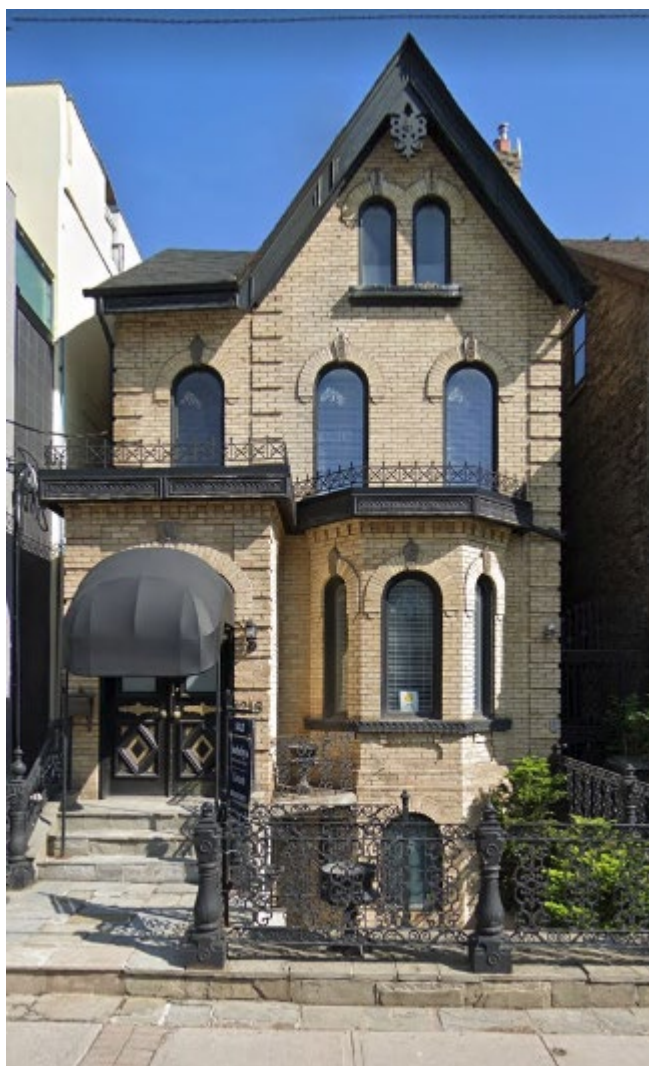


**Request for Proposals from
Indigenous Non-Profit Housing Providers
To Lease and Operate Affordable Rental
Housing at 218 Carlton Street**

December 2, 2020



NOTICE TO POTENTIAL PROPONENTS

REQUEST FOR PROPOSALS FROM INDIGENOUS NON-PROFIT HOUSING PROVIDERS TO LEASE AND OPERATE AFFORDABLE RENTAL HOUSING AT 218 CARLTON STREET

Please review the attached document and submit your Proposal electronically to:

HousingSecretariatRFP@toronto.ca by the closing deadline of:
12:00 p.m. noon (local Toronto time) on Friday January 15, 2021

Proposals will not be considered unless received electronically by the date and time specified above. Submissions by facsimile or delivered by mail or courier will not be accepted.

City Contact: Erik Hunter, Manager of Housing Development (Acting), Housing Secretariat Metro Hall, 7th Floor, 55 John Street, Toronto, ON, M5V 3C6 All questions should be sent by email to Sarah Power, Housing Development Officer, Housing Secretariat, at: Sarah.Power@toronto.ca All questions will be answered in writing by way of Addenda published on the Housing Secretariat website at: Open Requests for Proposals – City of Toronto
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INFORMATION SESSION	Wednesday December 16, 2020 2pm online
INFO SESSION ADDENDUM (additional Addenda will follow as needed)	December 21, 2020
DEADLINE FOR QUESTIONS (to be submitted in writing)	5pm Thursday January 7, 2021
FINAL ADDENDUM	January 12, 2021

The City of Toronto will not be held responsible for documents not submitted in accordance with these instructions.

PROPONENT / COMPANY NAME:	
RFP NAME:	Request For Proposals From Indigenous Non-Profit Housing Providers To Lease And Operate Affordable Rental Housing At 218 Carlton Street
CLOSING DEADLINE:	12 pm noon Friday January 15, 2021
DELIVER TO:	HousingSecretariatRFP@toronto.ca

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1.0 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals ("RFP") is to select an Indigenous non-profit housing provider to lease and operate 218 Carlton Street (the "Property") as long-term affordable rental housing.

