects being at any particular stage in the development or sales process.
- During the marketing and sales of the homes, Successful Proponents will be required to “convert” the value of their Program funding allocation into a predetermined number of individual loans to assist eligible purchasers in buying the new homes.
- HOAP funding will be allocated at an average of \$25,000 per loan, to a maximum amount of \$50,000. Successful Proponents can vary the loan amount to buyers but no loan should be valued at less than \$5,000.
- At the time of the sale to the eligible homebuyer, the loans must be secured by a second mortgage in the name of the Successful Proponent, as agent for the City;
 - As the mortgages relating to the purchasers' loans are registered, the City will provide partial discharges of the mortgage on the development site that secured the initial payment to the Successful Proponent.
 - During the sales period and until all home purchases have closed, loan allocation reports must be forwarded to the City every four months providing up to date information on loan funding that has been provided to purchasers (see Schedule F, Planned Financial Commitment and Milestone Quarterly Reports, of Appendix 6.2, Delivery Agreement, for more details). Eligible purchasers must have entered into a firm and binding agreement of purchase and sale for a home to be allocated a Program loan.

- HOAP homebuyer loans are intended to align with affordable ownership housing models that use second mortgages to reduce the size of a purchaser's first mortgage or "buy down" home prices. These second mortgages secure the investment in affordability and protect against speculation and windfall capital gains on resale.
- Program loans to purchasers will require no monthly payments and are interest free.
 - Canada Mortgage and Housing Corporation (CMHC) will consider the loans as a form of equity for mortgage underwriting purposes, and primary mortgage lenders will treat the loan as part of a purchaser's down payment.
- Where loans are repaid, the returning loan and the Program's share of any appreciation is to be returned to the City on a bi-annual basis. This funding will then "revolve" by being re-allocated through the next RFP to assist further developments and the next wave of eligible purchasers.
- A share of the home's capital appreciation since the time of purchase must also be paid to the City for future use as funding under the Program.
 - Under this shared appreciation arrangement, the portion of the home's capital appreciation payable to the City when the loan is discharged is the same as the percentage that the loan amount represents of the original purchase price of the home.

For example, if a \$25,000 Program loan is used to help purchase a \$260,000 home, the loan represents 6% of the price and the homebuyer must pay back 6% of any capital appreciation generated since the original purchase. If the home appreciates by \$40,000 to a resale price of \$300,000, the recipient will have to pay 6% of that \$40,000 (\$2,400) in addition to the original loan amount of \$25,000. In this case the total sum returning to the City for re-use would be \$27,400.
 - If the home does not increase in value (i.e. there is no capital appreciation and the home is sold at/or less than the original purchase price in a fair, arms-length sale), then the original loan amount will be reduced by an amount equal to the difference between the resale price and the original purchase price. If the difference between the two prices exceeds the original loan amount, then the loan itself is forgiven and there are no re-payment requirements.
 - If a loan recipient would like to pay off their loan without selling their home, they can do so, but they must still pay an appreciation amount. The loan must also be prepaid in full. In the absence of a sale, the appreciation amount must be determined using a fair market value determined by a property appraisal.
- Flexibilities with regard to repayments to the City will be considered for Successful Proponents who are engaged in affordable ownership scenarios that provide for the ongoing affordability of homes from one eligible purchaser to the next.
- The maximum household income for homebuyers receiving Program loans is the sixtieth (60th) percentile of income for the City of Toronto or the Province of Ontario, whichever is

lower. This is currently \$90,500. The Ministry of Housing publishes this figure on an annual basis under the Investment in Affordable Housing Program – Homeownership Component.

- The Program requires that eligible buyers have a gross income at or below this level at time of application – there is no requirement for any subsequent income verification during occupancy or at the time of resale.
- To be eligible, homebuyers must also:
 - be vacating a rental unit;
 - live in the home as their sole and principal residence for the duration of the loan (unless pre-paid), and;
 - cannot have an ownership interest in another home (nor be in a spousal relationship with a person who owns a home or who has an ownership interest in a home.

(See Schedule A, Purchaser Eligibility Criteria, of Appendix 6.2, Delivery Agreement with the City of Toronto, for more details.)
- For the home intended for purchase to be eligible, its price can be no more than \$896,488. This amount is the current average resale price of homes in the Toronto market. This amount is the average resale price of homes in the Toronto market and is updated on a quarterly basis by the Ministry of Housing under the Affordable Housing Program. It represents the full price of the home as used on the final Agreement of Purchase and Sale, regardless of any other assistance that may be provided to reduce the first mortgage.
 - Eligible Units include new homes in the form of detached and semi-detached homes, townhouses (condominium and freehold), duplexes, stacked homes, row houses or apartments (see Schedule B, Unit Eligibility Criteria, of Appendix 6.2, Delivery Agreement, for more details).
 - Program funding can only be applied to new developments within the City of Toronto but homebuyers do not need to be current residents of the City, to be eligible.
- For the purchaser household and the home to be eligible, the number of bedrooms must be proportionate to the household size:
 - a single adult member household is eligible for a bachelor or one bedroom unit;
 - a two member household, being two adults or an adult and child, is eligible for up to a two bedroom unit;
 - a three member household, being two adults and one child, one adult and two children, or three adults, is eligible for up to a three bedroom unit; and
 - a household with four members or more is eligible for up to a four bedroom unit.
 - An adult member is defined as a person age 18 and over. A child member is defined as a person under the age of 18.

- Successful Proponents may deliver the Program sought through this RFP using the skills and expertise of their own staff, or may rely on a multi-party teams with private sector for-profit entities, but the Proponent must be a non-profit group.
- The City will work with Successful Proponents to market loan funding under the Home Ownership Assistance Program to the Housing Connections social housing waiting list, and to tenant households living in social housing.
- Other City priorities include housing in appropriate forms and sizes for families, and providing affordability and appropriate support services to lower-income homebuyers.

APPENDIX 6.2

DELIVERY AGREEMENT WITH THE CITY OF TORONTO

CITY OF TORONTO

- and -

PROPONENT

AFFORDABLE OWNERSHIP HOUSING DELIVERY AGREEMENT

Address, Toronto

This Agreement made the _____ day of _____, 2018.

BETWEEN:

CITY OF TORONTO

(hereinafter called the "City")

- and -

PROPONENT

(hereinafter called the "Proponent")

WHEREAS:

- A. To further assist with the creation of new affordable home ownership housing units, Council of the City of Toronto approved Item EX43.26 "Standardizing City Support for New Assisted Ownership Housing Opportunities" at its meeting held May 11, 2010 and, thereby, established the Home Ownership Assistance Program (the "HOAP");
- B. The City issued a Request for Proposals on [insert date], and the Proponent applied for assistance with the development of affordable rental housing located at [ADDRESS], Toronto, Ontario;
- C. The Proponent has been selected to deliver the Affordable Housing to be developed at [ADDRESS], on behalf of the City.

NOW THEREFORE, the City and the Proponent agree with each other as follows:

1. INTERPRETATION

In this Agreement, including all Schedules attached hereto, unless the context requires otherwise, the following terms have the meaning set out in this section.

"Affordable Housing" means ownership Housing that is affordable to individuals and households with an income at or below the sixtieth (60th) percentile of income for the City of Toronto or the Province of Ontario, whichever is lower, as defined by the Ministry of Municipal Affairs and Housing on an annual basis under the Affordable Housing Program;

"Affordable Housing Unit" means an Eligible Unit of Affordable Housing to be constructed by the Proponent and sold to an Eligible Purchaser;

“Agreement” has the meaning ascribed thereto in Section 2.1;

"Application Package" has the meaning ascribed in Section 3.3;

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

"City" means the City of Toronto;

"CMHC" means Canada Mortgage and Housing Corporation;

"Director” means the Director, Affordable Housing Office, City of Toronto and includes his or her designate or successor, if any;

"Eligible Purchaser" means a purchaser who satisfies the Purchaser Eligibility Criteria as defined in Schedule “A”;

"Eligible Unit" means a Unit in the Project that meets the Unit Eligibility Criteria as defined in Schedule “B”;

"Final Closing" means date on which title to an Affordable Housing Unit passes to the Eligible Purchaser pursuant to an agreement of purchase and sale with the Proponent;

"HOAP Funds" means the City of Toronto funds dedicated to assisting with the purchase of Eligible Units through HOAP;

"Home Ownership Program" means the Proponent's home ownership program, as approved by the Director and which will include the components outlined in Section 3.1;

"Housing" means residential accommodation and facilities and including parking, storage lockers, common area, and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

"Land" means the part of the property currently known as municipally [ADDRESS];

"Loan" means the home purchase assistance loan to an Eligible Purchaser on the terms and conditions set out in this agreement;

"Loan Agreement" means the agreement entered into between the Proponent and an Eligible Purchaser with respect to the Loan which agreement shall be in the terms as set out in Schedule "D" – Terms of the Loan Agreement attached;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56;

"MFIPPA Protected Information" means any "Personal Information" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56;

"Minister" means the Minister of the Ministry of Housing;

"Original Purchase Price" means the purchase price set out in the agreement of purchase and sale between the Proponent and the Eligible Purchaser, for an Eligible Unit, inclusive of HST;

"Parties" means the City and the Proponent and **"Party"** means any one of them, as the context may require;

"Project" means the up to XX (XX) new Affordable Housing ownership Units being built on the Land, the Eligible Purchasers of which will be provided with Loans in accordance with the terms and conditions of this Agreement; and

"Unit" means a self-contained residential dwelling.

