

**Request for Proposals for Indigenous Housing Providers to Lease
and Operate Affordable Rental Housing with Support Services**

292-296 Parliament Street and 222 Spadina Avenue

Date Issued: November 9, 2021

Addendum Date: December 2, 2021

NOTICE TO POTENTIAL PROPONENTS

REQUEST FOR PROPOSALS

Non-profit Housing Provider for Affordable Rental Housing with Support Services

Please review the attached document and submit your proposal to the email address below by the closing deadline of **12:00 noon (local Toronto time) on December 17, 2021**

Proposals will not be considered unless received by the date and time specified above and received at the email address specified below.

INFORMATION SESSION	Week of November 22, 2021 More information will be posted at www.toronto.ca/affordablehousing
DEADLINE FOR QUESTIONS (in writing only)	December 3, 2021 – 12:00 noon All questions should be submitted in writing by email to Aviva Levy, Aviva.Levy@toronto.ca
ADDENDA	Addenda will be issued with answers to questions raised in the Information Session and questions received in writing. Addenda will be posted at www.toronto.ca/affordablehousing
CLOSING DEADLINE	December 17, 2021 12:00 pm (noon) Submit proposals to HousingSecretariatRFP@toronto.ca

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1 Introduction

1.1 Purpose of RFP

The City of Toronto, in partnership with Miziwe Biik Development Corporation, is pleased to release this RFP to select qualified non-profit Indigenous housing and support providers with proven expertise to lease and operate sites for the purpose of affordable housing with supports at **292-296 Parliament St. and 222 Spadina Avenue**. Further site specific information is included in Appendix 1.

This RFP is only available to non-profit Indigenous-led organizations in recognition of the urgent need to provide new safe, culturally responsive, affordable and supportive homes that are "for Indigenous by Indigenous".

Housing providers can submit a proposal to lease and operate one or more sites as part of their submission to the City. The proposal must clearly indicate which site(s) they are applying to operate.

The provider would have a strong management and financial track record of operating rental housing including affordable and social housing. The Provider would also have direct experience, or will work with a support provider with experience in:

- providing support services to formerly homeless individuals to stabilize their housing,
- preventing a return to homelessness,
- improving tenants' community integration and connectedness, and
- supporting tenants' emotional and physical health and well-being.

The terminology and definitions used in this RFP are in Appendix 2.

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.

1.2 Background

The City of Toronto is committed to truth, justice and reconciliation with Indigenous Peoples. Prior to the onset of the COVID-19 pandemic, Toronto was already experiencing high rates of homelessness among the Indigenous population, a situation exacerbated by the impacts of the pandemic. Higher rates of homelessness among Indigenous people in Toronto are connected to deep historical trauma, colonialism, oppression, racism, and discrimination.

Despite expanding the shelter system to provide space for physical distancing during the pandemic, and providing space for people to move indoor from encampments, shelter occupancy remains at capacity each night.

While ensuring that an adequate emergency shelter response for people in immediate need is important, providing appropriate permanent housing with supports is critical to reducing chronic homelessness. In September 2021, 45% (3,958) of people accessing Toronto's shelter system were experiencing chronic homelessness.

The City's HousingTO 2020-2030 Action Plan established an approval target of 40,000 affordable rental and supportive homes, including a minimum of 5,200 affordable and supportive homes for Indigenous Peoples to be delivered by Indigenous organizations by 2030. The two sites offered in this RFP provide up to 108 affordable and supportive homes towards this target.

The City and Miziwe Biik Development Corporation are in the process of entering into a Memorandum of Understanding (MOU) to further support the implementation of this target by 2030.

1.3 Who Should Apply to the RFP?

The City is seeking Indigenous-led non-profit housing providers with a strong management and financial track record of operating rental housing, preferably with social or affordable housing program experience. Organizations must demonstrate the ability to manage the building aimed at creating stable housing conditions for people experiencing homelessness.

To qualify as an Indigenous organization, you must meet **all** of the following criteria:

- Organization identifies itself as Indigenous;
- Board is comprised primarily of Indigenous members; and
- Organization is mandated to serve primarily Indigenous clients.

The second criteria will be met above if the Board is primarily comprised of members self-identifying as Indigenous. Proponents should also demonstrate their experience in delivering and ability to deliver the support services set out in Section 3.3 either directly or with an experienced support provider. Proponents may decide and, if applicable, are encouraged to partner with one or more third-party support agencies who have experience delivering services using a housing first, trauma-informed, culturally responsive, and harm reduction approach. Proponents and/or the support service providers must have experience in providing supports for the intended tenant group (described in Section 1.4).

Non-profit Indigenous organizations are invited to apply with non-Indigenous organizations, if their submission demonstrates a partnership arrangement that better meets the requirement of the RFP as outlined. Please note that the party or parties executing the Lease and Contribution Agreement must be non-profit Indigenous organization(s). Where both the housing provider and support service provider are Indigenous-led organizations, the proposal will be scored higher as reflected in the evaluation and scoring criteria (described in Section 6.6).