The Successful Proponent chosen by the City of Toronto (the "City") through this RFP process will enter into a 50 year lease at nominal rent and an operating/reporting agreement ("Contribution Agreement") with the City.

This RFP is in keeping with Key Strategic Action #2 Enhance Partnerships with Indigenous Community Partners in the City's Housing TO 2020-30 Action Plan and the Meeting in the Middle Indigenous Engagement and Action Plan.

The definitions used in this RFP are in Appendix 1.

1.2 Background

The Property is a vacant two and a half storey house with a finished basement, located on Carlton Street west of Parliament Street, and was last operated as an office building. 218 Carlton Street is located in the Cabbagetown neighbourhood, a mixed use area with residential, retail and commercial uses that is transit-supported and in proximity to the downtown core. It is within an area designated as a heritage conservation district under Part V of the Ontario Heritage Act, known as the Cabbagetown Northwest Heritage Conservation District. Please refer to Appendix 2 for an area map and other site details.

Pursuant to a development agreement between the City and MOD Developments Inc. (the "Developer"), the Property will be renovated for use as affordable rental housing by the Developer. The renovations will be based on a design developed by the Developer and the City, with input from the Successful Proponent. It is expected that the renovation of the Property will result in approximately 10 self-contained studio or bachelor units.

The City will acquire title to the Property following completion of the renovations by the Developer. The work is projected to be complete in the third quarter of 2023. The City will enter into a lease with the Successful Proponent, effective on the date the Property is acquired from the Developer. The City will provide the Successful Proponent with at least 60 days' notice prior to closing and the commencement of the lease.

1.3 Project Information

(i) Zoning and Heritage Information

The Property is zoned for commercial/ residential use. Conversion to an apartment building from its current office use is permitted. Any minor variances to the current zoning and site plan approval will be obtained by the Developer prior to the commencement of the lease.

A Heritage Easement Agreement is registered on title which restricts changes to the outside of the property. No substantial alterations to the Victorian nature of the street-facing façade of the Property will be considered given the heritage designation of the Property. The lease contains terms which restrict the Successful Proponent from making changes to the building, and said terms will be consistent with the approved zoning, site plan and heritage framework applicable to this Property.

(ii) Survey, Environmental Status, Building Condition Assessment and Building Warranty

A Survey has been completed for the Property. A link to the survey can be found at Appendix 3. A Record of Site Condition was received in July 2020.

A Building Condition Assessment (BCA) will be done by the Developer upon completion of the renovations. This will be made available to the Successful Proponent upon the City approving the completed BCA. This can be used to develop a Capital Reserve Fund Study in the first year of occupancy, as required in the Contribution Agreement attached as Appendix 11.

The Developer is obligated to provide all manuals and operating instructions for systems in the renovated building and a 2 year warranty of major building components to the City prior the transfer of the property to the City. These will be shared with the Successful Proponent.

2.0 PROVISION OF AFFORDABLE HOUSING

2.1 Who Should Apply

Indigenous non-profit housing providers are invited to apply if they:

- (i) Have a demonstrated track record of operating and maintaining properties as quality affordable rental housing in a financially sustainable manner, or are in partnership with an organization that does;
- (ii) Have demonstrated experience providing appropriate support services to the intended tenants, or are in partnership with one or more Indigenous support providers that do, to ensure housing stability;
- (iii) Are prepared to enter into legal agreements with the City in the form of the Offer to Lease, to be submitted with a Proposal, and the Lease and Contribution Agreement described below in Section 5.0 Legal Agreements and attached as Appendices 9-11.

Proponents are not eligible to apply if they propose operating:

- Nursing and retirement homes;
- Shelters and crisis-care facilities; or
- Student residences.

2.2 Design Expectations

The Property will be renovated to create affordable rental housing units in keeping with the Housing Secretariat Affordable Housing Design Guidelines (see link to Guidelines in Appendix 3). The City is hiring a Consulting Architect to work with the Developer to develop a design for the Property. The design is expected to create approximately 10 bachelor units. City Housing Secretariat staff will consult with the Successful Proponent regarding the design of the building and the materials and finishes to be used.

The design of the building will incorporate a laundry room and amenity space. An elevator will be included to allow for accessible units and access to the laundry room for all residents. Two parking spaces are to be provided at grade.