1.2 The following Schedules are attached to and form part of this Agreement:

| | |
|--------------|--|
| Schedule "A" | Purchaser Eligibility Criteria |
| Schedule "B" | Unit Eligibility Criteria |
| Schedule "C" | Application Form |
| Schedule "D" | Terms of Loan |
| Schedule "E" | List of Applicants |
| Schedule "F" | Planned Financial Commitment and Milestone Quarterly Reports |
| Schedule "G" | Letter to Eligible Purchaser |
| Schedule "H" | Intentionally Deleted |
| Schedule "I" | Final Report on Loans |

| | |
|--------------|---|
| Schedule "J" | Solicitor's Opinion Letter |
| Schedule "K" | Intentionally Deleted |
| Schedule "L" | Declaration of Occupancy |
| Schedule "M" | Semi-Annual Report |
| Schedule "N" | Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy |
| Schedule "O" | Terms of City Charge |

- 1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.
- 1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. AGREEMENT

- 2.1 The Proponent agrees to use the HOAP Funds provided under this Agreement for the sole purpose of providing purchase assistance to Eligible Purchasers to purchase Eligible Units.
- 2.2 The Proponent agrees to assist the City in delivering the benefit of the HOAP Funds to Eligible Purchasers on the terms and conditions set out herein and with all due diligence, in a professional and competent manner.
- 2.3 The Proponent acknowledges that, pursuant to the terms of this Agreement, it shall be deemed to be acting on behalf of the City in fulfilling its obligations under this Agreement and, as a result, the Proponent shall, in carrying out services under this Agreement, ensure that any person (including but not limited to the employees and volunteers of the Proponent) providing services under this Agreement shall:
 - (a) act with all due and reasonable diligence, professional skill and competence, all to the satisfaction of the Director acting reasonably;
 - (b) comply with all directions of the Director's office, which directions shall be given reasonably; and
 - (c) refrain from making representations on behalf of the City which are beyond the scope of this Agreement.

- 2.4 The City agrees to provide the Proponent with HOAP Funds up to XXXXXX (\$XXXXX), to be used to provide up to XX (XX) Loans averaging Twenty-Five Thousand Dollars (\$25,000.00) per Eligible Unit. The minimum amount of a Loan shall be Five Thousand Dollars (\$5,000.00). The maximum amount of a Loan shall be Fifty Thousand Dollars (\$50,000.00).

3. OBLIGATIONS OF THE PROPONENT

- 3.1 The Proponent will deliver the HOAP Funds in accordance with the Proponent's Home Ownership Program, as approved by the Director and which will include:

- (a) an open, fair and transparent marketing plan that will promote and make information available about the Loans as is appropriate for the Proponent's business model, and that will encourage Eligible Purchasers who are social housing tenants or are households on the social housing waiting list to purchase a Unit at **[address]** with the assistance of a Loan;
- (b) a statement of purchaser eligibility criteria, which will include, at a minimum, the criteria set out in Schedule "A" - Purchaser Eligibility Criteria to this Agreement;
- (c) a statement of unit eligibility criteria which will include, at a minimum the criteria set out in Schedule "B" - Unit Eligibility Criteria to this Agreement;
- (d) an income verification process which includes the obligation on the Proponent to obtain the Canada Revenue Agency notice of assessment for the most recent tax year for all members of the Eligible Purchaser's household over the age of 18;
- (e) a Canadian residency verification process;
- (f) a method for confirming the Eligible Purchaser's occupancy of the Eligible Unit annually, including, but not limited to obtaining a completed annual Declaration of Occupancy, as set out in Schedule "L" - Declaration of Occupancy from each Eligible Purchaser;
- (g) a home ownership education plan;
- (h) a plan for working with Construction Connections, as outlined in Section 3.17 of this Agreement; and
- (i) a completed Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy form signed by the Proponent, a copy of which is attached hereto as Schedule "N".

- 3.2 The Proponent shall, on request and at least quarterly, in the first quarter to commence on the first day of the month following the execution of this Agreement, provide the City with a written progress report about the timing of

funding commitments to Eligible Purchasers and the Project's development in the form of the report attached to Schedule "F" - Planned Financial Commitment and Milestone Quarterly Reports, and other such information as may be determined by the Director, acting reasonably, from time to time. This obligation shall end with the delivery of the report contemplated in Section 5.1.

3.3 In accordance with Schedule "F" - Planned Financial Commitment and Milestone Quarterly Report", as periodically updated by the Proponent, the Proponent shall deliver to the Director the following Application Package electronically:

- (a) a completed List of Applicants, in the form set out in Schedule "E" – List of Applicants;
- (b) a combined PDF for each Eligible Purchaser/ Eligible Unit of copies of:
 - i. the fully executed Loan Agreement for an amount equal to the sum of the HOAP Funds;
 - ii. the completed, signed and approved Loan Application;
 - iii. fully executed copies of all Agreements of Purchase and Sale
 - iv. the Canada Revenue Agency notice of assessment for the most recent tax year for all members of the Eligible Purchaser's household over the age of 18;
 - v. proof that the Eligible Purchaser is vacating a residential tenancy, in the form of a lease, correspondence from the current landlord, or a sworn affidavit;
 - vi. a copy of current photo identification for the Eligible Purchaser; and
 - vii. information used to determine Unit Eligibility.

3.4 The Proponent shall:

- (a) make available, receive and review applications for Loans, substantially in the form of the application attached hereto as Schedule "C" – Application Form in a fair and equitable manner to determine the following:
 - (i) purchaser eligibility using the Purchaser Eligibility Criteria in accordance with the criteria set out in Schedule "A" – Purchaser Eligibility Criteria; and
 - (ii) Unit Eligibility to ensure compliance with the Unit Eligibility Criteria set out in Schedule "B" – Unit Eligibility Criteria.

- (b) ensure that Eligible Purchasers are chosen through the Proponent's approved Home Ownership Program;
 - (c) review the terms and conditions of the Loan with applicants to ensure such terms and conditions are fully understood;
 - (d) assist potential Eligible Purchasers in completing applications for Loans;
 - (e) inform applicants in a timely and effective manner whether or not they have been approved for a Loan, with approved applicants to receive a letter substantially in the form of the letter attached as Schedule "G"-Letter to Eligible Purchaser;
 - (f) ensure each Eligible Purchaser attends a minimum two (2) hour home ownership education session offered by the Proponent and supported by the City.
- 3.5 The Proponent will ensure that each Loan is secured by a charge (the "Charge"), which contains, at minimum the terms set out in Schedule "D" – Terms of Loan hereto and that it has received a satisfactory legal opinion as to registration and priority of the charge, substantially in the form of the legal opinion set out in Schedule "J" – Solicitor's Opinion Letter or a satisfactory policy of title insurance in favour of the Proponent, is provided by the solicitor for the Eligible Purchaser.
- 3.6 The Second Charge shall be taken by the Proponent in its own name, but the Proponent shall receive and hold all amounts payable to or received by the Proponent under or in respect of a Loan or under or in respect of any policy of insurance on the Eligible Unit as trustee for the City to the extent of the their respective beneficial interests in each Loan up to the principal amount of the Loan and any Capital Appreciation Amount attributable thereto.
- 3.7 On the Final Closing of a given Eligible Unit, the Eligible Purchaser shall receive a credit on the statement of adjustments for the transaction for the principal amount of any Loan, provided that the Second Charge contemplated in Section 3.5 has been registered on title to such Eligible Unit.
- 3.8 It shall be the responsibility of the Proponent to administer the Second Charge, including, but not limited to preparing mortgage information and discharge statements, processing requests for postponements and registering discharges, as circumstances dictate, in a timely and reasonable manner. There shall be no fee payable to the Proponent for such administration.
- 3.9 The HOAP Funds provided to the Proponent under this Agreement and:
- (a) not allocated to Loans; or
 - (b) allocated for Loans that are then declined at Final Closing;

will be repaid to the City thirty (30) days after the last Final Closing to occur, accompanied by a Final Report on Loans as set out in Schedule “I” – Final Report on Loans hereto. The portion of such funds equal to any Capital Appreciation (as defined in Schedule “D” – Terms of Loan) thereon, shall be directed by the City into such fund as may be established by the City, from time to time, for the purpose of providing loans to Eligible Purchasers to assist in the purchase of Affordable Housing.

