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APPENDIX 1

Definitions

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

“Access Plan” means a policy established by the Proponent specifying how tenants are to be selected and how information about such process is disseminated to the public.

“Affordability Period” means the balance of the term of the Lease starting at first occupancy, during which the Contribution Agreement between the City and a "Successful Proponent" will be in effect and the project must be managed as affordable rental.

“Average Market Rents” or **“Average Rents”** or **“AMR”** means average monthly City-wide 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.

“Bedroom Type” means unit size as categorized by bedroom count i.e. 1-bedroom, 2-bedroom, or 3-bedroom.

“City” means the City of Toronto.

“CMHC” means the Canada Mortgage and Housing Corporation.

“Contribution Agreement” means the written agreement, substantially in the form of the written agreement attached hereto as Appendix 12, entered into between the City and a "Successful Proponent" with respect to the requirements contemplated by this RFP.

“Council” means Toronto City Council.

“Fully Barrier Free” means a unit which exceeds OBC requirements by including appropriate installations such as grab bars, adjustable counter tops and cabinetry, which allow it to be inhabited by persons with physical or sensory disabilities (see Appendix 4, Affordable Rental Housing Design Guidelines). The units which exceed OBC requirements should directly relate to needs of the future residents and should be factored into capital costs.

“Lease” means the written agreement, substantially in the form of the written agreement attached hereto as Appendix 11, entered into between the City and the "Successful Proponent" with respect to the "Property" as defined in this RFP.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

“Monthly Occupancy Costs” means the total of the monthly rent payable to the Proponent for a Unit including the cost of hydro, heat, water and hot water; and Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges. If heat, water or hydro costs are separately metered and paid directly by the household, then the Proponent shall deliver the Utility Allowance by way of setting off the amount of the Utility Allowance against the monthly rental payable;

“Offer to Lease” means the offer to lease for 140 Merton Street, referred to in Section 2.5 and attached as Appendix 10 to this RFP and which Offer to Lease must be signed and submitted with your Proposal

“Property” means lands described in Appendix 5, together with any buildings and proposed improvements thereon from time to time;

“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.

“Senior” means persons 59 years or older.

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

“Waiting List” means the City's housing access list.

APPENDIX 2

RFP Process Terms and Conditions

Table of Contents:

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8. No Collusion
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13. Ownership and Confidentiality of City-Provided Data
14. Ownership and Disclosure of Proposal Documentation
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17. Governing Law

1. 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.

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 RFP.

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 in 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

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. 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 Housing Secretariat will make reasonable efforts to issue the final addendum (if any) by August 13, 2021.

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.

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 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 Housing Secretariat designated in this RFP in writing on company letterhead, with appropriate identification. Telephone requests will not be considered.

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

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

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 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.

12. 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.

13. 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:

- a) is and shall remain the property of the City;
- b) must be treated by 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 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.

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 3
Submission Checklist and Standard Forms 1-6

Proposal Section 3.1.1: Letter of Introduction

Proposal Section 3.1.2: Table of Contents

Proposal Section 3.1.3: Summary of Proposal

Proposal Section 3.2: Offer to Lease (Appendix 10)

Proposal Section 3.3: Development Qualifications

Proposal Section 3.4: Management Qualifications

Proposal Section 3.5: Corporate Financial Viability and Capital Funding and Financing Plan

Proposal Section 3.6: Development Plan and Schedule

Proposal Section 3.7: Operating Plan (Appendix 8 and 9)

Proposal Section 3.8: Community Benefits, Consultation and Communications Outreach Plan

Proposal Section 3.9: Exceeding Minimum Requirements

Proposal Section 3.10: Additional Mandatory Requirements (Appendix 3):

Form 1 - Proposal Submission Form signed by an authorized official of the Proponent

Form 2 - Conflict of Interest Form

Form 3 - Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request

Form 4 - Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts

Form 5 - Environmentally Responsible Procurement Statement

Form 6 - Declaration of Anti-Harassment/Discrimination City Policy

A certified copy of a resolution of the Proponent's board of directors authorizing the Offer to Lease and the transaction.