A link to drawings of the existing building can be found in Appendix 3.

2.3 Roles and Responsibilities of the Parties

(i) City (Housing Secretariat)

- Consult with the Successful Proponent on the design of the building and materials and finishes;
- Complete the transfer of the Property from the Developer to the City and enter into the lease with the Successful Proponent at the same time;
- Facilitate a turn over inspection of the property with the goal of familiarizing the Successful Proponent with the building systems;
- Provide copies of the operating manuals and warranties for the Property to the Successful Proponent; and,
- Provide a property tax exemption for the length of the lease.

(ii) Successful Proponent

- Provide input to the City as requested in regards to the design of the building and materials and finishes;
- Work in co-operation with the City to execute the Contribution Agreement and the Lease when required by the City;
- Manage and operate the Property according to the terms and conditions outlined in the Contribution Agreement and the Lease; and,

- Provide support services as needed to ensure the housing stability of the tenants.

2.4 Project Timeline

The City is estimating at this time that the Property will be ready for occupancy in the third quarter of 2023. Before that time the Developer will obtain all zoning and site plan approvals required which is expected to take 12 months followed by an 18 month construction period.

3.0 FUNDING AND RESOURCES

The following is being offered as part of this RFP:

(i) Land and Building

The land and building at 218 Carlton Street will be leased to the Proponent at a nominal cost for 50 years upon the Successful Proponent signing the Lease and Contribution Agreement with the City.

(ii) Property Tax Exemption

The property will be exempt from property taxes for the length of the lease.

4.0 RESIDENTS AND RENTS

4.1 Residents and Resident Selection

Proponents are to propose a target group(s) for the building with the understanding that all units are to be occupied by Indigenous persons.

Proposals must demonstrate the Proponent's understanding of the needs of the proposed tenants and their ability to provide the support services they require to maintain housing stability. Proponents are encouraged to partner with Indigenous organizations that can assist them in providing the necessary supports if they do not have the experience or funding to do so themselves.

Prior to occupancy, the City's Shelter, Support and Housing Administration (SSHA) staff will work with the Successful Proponent on a Tenant Access Plan acceptable to the City. The plan is to detail the identification and selection process of tenants that are a match for the housing and any support services available.

Proponents are encouraged to provide rent supplements or housing allowances to allow for lower rents to be paid by tenants. The City is not allocating rent supplements to the project at this time but may be in a position to do so at the time of occupancy. The goal is to have all tenants in receipt of a rent supplement or housing allowance.

A tenant's annual household income can be no more than four times their rent by bedroom type. It will be the Successful Proponent's responsibility to ensure all residents are income tested at the time of occupancy.

4.2 Rent Levels and Rent Increases

The building average rent must be no more than 80% of the city-wide Average Market Rent ("AMR") by bedroom type as published by Canada Mortgage and Housing Corporation each fall. The rent to calculate the building average rent includes the tenant rent plus any rent supplement or housing benefit assistance. The rents must be retained at this level for the full term of the lease. No individual rent may be over 100%AMR.

Average Market Rents for 2020 are to be used in preparing a Proposal. The City will use the AMR published by Canada Mortgage and Housing Corporation in effect for the year of occupancy to approve the initial rents.

AMRs 2020	100% AMR	80% AMR	Maximum Income
Bachelor Rent	\$1148	\$918	\$33,072

The City requires that Monthly Occupancy Costs ("rent") include heat, water and hydro. Rent does not include charges for parking, cable, telephone or any other like charges. If one or more utility is paid directly by the resident, the Proponent must adjust the Monthly Occupancy Costs downward by the Utility Allowance amount determined by the City and published on the City's web site:

<https://www.toronto.ca/community-people/community-partners/social-housing-providers/affordable-housing-operators/current-city-of-toronto-average-market-rents-and-utility-allowances/>

Rent increases will be governed by the guidelines set each year under Ontario's *Residential Tenancies Act* (RTA) but no monthly occupancy costs can exceed 100% of the then-current AMR. More detail is set out in the Contribution Agreement attached as Appendix 11.

4.3 Support Services

The Successful Proponent must be in a position, if needed, to provide housing stability supports and other support services to tenants. This can be done through direct service provision or through partnerships with experienced Indigenous support service providers who will work with the tenants directly and liaise with the housing operator to promote housing stability as well as supports to meet the individual's needs.