- 3.10 To the extent the City Charge has been replaced with a Second Charge, any of the following received by the Proponent will be repaid to the City in accordance with the provisions of Subsection 5.2(c):
 - (a) all funds on account of repayment of the principal amount of the Loan, as a result of:
 - (i) a sale or refinancing of the Eligible Unit;
 - (ii) recovery under a defaulted charge;
 - (iii) the repayment of the principal of the Loan prior to the sale of an Eligible Unit; and
 - (b) all Capital Appreciation Amounts (as defined in Schedule “D”) payable by Eligible Purchasers upon the occurrence of any event listed in 3.10(a).
- 3.11 The Proponent will assign a representative of the Proponent to act as a liaison with City staff for the purposes of this Agreement and will co-operate and work with City staff to evaluate the services provided by the Proponent pursuant to this Agreement.
- 3.12 The Proponent shall use commercially reasonable efforts to recover all monies due and owing to it under each Loan. In the event the Proponent has contributed to the principal amount of the Second Charge, the Proponent shall assign proportionately to each beneficial interest in that charge the costs to receive or to recover all monies due and owing under that charge.
- 3.13 The Proponent is responsible for implementing any City guidelines and making such adjustments to procedures, purchase price and income levels as amendments thereto dictate, within thirty (30) days of receipt of notice from the City of such amendments, provided that such amendments shall not affect any Loan previously approved by the Proponent under prior City guidelines.
- 3.14 The Proponent shall monitor the occupancy of each Eligible Unit so long as there is an outstanding Loan in a manner and with such frequency as is deemed appropriate by the Proponent, acting reasonably, and will obtain, at least annually, a Declaration of Occupancy substantially in the form of the declaration attached as Schedule “L”.
- 3.15 The Proponent agrees to comply with all reporting requirements set out herein.

- 3.16 The Proponent will maintain an adequate and appropriate administrative organizational structure sufficient to discharge its obligations pursuant to this Agreement, including those related to maintaining the on-going affordability of the Eligible Units from one Eligible Purchaser to the next, such as maintaining a waiting list of eligible purchasers and protocols regarding the timely resale of the Eligible Units.
- 3.17 The Proponent will work with Construction Connections, a workforce development training and construction sector employment pathway initiative of the City of Toronto Employment and Social Services Division, or a similar program, to make their best efforts to provide training in the construction industry by offering apprenticeship, or similar, opportunities to youth. Where possible, each union sub-trade that is awarded a contract to provide goods or services to the Project will be requested to provide apprenticeship opportunities through the program and/or make their best efforts to employ program graduates.
- 3.18 The Proponent agrees to provide all promotional and information material related to the availability of the Loans to the City for approval prior to using such material. All promotional and information material shall recognize the contributions and priority of the City of Toronto including the Affordable Housing Office (collectively, the "Government Parties"). The Proponent shall co-operate with the Government Parties in organizing press conferences, announcements and official ceremonies, such as ground-breakings and official openings. The Proponent shall inform the Government Parties of any press conferences, announcement and official ceremonies at least twenty (20) working days prior to the planned date of the event. If so instructed by the City, the Proponent shall provide and install temporary signage at a prominent location where there is visible activity related to an approved Project. The signage, including design, wording and specifications of joint signs, shall be approved by the City. Temporary signs must be removed within ninety (90) days of Project completion. Please note: Failure to comply with this provision could result in the City declining future funding requests.

4. CONDITIONS PRECEDENT TO ADVANCE OF FUNDS

- 4.1 The HOAP Funds will be advanced within thirty (30) days after receipt of the following, unless waived in writing by the Director:
- (a) a written request for an advance, on the Proponent's letterhead that sets out the total amount requested;
 - (b) a completed Home Ownership Program, as approved by the Director;
 - (c) a completed Planned Financial Commitment and Milestone Quarterly Report, substantially in the form set out in Schedule "F";

- (d) proof the Proponent has received its first building permit for the Project; and
- (e) proof of security for the HOAP Funds in the form of a charge registered in favour of the City, substantially in the form of the charge set out in Schedule "O" hereto (the "City Charge") on the Land and a legal opinion, substantially in the form of the legal opinion set out in Schedule "J" – Solicitor's Opinion Letter attached hereto, has been received by the City.

4.2 The City shall provide a partial discharge of the City Charge for each Affordable Housing Unit on:

- (a) registration of the Second Charge as that term is defined in Section 3.5, in an amount equal to the total of the HOAP Funds for the Eligible Unit; or
- (b) receipt by the City of an amount equal to the sum of the HOAP Funds for such Affordable Housing Unit, by bank draft or certified cheque;

all in accordance with the City Charge.

5. REPORTING REQUIREMENTS

5.1 The Proponent shall, within thirty (30) days of the date on which the last of the first Second Charges for each of the Eligible Units have been registered, provide the City with a final report on the use of the HOAP Funds in the form of the report attached hereto as Schedule "I" – Final Report on Loans and provide to the City:

- (a) copies of all Second Charges securing the Loans referred to above;
- (b) any refund of HOAP Funds representing Loans that were refused and were not used;
- (c) Solicitor's opinion; or title insurance policy;
- (d) such other information as may be determined by the Director, Affordable Housing Office, acting reasonably, from time to time; and
- (e) an Application Package as set out in Section 3.3 for any additional Eligible Purchasers identified in the Final Report on Loans.

5.2 The Proponent shall provide the following to the City, electronically, on a semi-annual basis, at the end of both June, and December, commencing after the first anniversary of the registration of the last Charge:

- (a) a report on sales, repayments, and default activity substantially in the form of the report attached hereto as Schedule "M" – Semi-Annual Report,

including copies of any transfer documents for the Eligible Units and copies of any correspondence or documentation relating to any default;

- (b) if there have been any sales, details of all Loans, Eligible Purchasers and Eligible Units, in the form of the List of Applicants, as set out in Schedule "E" – List of Applicants, and all supporting documentation set out in Subsection 3.3(b);
- (c) all monies received, as reported in Schedule "M"; and
- (d) such other information as may be determined by the Director, acting reasonably, from time to time.

5.3 The Proponent shall provide the following to the City on an annual basis, by December 31st each year, commencing after the first anniversary of the registration of the last Second Charge:

- (a) copies of Declarations of Occupancy for each outstanding Loan, and
- (b) a statement regarding the measures taken to monitor the occupancy of Eligible Units to ensure Eligible Units are occupied by Eligible Purchasers.

6. RECORD KEEPING REQUIREMENTS

6.1 The Proponent is responsible for retaining all documentation acquired or produced for each Loan, while that Loan is outstanding and for a period of three years after the security for such the Loan is discharged.

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1 The Proponent agrees to indemnify the City and its respective elected officials, officers, directors, employees, consultants, contractors, representatives, agents, successors and assigns (the "Released Persons") and save them harmless from one hundred percent (100%) of all damages, losses, costs and expenses incurred by all or any of the Released Persons as a result of any default by the Proponent of any of its covenants and obligations under this Agreement.

7.2 The Proponent's liability under Section 7.1 shall not exceed the HOAP Funds advanced to the Proponent, and shall not include indirect, consequential economic damages.