**MANDATORY FORM 1 - PROPOSAL SUBMISSION FORM REQUEST FOR PROPOSALS
– AFFORDABLE RENTAL HOUSING AT 140 MERTON STREET**

Proponent/Property Owner(s) Information	
This Proposal is submitted by:	
Name(s)	
<i>(Please provide the full legal name)</i>	
The name above must be a corporate name	
Address (for business mail)	
Phone	Fax
E-mail	
<p>I/we hereby submit a Proposal for <i>Affordable Rental Housing at 140 Merton 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 funding in accordance with the RFP's terms, conditions and specifications, as described in our Proposal as submitted, and pursuant to the Contribution Agreement with the City of Toronto.</p> <p>I/we agree that this submission is being made without any collusion or fraud.</p> <p>I/we acknowledge receipt of the following addenda by number and date (if applicable):</p> <p>Addendum # _____ Date _____</p> <p>Addendum # _____ Date _____</p> <p>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 WILL BE DECLARED INFORMAL AND WILL NOT BE ACCEPTED.

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

**MANDATORY FORM 2 - 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 are entered into, with respect to the parties with whom the maintenance and operations of affordable rental housing at 140 Merton Street, are to be at arm's length from both the Proponent and other contracting parties, and that any contracts with parties with whom the Proponent or other contracting parties are not at arm's length will be considered a conflict of interest and will disqualify the Proponent for funding.

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

Signature: _____

Name of the Proponent: _____

Date: _____ auxiliary

MANDATORY FORM 3 - 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

MANDATORY FORM 4 - 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: _____

MANDATORY FORM 5 - Environmentally Responsible Procurement Statement

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

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

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

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 or upgraded.

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

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

State if environmentally preferred products are being used: Yes No

We encourage the use of environmentally preferred products.

MANDATORY FORM 6 - 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):

Name of Signing Officer or Name of Applicant (Name and

Position – please print

APPENDIX 4

Links to Background Documents in the RFP

City of Toronto Affordable Rental Housing Design Guidelines:

<http://www1.toronto.ca/City%20Of%20Toronto/Affordable%20Housing%20Office/Shared%20Content/pdf/Rental%20Design%20Guidelines.pdf>

Toronto Green Standard – Version 3, Mid to High-Rise Residential:

<https://www.toronto.ca/city-government/planning-development/official-plan-guidelines/toronto-green-standard/toronto-green-standard-version-3/mid-to-high-rise-residential-all-non-residential-version->

Ontario's Residential Tenancies Act (RTA):

<https://www.ontario.ca/laws/statute/06r17>

Council Decision regarding Maximum Annual Rent Increases for Market Rental Housing:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2020.PH14.3>

Heritage Designation By-law

<https://www.toronto.ca/legdocs/bylaws/2017/law1020.pdf>

Yonge-Eglinton Secondary Plan

https://www.toronto.ca/wp-content/uploads/2019/07/96a5-CityPlanning_OPA405.pdf

Midtown in Focus Final Report

<http://www.toronto.ca/legdocs/mmis/2018/pg/bgrd/backgroundfile-116456.pdf>

Energy Consumer Protection Act 2010 and Ontario Regulation 389/10:

<https://www.ontario.ca/laws/regulation/100389>

Community Benefits Framework:

<https://www.toronto.ca/city-government/accountability-operations-customer-service/long-term-vision-plans-and-strategies/community-benefits-framework/>

In order to obtain the background documents required to respond to this RFP, applicants are to send an email request to housingsecretariatrfp@toronto.ca as noted on the website.

APPENDIX 5

Site Details for 140 Merton Street

Please note that the following information to follow is provided for information purposes only and may not include all applicable requirements and conditions. It is the responsibility of all Proponents to undertake the necessary due diligence to ensure that submissions meet all requirements and conditions concerning the property.