The types and intensity of supports provided will depend on the type of funding for supports available to the Successful Proponent. Proponents should identify in their proposal if they or their partners have any sources of operating funding available for support services.

5.0 LEGAL AGREEMENTS

5.1 Terms and Conditions

Proponents should carefully review the Offer to Lease, Lease, and Contribution Agreement attached as Appendices 9-11 before applying to this RFP. These legal documents set out the terms and conditions of the City providing the Property and resources as well as reporting requirements, rent levels and general obligations of the Successful Proponent.

Proponents must include a signed copy of the Offer to Lease (Appendix 9) in their Proposal Submission Package. The Offer to Lease of the Successful Proponent will be accepted by the City. By replying to this Request for Proposals, the Proponent is acknowledging and agreeing to the Lease and Contribution Agreement, substantially in the form of the Schedules attached to the Offer to Lease. These documents must be signed prior to the Property being transferred to the Successful Proponent.

5.2 Acquiring the Leasehold Interest in the Property

Renovations to the Property are expected to be complete and the Property ready for turn-over in the third quarter of 2023. The Lease will commence upon closing of the purchase transaction, and the Successful Proponent will take possession of the Property at that time.

On taking possession, the Successful Proponent must ensure that it has the full complement of operating and support staff hired, trained and ready to start. Prior to possession, the Successful Proponent will have the opportunity to inspect the building, together with the City and its Consulting Architect in order to identify outstanding deficiencies and to be trained on the buildings systems.

The Successful Proponent will be responsible for all ongoing operational, maintenance and capital repair. A capital asset reserve fund study must be completed within the first year of the Lease. The capital asset reserve fund study should provide guidance on the timing and extent of the capital repairs and replacements required during the term of the Lease. The required annual contribution to the capital reserve fund shall be 8% of projected net income.

6.0 MAKING A PROPOSAL

Proposals must include responses to each of the components outlined in this section. Proposals should be organized using the headings of this Section 6.0 and include a detailed Table of Contents **including all appendices**. To assist in the preparation of Proposals, Appendix 4 contains a Proposal Submission Checklist of all required submission documents.

6.1 Executive Summary *(Not Scored)*

(i) Letter of Introduction

The Letter of Introduction will introduce the Proponent to the City by setting out a brief descriptive outline of the Proponent organization making the Proposal. It should be signed by the person(s) authorized to sign on behalf of, and bind the Proponent to statements made and information contained in the Proposal. The Letter of Introduction should contain the same signature as the person signing Mandatory Form 1 in Appendix 5.

(ii) Table of Contents

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

6.2 Offer to Lease - Mandatory

A signed copy of the Offer to Lease attached as Appendix 9 is to be submitted as part of your Proposal. The first page is to be completed with the information requested and the final page signed. There is no need to include the schedules (i.e. the Lease and Contribution Agreement) in your Proposal.

6.3 Affordable Rental Housing Management Qualifications

Demonstrate the Proponent's experience in operating and maintaining good quality rental housing, providing property management services and successfully managing a portfolio of rental housing in a state of good repair by providing:

- (i) An outline that demonstrates the Proponent has the experience to effectively operate and manage the project over the long term including the capacity to maintain buildings in a state of good repair and budget for and complete major capital repairs.
- (ii) Details of housing projects managed over the past five years including:
 - a) Addresses, websites, descriptions of the projects, highlighting the number of units, location, type of residents, tenure, age of building, specific features, etc.;
 - b) Specific difficulties encountered in the management of the projects, if applicable, and an outline how they were overcome.
- (iii) A list of key consultants, organizations and individuals known at this time that will be involved in property management, their experience and expertise to similar projects and an outline of the duties and responsibilities to be assumed in the operation and management of the Project.

- (iv) Resumes for the consultants and/or individuals involved in property management as an appendix to the Proposal. Include a signed consent authorizing the disclosure of personal information to the City, or its designated agent(s), for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.