1.4 Intended Tenant Group

The intended tenant group for this RFP are Indigenous Peoples experiencing homelessness. These groups may be updated to align with future prioritization policies:

- People experiencing chronic homelessness, who meet at least one of the following criteria:
 - they have a total of at least 6 months (180 days) of homelessness over the past year;
 - they have recurrent experiences of homelessness over the past 3 years, with a cumulative duration of at least 18 months (546 days);
- Youth experiencing homelessness, aged 16 to 24;
- 2SLGBTQ+ (Two-Spirit, Lesbian, Gay, Transgender, Queer) people experiencing homelessness
- Seniors experiencing homelessness, aged 59 or older; and
- People sleeping outdoors.

With the goal of creating a balanced community of tenants within the building, the following additional considerations will be incorporated in the tenant identification process:

- People who meet more than one of the population criteria listed above, or who are members of other prioritized population groups, for example Indigenous youth experiencing chronic homelessness;
- People whose needs are best met by the support services available on site as well as services available in the local community; and
- Any accessibility provisions of an individual unit.

Recognizing that people's experiences of homelessness are intersectional, proponents may propose further eligibility criteria to be considered in addition to the priority groups identified above. For example, a proposal may wish to provide a specialized program for 2SLGBTQ+ youth, Indigenous women, or be limited to only one of the priority populations groups listed above. If no specific population group is identified in the proposal, proponents are expected to provide services to a combination of the tenant population groups identified above and should have supports and staffing in place to address their needs. All services will be expected to operate from a harm reduction approach and be able to meet the needs of individuals who use substances.

Tenants will be identified using the City's Priority Access to Housing and Supports (PATHS) process, which is a prioritization-driven approach to identifying people experiencing homelessness using a common assessment tool to ensure their support needs will be met. See Section 3.2 for more details. Tenants will be identified through a By Name List of people meeting the above eligibility criteria who are currently experiencing homelessness in the shelter system or living outdoors.

2 Funding and Resources

2.1 Support Services Funding

The Selected Proponent may be allocated one-time start-up funding upon signing the Lease, as well as an initial annual baseline level of funding for support services in 2022, as outlined below. Additional funding for support services might be available based on the type and level of support services provided. The City is also interested in working with Indigenous housing providers that have access to additional support services funding for tenants of these sites.

Address	Estimated Annual baseline funding for 2022 (subject to annual review)*	One-time start-up funding
292-296 Parliament St.	\$576,000	\$48,000
222 Spadina Ave.	\$2,016,000	\$168,000

** Please assume the baseline funding is available for the term of the lease, for the purpose of developing operating funding*

Actual funding amounts will be based on the types of clients and their support needs.

The City is committed to working with other orders of government to ensure sufficient support services funding is available for these projects on an ongoing basis. Should support services funding no longer be available, upon prior approval from the City, the building may be operated as Affordable Rental Housing, subject to terms and conditions set out in the Lease and the Contribution Agreement.

2.2 Housing Benefits

The City of Toronto will provide Housing Benefits to all tenants in both projects being offered through this RFP. The Successful Proponent will receive the difference between 80% of the city-wide Average Market Rent (AMR) for any one unit and the amount paid by the tenant. The amount payable by the tenant will be no more than 30% of their income or the shelter allowance of their Ontario Works or Ontario Disability Support Program benefits.

Proponents should identify in their proposal if there are additional sources of operating funding available for housing benefits or support services they will be bringing to this project. Additionally, all eligibility criteria or program-related criteria related to these sources of funding should be clearly articulated in the proposal.

2.3 Property Tax Exemption

The projects will be exempt from property taxes, for municipal and school purposes for the term of the Lease.

3 Expectations of the Successful Proponent

Lease and Contribution Agreement

The Successful Proponent selected to operate each project will be responsible for entering into a 50 year lease with the City (for a nominal rate), substantially in the form of the lease attached hereto and paying all costs associated with the operation, maintenance and repair of the project in accordance with the lease.

In addition, the Successful Proponent will be expected to enter into a Contribution Agreement with the City, substantially in the form of the agreement attached hereto, which will set out the obligations with respect to operating the project, such as rent and income levels for tenants.

3.1 Operation of the Building and Administering Rents

The Successful Proponent will be responsible for operating the building in accordance with the terms of the lease, and should have demonstrated experience managing a rental project of similar size.

The Monthly Occupancy Cost ("rent") must not exceed an overall average of 80% of the city-wide Average Market Rent (AMR), with no one unit exceeding 100% AMR. The City requires that Monthly Occupancy Cost include heat, water and hydro. Should tenants be required to pay their own utilities, a utility allowance must be provided to the tenant. The following Average Market Rents for 2021 and utility allowances are to be used in preparing a proposal.

Tenants will pay a maximum of 30% of their household income or the shelter allowance of their Ontario Works or Ontario Disability Support Program benefits for any one unit.

See also section 2.2 related to availability of housing benefits that will cover the gap between rents payable by tenants and the 80% AMR.

