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# Appendix "A"

## RFP PROCESS TERMS AND CONDITIONS

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## **1. Proponent's Responsibility**

It shall be the responsibility of each Proponent:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- (c) to become familiar, and (if it becomes a 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 or 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.

## **2. City Contacts and Questions**

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contact" in the Notice to Potential Proponents.

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 any ensuing contract award, no communication with respect to this matter shall be made by any potential 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 potential 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 the call or a future call 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/citybusiness/pdf/policy_procurement_process.pdf)

[http://www.toronto.ca/legdocs/municode/1184\\_140.pdf](http://www.toronto.ca/legdocs/municode/1184_140.pdf)

[http://www.toronto.ca/lobbying/pdf/interpretation-bulleting\\_lobbying-procurements.pdf](http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf)

### **3. 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](http://www.toronto.ca/affordablehousing) . Proponents and prospective Proponents SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. 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.

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

The City's Affordable Housing Office will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

### **4. 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.

### **5. 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 the deadline for questions. 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.

### **6. 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.

### **7. 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 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.

After the Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

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.

## **8. 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.

## **9. 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.

## **10. 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:

- a) accept or reject any or all Proposal(s) at any time;
- b) waive immaterial defects and minor irregularities in any Proposals;
- c) modify and/or cancel this RFP prior to accepting any Proposal;
- d) 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.

## **11. 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.

If, in the opinion of the City, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the services).

## **12. Conflicts of Interest**

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Services. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

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.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

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.

## **13. Ownership and Confidentiality of City-Provided Data**

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

- a) is and shall remain the property of the City;
- b) must be treated by Proponents and prospective Proponents as confidential;
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

## **14. 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:

- a) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
- b) 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*.

#### **15. 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.

#### **16. 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 tenders or RFP issued by the City for a period of one year. In addition, the City may abandon the City's legal 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.

#### **17. Governing Law**

This RFP and any Proposal submitted in response 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 "B"

### PROPOSAL SUBMISSION FORM

(a) REQUEST FOR PROPOSAL NO. AHO2014-01

RFP For Selection of an Experiences Non-profit/Co-operative Affordable Rental Housing Provider to Acquire, Renovate and Operate an Available Rooming House in Ward 14, Parkdale-High Park  
**CLOSING: December 14, 2018, 12:00 NOON (local time)**

I/WE HEREBY SUBMIT MY/OUR PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THE REQUEST FOR PROPOSAL DOCUMENT FOR THE ABOVE NAMED PROJECT.

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE PROPOSAL DOCUMENT AND OUR SUBMISSION. I/WE AGREE THAT THIS SUBMISSION IS BEING MADE WITHOUT ANY COLLUSION OR FRAUD.

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_  
 ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_  
 ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

**SUBMITTED BY:**

\_\_\_\_\_  
 (PROPONENT'S FULL LEGAL NAME)

ADDRESS: \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
 \_\_\_\_\_ FAX NO. \_\_\_\_\_  
 \_\_\_\_\_ EMAIL: \_\_\_\_\_  
 \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED SIGNING OFFICER

\_\_\_\_\_  
 PRINTED NAME OF SIGNING OFFICER

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.**



# Appendix "C"

## STANDARD SUBMISSION FORMS (MANDATORY)

### 1. 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:

- ♦ disallow bidders/proponent from submitting a bid to any Tender, Quotation, or Proposal call in which the bidders/proponent has participated in the preparation of the call document; and
- ♦ a bidder/proponent who fails to comply will result in disqualification of their response to the call/request.

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://www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf>

### 2. 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:

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

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

- 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.

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:**

---

**Name:**

---

**Name:**

---

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information contact:

Manager, Corporate Purchasing, Policy & Quality Assurance  
18<sup>th</sup> Floor, West Tower, City Hall, (416) 392- 0387

For a copy of the City of Toronto Policy, visit the website at

[http://www.toronto.ca/calldocuments/pdf/former\\_employees.pdf](http://www.toronto.ca/calldocuments/pdf/former_employees.pdf)

### **3. 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 offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s)

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:

1. 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.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.