6.4 Corporate Financial Viability

Demonstrate that the Proponent is a financially sound organization with the experience to manage the Project, including the provision of supports, in a financially viable manner in the long term by providing the following:

- (i) Proof of financial viability:
 - a) audited financial statements and annual report for the two (2) most recent years available, including details regarding reserve funds;
 - b) confirmation that undertaking and completing the Proposal will not put undue financial burden on the Proponent e.g. letter from bank, auditor, mortgage company etc.
- (ii) Copies of the organization's Articles of Incorporation or Letters Patent, the general and borrowing bylaws, as well as a list of directors, their terms and qualifications.
- (iii) If the Proponent has been formed as a partnership to manage the Project, provide 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.
- (iv) Demonstrate successful management of capital assets by providing information on how replacement reserve funds have been managed i.e. details of capital repair expenditures in relation to capital replacement reserve fund studies and/or building condition assessments and expenditure plans. Include examples of capital replacement reserve fund studies, BCAs and/or expenditure plans for other properties owned or operated by the Proponent or its partners.

6.5 Operating and Management Plan

Demonstrate that the Proponent has the experience to effectively manage and keep the Property in a state of good repair and continue to provide quality, affordable, rental housing throughout the term of the Lease with the City, by providing the following:

- (i) A description of the Proponent's ability to sign the Lease and Contribution Agreement, have insurance in place, take possession and assume responsibility for the

Property upon meeting Proponent conditions as set out in Offer to Lease (Appendix 9).

- (ii) A completed Proposed Rents and Building AMR Calculation form (attached as Appendix 6) to show the proposed future affordable rents by unit type and ability to achieve a maximum 80% AMR building average with no one rent being above 100% AMR.

Note: The sum of the rent paid by the resident plus the amount of any rent assistance paid to the Proponent from any source must be used to calculate the weighted average building rent.

- (iii) A completed Operating Budget with notes of explanation of figures using 2020 average market rents (using the form attached as Appendix 7).
- (iv) A rental management plan explaining the roles and relationships of the various parties and staff involved in the management and operation of the Property including how safety and security will be managed and how site supervision will be implemented for property management and tenant relations.
- (v) Details of plans to maintain the building in a state of good repair throughout the term of the agreement with the City:
 - including experience and expertise to demonstrate your success in routine and innovative management strategies, such as preventive maintenance;
 - energy conservation measures and engagement approaches for building sustainable practices and awareness among tenants; and
 - budgeting for major capital expenditures.

6.6 Support Services Plan

Demonstrate that the Proponent and/or partner Indigenous support services provider has the experience and expertise to deliver needed support services specifically for the tenant target group(s) proposed by providing:

- (i) Details of the tenant target group(s) that will be housed and how they will be selected.
- (ii) A detailed support services plan for any support services to be delivered to the tenants clearly stating:
 - what services will be provided and by whom;
 - confirmation, if possible, of any funding associated with support services i.e. written confirmation from the funding source and funding program.
- (iii) A staffing plan including roles and responsibilities of staff, specifying the staffing model to carry out the support services.

- (iv) A list of key organizations known at this time that would be involved in providing support services demonstrating their previous experience and expertise in relation to similar projects.

6.9 Additional Mandatory Requirements

Each Proposal must include the following completed forms, all of which are provided in Appendix 5:

- (i) Mandatory Form 1 - Proposal Submission Form completed and 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 Conflict of Interest Form
- (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

6.10 Submitting a Proposal

Each Proposal is to be:

- (i) Limited, preferably, to 15 pages double sided, typed, minimum 11-point font, with unlimited appendices with tabs;
- (ii) Delivered no later than the **Closing Deadline of Friday January 15, 2021 at 12:00 p.m. (noon) to: HousingSecretariatRFP@toronto.ca**

Submissions will be accepted digitally only. Applicants will not be able to submit paper copies.

7.0 RFP AND SELECTION PROCESS

7.1 Schedule of Events

RFP issued	December 2, 2020
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Voluntary virtual Information Session Link to join to be posted as an Addendum at: Open Requests for Proposals – City of Toronto	December 16, 2020 2 p.m.
Addendum of Information Session Presentation and Questions and Answers posted at: Open Requests for Proposals – City of Toronto Additional Addenda will follow as needed	December 21, 2020
Deadline for written questions from Proponents	December January 7, 2021 All questions should be sent by email to: Sarah.Power@toronto.ca
Final Addendum	January 11, 2021
RFP submission deadline, closing 12:00 noon	January 15, 2021
Evaluation and notification of Successful Proponent	A report recommending a Successful Proponent will be presented to the City's Planning and Housing Committee February 22, 2021 with the report public approximately one week before