Property Location

Address: 140 Merton Street

Location: Major intersection Davisville Avenue and Yonge Street

Legal Description: Part of Lots 26 and 28, City of Toronto, designated as Parts 1 to 6 on R-Plan 66R-30559
Being All of PINs 21124-0078 (LT), 2114-0079 (LT), 2114-0026 (LT), 21124-0080 (LT), 21124-0081 (LT), and 21124-0082 (LT)

Ownership: The City of Toronto

Roll No.: 19 04 103 060 053 00

Encumbrances: By-Law 1020-2017 To designate the Property at 140 Merton Street as being of Cultural Heritage Value or I

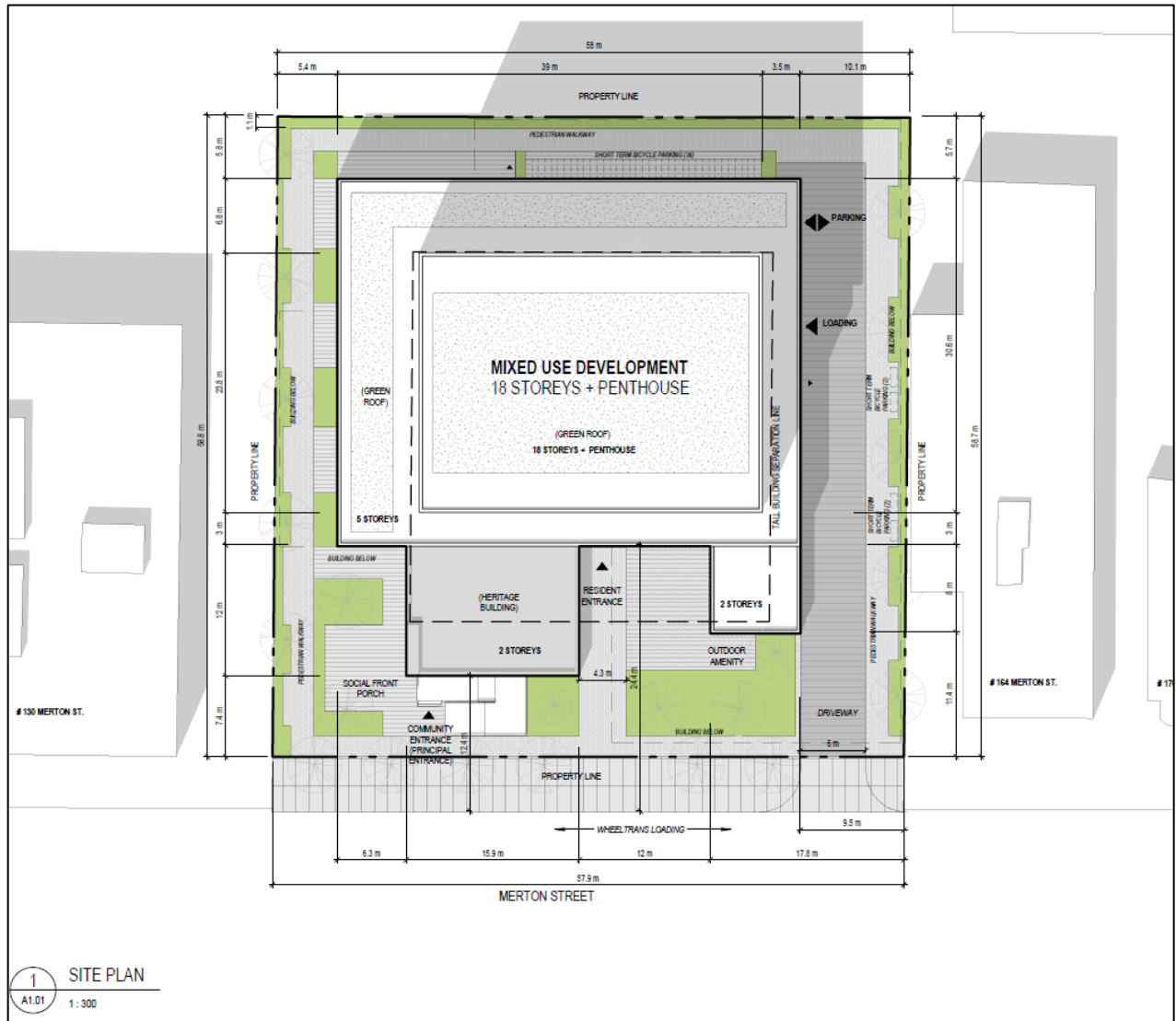
Ward: 12 (Toronto – St. Paul's)