3. 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.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. 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.
6. Have a long service-life and/or can be economically and effectively repaired to 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](http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf)

**State if environmentally preferred products are being offered:**      YES       NO

**Explain the environmental benefits of the work to be done and the products and materials to be used. Attach additional pages if necessary.**

Date:

Group/Vendor/Individual Name:

**4. 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. 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 Proponent (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:..**

*Authorized Signing Officer or Individual*

**Date:**

Multilingual Services: 311 and TTY 416-338-0889. Further information: [www.toronto.ca/diversity.ca](http://www.toronto.ca/diversity.ca)

# Appendix "D"

## PHASE ONE DECLARATION FORM

*Phase One is a mandatory Pass/Fail to qualify to obtain a Conditional Letter of Commitment from the City. Proponents must be able to answer yes to all of the questions in D-1 and submit the documents set out in D-2 to the satisfaction of the City in order to achieve a 'Pass'.*

**Note:** *For the purposes of all submission requirements, the word "Proponent" shall be read to include all component parts of the legal entity responding to this Request for Proposals. If, for example, the Proponent is a new corporation, a corporation to be incorporated if successful, a joint venture or a partnership, at least one component of that Proponent must be able to answer "yes" to each of the questions in D-1 to qualify in future stages. It is not necessary for all components of a Proponent to be able to answer "yes" to each question, so long as one component is able to do so.*

### D-1 EXPERIENCE OF THE PROPONENT

The Proponent has:

- Directly operated affordable or social housing of 4 units or more for a minimum of 5 years.

Yes\_\_\_\_\_ No\_\_\_\_\_

Name and address: \_\_\_\_\_

Number of years: \_\_\_\_\_

- Is not and never has been in default under the terms of any financing or operating agreement with any government ministry, municipality or financial institution.

Yes\_\_\_\_\_ No\_\_\_\_\_

- The Board of Directors of the Proponent has approved the potential purchase of a rooming house

Yes\_\_\_\_\_ No\_\_\_\_\_

Signature:

.....  
**I have authority to bind the corporation**

## **MANDATORY PHASE ONE RFP SUBMISSION REQUIREMENTS**

### **PROPOSAL STRUCTURE**

The City has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The City may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals must address the RFP content requirements as outlined herein and must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation.

Each Proposal should:

- a) Be limited to preferably 12 pages, double sided, minimum 11 point font, with unlimited appendices;
- b) Consist of one (1) original (clearly marked as such on its cover or first page) and eight (8) full identical photocopies ; and
- c) Include a table of contents, page numbers and delineating tabs identifying all contents.

Proponents must submit all required Phase One documents, which includes:

#### **1. MANAGEMENT PLAN**

The Management Plan must include the following:

- a) Details on the proposed staffing and property management model;
- b) Details of proposed tenant selection and intake processes plus an outline of the supports to be provided, if confirmed;
- c) Proposed project management model, identifying how the property will be managed in a state of good repair and financial sustainability, including anticipated annual capital reserve contributions.
- d) A staffing model for successful operation of the property.

#### **2. MANAGEMENT QUALIFICATIONS**

Management qualifications must demonstrate the proponent's experience delivering affordable or social housing, including:

- a) References for housing projects managed over the past five years by the Applicant or the alternative property manager including:
  - i. A contact name and position title, postal address, telephone number, email and website, if any.

ii. A description of the project, highlighting the number of units, location, type of residents, tenure, age of building, specific features.

b) A list of key consultants, organizations and individuals known at this time that would be involved in property management and support services and an outline of their duties and responsibilities to be assumed

**3. DETAILS OF ANY PROPOSED OR CONFIRMED SOURCES OF CAPITAL OR OPERATING FUNDING**

Copies of all documents confirming any capital or operating funds should be included in the submission. Describe also any other proposed funding sources, and the status of those applications.

**4. PROOF OF FINANCIAL VIABILITY**

This shall include:

a) Copies of the Proponents' Articles of Incorporation or Letters Patent, the general and borrowing bylaws, and a list of the directors.

If the Applicant has been formed through a partnership or other joint venture form to develop and/or manage this project, information about each member organization. Describe the legal nature of the relationship and the roles and responsibilities of each party. Provide details of how and when the parties have worked together in the past.

If a subsidiary corporation is to be used for development or management purposes, information on both the parent and subsidiary corporations

b) Audited financial statements or annual report for the two (2) most recent years available including reserve funds.

OR

A letter from its financial institution or accountant providing assurance to the City that the Proponent has been, and is financially viable and solvent as a going concern, it has the financial capacity to complete this project, and that the undertaking of this project will not put any undue financial burden on the Applicant.