This schedule is subject to change and appropriate notice in writing of any changes will be provided, where feasible, on the Housing Secretariat website:

[Open Requests for Proposals – City of Toronto](#)

7.2 Information Session

A voluntary virtual Information Session will be held on Wednesday December 16, 2020 at 2 p.m. For instructions on how to join the session go to the website below:

[Open Requests for Proposals – City of Toronto](#)

7.3 Questions and Addenda

Please direct any specific questions regarding this RFP in writing to Sarah Power, Housing Development Officer, Housing Secretariat, at: Sarah.Power@toronto.ca before the deadline for questions on January 7, 2021. To ensure that all Proponents have access to the same information, all RFP revisions and any answers to submitted questions will be communicated electronically as an addendum. All addenda will be posted on the Housing Secretariat website: [Open Requests for Proposals – City of Toronto](#)

Potential Proponents should monitor the website frequently until the day of the submission deadline. Only answers of substance will be posted. The City reserves the right to revise this

RFP up to the closing deadline. The City will make reasonable efforts to issue the final Addendum (if any) no later than four (4) days prior to the deadline for submissions.

7.4 Evaluation Criteria

Proposals will be assessed on the basis of information provided by the Proponents at the time of submission. The weighted evaluation criteria below are in keeping with Section 6.0 "Making a Proposal". In the event of a tie, Proposals will also be evaluated based on who best meets the Plan requirements as outlined in Section 6.7.

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

PROPOSAL EVALUATION TABLE

	Total Points Available 70% Minimum Points Required
6.1 Executive Summary	Not scored
6.2 Offer to Lease	Mandatory Not Scored
6.3 Management Qualifications	30
6.4 Corporate Financial Viability	20
6.5 Operating and Management Plan	30
6.6 Support Services Plan	20
6.8 Mandatory Requirements	Not scored
TOTAL	100

7.5 Proposal Evaluation and Selection Process

All Proposals will be evaluated through a comprehensive review and analysis in keeping with the RFP Terms and Conditions in Appendix 10. The review process will be carried out by an Evaluation Committee, which will include members of the Housing Secretariat and Shelter Support and Housing Administration. The Evaluation Committee may, at its sole discretion, retain additional committee members or advisors. The goal of the committee will be to recommend the Proposal which, in its opinion, best meets the City's requirements under this RFP.

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal, in order to clarify understanding; e.g. to remove a contradiction or ambiguity. The clarification process shall not be used to obtain required information that was not submitted at time of closing of the RFP or to promote the Proponent's organization.

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.

The Evaluation Committee, at its sole discretion, may invite a Proponent to an interview, the results of which will be used as a mechanism to revisit, revise, confirm, or finalize the score. The representatives designated by the committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process.

A Proponent's representative at any interview is 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.

No Proponent will be entitled to be present during the interview of another Proponent, or receive any information regarding another Proponent. The committee may interview any Proponent without interviewing others, and the City will be under no obligation to advise those not invited to an interview until completion of the evaluation and selection process.

7.6 Evaluation Results

A report recommending a Successful Proponent will be presented to the Planning and Housing Committee for approval February 22, 2021 and then on to City Council March 10, 2021 for final approval. This report will be made public about 7 days prior to the Planning and Housing Committee meeting at:

<https://www.toronto.ca/legdocs/tmmis/welcome.htm>

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the City Council will be final and binding

Upon conclusion of the evaluation process, the Manager of Housing Development, Housing Secretariat, will inform all Proponents of the results of the RFP. Proposal evaluation results shall be the Property of the City and are subject to *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). Evaluation results may be subject to public release pursuant to MFIPPA. Proponents should be aware that City Council and individual councillors have the right to view the Proposals, provided requests have been made in accordance with City procedures.

APPENDIX 1

DEFINITIONS

Throughout this RFP, unless inconsistent with the subject matter or context, the following definitions will apply:

"Access Plan" means a plan established by the Proponent and agreed to by the Director of Housing Stability Services specifying how tenants are to be selected and how information about such process is disseminated to the public.

"Average Market Rents" or "Average Rents" or "AMR" means average monthly City-wider rents by bedroom type as determined in the autumn survey published by CMHC for the prior calendar year; if CMHC does not publish a survey of City-wide rents, then "average market rents" for the calendar year shall be City-wide average rents as determined by the City.

"City" means the City of Toronto.