8. EVENTS OF DEFAULT

- 8.1 The following shall be considered events of default by the Proponent under this Agreement:
- (a) failure to use the Funds in accordance with the terms of this Agreement;
 - (b) failure to make all payments to Eligible Purchasers within five (5) years of the execution of this Agreement;
 - (c) failure to obtain the required security for the Loan, in accordance with the terms of this Agreement;
 - (d) making a Loan to a purchaser who the Proponent knew or ought to have known did not qualify as an Eligible Purchaser or with respect to a Unit that does not qualify as an Eligible Unit;
 - (e) failure to report and provide the required documentation to the City, in accordance with the terms of this Agreement;
 - (f) failure to provide to the City the annual Declarations of Occupancy, as required pursuant to Subsection 5.3(a);
 - (g) the bankruptcy, winding up or failure of the Proponent to continue to operate as a not-for-profit corporation; and
 - (h) failure to keep the records required by the terms of this Agreement.

9. REMEDIES

- 9.1 If an event of default by the Proponent occurs and the default is not corrected within thirty (30) days after written notice has been given to the Proponent, the Director may, by written notice to the Proponent:
- (a) request specific corrective or clarifying actions be taken, as determined by the Director, in her or her sole discretion;
 - (b) terminate this Agreement and demand immediate repayment of all Funds still in the hands of the Proponent not previously allocated to Second Charges; and/or
 - (c) request an assignment of all or any of the Second Charges, to the City.
- 9.2 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.

9.3 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a continuing waiver unless otherwise provided.

10. NOTICE

10.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

(a) sent by facsimile communication, and confirmed by mailing the original document so sent by prepaid mail on the same or following day, addressed as follows:

(i) **in the case of notice to the City:**

City of Toronto
Metro Hall, 55 John Street, 7th Floor
Toronto, Ontario
M5V 3C5

Attention: Director, Affordable Housing Office
Fax No.: 416-392-4219

(ii) **in the case of notice to the Proponent:**

Attention:
Fax No.:

(b) or at such other address as the party to whom notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communications transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

11. GENERAL

- 11.1 The Proponent shall, on forty-eight (48) hours prior written notice, give the City free access to such staff, documents, books, records and accounts as may be reasonably required by the City, for the purpose of verifying compliance with this Agreement. This section shall survive any expiry or termination of this Agreement.
- 11.2 The Proponent represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the Minister in the performance of its obligations under this Agreement.
- 11.3 It is understood that MFIPPA shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 11.4 The Proponent represents and warrants that:
- (a) it shall preserve the MFIPPA compliance of all MFIPPA Protected Information transferred to it by the City;
 - (b) it shall ensure the MFIPPA compliance of all MFIPPA Protected Information that it collects in the course of performing its contractual obligations; and
 - (c) it shall ensure the MFIPPA compliance of all MFIPPA Protected Information that it transfers to the City.
- 11.5 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligations on behalf of the other to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.
- 11.6 No member of:
- (a) the House of Commons or Senate of Canada; or
 - (b) the Legislative Assembly of Ontario; or
 - (c) the Municipal Council of the City; or
 - (d) any officer, director, shareholder or member of the Proponent, nor any family member of any officer, director, shareholder or member of the Proponent

shall be entitled to any benefit arising from this Agreement, including without limitation, any contract, agreement or commission arising from or related to the Program.

- 11.7 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Parties or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.
- 11.8 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 11.9 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 11.10 The headings and subheading contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 11.11 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 11.12 This Agreement shall be read with all changes of gender and number required by the context.
- 11.13 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Parties, execute and deliver to the other Parties a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 11.14 The Proponent shall not assign this Agreement without the prior written consent of the City, which consent may be withheld by either, acting in its sole discretion. Notwithstanding the foregoing or any other provisions of this agreement, it is agreed by the Parties that:
 - (a) if and to the extent that any matters, obligations or actions to be performed or undertaken by the Proponent under this Agreement require a licence

pursuant to the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c. 29 such matters, obligations and actions may be undertaken and carried out by the licensed broker selected by the Proponent in place of the Proponent's designate, provided that the Proponent shall remain responsible for all such matters, obligations and actions; and

- (b) the City will, and hereby does, consent to the assignment of this Agreement as security to any lender with whom the Proponent has arranged financing for the acquisition and construction of the Project.

11.15 Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.

11.16 No communication or dealing between the Proponent and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between the Proponent and the City as parties to this Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any communication or dealing between the City and the Proponent as parties to this Agreement will only be effective if delivered in accordance with the notice provisions set out in this Agreement. No communication or dealing between the City as a party to this Agreement and the Proponent as a party to this Agreement will relieve the Proponent from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Proponent imposed by this Agreement.

11.17 This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS THEREOF this Agreement has been executed by the Parties.

Dated at the City of Toronto this _____ day of _____, 2018.

CITY OF TORONTO

per: _____

Name: Sean Gadon

Title: Director, Affordable Housing Office

I have the authority to bind the Corporation.

Dated at the _____ this _____ day of _____, 2018.

PROPONENT

per: _____

Name:

Title:

per: _____

Name:

Title:

I/We have the authority to bind the Corporation

APPROVED AS TO FORM

.....
For Wendy Walberg
City Solicitor
File #

SCHEDULE "A"

PURCHASER ELIGIBILITY CRITERIA

A person seeking to be approved as an Eligible Purchaser must meet each of the following criteria at the time he or she applies for such approval:

- 1) must be at least 18 years old and be a legal, permanent resident of Canada;
- 2) has no ownership interest in a home;
- 3) the individual cannot be living in a spousal relationship with a person who owns a home or who has an ownership interest in a home;
- 4) must be purchasing an Eligible Unit;
- 5) the individual must be vacating a residential tenancy and must agree to occupy the Eligible Unit as his or her principal residence while he or she owns the Eligible Unit;
- 6) the total household annual income of all members of the individual's household cannot exceed at the time of application the sixtieth (60th) percentile of income for the City of Toronto or the Province of Ontario, whichever is lower, (currently \$90,500.00) as defined by the Ministry of Municipal Affairs and Housing under the Affordable Housing Program, the exact figure which will be communicated to the Proponent by the City, or such amount as the City may set from time to time. The household of an Eligible Purchaser shall be deemed to include and be limited to:
 - (i) the Eligible Purchaser;
 - (ii) any person with whom the Eligible Purchaser is living in a spousal relationship; and
 - (iii) any person over the age of eighteen (18) expected to be normally resident with the Eligible Purchaser at the time of the first occupancy of the Unit;
- 7) the application for the Loan must be supported by:
 - i) a copy of current photo identification for the Eligible Purchaser;
 - ii) an original notice of assessment from Canada Revenue Agency, for the most recent tax year for all members of the Eligible Purchaser's household over the age of 18;
 - iii) proof that the Eligible Purchaser is vacating a residential tenancy, in the form of a lease, correspondence from the current landlord, or a sworn affidavit; and
 - iv) a declaration from the Eligible Purchaser that all information provided in the application is true and correct.
- 8) the individual agrees to obtain his or her own primary financing for the purchase of the Eligible Unit.

SCHEDULE “B”

UNIT ELIGIBILITY CRITERIA

To be an Eligible Unit, a Unit must satisfy each of the following requirements:

- a) it is either detached, semi-detached, town (condominium and freehold), a stacked home, a row house or an apartment;
- b) with respect to the first sale of a Unit to an Eligible Purchaser, the Unit must not have been previously occupied and the *Ontario New Home Warranties Plan Act* must apply to it;
- c) the developer must not have received an exemption from City Planning fees, Development Charges, or other city incentives;
- d) the Original Purchase Price must be at or below the average price of a resale home in the City of Toronto (currently \$896,488.00 exclusive of HST) as defined by the Ministry of Municipal Affairs and Housing under the Affordable Housing Program, the exact figure which will be communicated to the Proponent by the City, or such amount as the City may set from time to time, acting reasonably and based on the average price of a resale home in the City of Toronto;
- e) it must be located at [address] in the City of Toronto; and
- f) the number of bedrooms must be proportionate to the household size, as set out below. An adult member is defined as a person age 18 and over. A child member is defined as a person under the age of 18:
 - i. a single adult member household is eligible for a bachelor and one bedroom unit;
 - ii. a two member household, being two adults or an adult and child, is eligible for up to a two bedroom unit;
 - iii. a three member household, being three adults, two adults and one child or one adult and two children, is eligible for up to a three bedroom unit; and
 - iv. a household with four members or more is eligible for up to a four bedroom unit.