**5. A PUBLIC ENGAGEMENT PLAN**

This will outline how the community will be informed and engaged about the renovation work and ongoing operation of the building. This will include consideration for:

- How to build "trust" in the area impacted by the proposal;
- Who the audience or "public" is who will be impacted by the rooming house project;
- and

- Processes for ensuring that the public's voice is heard, evaluated and recorded as part of the Development Application review process.

*In addition to the above submission requirements, all Proponents must submit the following standard bid forms (provided in Appendix C) in Phase One:*

- **Form 1 (Proposal Submission Form)** completed and signed by an authorized official of the Proponent.
- **Form 2 (Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request)** completed as indicated.
- **Form 3 (Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts)** completed as indicated, if applicable.
- **Form 4 (Environmentally Responsible Procurement Statement)** completed as indicated, if applicable.
- **Form 5 (Declaration of Compliance with Anti-Harassment/ Discrimination Legislation & City Policy)**



## Appendix "E"

### PHASE TWO SUBMISSION REQUIREMENTS

The following should be included in the proposal submitted.

#### 1. OFFER TO PURCHASE

- (a) a copy of the signed agreement of purchase and sale for a Rooming House property, conditional on City financing, in accordance with the terms and conditions of this Request for Proposals;
- (b) A current property appraisal completed by a qualified third-party professional.

***Proponents Must Complete the Below Project Description Forms***

#### 2. PROJECT DETAILS

**Table 1. Project Details**

1	Municipal Address			
2	Ward Number			
3	Current Number of Dwelling Rooms			
4	Proposed Number of Dwelling Rooms			
5	Total Gross Residential Floor Area			
6	Total Gross Non-Residential Floor Area			
7	Renovation Start Date			
8	Expected Renovation Completion Date			
9	Number of rooms/units	Dwelling Rooms	Bachelor Units	1 Bedroom Units



Please provide details on the anticipated development timeline, indicating all estimated dates leading up to occupancy.

<b>Milestone</b>	<b>Date</b>
Closing date	
Planning approval(s) (eg. Site plan, minor variance)	
Tenant relocation	
Renovation start	
Renovation completion	
Occupancy/tenant return	

## 2. CAPITAL BUDGET

A capital budget for the purchase and any renovations detailing the following. If not applicable, please enter zeros.

**Table 2. Hard Costs**

		Total Cost		Per Unit
10	Purchase Price			
11	Land Transfer Tax			
12	Legal Closing Costs			
13	Estimated Renovation Costs (incl HST)			
14	Appliances/Furniture			
15	Other (eg. Not included in Line 10, list)			
16	Contingency & Escalation (not included line 10, include %)	Cost	%	
<b>A</b>	<b>Hard Costs Total</b>			

**4. TENANT RELOCATION, ASSISTANCE, AND IMPLEMENTATION PLAN**

In the event that the renovation plan for the identified rooming house property requires that current tenants relocate during the renovation, a relocation plan for all existing tenants will be required.

If this applies applicable, please provide the information below. Attach additional pages if necessary.

	When and where tenants would be relocated	
	Policy on how they would return to the building once renovations are completed, e.g. how will units be assigned, estimated rents, details of how many tenants will be returning. Attach additional pages if necessary.	
	Cost of relocation/assistance	

**Table 3. Soft Costs**

	<b>Soft Costs</b>	<b>Total Cost</b>	<b>Per Unit</b>
17	Architectural		
18	Structural (indicate if in Architectural fee)		
19	Mechanical & Electrical (indicate if in Architectural fee)		
20	Fire/Code/Cost/Quantity Surveyor		
21	Development Consultant / Project Manager		
22	Other (specify)		
23	Building and Property Appraisal		
24	Legal Fees		

25	Community Consultation and Communications		
26	Tenant Relocation and Assistance		
27	Insurance during construction/renovation		
28	Soft Cost Contingency		
<b>B</b>	<b>Soft Costs Total</b>		

**Table 4. Total Project Costs**

	<b>Total Project Cost</b>	<b>Total Cost</b>	<b>Per Unit</b>
29	Hard Cost Total (A)		
30	Soft Cost Total (B)		
<b>C</b>	<b>TOTAL PROJECT COST (total above two lines)</b>		
31	HST included in Total project Cost		

**OPERATING PLAN & OPERATING BUDGET**

**Table 5. Current and Proposed Rents and Building AMR Calculations**

<b>Unit Type</b>	<b>Number of Units</b>	<b>Average Size</b>	<b>Average Monthly rent</b>	<b>Total rent for this line</b>
<b>Current Rooms / Units</b>				
Dwelling Room				
Bachelor				
1 Bedroom				
<b>Proposed Rooms / Units</b>				
Dwelling Room				
Bachelor				
1 Bedroom				