"Consulting Architect" means the architect to be hired by the City who will work with the Project Architect on a concept design for 218 Carlton and monitor the renovation work to ensure it meets the design specifications agreed to by the Developer, the City.

"Contribution Agreement" means the written agreement, substantially in the form of the written agreement attached hereto as Appendix 7, entered into between the City and a "Successful Proponent" with respect to the Services contemplated by this RFP.

"Council" means Toronto City Council.

"Developer" means MOD Developments Inc. which will carry out the renovations to make the building suitable for affordable housing and, upon completion, transfer title to the City.

"Interpretations" means that each reference in this RFP to a numbered or lettered "section", "subsection", "paragraph", "subparagraph", "clause" or "sub-clause" shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this RFP.

"Lease" means the lease, substantially in the form of the lease attached hereto as Appendix 6, entered into between the City and a Successful Proponent with respect to the Property as defined in this RFP.

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

"Monthly Occupancy Costs" means the sum of the monthly rent payable to the landlord and any utility amount payable by the resident of a housing unit and includes monthly charges for

hydro, heat, water and hot water payable in respect of the housing unit; “monthly occupancy costs” do not include charges for parking, cable, telephone or any other like charges.

“Non-Profit” means a not for profit corporation.

“Project” means the building at 218 Carlton Street, Toronto, to be operated as rental housing by the Successful Proponent.

"Project Architect" means the architect that has been hired by the Developer, architect Alliance, to be the architect of record for the renovations to 218 Carlton Street.

“Proponent” means a legal entity, being a person, joint venture, partnership or firm that submits a Proposal in response to a formal Request for Proposals and the party with whom, if successful, the City will enter into an agreement.

“Proposal” means a proposal submitted by a Proponent in response to this Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“RFP” means this Request for Proposals package in its entirety, inclusive of all Appendices and any bulletins, guidelines or Addenda that is issued by the City.

“Successful Proponent” means the Proponent with whom the City enters into a Contribution Agreement.

"Utility Allowance" means the average amount of separately metered utility costs, determined by the City and published on the City's web site.

APPENDIX 2

SITE INFORMATION

Property Address, Legal Description and Heritage Status

Address: 218 Carlton Street

PIN: 21087-0318 (LT)

Legal Description: Part of Lot 5, Plan 31 and Part of Lot 9, Plan D190 as in CA679515

Heritage By-Law: 325-2008
Designated Part V December 13, 2007 by City Council

Heritage Easement: Instrument No. AT3788148

Area Map



Source: City of Toronto I-View

Street View of 218 Carlton Street



APPENDIX 3

LINKS TO BACKGROUND DOCUMENTS

1. Survey



Survey 218
Carlton.pdf

2. Floor Plans



Floor Plans -
Existing.pdf

3. Affordable Housing Design Guidelines



Affordable Housing
Design Guidelines.pdf

4. City Council Report TE7.15 on July 16, 2019 (55-61 Charles Street East – Zoning Amendment and Rental Demolition Applications – Final Report)



Council Report July
18, 2019 TE7.15.pdf

APPENDIX 4

PROPOSAL SUBMISSION CHECKLIST

A Completed Proposal as described in Section 6.0 contains:	
6.1 Executive Summary	
6.2 Signed Offer to Lease (Appendix 9) MANDATORY	
6.3 Management Qualifications	
6.4 Corporate Financial Viability	
6.5 Operating and Management Plan	
6.6 Support Services Plan	
6.8 Mandatory Forms 1-5 (Appendix 5)	
Appendix 6 - Proposed Rents and Building AMR Calculation	
Appendix 7 - Operating Budget Form	

APPENDIX 5

MANDATORY FORM 1 PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSALS FROM INDIGENOUS NON-PROFIT HOUSING PROVIDERS TO LEASE AND OPERATE AFFORDABLE RENTAL HOUSING AT 218 CARLTON STREET

Proponent/Property Owner(s) Information	
This Proposal is submitted by:	
Name(s) of signing authority persons:	
Company Name <i>(Please provide the full legal name)</i> :	
Address (for business mail):	
Phone:	Fax:
E-mail:	
<p>I/we hereby submit a Proposal for <i>Indigenous Affordable Rental Housing at 218 Carlton Street</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 Property in accordance with the RFP's terms, conditions and specifications, as described in our Proposal as submitted, and pursuant to the Lease and 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="text-align: center;">Addendum # _____ Date _____</p> <p style="text-align: center;">Addendum # _____ Date _____</p> <p style="text-align: center;">Addendum # _____ Date _____</p> <p>I/WE AGREE THAT THE CONTENTS OF THIS SUBMISSION ARE ACCURATE AND TRUTHFUL.</p>	
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 MAY BE DECLARED INFORMAL AND WILL NOT BE
ACCEPTED.**