Site Location



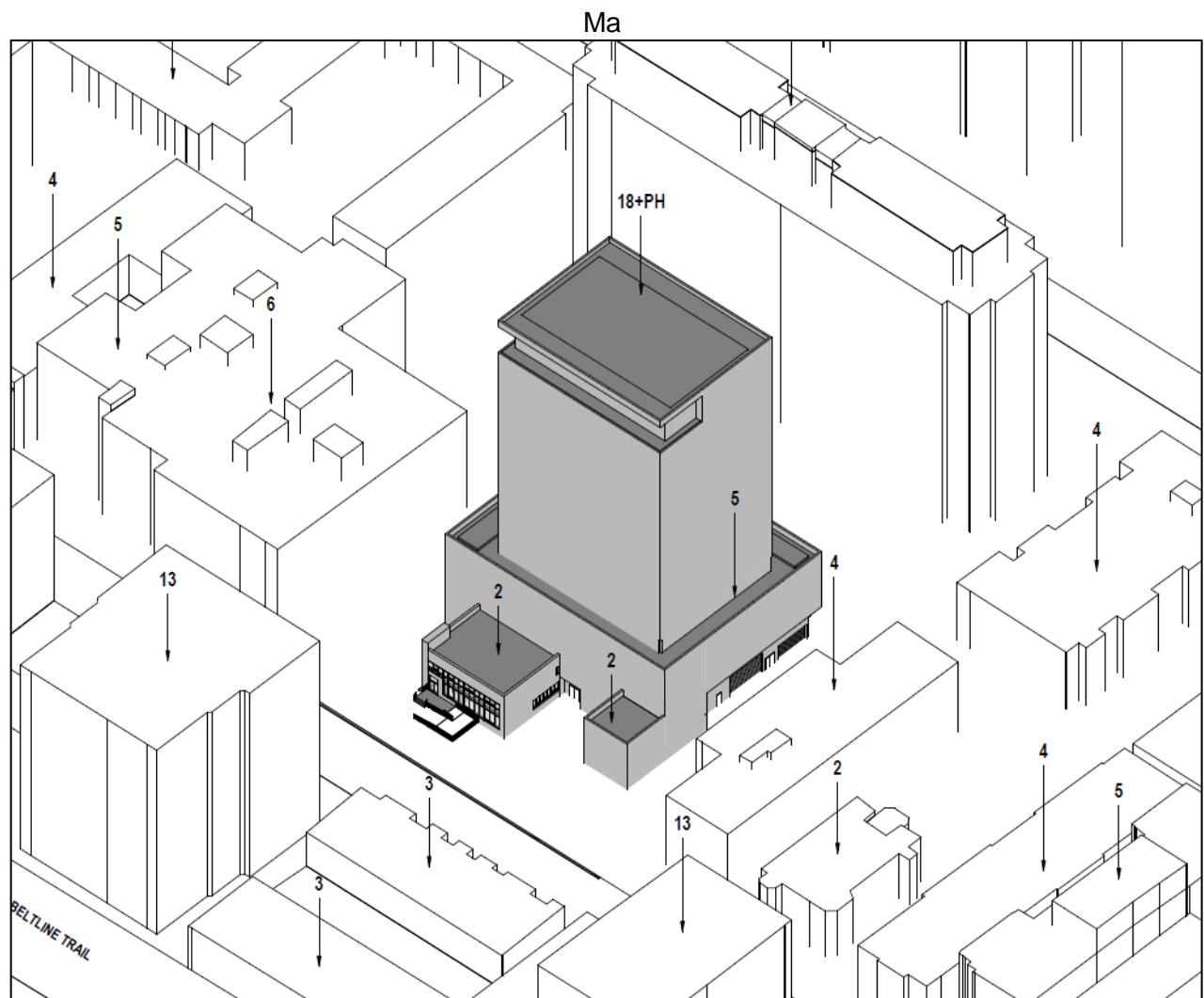
Conceptual Design

Conceptual Site Plan as per Approved Zoning By-Law Amendment Application



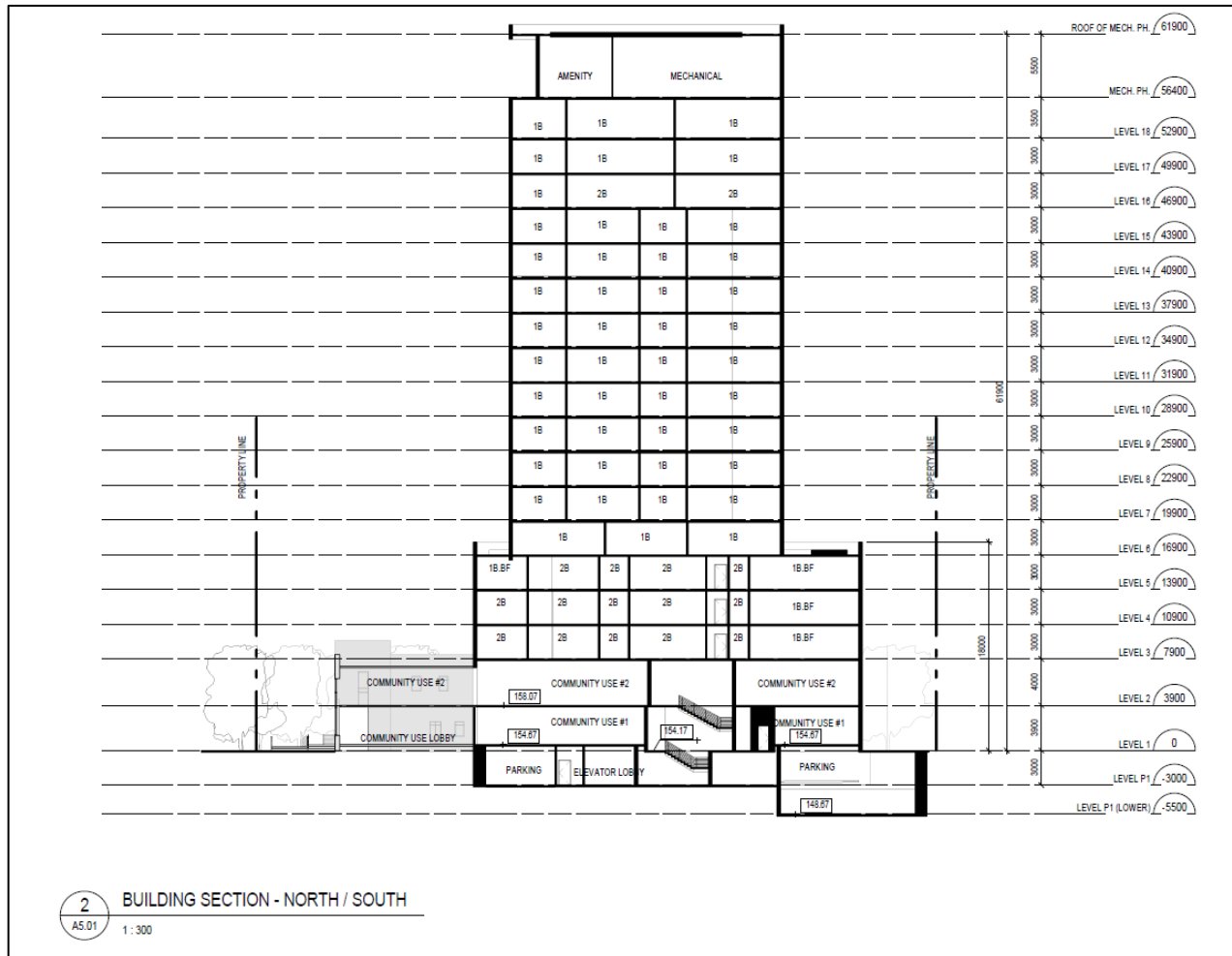
Conceptual Design

Massing Axonometric as per Approved Zoning By-Law Amendment Application



Conceptual Design

Building Section as per Approved Zoning By-Law Amendment Application



APPENDIX 6

Average Market Rents

Monthly Occupancy Costs

Average Market Rent (AMR) figures published in January 2021 were used to set Monthly Occupancy Costs for Affordable Housing in the 2021 year. Monthly Occupancy Costs at 40 percent of AMR, 80 percent of AMR and 100 percent of AMR will be used at 140 Merton Street, as illustrated in the table below.

2021 Toronto Average Market Rent (AMR)

Unit Size	2021 Average Market Rent	2021 80% of Average Market Rent	2021 40% of Average Market Rent
Bachelor apartment	\$1,211	\$969	\$484
1 bedroom apartment	\$1,431	\$1,145	\$572
2 bedroom apartment	\$1,661	\$1,329	\$664

APPENDIX 7

Capital Budget Form and Notes

A. Project Description

A-1	Municipal address			
A-2	Ward number			
A-3	Closest major intersection			