	80% AMR	Maximum Income Limit
Studio Unit	\$969	\$46,512
One-bedroom	\$1,145	\$54,960
Two-bedroom	\$1,329	\$63,792
Three-bedroom	\$1,517	\$72,816

Unit Size	Hydro	Heat	Water	Hot Water
Studio Unit	\$34	\$26	\$11	\$19
One-bedroom	\$34	\$26	\$11	\$19
Two-bedroom	\$49	\$30	\$21	\$26
Three-bedroom	\$57	\$31	\$25	\$32

Rent increases will be governed by the lesser of the guidelines set each year under Ontario's *Residential Tenancies Act, 2006* (RTA) and city-wide average market rents. The RTA guidelines apply pursuant to the terms of the Contribution Agreement, despite the current exemption for new buildings under the RTA.

3.2 Identifying Tenants

The City of Toronto's Shelter, Support & Housing Administration Division (SSHA) operates a Priority Access to Housing and Supports (PATHS) process which uses a system-wide, prioritization-driven approach to identifying and connecting tenants to vacant units with supports. The City will work with the Successful Proponent to co-develop a tenant access plan which may include the PATHS process. The process contributes to the adoption of a Coordinated Access System designed to reduce chronic homelessness, homelessness overall, and homelessness for priority populations (including Indigenous Peoples). Tenants for these units will be identified using this process.

Through PATHS, potential tenants will be identified from City-funded overnight services (shelters, 24-hour drop-ins, hotel/motel programs), the Streets to Homes Program, or other Indigenous serving programs. Standardized assessment tools are used to ensure the support needs of tenants can be met, and that a balance of support needs and population groups are created in the building. The assessment tools are used by agencies working with prioritized tenants and, with the tenant's consent, the results are provided to the Successful Proponent and any partner support service providers to inform support services plans and ongoing case management.

Where alternative funding may supplement the funding secured through this RFP, SSHA will work with the Successful Proponent to ensure all funding requirements are met. This may include working in partnership with The Access Point, Disability Services Ontario (DSO) and other funding bodies and/or wait list managers.

Prior to occupancy, SSHA staff will work with the Successful Proponent to co-develop a Tenant Access Plan for approval by City staff.

It will be the Proponent's responsibility to ensure all prospective tenants are income tested in order to meet the requirements of the City's Municipal Housing Facility By-law and [Affordable Rental Housing Program – Eligibility & Income Verification Guide](#), which requires that the household gross income limit be no more than four times the actual rent payable by bedroom type in the development.

3.3 Providing Support Services

The Successful Proponent must provide 24/7 staffing to deliver culturally appropriate housing stability support services to tenants for the term of the lease. This can be done through direct service provision or through working with experienced support service providers who will work with the tenants directly and liaise with the housing provider to promote housing stability.

The City of Toronto recognizes that Indigenous Peoples have the right to be actively involved in developing and determining housing and other economic and social support programs affecting

them. As such, support services plans that reflect unique experiences of Indigenous housing providers are encouraged and welcome. Funding available through this RFP could support culturally-appropriate services and connection with a local or home community specific to the tenant Indigenous group (First Nation, Inuit or Métis).

Proponents are encouraged to supplement the funding for supports secured through this RFP with existing or other funding opportunities in the interest of providing more complete wrap-around supports to tenants.

The Successful Proponent will use a Housing First, trauma-informed, culturally responsive, harm reduction, and eviction prevention approach to operating and providing support to tenants of these supportive homes and will be required to adopt any tenant-level, case management or reporting mechanisms that the City may require.

Housing First is an approach to addressing homelessness that focuses on helping people secure permanent housing as quickly as possible, with the supports they need to maintain it. The Housing First approach and core principles outlined here are the foundation for all services and programs to address homelessness and housing stability in the City of Toronto. The underlying philosophy of Housing First is that access to housing is not dependent on 'readiness' or on the person accepting treatment for any physical health, mental health or substance use issues, although those supports are offered. Research has shown that someone is more likely to have success in overcoming these challenges once they have access to permanent, stable housing. The five core principles of the City's Housing First approach are:

- Direct access to permanent housing as quickly as possible, with the supports needed to maintain it;
- No housing readiness requirements or programmatic preconditions to accessing housing services;
- Clients are offered choice in both housing options and supports provided;
- Individualized, client-centred supports are strengths-based, trauma informed, grounded in a harm reduction philosophy and promote self-sufficiency; and
- Social and community integration is encouraged through opportunities for participation in meaningful activities.

The support services to be made available by the Successful Proponent will include, but not be limited to,

- **Housing Stability Supports** such as housing placement activities, rehousing activities, housing-set up activities, and housing stabilization activities;
- **Eviction Prevention Supports** that aim to support tenants before a crisis occurs and reduces incidents of homelessness recidivism such as mediation activities, landlord liaison activities, hoarding supports, rent repayment plans and damage repair activities;