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 will 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>

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 that it enters into with respect to the maintenance and operations of affordable rental housing at 218 Carlton Street are to be at arm's length from both the Proponent and other contracting parties, and that any contracts that are not at arm's length from the Proponent and other contracting parties 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: _____

Date:

Group/Vendor/Individual Name:

MANDATORY FORM 4 DECLARATION OF COMPLIANCE WITH ANY-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):

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

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.

Signature: _____

Date: _____

APPENDIX 6

PROPOSED RENTS AND BUILDING AVERAGE MARKET RENT CALCULATION

Proponent: _____

A. Proposed Rents

A	B	C	D	E	F
Unit Type	Number of Units	Proposed Rent (A)	CMCH 100% Average Market Rent (\$) (B)	Total Proposed Rent Revenue B x C	Total 100%AMR Rent Revenue B x D
Bachelor			\$1148		
Bachelor			\$1148		
Bachelor			\$1148		
TOTAL	10	NA	NA		

B. Building Average Market Rent Calculation : Percentage of CMHC Average Market Rent Achieved for Overall Project	Total E divided by Total F = _____ % (Note: This figure cannot be greater than 80%)
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APPENDIX 7

OPERATING BUDGET FORM AND NOTES FOR 218 Carleton St

Proponent: _____

PROJECT REVENUE (Per Year) for 2020

Category		Amount/Year
1.	Gross Rental Income as per Appendix 6	
2.	Laundry Income	
3.	Parking Income	
4.	Other Sources of Revenue	
5.	Gross Rental Income (affordable rents)	
Minus Vacancy allowance (<i>specify %</i>)		%
Minus allowance for Bad Debt (<i>specify %</i>)		%
NET PROJECT REVENUE		

PROJECT EXPENSES (Per Year) for 2020

Category		Amount/Year
5.	Administration Costs (e.g. bookkeeping, audit, legal, phone, office supplies, etc.)	
6.	Property Management	
a.	Staff Salaries/Benefits (as per proposed model)	
b.	Management Company contract costs (if applicable)	
7.	Utilities	
a.	Heat (common areas and units)	
b.	Electricity (common areas and units)	
c.	Water/Sewer (common areas and units)	
d.	Garbage Levy	
e.	Other (common areas and units)	
8.	Maintenance Staff Salaries and Benefits	
9.	Repairs and Maintenance (supplies, trades and service contracts including sprinklers, snow removal etc.)	
10.	Other Operating Expenses (e.g. Insurance)	
11.	Capital Replacement Reserve 8% of net income annually	
12.	Property taxes (exempted)	0
13.	Other (specify)	
14.	Contingency minimum 1% of expenses	
TOTAL PROJECT EXPENSES		
OPERATING SURPLUS/DEFICIT (i.e. Net Project Revenue less Total Project Expenses)		

Explanatory Notes to Operating Budget Form

Provide notes by line number to your completed Operating Budget Form to explain how you arrived at your estimates in keeping with descriptions listed below. Costs are to be based on 2020 costs.

SEE EXAMPLE OF NOTES BELOW

Line Item	Description
1	Gross Rental Income matches the proposed unit rent allocations as noted in Appendix 6, is based on receiving 5 rent supplements and does not exceed building average of 80% CMHC Average Market Rents as required.
3	Parking Income is based on two spaces rented at \$75/mth

APPENDIX 8

RFP 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 requirements 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 or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into 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 Sarah.Power@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.

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 five days before the closing of the RFP.

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

(vi) Incurred Costs

The City will not be liable for, nor reimburse, any 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 Deadline by sending a letter on company letterhead to Erik Hunter, Manager of Housing Development (Acting), Housing Secretariat via email to Erik.Hunter@toronto.ca.

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(s) 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 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 9 Offer to Lease

APPENDIX 10 Lease

APPENDIX 11 Contribution Agreement

These documents will be made available by December 11, 2020 in the form of an Addendum posted at: [Open Requests for Proposals – City of Toronto](#)