A-4	Gross Residential Floor Area (m ²)			
A-5	Gross Non-Residential Floor Area (m ²)			
A-6	Total buildable Gross Floor Area (m ²)			
A-7	Construction start date (yyyy-mm-dd)			
A-8	Expected completion date (yyyy-mm-dd)			
A-9	Number of units by tenure and type		Rental	Ownership
		Bachelor		
		1- bedroom		
		2- bedroom		
		3- bedroom		
		4+ bedroom		
		Total		

B. Affordable Portion of the Project

B-1	Number of affordable units		
B-2	Percentage of affordable units		
B-3	Length of affordability		
B-4	Number of fully barrier-free affordable units		
B-5	Buildable Gross Floor Area of affordable portion		
B-6	Number of units by type	Bachelor	
		1- bedroom	
		2- bedroom	
		3- bedroom	
		4+ bedroom	
		Total	

C. Market Portion of the Project

C-1	Number of market units			
C-2	Percentage of market units			
C-3	Buildable Gross Floor Area of market portion (m ²)			
C-4	Number of units by tenure and type		Market Rental (rents above 100% AMR)	Ownership
		Bachelor		
		1- bedroom		
		2- bedroom		
		3- bedroom		
		4+ bedroom		
		Total		

Explanatory Notes for Project Description

Item	Notes
A-5	Includes laundry, storage, offices, amenity space, and corridors.
B-4	A “fully barrier-free” unit exceeds OBC requirements by including appropriate installations such as grab bars, adjustable counter tops and cabinetry, which allow it to be inhabited by persons with physical or sensory disabilities (see Affordable Rental Housing Design Guidelines). The number of units which exceed OBC requirements should directly relate to needs of the future residents and should be factored into capital costs.

Hard Costs including HST

	Construction Costs	Total Cost	Per Unit
1	Total Base Construction Cost (incl. HST, landscaping etc.)		
2	Environmental Costs (Certificate of Property Use requirements)		
3	Appliances/ Furniture and Equipment		
4	Other (e.g. not included in line 1, list)		
5	Contingency & Escalation (insert % of line 1)		
6	Sub-Total of Construction Costs (sum of lines 1-5)		
7	Purchase		
8	Land Transfer Tax		
9	Legal Fees		
10	Sub-Total of Land Costs (sum of lines 7-9)		
A	Hard Costs Total (sum of lines 6 and 10)		

Soft Costs Including HST

	Consultants	Total Cost	Per Unit
11	Architectural		
12	Structural (indicate if in Architectural fee)		
13	Mechanical & Electrical (indicate if in Architectural fee)		
14	Landscape		