**Table 6. Operating Revenue**

		<b>Amount/Year</b>
32	Gross Rental Income	
33	Other Sources of Revenue (specify)	
34	Gross Project Revenue (total above two lines)	
35	Minus Vacancy Allowance (specify %)	
36	Minor allowance for Bad Debt (specify %)	
<b>NET PROJECT REVENUE</b>		

**Table 7. Operating Expenses**

	Administration Costs (estimated) (eg. Bookkeeping, audit, legal phone, etc.)	
	Property management (estimated)	
	Staff salaries/Benefits (estimated)	
	Utilities (heat/electricity/water/sewer/garbage) (estimated)	
	Repairs and Maintenance (estimated)	
	Capital reserve contributions	
	Property Taxes	
	Other Operating Expenses (eg. Insurance) (estimated)	
	Contingency (minimum 1% of expenses less mortgage payment) (estimated)	
	Mortgage Payments (estimated)	
	<b>TOTAL PROJECT EXPENSES</b>	
	<b>OPERATING SURPLUS/DEFICIT</b> (ie. Net Project Revenue less Total Project Expenses)	





# Appendix "F"

## Sample Conditional Letter of Commitment



Date: January XX, 2019

[Applicant]

**Re: Acquisition, Renovation and Operation of a Rooming Housing Property in Ward 4, Parkdale-High Park**

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Thank you for responding to RFP AHO 2018XX. Based on your submission, we are pleased to advise you that [Group name] has been conditionally approved for funding in the amount of \$1.5 million for the acquisition and operation of a rooming house property in Ward 4, Parkdale-High Park, and up to \$1.0 million for eligible renovations.

The funding for your project is conditional upon successful completion of Phase Two of the RFP process detailed in Appendix "E" of the RFP before any other proposal that successfully complies with Appendix "E".

The successful proponent in Phase Two will be required to enter a Contribution Agreement with the City of Toronto outlining the terms and conditions under which financial support will be provided to the successful proponent, substantially in the form of the CA attached to RFP 'AHO 2018-XXX'.

Please note, the City has issued a conditional letter of Commitment to other proponents under the RFP. The funding for a rooming house acquisition and renovation will be awarded to the first Proponent who submits a Phase Two proposal that scores 80%.

Proposals will be accepted until **September 1, 2019** or until the City has selected a Proponent, whichever occurs first.

Thank you for your interest in this project and we look forward to working with you further.

Yours truly,

Sean Gadon  
Director  
Affordable Housing Office

## Appendix "G"

### REFERENCE LINKS

1. Zoning By-law 438-86, Section 6 – Residential districts:  
<http://trinitybellwoods.org/wp-content/uploads/2012/06/City-of-Toronto-Zoning-By-Law-438-86-Section-6-Residential-Districts.pdf>  
  
Zoning By-law 438-86, Section 8 – Mixed use districts:  
<http://trinitybellwoods.org/wp-content/uploads/2012/06/City-of-Toronto-Zoning-By-Law-438-86-Section-8-Mixed-Use-Districts.pdf>  
  
Zoning By-law 569-2013, Chapter 150(25) – Specific use regulations:  
[https://www.toronto.ca/zoning/bylaw\\_amendments/ZBL\\_NewProvision\\_Chapter150\\_25.htm#150.25.50](https://www.toronto.ca/zoning/bylaw_amendments/ZBL_NewProvision_Chapter150_25.htm#150.25.50)  
  
Zoning By-law 569-2013 – Interactive Zoning Map:  
[http://map.toronto.ca/maps/map.jsp?app=ZBL\\_CONSULT](http://map.toronto.ca/maps/map.jsp?app=ZBL_CONSULT)
2. Report to the Affordable Housing Committee, "Potential Rooming House Property Acquisition and Modernization in Ward 14 Parkdale-High Park":  
  
<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2018.EX36.38>
3. Toronto Municipal Code Chapter 285 "Rooming Houses":  
<https://www.toronto.ca/wp-content/uploads/2018/01/8fab-Rooming-Houses-Chapter285.pdf>
4. Investment in Affordable Housing for Ontario (2014 Extension) Program Guidelines (pg. 23)  
<http://www.mah.gov.on.ca/AssetFactory.aspx?did=12338>