- **Economic Integration Supports** such as connecting tenants to income assistance, pre- and post-employment activities, and education and training assistance;
- **Social and Community supports** such as cultural, recreation and sport activities and Indigenous Elder consultations, gatherings, preparation of traditional foods, and navigation of urban services that help establish and maintain a culturally-relevant support network (i.e. Indigenous language and culture classes);
- **Clinical and Treatment Supports**, that are culturally responsive, and that seek to improve the physical, emotional and psychological health and well-being of tenants such as brokering and navigating access to clinical, health and treatment services through case management, harm reduction activities and professional fees and honoraria for Indigenous Elders or traditional healers, and supports for access to traditional and culturally-sensitive healing services (i.e. healing circles, sweat lodge ceremonies, access to traditional medicine);
- **Basic Need Supports** that contribute to housing stability such as food provision, life skills development, groceries, hygiene supplies, laundry, shoes and clothing, hoarding supports, personal identification, access to technology in a community setting, bus or transit fare related to integration activities. Funding may also support culturally-relevant services and connections with local or home community specific to tenant Indigenous group (First Nation, Inuit or Métis), cultural ceremonies, access to traditional foods and medicines and other supports with the goal of increasing cultural connections and an individual's sense of belonging in a community; and,
- **Connectedness with history, traditions, and culture**, and to provide opportunities to build a greater sense of self. The types of traditional supports included: Opportunities to participate in sharing circles; Opportunities to attend community events and celebrations, ceremonies, medicine picking, and naming ceremonies to obtain their spirit names; and, Opportunities to learn about the impact of colonization, residential schools, and history on self.

Additional details on the City's proposed approach to support services is provided in Appendix 3: Eligible Support Services.

Staffing for Support Services


The intensity of support services will vary depending on the specific needs of tenants. Therefore, the Successful Proponent must ensure a sufficient staff to client ratio in order to meet case management needs.

Eligible staffing positions include:

1. Case managers (see recommended ratios below);
2. Personal support workers;
3. Indigenous elders, and traditional and cultural teachers

4. Peer support workers;
5. Residential support workers;
6. Housing support workers;
7. Hoarding specialists;
8. Vocational/social activity instructors;
9. Community Liaison specialists;
10. Cooks and other food handling positions;
11. Other staffing positions to provide holistic and culturally responsive services will be considered as proposed.

The following staff-to-client ratios for case managers should be used as a guide when determining the intensity of supports offered by a Proponent. The ratios are reduced when supports target youth tenants, as recommended by the [Canadian Observatory on Homelessness](#).

	Standard staff to client ratio	Youth staff to client ratio
 <p>Lower support</p>	1:25-30	1:20-25
	1:20	1:15
	Higher support	1:10

It is expected that the Successful Proponent will support clients for as long as required, and, if necessary, transition the client to a different level of support, should the need arise.

Support services must be responsive to the individualized needs of tenants, which may vary overtime. For instance, specific supports for youth tenants are to assist in the transition to healthy adulthood through engagement with education and training, employment, and/or family reunification, where appropriate. Supports for people leaving institutional care are to meet the housing and other requirements of the relevant service system, with the goal of preventing a return to provincial institutions or homelessness.

3.4 Desired Outcomes

Upon selection of the successful proponent:

- The Successful Proponent will meet its obligations under the terms of the Lease and the Contribution Agreement throughout the Term and will provide written reports and other matters in an acceptable form as outlined in the attachments and Schedules
- The Successful Proponent will use the work plan included below to set mid-year and year-end targets and then report on actuals
- The Successful Proponent will complete the required PATHS reporting (on initial take-up and turn over) within 7 days of a unit being occupied.

Work Planning Chart

Activities	Sub-Activities	Outputs	Targets Required?	Reporting Level
Homelessness Prevention	Eviction Prevention	# of Clients Provided with Eviction Prevention Services	Yes	Client Level
		# of Clients who Received Emergency Funding	Yes	Client Level
	Shelter Diversion	# of Clients Placed into Housing after Exiting a Public Institution	Yes	Client Level
		# of Clients Placed into Housing related to an Emergency	Yes	Client Level
Housing Access	Housing Placement	# of Clients Placed into Housing	Yes	Client Level
		# of Clients Provided with Housing Set-Up	Yes	Client Level
		# of Clients who are Receiving a Housing Subsidy	Yes	Client Level
Housing Focused Client Supports	Case Management Supports for Housing Stabilization	# of Clients who received Follow Up Supports or Supports to Daily Living	Yes	Client Level
		# of Clients Provided with Basic Needs Services	Yes	Client Level
		# of Clients Provided with or Referred to Social and Community Integration Activities	Yes	Client Level
		# of Clients Referred to Clinical or Treatment Services	Yes	Client Level
		# of Clients Supported to Secure New Income Supports	Yes	Client Level
		# of Clients Supported to Start New Employment	Yes	Client Level
		# of Clients Supported to Start New Job Training	Yes	Client Level
		# of Clients Supported to Start New Education	Yes	Client Level

4 Legal Agreements

The Successful Proponent will be required to enter into various agreements, copies of which are attached in Appendices 4 and 5.

Proponents should carefully review all legal agreements attached before making a proposal in response to this RFP. By submitting a proposal, Proponents will be deemed to have agreed to the terms of all agreements, substantially in the form of the documents attached.

5 Making a Proposal

Proponents must fully respond to all sections as outlined in this section. To assist in the preparation of proposals, Appendix 6 contains a Submission Checklist of all required submission documents.