15	Fire/Code/Cost/Quantity Surveyor		
16	Environmental		
17	Traffic		
18	Development (non-profits only)		
19	Other (specify- e.g. acoustical)		
B	Soft Costs Consultants Sub-total		

	Site	Total Cost	Per Unit
20	Building and Property Appraisal (if required)		
21	Land Survey/ Topographical Survey (update if required)		
22	Geotechnical Assessment (update if required)		
C	Soft Costs Site Sub-total		

	Legal and Organizational	Total Cost	Per Unit
24	Legal Fees - Development Approvals		
25	Legal Fees- Contracts and Agreements		
26	Organizational Expenses (specify- e.g. rent-up)		
27	Community Consultation and Communications		

28	Insurance during Construction and Final Cost Audit		
D	Soft Costs Legal & Organizational Sub-total		

	Financing Cost	Total Cost	Per Unit
29	Construction Loan Interest Only		
30	Other (specify- e.g. lenders fees)		
E	Soft Costs Financing Costs Sub-total		

	Fees & Permits	Total Cost	Per Unit
31	Building Permit Fees (estimate)		
32	Development Charges (estimate)		
33	Parkland Dedication Fees (not applicable)		

	Fees & Permits (cont'd)	Total Cost	Per Unit
34	Educational Development Charges for the Toronto District Catholic School Board		
35	Hydro & Water Connection Fee (indicate if included in line 1)		
36	Property Taxes During Construction (estimate)		
37	HST payable for the lease back of the community space to the City		

38	Other (specify- e.g. storm water management, trees)		
F	Soft Costs Fees and Permits Sub-total		

	Soft Cost Summary		Total Cost	Per Unit
G	Soft Costs Subtotal (B+C+D+E+F)			
39	Contingency (insert % as well as cost)			
H	Soft Costs Total			

	Total Project Cost		Total Cost	Per Unit
I	Hard Cost Total (A)			
J	Soft Cost Total (H)			
K	TOTAL PROJECT COST (total above 2 lines)			
L	HST included in Total Project Cost			

Contributions

		Total Cost	Per Unit
40	Building Permit Fees Waived (estimate)		
41	Development Charges Waived (estimate)		
42	Parkland Dedication Fee Waived (not applicable)		
43	Applicant Equity (if applicable)		
45	Capital Funding from City	\$15,350,000	
46	Other Government/Private Contributions		
47	Mortgage Financing		
48	HST Rebate		
M	TOTAL CONTRIBUTIONS		
N	Total Contributions Less Total Project Costs +/-		

Explanatory Notes - Capital Budget Form

Please explain in details how you arrived at your estimates for each of the requested lines. Costs are to be based on 2021 rates inflated to time they will occur, e.g. construction costs are based on 2021 costs inflated to 2022/2023.

Line Item	Description	Explanation
1	Specify what is included in the Construction Cost estimate and with HST. Please provide a detailed breakdown on a separate sheet. For Acquisition with renovation/revitalization, please indicate whether the following work is involved: Electrical; Heating/Cooling; Plumbing; Fire Safety; Structural. Provide proof of estimate if available (e.g. cost consultant report).	
3	Include the cost of fridges, stoves and laundry equipment for units and common areas as well as the offices for housing management only (if applicable).	
4	Specify items not included in line 1, necessary for completion of construction e.g. bonding, construction management fees, etc.	
5	Include reasoning for contingency percentage giving consideration to the type of construction contract.	
11-19	Specify the basis of budgeted fee for the consultants (e.g. a percentage of base construction costs, flat fee, etc. plus costs). Note prevailing market trends will be considered for fees when scoring the budget for feasibility, not necessarily those fees proposed by the Proponent.	
18	Proponent with limited experience in developing housing are encouraged to use the services of a professional development manager.	
20	Include your calculations for the budgeted costs for an appraisal for financing purposes and HST self-assessment.	
21	Include your calculations for land survey or topographical survey costs if necessary or title insurance costs.	
26	Include your calculations for the budgeted costs to carry out the development process to occupancy including costs such as marketing and rent up loss prior to full occupancy.	