SCHEDULE "C"

| Loan Application Form | | | | |
|---|--|-------------------------------|---|--|
| Applicant Information | | | | |
| Name: | | | Identification <i>(see list on reverse)</i> | |
| Current Address: | | | Program: <i>(Internal Use Only)</i> | |
| City: | Province: | Postal Code: | Other Funding Source: <i>(Internal Use Only)</i> | |
| Own: <input type="checkbox"/> Rent: <input type="checkbox"/> | Home Phone: | | E-Mail: | |
| Applicant Employment Information | | | | |
| Current Employer: | | | Self Employed: Yes <input type="checkbox"/> | |
| Employment Address: | | | | |
| Phone: | | E-mail: | | |
| Occupation: | | Annual Income: | Other Income: | |
| Co-Applicant Information <i>(if more than two applicants please use second form)</i> | | | | |
| Name: | | | Identification <i>(see list on reverse)</i> | |
| Current Address: | | | Program: | |
| City: | Province: | Postal Code: | Other Funding Source: | |
| Own: <input type="checkbox"/> Rent: <input type="checkbox"/> | Home Phone: | | E-Mail: | |
| Co-Applicant Employment Information | | | | |
| Current Employer: | | | Self Employed: Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Employment Address: | | | | |
| Phone: | | E-mail: | | |
| Occupation: | | Annual Income: | Other Income: | |
| Other Information | | | | |
| No. of Dependents under 18: | No. of Dependents over 18: | Down payment Amount: \$ | | |
| Cost of Upgrades: \$ | Parking Spaces Requested? 1 <input type="checkbox"/> 2 <input type="checkbox"/> | None <input type="checkbox"/> | Locker Requested? Yes <input type="checkbox"/> No <input type="checkbox"/> | |

Acknowledgement of Terms

I/We declare that I/We am/are at least 18 years old. I/We further declare that the unit purchased will be my/our primary residence. I/We further understand that a household at the time of first occupancy is defined as the applicant and/or any person with whom the applicant is living in a spousal relationship and/or any person over age eighteen expected to be resident with the applicant of the home including children, grandparents or other relatives.

I/we understand that xxxxxx. (“ ”) will be collecting personal information about me/us, including personal identifying information, financial information and employment information, from me/us as well as from other sources, including from this application form and its attachments, my/our employers, credit reporting agencies, any persons, organizations and/or financial institutions having financial dealings with me/us and any references provided by me/us.

I/we understand that xxxxx will use my/our personal information to assess my/our eligibility for funding assistance for my/our purchase of an eligible condominium unit and to process, administer, service and enforce any such funding assistance and related documents and security. I/we understand that xxxxxxx may disclose my/our personal information to funding organizations and providers, developers, government bodies and agencies, regulatory bodies, title insurers, credit reporting agencies and the proponent from whom I/we may be purchasing an eligible condominium unit, and their agents, representatives and advisors.

By signing this form I/we confirm the accuracy of the information provided by me/us and that I/we have read and understood the foregoing acknowledgment and consent to the collection, use and disclosure of my/our personal information as described.

| | |
|----------------------------|-------|
| Signature of Applicant: | Date: |
| Signature of Co-Applicant: | Date: |

Acceptable Identification

One form of photo identification is required to apply for a City of Toronto shared appreciation 2nd mortgage. The following is a list of acceptable identification:

1. A valid Canadian driver's licence
2. A valid Canadian passport
3. A Certificate of Native Indian Status
4. A Certificate of Canadian Citizenship or Certification of Naturalization
5. A Permanent Resident Card
6. A Canadian National Institute for the Blind (CNIB) client card with client photo and signature
7. A valid Ontario Photo Card

SCHEDULE "D"
TERMS OF LOAN

Principal Amount

- (1) The principal amount of the Loan.

Payments

- (2) No payments of principal or interest are due until disposition or other event of repayment (as defined in the Loan) at which time payment of the principal amount of the Loan is due in full.

Residence

- (3) The Eligible Purchaser shall be obligated to provide proof annually that the Eligible Purchaser continues to reside in the Eligible Unit.

Standard Charge Terms

- (4) Standard Charge Terms registered as Number 200033 shall be included in the Charge.

Limit of Original Mortgage Financing

- (5) The principal amount of the mortgage financing provided by the first mortgagee, the City, on closing of the purchase transaction, cannot exceed one hundred percent (100%) of the Original Purchase Price of the Unit

Repayment of Principal on Default

- (6) Upon an event of default, including the Eligible Purchaser leasing the Eligible Unit, ceasing to occupy the Eligible Unit as his or her principal residence, allowing a writ of execution to become binding against the Eligible Unit, becoming bankrupt or if it is learned that the Eligible Purchaser misrepresented his or her eligibility or that the proceeds of the Loan were used for a purpose other than the acquisition of the Eligible Unit, the outstanding principal shall be repayable in full on demand.

Repayment of Principal on Refinancing to Increase the Principal on First Mortgage

- (7) If the Eligible Purchaser refinances the first mortgage against the Eligible Unit to increase the principal amount, the Loan may become repayable at the sole discretion of the Proponent.

Repayment of Principal on Sale – Increase in Value

- (8) If the Eligible Unit is sold for more than the Original Purchase Price, the Loan shall become repayable.

Repayment of Principal on Sale – Decrease in Value

- (9) In the event the Eligible Unit is sold for less than the Original Purchase Price and the sale transaction is at arm's length or the City is satisfied that the transaction was at Fair Market Value, the principal amount of the Loan owing shall be reduced by an amount equal to the difference between the resale price and the Original Purchase Price. If the difference between the two prices exceeds the principal amount of the Loan, the Loan will be forgiven.

- (10) If the Eligible Unit is sold for less than the Original Purchase Price and the Proponent determines, acting reasonably, that the sale was not at fair market value, the principal amount under the Loan shall be repayable.

Interest Payable

- (11) If the Eligible Unit is sold for more than the Original Purchase Price, the Eligible Purchaser shall pay to the Proponent, an amount that is equal to the percentage that the principal amount of the Loan is of the Original Purchase Price of the Eligible Unit as applied to the differential between the current fair market value of the Eligible Unit and the Original Purchase Price of the Eligible Unit (the "Capital Appreciation Amount").

For example, if the principal amount owing under the Loan was \$20,000 and the Original Purchase Price was \$100,000, a sale for \$150,000 results in a repayable amount of \$30,000, as $\$20,000 + (\$50,000 \times 20\%) = \$30,000$.

- (12) If the Eligible Unit is resold for less than the Original Purchase Price and the Proponent determines, acting reasonably, that the sale was not at fair market value, the Eligible Purchaser shall pay to the Proponent an amount that is equal to the percentage that the principal amount of the Loan is of the Original Purchase Price of the Eligible Unit as applied to any positive differential between the current fair market value (as determined by the Proponent, acting reasonably) of the Eligible Unit and the original purchase price of the Eligible Unit.
- (13) If the existing first mortgage against the Eligible Unit is increased and the Proponent has exercised its discretion in favour of being repaid, the Eligible Purchaser shall pay to the Proponent an amount that is equal to the percentage that the principal amount of the Loan is of the Original Purchase Price of the Eligible Unit as applied to the differential between the current appraised value of the Eligible Unit and the Original Purchase Price of the Eligible Unit.
- (14) Upon an event of default occurring, as described in the Loan Agreement, including the Eligible Purchaser leasing the Eligible Unit, ceasing to occupy the Eligible Unit as his or her principal residence, allowing a writ of execution to become binding against the Eligible Unit, becoming bankrupt or if it is learned that the Eligible Purchaser misrepresented his or her eligibility or that the proceeds of the Loan were used for a purpose other than the acquisition of the Eligible Unit, the Eligible Purchaser shall pay to the Proponent an amount that is equal to the percentage that the principal amount of the Loan is of the Original Purchase Price of the Eligible Unit as applied to any positive differential between the current fair market value (determined by the Proponent acting reasonably) of the Eligible Unit and the Original Purchase Price of the Eligible Unit.