5.1 Executive Summary

(a) Letter of Introduction

The Letter of Introduction will introduce the Proponent to the City by setting out a brief outline of the proponent and the members of the team making the proposal. The Letter of Introduction should be signed by the person(s) authorized to sign on behalf of, and to bind the Proponent to, statements made and information contained in the proposals to this RFP. The Letter of Introduction should contain the same signature as the person signing the Proposal Submission Form.

The Letter of Introduction should indicate that the Successful Proponent will adhere to the City's Anti-Racism, Access and Equity Policy and Guidelines, Schedule C to the Offer to Lease.

(b) Table of Contents

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

(c) Summary of Proposal (Not Scored)

The summary should outline in a clear and concise manner the key qualifications of the Proponent and the key features of the proposal. Please clearly identify in this section which sites are applied for as part of the submission.

Proponents can submit a proposal for one or more sites as part their submission to the City. If applying for more than one site, please indicate the order of preference in the Summary of the Proposal section.

Assessments will be undertaken on a site by site basis. Organizations proposing to operate more than one site might be asked to provide additional information to show their organization's financial viability.

(d) Signed Offer to Lease

The Offer to Lease submitted by the Successful Proponent will be accepted by the City. If an acknowledgement of your acceptance of the terms of the attachments to this RFP is included in your proposal, there is no need to include the attachments.

5.2 Affordable Rental Housing Management Qualifications

The Proponent must demonstrate their experience in operating good quality rental housing with support services, providing property management services, maintaining a portfolio of rental housing in a state of good repair by providing the following:

- (a)** An outline that demonstrates the Proponent has the experience to effectively manage the project over the term.
- If the Proponent is interested in the site located at 222 Spadina Avenue, it should specify any experience (internally or through a third party property manager) managing a condominium, working with Condominium Board of Directors or managing Shared Facilities Agreements. If this requirement is being met by a third party, their qualifications, experience, and expertise should be included in the response for the purpose of evaluation.
- (b)** References for housing projects managed over the past five years by the Proponent, including:
- name of the reference and their relationship to the Proponent or partner;
 - a contact name and title, postal address, telephone number, e-mail and website, if any;
 - a description of the project, highlighting the number of units, location, type of tenants, tenure, age of building, specific features, etc. and;
 - the services provided to the reference and for what period. Note any specific difficulties encountered in the management of the project, if applicable, and outline how they were overcome.
- (c)** Information on how replacement reserve funds have been managed to demonstrate successful management of capital assets, through capital replacement reserve studies or building condition assessments commissioned.
- (d)** A list of key consultants, organizations and individuals known at this time that would be involved in property management and in providing support services, their experience and expertise in relation to similar projects and an outline of the duties and responsibilities to be assumed in the operation and management of the proposed project and the provision of support services.

- (e) A list of resumes for the consultants and individuals that would be involved in property management and the provision of support services provided in an appendix to the Proposal. Include a signed consent authorizing the disclosure of personal information to the City, or its designated agent, for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.

5.3 Corporate Financial Viability

The Proponent must demonstrate that they are a financially sound and viable organization that has the experience and capability to successfully operate the project, including the provision of supports by providing the following:

- (a) Proof of financial viability -
audited financial statements or annual report for the two (2) most recent years available; including reserve funds;

OR

a letter from its financial institution or accountant providing assurance to the City that the Proponent has been, and is:

- i. financially viable and solvent as a going concern; and
- ii. that the undertaking of this project will not put any undue financial burden on the Proponent.

- (b) Copies of the organization's Articles of Incorporation or Letters Patent, the general and borrowing bylaws, as well as a list of the directors.

- (c) If the Proponent has been formed to manage this project, information about each member organization, including the corporate and financial information above. Describe the legal nature of the relationship and the roles and responsibilities of each party and provide any agreements setting out the relationship, roles and responsibilities. Provide details of how and when the parties have worked together in the past.

5.4 Support Services Qualifications

Demonstrate the Proponent's experience and qualifications in providing support services by submitting answers to each of the following questions. Make sure to address each bulleted item to ensure your answers are complete.

- (a) **Please summarize the qualifications (skills and experience) of your organization, including members of the leadership team or the partner agency's for delivering support services that serve individuals who are**

experiencing homelessness or are at-risk of homelessness, with specific attention to the following areas:

- Culturally responsive support services for Indigenous Peoples, including working with or supporting Indigenous Peoples experiencing homelessness or at-risk of homelessness to connect with culturally-competent services;
- Mental health and substance use supports;
- Complex case management;
- Housing first informed service delivery;
- Working with and supporting youth, seniors and other vulnerable and marginalized populations experiencing/at risk of homelessness
- System navigation and familiarity with accessing services at various levels of care;
- working with a trauma informed, culturally responsive, and harm reduction informed service delivery;
- providing peer-based supports;
- engaging with local community members and building positive relationships with neighbours;
- data collection and reporting for evaluation and quality assurance purposes.

(b) Please summarize your organization's qualifications (skills and experience) in program administration with specific attention to the following areas:

- Accepting referrals for housing placement and support services through formal access processes, such as internal waiting lists or the City's Priority Access to Housing and Supports (PATHS) process;
- Adhering to City requirements, as required, including program oversight, contract compliance, financial and results reporting requirements, changes in target population groups, and case load management standards;
- Implementing standardized tools to enhance client assessments and improved support service provision;
- Adopting any case management or reporting software that the City may require;
- Participating in any other reporting and/or evaluation as required by the City.