31-33	Include your calculation for costs associated with development approvals. This should not include Planning Fees, as Planning approval must be already secured.	
34	Include your calculation for Educational Development Charges for the Toronto Catholic School Board. Please note these costs cannot be waived by the City.	
35	Include your calculation for the costs associated with the hydro, sewer and water connections/ upgrade to the property. These costs can be considered as part of the Base	
40-42	Include your calculation for the estimated amounts of waived fees (from the total amounts in lines 31-33).	
45	Specify amounts received from other sources of funding. Provide written confirmation of each, where possible. Applicants interested in pursuing funding opportunities	
46	Provide details such as anticipated lender and include interest rate, term and amortization period if available.	

APPENDIX 8

Operating Budget Form

Project Revenue (Per Year)

			Amount/Year
1	Gross Rental Income		
2	Laundry Income		
3	Parking Income		
4	Other Sources of Revenue		
5	Gross Project Revenue		
6	Minus Vacancy Allowance (specify %)		
7	Minus allowance for Bad Debt (specify %)		
A	NET PROJECT REVENUE		

Project Expenses (Per Year)

			Amount/Year
8	Administration Costs (eg. bookkeeping, audit, legal, phone, office supplies, etc.)		
9	Property Management (as per proposed model)		

Project Expenses (Per Year) cont'd

		Amount/Year
10	Utilities	
10-a	Heat (common areas and units)	
10-b	Electricity (common areas and units)	
10-c	Water/Sewer (common areas and units)	
10-d	Garbage Levy	
10-e	Other (common areas and units)	
11	Maintenance Staff Salaries and Benefits	
12	Repairs and Maintenance (supplies, trades and service contracts including sprinklers, snow removal etc.)	
13	Other Operating Expenses (e.g. Insurance)	
14	Capital Replacement Reserve	
15	Other (specify)	
16	Contingency (minimum 1% of expenses less mortgage payment)	
17	Sub-Total Operating Expenses	
18	Mortgage payments	
B	TOTAL PROJECT EXPENSES	
C	OPERATING SURPLUS/DEFICIT (i.e. Net Project Revenue less Total Project Expenses)	

Explanatory Notes - Operating Budget Form

Please explain in details how you arrived at your estimates for each of the requested lines. Costs are to be based on 2019 costs inflated to time of occupancy with notes explaining assumptions for escalation.

Line Item	Description	Explanation
1	Include your calculations for Gross Rental Income Note this amount must match the proposed unit rent allocations as noted in Appendix 3 and must not exceed 80% of Canada Mortgage and Housing Corporation's Average Market Rents on average for the affordable units.	
3	Identify the number of parking spaces and the proposed monthly charge per space.	
4	Specify amounts received from other revenue sources. Provide written confirmation of each, where possible. Specify if property management expenses is in the form of staff salaries/benefits or contracted services.	
10-b	Identify which utilities are individually metred and which are included in the rent.	
10-d	Building owners are now required to pay a fee for garbage collection based on how much garbage is set out by building residents. To estimate this amount, go to: www.toronto.ca/garbage/multi/pdf/calculator.xls	
12	Specify budgeted expenses under Repairs and Maintenance category. Note that sprinkler systems are now mandatory in all affordable housing funded buildings.	

APPENDIX 9

Proposed Rents and Building AMR Calculations

	Unit AMR	Number of Units	Unit Size	Dwelling Type	Proposed Monthly Rent		% of AMR		Total Rent
					For units where rent includes hydro	For units where residents pay hydro costs	For units where rent includes hydro	For units where residents pay hydro costs	
Market									
Affordable									

** Will any utility costs (heat, hydro, water) be paid by residents (please circle)? **Yes / No**

If yes, please state which utilities will be paid by the resident (heat, hydro, water):

Provide estimate by unit/dwelling type the cost of utility per month e.g. 3br apartment \$100/month for hydro