Prepayment of the Loan

- (15) The Eligible Purchaser may prepay the Loan upon payment of the principal amount of the Loan together with an amount that is equal to the percentage that the Loan is of the Original Purchase Price of the Eligible Unit as applied to any positive differential between the current fair market value (determined by the Proponent acting reasonably) of the Eligible Unit and the Original Purchase Price of the Eligible Unit. The Eligible Purchaser shall not be permitted to prepay only part of the Loan.
- (16) ***"Fair market value" shall mean:***
- i. the price at which the Eligible Unit is resold by the Eligible Purchaser if such transaction is an arm's length transaction; or
 - ii. where there is no arm's length agreement of purchase and sale for the resale of the Eligible Unit by the Eligible Purchaser, the fair market value of the Eligible Unit

determined by Proponent, acting reasonably.

- (17) Notwithstanding anything to the contrary contained in the Loan Agreement, amounts payable under the Loan Agreement with respect to capital appreciation shall not exceed the maximum amount of interest that does not violate applicable laws.
- (18) The Eligible Purchaser shall be responsible for any processing charges associated with the discharge of the Second Charge.
- (19) The Eligible Purchaser shall provide proof annually to Proponent, in the form of a declaration that the Eligible Purchaser continues to reside in the Unit.

SCHEDULE "E"
LIST OF APPLICANTS

Project Address: _____

| | Purchaser Name (Last name, First name) | Unit No. (if applicable) | Street Address | Purchase Price (\$) | HOAP Loan Amount (\$) | Social Housing or Waitlist Tenant? (Y/N) | Loan Application Package Submission | | | | | |
|--------|---|--------------------------|----------------|---------------------|-----------------------|---|--|---------|----------------------|--------------------|--------------------------|--------------|
| | | | | | | | Date Application package submitted to City (dd/mm/yyyy) | APS (√) | Loan Application (√) | Loan Agreement (√) | Notice of Assessment (√) | Photo ID (√) |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | |

I hereby confirm that the above mentioned Purchasers and Units comply with all provisions and eligibility requirements of the "HOAP" Program.

Name Title Signature Date

SCHEDULE "F"

PLANNED FINANCIAL COMMITMENT AND MILESTONE QUARTERLY REPORT

Project: _____ Date: _____

a) Planned Financial Commitments, Sales and Loans Allocated by Quarter

Enter the estimated amount of HOAP funding to be allocated to purchaser's each quarter by way of an executed Agreement of Purchase and Sale subject to approved funding in Section 2.4.

| Developer and Project Address | Planned Financial Commitment and Take-ups by Provincial Quarter - \$s | | | | | | | | Total Approved |
|-------------------------------|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------------|
| | 20XX | | | | 20XX | | | | |
| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | |
| | Apr-Jun | Jul-Sep | Oct-Dec | Jan-March | Apr-Jun | Jul-Sep | Oct-Dec | Jan-March | |
| SAMPLE | \$ 300 K | \$ 700 K | \$200K | | \$ 650 K | \$ 150 K | | | \$ 2 M |

b) Planning and Construction Progress (e.g. Statutory public meetings, Site Plan application submitted, permits acquired, construction start, substantial completion, etc.)

Project: _____ **Date:** _____

Sample milestone events: statutory public meetings, Site Plan application submitted, permits acquired, construction start, substantial completion, etc.)

| Key Milestone / Event | Anticipated Completion / Comments |
|-----------------------|-----------------------------------|
| 1) | |
| 2) | |
| 3) | |
| 4) | |
| 5) | |
| 6) | |
| 7) | |
| 8) | |
| 9) | |
| 10) | |
| 11) | |
| 12) | |
| 13) | |

Name

Title

Signature

Date

SCHEDULE "G"

LETTER TO ELIGIBLE PURCHASERS

_____, 20____

Dear,

Re: Your purchase of Suite xxx at

Congratulations on the purchase of your new home!

I am pleased to confirm to you that the total amount to be provided to you to assist you with your purchase at [Address] will be \$xxxxx.

This commitment is based on the Following conditions:

- You sign the enclosed copy of this letter and return it to us.
- The information that you have provided to us is true.
- You sign the loan agreement for the loan from the City of Toronto prior to taking occupancy of your suite, and that you sign the mortgage itself at the final closing of your suite.
- You obtain a first mortgage of no more than \$xxxxxxx; such that the total of the first mortgage and the charge registered to secure this loan do not exceed 100% of the purchase price.
- At the time of final closing you will have sufficient funds to pay for legal expenses and other closing costs. You will be provided with an updated guideline to assist you with this process.

If at the time of final closing the amount of your first mortgage changes, or if the amount of your deposit and cash at closing changes, then we may adjust the amount of the loan.

Sincerely,

PROPONENT

I understand and accept the terms of this mortgage commitment letter.

(purchaser)

(date)

(purchaser)

(date)

SCHEDULE "H"
INTENTIONALLY DELETED

SCHEDULE "I"
FINAL REPORT ON LOANS

Project: _____
Date: _____

| No. | Purchaser Status ¹ | Purchaser Name | Address | Unit No. (if applicable) | Postal Code | Date Loan Application Package submitted to City (DD/MM/YY YY) | Purchase Price (\$) | HOAP Loan Amount (\$) | Date Loan Advanced | Date Security Registered on Title | Mortgage/ Charge Instrument Number | Mortgage/ Charge Document Submitted to City (dd/mm/yyyy) |
|--------|-------------------------------|----------------|---------|--------------------------|-------------|--|---------------------|-----------------------|--------------------|-----------------------------------|------------------------------------|---|
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | |

I hereby confirm that the above mentioned Purchasers and Units comply with all provisions and eligibility requirements of the "HOAP" Program.

Name Title Signature Date

NOTE:
1. Identify status for each applicant:

- Unchanged - No status change from previously booked/approved loans
- New - New applicants from previously booked /approved loans
- Withdrawn - Withdrawn applicants from loans approved

SCHEDULE "J"
SOLICITOR'S OPINION

[on letterhead of Eligible Purchaser's Solicitor]

[Date]

[Proponent – Name and Address]

Dear _____,

Re: City of Toronto charge from [name of Eligible Purchaser] (the "Chargor")
[insert municipal address]

This will confirm that I have registered a Mortgage/Charge of Land (the "Charge") in favour of City of Toronto against the above mentioned lands and premises owned by the Mortgagor and described as [insert legal description of land] (the "Charged Premises").

The Charge secures the principal amount of \$[insert loan amount] and was registered as Instrument No. [insert instrument number], on [insert date]. A copy of the receipted instrument, as well as a copy of the first mortgage, is enclosed. I also verified that no executions affect the title to the Charged premises.

As of the date of registration of the Charge, only the following encumbrances against the Charged Premised have priority to the Charge: [insert details].

I trust this transaction has been completed to your satisfaction.

Yours truly,

SCHEDULE "K"

INTENTIONALLY DELETED

SCHEDULE "L"

DECLARATION OF OCCUPANCY

This will confirm that the undersigned [the Eligible Purchaser who has received a Loan] continues to occupy the property known as [insert address of property purchased] as my principal residence and at no time in the past year have I rented the property or ceased, in any way to occupy the property as my principal residence.

DATED at the City of Toronto this day of , 201____

[signature of Eligible Purchaser]

SCHEDULE "M"
SEMI-ANNUAL REPORT

Project: _____

Date: _____

Loan Summary

Project Details

Proponent: _____

Address: _____

Funding Source(s): _____

Loan Agreement Date: _____

| | |
|---|--|
| Default Loan Summary (Info Only) | |
| | |
| | |

| | Original value of all loans | | Repayment Summary | | Net Loans Outstanding | |
|------------|-----------------------------|----|-------------------|----|-----------------------|----|
| City Loans | # | \$ | # | \$ | # | \$ |

| | Repayment Summary – City of Toronto Loan | | | |
|--------------|--|-------------------------------------|---|-------------------------|
| Year | Total No. of Loans Repaid | Original Value of Loans Repaid (\$) | Value of Appreciation Paid to City (\$) | Total Paid to City (\$) |
| | | | | |
| | | | | |
| Total | | | | |

Key Agreement Terms:

Please submit Jan-June by Aug31; Jan-Dec by Feb 28th
Default Loan Summary is for information only

| |
|---|
| PROPONENT |
| Approved By: _____ (Name & position) |
| Date: _____ |

| |
|---|
| CITY OF TORONTO |
| Reviewed By: _____ (Name & position) |
| Date: _____ |

SCHEDULE "N"



Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

For Office Use Only
DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Date:
Group/Vendor/Individual Name:

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

Complete Address: _____

Email _____

Tel. No. _____

Postal Code: _____

Fax No. _____

Name of Signing Officer or Name of Applicant (Name – please print): Position

Signature: _____ **Date:** _____
Authorised Signing Officer or Individual

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca



SCHEDULE "O"

CITY CHARGE TERMS

- (a) the mortgagee shall execute and deliver forthwith, without any fee or charge whatsoever and without any principal or interest repayment hereunder, all consents and acknowledgments that may be reasonably required by the mortgagor to re-zone and/or subdivide the lands to permit the development thereof, or to register the lands under the Land Titles System and/or pursuant to the provisions of the *Planning Act* R.S.O. 1990, as amended, and/or any other legislation as well as any consents, acknowledgments and/or postponements required by the mortgagor in connection with the entering into of any subdivision agreement, condominium agreement, site plan agreement, engineering agreement, development agreement or similar agreement with any governmental authorities and/or any public or private utilities;
- (b) the mortgagor shall be entitled to demolish and remove any existing buildings and structures situate on the Property, and shall also be entitled to excavate, grade and/or commence and complete construction and servicing operations upon the Property, all without same being deemed an act of waste hereunder, and without triggering any payments thereunder and/or without such acts triggering any acceleration;
- (c) the mortgagee shall execute and deliver forthwith, without any fee or charge whatsoever and without any principal or interest repayment hereunder, partial discharges for any portion or portions of the mortgaged lands reasonably required to be conveyed to any governmental authority in connection with the servicing, subdivision, condominium registration and/or development of the mortgaged lands, including but not limited to, in connection with the giving of any road widenings, one foot reserves, park dedications, or other land contribution(s);
- (d) the mortgagee shall forthwith consent and/or postpone its rights under the mortgage to any and all easements required to be given by the mortgagor to any governmental authority or utility provider in connection with the servicing, subdivision, condominium registration and/or development of the mortgaged lands and shall enter into any subdivision agreement, servicing agreements, site plan agreement and other agreements and documentation as may be required by the mortgagor so long as the mortgagee incurs no liability thereunder;
- (e) the mortgagee: (A) agrees to enter into a subordination and unlimited (except as provided below) standstill agreement in a form acceptable to the mortgagee and the mortgagor's construction lender (described in (B) of this paragraph (e), which shall include an agent representing a syndicate of construction lenders), each acting reasonably, which agreement permits the mortgagee to collect any amounts owing to it by the mortgagor that are secured by the mortgage provided that the mortgagor is not in default under the construction loan, and whereby the mortgagee shall agree to execute such other documents and agreements as may be reasonably requested by such construction lender with respect to such subordination and unlimited standstill agreement; and (B) agrees to postpone and subordinate the mortgage to: (i) any bona fide construction financing obtained by the mortgagor to facilitate the redevelopment of the Property; and (ii) to any mortgage registered in favour of the issuer of a Tarion deposit bond and/or any excess condominium deposit insurance;
- (f) Standard Charge Terms No. 200033 shall be utilized for this Charge and paragraph 14 of said Standard Charge Terms shall not apply to this Charge;
- (g) in the event of any conflict or inconsistency between any provisions of the standard charge terms incorporated by reference in this charge and this schedule, then the terms of this schedule shall prevail to the extent of any conflict or inconsistency; and

- (h) On a minimum of fifteen (15) days' notice, the mortgagee will provide partial discharges of the mortgage, when requested by the mortgagor to facilitate the sale of a unit to an eligible purchaser and on the terms and conditions set out below:
1. registration of the second charge in an amount equal to the total of the HOAP Funds for the unit; or
 2. receipt by the mortgagee of an amount equal to the sum of the HOAP Funds for such unit, by bank draft or certified cheque;

APPENDIX 6.3

RFP DEFINITIONS AND CITY POLICIES

6.3.1 RFP Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context.

“**Affordable Home Ownership Housing**” means permanent ownership housing units priced at or below the average resale price for homes in the City of Toronto, as defined by the Ministry of Housing on a quarterly basis under the Investment in Affordable Housing Program – Homeownership Component.

“**Affordable Housing**” means Housing that is affordable to individuals and households with an income at or below the sixtieth (60th) percentile of income for the City of Toronto or the Province of Ontario, whichever is lower, as defined by the Ministry of Housing on an annual basis under the Investment in Affordable Housing Program – Homeownership Component.

“**City**” means the City of Toronto.

“**CMHC**” means Canada Mortgage and Housing Corporation.

“**Council**” means City of Toronto Council.

“**Delivery Agreement**” means the contract to be entered into between a Successful Proponent and the City setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent(s) through the City of Toronto’s Home Ownership Assistance Program through this RFP, substantially in the form of the agreement attached as Appendix 6.2.

“**Home Ownership Assistance Fund**” or “**Program Funding**” means the City of Toronto fund dedicated to assisting with the development of Affordable Home Ownership Housing and the purchase of these homes through the City’s Home Ownership Assistance Program.

“**Home Ownership Assistance Program**”, “**HOAP**”, or “**the Program**” means the City of Toronto’s Home Ownership Assistance Program, as enabled by the City’s Home Ownership Assistance Fund, as outlined in Appendix 6.1.

“**May**” and “**should**” used in this RFP denote permissive (not mandatory).

“**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56.

“**Must**”, “**shall**” and “**will**” used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be non compliant and will not be considered for contract award.

“**Non-Profit**” means a corporation, no part of the income of which is payable to or otherwise available for the personal benefit of a member or shareholder thereof.

“**Planning Act**” means the *Planning Act*, R.S.O. 1990, c. P.13

“**Project**” means a new affordable ownership housing development.

“Program Loan” means a home ownership assistance loan provided to an eligible purchaser by a Successful Proponent under the City of Toronto’s Home Ownership Assistance Program and secured by a second mortgage on title of an eligible unit.

“Proponent” means a Non-Profit that submits a Proposal. In the case of a consortium, one member of the consortium must be identified as the Proponent with whom the City may enter into an Agreement.

“Proposal” means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“RFP” means this Request for Proposal package in its entirety, inclusive of all appendices and any bulletins or Addenda that may be issued by the City.

“Successful Proponent” means a Non-Profit Proponent whose Proposal, as determined by City staff through the evaluation analysis described in the RFP, provides high value in meeting the City’s requirements, and is approved for an allocation from the Program fund by Council.

6.3.2 Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,

- a) any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
- b) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- c) all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- d) all references to time shall be deemed to be references to current time in the City;
- e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- f) any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;
- g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- h) all index and reference numbers in the RFP or any related City document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

6.3.3 City Policies

Proponents are expected to respect and follow the City's policies with respect to the following:

6.3.3.1 Access, Equity and Diversity

The City of Toronto is committed to the principles of Access, Equity and Diversity as set out in the City of Toronto Statement of Commitment to Creating an Accessible City: www.toronto.ca/affordablehousing/pdf/accessible_city.pdf. Toronto values the contributions made by all residents and believes that diversity makes the City stronger.

The City also supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA) and will establish policies, practices and procedures which are consistent with the standards established under the AODA. The Affordable Housing Office encourages its partners to work progressively toward meeting these policies, goals and the requirements of existing legislation.

The City of Toronto is committed to ensuring access to its programs and services and building an inclusive society for everyone. Please visit the City's Diversity website for more information: www.toronto.ca/diversity/index.htm.

6.3.3.2 City of Toronto Lobbyist Registry

The City of Toronto now has a lobbying bylaw that applies to procurement processes and planning applications including this RFP. The bylaw outlines a system of registration of lobbying activities and regulates the conduct of lobbyists in regards to all City officials including members of Council and staff.

Lobbying includes any form of communication be it direct contact, oral, written or electronic communication with public officials, including elected officials and staff, on subject matters including procurement of goods and services, the awarding of contracts and the approval or denying of an application for planning approval or permit.

No lobbying is permitted from the time of issuance of a procurement call until the time of award.

To find out more about this new bylaw consult the City's website at <http://www.toronto.ca/lobbying/index.htm> or call a Registry Advisor at 416 338-5858 or email lobbyistregistrar@toronto.ca.