(c) In the case that support services are delivered through a third-party partner agency, confirm that the support services delivery partner is an organization that is:

- Located within the boundaries of the City of Toronto, or an urban off-reserve Indigenous-led organization located in the City of Toronto who may also provide culturally-based programming outside the boundaries of the City of Toronto;
- An organization incorporated and in good-standing as a not-for-profit or be an urban off-reserve Indigenous-led organization;
- Not or has not been indebted to the City or been in default of the terms and conditions of any agreement (including any previous grant agreement) with

any division, agency, board or commission of the City of Toronto under the discretion of the Division Head.

5.5 Operating and Management Plan

The Proponents must submit a separate Operating and Management Plan for each building being applied for.

Demonstrate that your proposal is financially viable for the term of the Lease with the City, and that the Successful Proponent can continue to provide quality, affordable, rental housing with supports throughout the term, by providing the following:

- (a) A rental management plan explaining the roles and relationships of all parties and staff involved in the management and operation of the building, including:
 - what organization will be responsible for property management;
 - how safety and security will be managed;
 - how site supervision will be implemented;
 - how tenant relations will be managed.
- (b) A fulsome description of the organizational, operational, hiring, and other policies, procedures and legal requirements the Proponent would implement to ensure the building is operated in a safe and secure manner for its tenants and the surrounding neighbourhood.
- (c) A description of the intended use of the amenity spaces (such as the commercial kitchen (where available) and amenity area)
- (d) A plan for staff, tenants and service contractors to ensure long term sustainability of the building. Include information about routine and innovative management strategies such as preventive maintenance for the building to establish sustainable practices and awareness among tenants.
- (e) A completed Operating Budget (in the form attached as Appendix 7) with detailed notes on assumptions to arrive at cost figures. Include figures for the entire development, if any. The Operating Budget should take into consideration the following assumptions:
 - The Operating Budget should include a capital replacement reserve fund of no less than 5% of the annual gross income (including all subsidies) from the project, including any rent supplement income and other affordability payments from the province or the City of Toronto, in accordance with the terms of the Lease. The City reserves the right to review the amount of the reserve fund contribution with each building condition assessment (BCA) conducted and to require the Successful Proponent to increase the amount of the contribution where the City has determined in its sole discretion that

the amount of the contribution is not sufficient to establish at the end of each lease year the annual amount required in the most recent BCA. A BCA will be updated every 5 years, unless requested sooner by the Executive Director, Housing Secretariat.

- The City's property tax exemption should be assumed for the purposes of preparing the budget.
- Operating budgets are to be based on 2021 costs.

- (f) A completed 10-year Operating Budget to show the sustainability of the project over time with anticipated inflationary costs.

5.6 Support Services Plan

The Proponents must submit a separate Support Services Plan for each site for which a proposal is being submitted.

This section of the Proposal should demonstrate that the Proponent and/or support services provider(s) have a sound support services plan to support tenants to achieve and maintain housing stability.

The City of Toronto recognizes that Indigenous Peoples have the right to be actively involved in developing and determining housing and other economic and social support programs affecting them. As such, support services plans that reflect unique experiences of Indigenous housing providers are encouraged and welcome.

In completing the Support Services Plan, please refer to Appendix 3- Eligible Support Services. The information provided in this section will be incorporated into and become an obligation under the Contribution Agreement between the City and the Successful Proponent.

- (a) **Please provide a support service plan detailing the types of supports that will be provided to meet the desired outcomes in Section 3.4 with specific attention to the following mandatory program components :**

- Services that are client-centred, strength-based, culturally responsive, trauma-informed and responsive to the individualized needs of vulnerable and marginalized tenants;
- Services that adopt a culturally-competent, Indigenous-led service delivery approach for Indigenous tenants (e.g. cultural ceremonies, traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community);
- Services that adopt a Housing First approach which focuses on helping people to find permanent housing as quickly as possible, with the supports they need to maintain it. This includes rapid access to housing with no housing readiness requirements, client choice, support services, and a focus on community integration;

- Services that adopt a Harm Reduction approach that is designed to reduce substance- related harm without requiring abstinence;
- Services that adopt an Eviction Prevention approach which aims to prevent homelessness before a crisis occurs;
- Services that improve tenants' integration and connectedness to support structures and the community through the provision of economic integration services, social and community integration services, and basic needs services;
- Services that improve tenants' physical, emotional, and psychological health and well- being through brokering and navigating clinical and treatment services including minimum frequency of case management services provided on site and their availability during various shifts, as outlined in (c) below;
- Services that provide system navigation for accessing services at various levels of care; and
- Services that include a discharge plan if a tenant wishes to move out or no longer requires the level of support offered.