APPENDIX 6.4

RFP PROCESS TERMS AND CONDITIONS

Table of Contents

- (i) Proponent's Responsibility
- (ii) City Contacts and Questions
- (iii) Addenda
- (iv) Exceptions to Mandatory Requirements, Terms and Conditions
- (v) Omissions, Discrepancies and Interpretations
- (vi) Incurred Costs
- (vii) Post-Submission Adjustments and Withdrawal of Proposals
- (viii) No Collusion
- (ix) Prohibition Against Gratuities
- (x) Acceptance of Proposals
- (xi) Verification
- (xii) Conflicts of Interest
- (xiii) Ownership and Confidentiality of City-Provided Data
- (xiv) Ownership and Disclosure of Proposal Documentation
- (xv) Intellectual Property Rights
- (xvi) Failure or Default of Proponent
- (xvii) Governing Law

(i) Proponent's Responsibility

It shall be the responsibility of each Proponent:

- to examine all the components of this RFP, including all appendices, forms and addenda;
- to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- to become familiar, and (if it becomes the successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at <http://www.toronto.ca/calldocuments/policy.htm>

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

(ii) City Contacts and Questions

The City invites questions concerning this RFP in writing. All questions should be sent by email to Crystal Leung, Assistant Housing Development Officer, Affordable Housing Office, at crystal.leung@toronto.ca.

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of an agreement is entered into with the successful Proponent, no communication with respect to this matter shall be made by any Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the City's Procurement Processes Policy provides that any Proponent found in breach of the policy may be subject to disqualification from this RFP or a future RFP or calls at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

http://www.toronto.ca/citybusiness/pdf/policy_procurement_process.pdf

http://www.toronto.ca/legdocs/municode/1184_140.pdf

http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

(iii) Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at www.toronto.ca/affordablehousing. The City will post Addenda with all questions and answers on the Affordable Housing website. Questions should be sent by email to Crystal Leung, Assistant Housing Development Officer, Affordable Housing Office, at crystal.leung@toronto.ca.

The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals. The City's Affordable Housing Office will make reasonable efforts to issue the final Addendum (if any) by January 17, 2018.

Proponents and prospective Proponents should monitor the website www.toronto.ca/affordablehousing as frequently as they deem appropriate, until the day of the Closing Deadline.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

(iv) Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

(v) Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than three days before the Closing Deadline. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an

Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

(vi) Incurred Costs

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

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

(vii) Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. A Proponent may withdraw its Proposal at any time prior to the Closing Deadline by notifying the contact for the Affordable Housing Office designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

(viii) No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

(ix) Prohibition against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

(x) Acceptance of Proposals

The City shall not be obliged to accept any Proposal in response to this RFP. The City may, without incurring any liability or cost to any Proponent:

- (i) accept or reject any Proposal at any time;
- (ii) waive immaterial defects and minor irregularities in any Proposals;
- (iii) modify and/or cancel this RFP prior to accepting any Proposal;
- (iv) award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

(xi) Verification

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

(xii) Conflicts of Interest

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise its performance. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. All members of the Proponent's team must be acting at arms ' length to each other.

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

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

(xiii) Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Proponent in connection with, or arising out of this RFP, the acceptance of any Proposal:

- i) is and shall remain the property of the City;
- ii) must be treated by Proponents as confidential;

- iii) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

(xiv) Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:

- (i) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
- (ii) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

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

Each Proponent's name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to *MFIPPA*.

(xv) Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

(xvi) Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future RFPs issued by the City. In addition, the City may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

(xvii) Governing Law

This RFP and any Proposal submitted in Proposal to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

APPENDIX 6.5

MANDATORY FORM 1

PROPOSAL SUBMISSION FORM

| Proponent/Property Owner(s) Information | |
|---|---|
| This Proposal is submitted by: | |
| Name(s) | |
| <i>(Please provide the full legal name)</i> | |
| Company Name (if applicable) | |
| Address (for business mail) | |
| Phone | Fax |
| E-mail | |
| <p>I/we hereby submit a Proposal for <i>Non-Profit Home Ownership Assistance Funding, Toronto Home Ownership Assistance Program</i> as described within the Request for Proposals for the above named project.</p> <p>I/we have carefully reviewed the RFP including all appendices and have a clear and comprehensive understanding of the requirements.</p> <p>I/we have submitted all the relevant information and if selected, agree to use the funding in accordance with the RFP's terms, conditions and specifications, as described in our Proposal as submitted, and pursuant to the Contribution Agreement with the City of Toronto.</p> <p>I/we agree that this submission is being made without any collusion or fraud.</p> <p>I/we acknowledge receipt of the following addenda by number and date (if applicable):</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> | |
| I/WE AGREE THAT THE CONTENTS OF THIS SUBMISSION ARE ACCURATE AND TRUTHFUL. | |
| Signature of authorized signing officer | Signature of authorized signing officer |
| _____ | _____ |
| Name (<i>print</i>): | Name (<i>print</i>): |
| Date: | Date: |

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL AND WILL NOT BE ACCEPTED.

IF THIS FORM IS BEING SIGNED BY AN AGENT OF THE OWNER, THE "AUTHORIZATION OF AGENT" SECTION MUST BE SIGNED AND SUBMITTED OR THE PROPOSAL WILL BE DECLARED INFORMAL AND WILL NOT BE ACCEPTED.

APPENDIX 6.6
MANDATORY FORM 2

**POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE
PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL / REQUEST**

To ensure fair and equal treatment in its competitive procurements, the City of Toronto will undertake to:

1. Disallow proponents from submitting a Proposal in which the Proponent has participated in the preparation of the call document.
2. A Proponent who fails to comply with result in disqualification of their response to the call.

Did you, the proponent, assist the City of Toronto in the preparation of this Request for Proposal call?

Specify: Yes No

For a copy of the City of Toronto Policy, visit the website at:
<http://insideto.toronto.ca/purchasing/pdf/bidsfromexternalparties.pdf>

APPENDIX 6.7

MANDATORY FORM 3

DECLARATION CONFIRMING THE ABSENCE OF ANY CONFLICTS OF INTEREST

I, _____
Print (Proponent or an authorized signing officer of the Proponent)

hereby acknowledge that it is the Proponent's responsibility to ensure that all contracts entered into, with respect to any parties involved in the Project, are to be at arm's length from both the Proponent and other contracting parties, and that any contracts with parties with whom the Proponent or other contracting parties are not at arm's length will be considered a conflict of interest and will disqualify the Proponent for funding.

Further, I understand that the City of Toronto reserves the right to verify any information provided in the Proposal.

Signature: _____

Name of the Proponent: _____

Date: _____

APPENDIX 6.8

MANDATORY FORM 4

DECLARATION OF COMPLIANCE WITH ANY-HARASSMENT / DISCRIMINATION LEGISLATION & CITY POLICY



Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

Complete Address: _____ Email _____

Tel. No. _____

Postal Code: _____ Fax No. _____

Name of Signing Officer or Name of Applicant (Name - please print): Position

Signature: _____ Date: _____
Authorised Signing Officer or Individual

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca



For Office Use Only
DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Date: _____
Group/Vendor/Individual Name: _____

Date:

APPENDIX 6.9

MANDATORY FORM 5

RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT EMPLOYEES FOR CITY CONTRACTS*

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date. Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

1. As an independent contractor/consultant
2. As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
3. As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Name:

***Notes:**

1. **Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and**
2. **Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.**

APPENDIX 6.10

MANDATORY FORM 6

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to offer products/services that are environmentally preferred.

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

- a. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy efficient lighting, and photocopiers capable of double sided photocopying.
- b. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
- c. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
- d. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
- e. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
- f. Have a long service-life and/or can be economically and effectively repaired or upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/Proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests, Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, visit the website at http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf

State if environmentally preferred products are being used: YES NO

We encourage the use of environmentally preferred products. List environmentally preferred products being used in the development. E.g. energy efficient appliances, geothermal heating and cooling etc.

APPENDIX 6.11
SUBMISSION CHECKLIST

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| Submissions must include one (1) original version (clearly marked as such on its first page) of the Proposal Document (Section 3.0 and all appendices) and four (4) identical copies. | |
| Mandatory: A Completed Proposal as described in Section 3.0 contains: | |
| 3.1 (i) Letter of Introduction | |
| 3.1 (ii) Table of Contents | |
| 3.1 (iii) Executive Summary | |
| 3.2 (i) Proponent Profile | |
| 3.2 (ii) Experience and Qualifications | |
| 3.3 Housing Development Plan | |
| 3.4 Program Loan Delivery and Administration Plan | |
| 3.5 Mandatory Forms (Appendices 6.5, 6.6, 6.7, 6.8, 6.9 and 6.10) | |