(b) Please describe project's target tenant group and how they will benefit from the support service activities:

- Clearly identify the target tenant group for your project, aligning with the priority population groups outlined below and in Section 3.2. The description of target group/s should highlight any intersectional criteria which exist alongside the groups identified above. For example, a proposal may wish to provide a specialized program for 2SLGBTQ+ youth, Indigenous women, seniors, or adults with a disability.
- Clearly demonstrate your organization's skills and experience providing services to the target tenant group and how they will benefit from housing with support activities;
- The target tenant group must be individuals experiencing homelessness. Through a co-developed access plan, priority is given to those identified as facing specific barriers to securing housing. In addition to Indigenous Peoples being identified for these units, the PATHS Process prioritizes the following populations groups (subject to updated prioritization policies). Further, projects may identify more specific demographic groups to serve (for example, 2SLGBTQ+ Youth, seniors, Indigenous women).
 - a) **Chronic homelessness** – People experiencing homelessness for 6 months in the past year or 18 months in the past three years;
 - b) **Youth homelessness** – People aged 16-24 and not accompanied by a parent or guardian; and
 - c) **Seniors homelessness** – People aged 59+.
- Though not required, please highlight any groups with specific support needs you intend to serve, such as people experiencing developmental disabilities, physical disabilities, mental health issues, substance use

issues, etc. Any additional eligibility criteria will be applied alongside the priority populations identified above.

(c) Please summarize your staffing plan detailing the roles and responsibilities of staffing positions, specific staffing model, client caseloads, and the staff to client ratio by the hours/days .

- Include how the intensity of support services will vary depending on the specific needs of tenants;
- Include how a sufficient staff to client ratio will be maintained in order to meet case management needs (see Section 3.3)
- Include how the Successful Proponent will support clients for as long as required and, if necessary, transition the client to a different level of supports if the need arises.
- A list of resumes or job descriptions for key consultants, organizations and individuals known at this time including People with Lived Experience, who would be involved in providing support services, their experience and expertise in relation to similar projects and an outline of the duties and responsibilities in support provision for the clients;
- Include a signed consent authorizing the disclosure of personal information to the City, for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.
- Plans for recruiting, training and on-boarding an appropriate number of staff with proven experience and qualifications to meet the needs of tenants and how the Proponent will adjust staffing based on needs of tenants that may vary over time and when new tenants move in upon turn-over.

(d) Please outline key project risks, such as COVID-19, managing vacancies, managing challenging tenants etc. and how they would be mitigated. (.

- Describe your organization's plan to operate during the pandemic and mitigate risks associated with COVID-19 transmission;
- Describe your organization's plan to manage vacancies in the building;
- Describe your organization's plan to manage challenging tenants who may cause physical damage to units and/or interfere with other tenants' reasonable enjoyment of a unit and/or building common areas for all usual purposes; and
- Describe any other risk mitigation plans, as appropriate.

(e) Please provide a breakdown of costs for support services based on a 12-month period with assumptions considered to achieve the proposed cost figures (using the form attached as Appendix 8).

- Overhead Costs related to support services cannot exceed 15% of Total Support Service Expenses.

- The Successful Proponent's funding allocation from the City will be prorated according to the start date of the project in the given financial year.
- Please assume the baseline funding is available for the term of the lease for purpose of developing operating funding
- Provide **details of additional funding available to** the Proponent or partner agency to deliver housing-specific support services programs appropriate for the Intended Target Group, including:
 - Written confirmation from the funding source regarding availability of funding for delivering support services including amount and duration of funding.
 - Funding program details – including eligibility criteria, eligible and ineligible costs, eligible staffing positions, etc.

5.7 Community Communications and Outreach Plan

The Proponents must submit a separate Community Communications and Outreach Plan for each building being applied for.

Demonstrate the Proponent’s capacity and plans to work with the local community and relevant stakeholders and to facilitate the integration of the proposed housing and its tenants into the community, by providing the following:

- (a) An brief outline of the proposed community communications and outreach plan, including pre-occupancy activities and on-going policies and practises during occupancy including establishing a Community Liaison Committee in collaboration with the City.
- (b) An outline of plans for addressing specific neighbourhood issues in an effective and timely manner following the opening of the building, including plans for conducting periodic security audits with law enforcement during the first year of operation.

5.8 Additional Mandatory Requirements

Each proposal must include the completed mandatory submission form provided in Appendix 9.

6. The RFP and Selection

6.1 The RFP Process

The RFP process is governed by the Terms and Conditions set out in Appendix 11. The Selection Committee, composed of staff from the Housing Secretariat, SSHA and Corporate Finance, and staff from Miziwe Biik Development Corporation, is bound by the procedures set out in this RFP and must ensure that all Proposals receive fair and equitable treatment throughout the evaluation process.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding. The City is under no obligation to choose a Proponent if none meet the requirements outlined in this RFP.

6.2 Schedule of Events

Milestone	Date
RFP issued	November 8, 2021
RFP Online Information Meeting	Week of November 22
Site Visits	Week of November 29
Deadline for Questions from Proponents	December 3
Release of Final Addendum (if any)	December 10
Proposal Submission Deadline	December 17
Interviews (if applicable)	Week of January 3, 2022
Selection Announcement	Week of January 10
Lease commencement Date	January 2022

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible on the City's Housing Secretariat website at www.toronto.ca/affordablehousing.

6.3 Information Session and Site Visit

A virtual information session will be held during the week of November 22. Visit www.toronto.ca/affordablehousing for instructions on how to join in, listen and ask questions.

Site visits at each of the 2 sites will be arranged after the information session. Proponents interested in site visits must contact Aviva Levy, Senior Strategic Policy Consultant, Housing Secretariat, at Aviva.Levy@toronto.ca by November 26, 2021. Proponents may send a maximum of 1 person for the site visits. The information session and site visits are not mandatory.

6.4 Questions

Please direct any specific questions regarding this RFP in writing to Aviva Levy, aviva.levy@toronto.ca before the deadline for questions date below. 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.

6.5 Addenda

If it becomes necessary to revise any part of this RFP, post questions and answers or clarify aspects of the RFP, the information will be by Addendum circulated electronically and noted on the City website <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>. Potential proponents should monitor this webpage frequently until the day of submission deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Closing Deadline.

The City will make all reasonable efforts to issue the final Addendum (if any) no later than five (5) days prior to the Deadline.

6.6 Evaluation Criteria

Proposals will be assessed on the basis of the criteria set out below. A successful proposal must score a minimum of 70% of the points in each category and in total.

The City shall not be obliged to accept any proposals in response to this RFP.

EVALUATION CRITERIA	Points Available
Mandatory Form	Pass/Fail
Executive Summary	Not Scored
Affordable Rental Housing Management Qualifications	15
Corporate Financial Viability	10
Support Services Qualifications	15
Operating and Management Plan	25
Support Services Plan	20
Community Communications and Outreach Plan	15
Indigenous-led organization or support provider	10
TOTAL	110

6.7 Proposal Evaluation and Selection Process

- a. The Selection Committee will evaluate Proposals based on the information provided by the Proponents in their submissions and will score Proposals using the above Evaluation Criteria.
- b. Proponents scoring a minimum 70% may be required to attend an interview with the Selection Committee. The interview will be used to clarify information in Proposals only. No new information is permitted. The interview will be used to confirm or revise the Proponent's score before the Selection Committee's final decision.
- c. A Proponent may be invited to an interview, the results of which will be used as a mechanism to revisit, revise, confirm and finalize the evaluation score. Interviews may be conducted in person, virtual or by phone.

The representatives of a Proponent who attend an interview are expected to be knowledgeable in the content of the RFP and the Proposal. The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to notify those Proponents not receiving an invitation for an interview. No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

- d. The Selection Committee may also ask Proponents for clarification in writing. A request for clarification is only intended to remove contradictions or ambiguities in a Proposal to permit a fair evaluation. No new information is allowed. The Selection Committee may request this further information from one or more Proponents and not from others. Any information provided in writing by a Proponent in response to a request for clarification will form part of their formal Proposal.

Appendices

Appendix 1 - Site Specific Information

292-296 Parliament St.

The existing building is a three storey mixed-use building which includes common spaces, a restaurant and a parking garage on level 1, dwelling units on levels 2 and 3 and additional outdoor amenity space on level 3.

The building at its entirety will be leased to the selected operator, including 6,750sq ft of commercial space. The Selected Proponent will be responsible for maintenance of the entire building and common areas, and subleasing the commercial space to any sub-tenants, **subject to the consent of the City, on** terms and conditions as required by the City, as outlined in the Lease Template. **The sublease will be a net lease with nominal basic rent. The Selected Proponent will be entitled to collect the subleasee's proportionate share of applicable common and operating expenses related to the sub-leased premises.**

The City has acquired the building and is undertaking interior renovations and alterations to create 24 self-contained homes including 10 one-bedroom and 14 two-bedroom units on level 2 and 3, which will be leased to the Successful Proponent. It is estimated the renovation of the building to be completed in December 2021. Photos of the building (currently under construction) can be accessed [here](#).

Additional Lease Terms may incorporated into the Lease Agreement for this site and will be provided as an addendum to the RFP.



Scope of Renovations

The City has committed significant program funding and financial resources for the renovation of the building and the long-term delivery of affordable rental housing with support services at 292-296 Parliament St.

Renovations underway include interior work, improving the building structure including changing the roof, and the mechanical systems:

- Upgrade washrooms where needed.
- Upgrade kitchens where needed
- Flooring upgrades in corridors, offices and meeting rooms, and units
- Paint throughout common areas, offices and meeting rooms, and units
- Adding new rooftop amenity space
- Exterior upgrades where needed.

Unit Furnishings and Office Equipment

Each residential unit will be equipped (at the expense of the City) with kitchen appliances (full size fridge, stove, and microwave), a bed, bedbug-resistant mattress, a chest of drawers, and desk and chairs.

The Successful Proponent will be responsible for furnishing the common areas and office spaces. The City strongly encourages durable, bedbug-resistant furnishings throughout the building.

222 Spadina Ave.

The 222 Spadina Avenue property is a rectangular site located on the west side of Spadina Avenue mid-block between Queen Street West and Dundas Street West. The property fronts onto Spadina Avenue to the east and Cameron Street to the west. The existing development on the site is a ten-storey mixed commercial residential building (Chinatown Centre) consisting of four separate condominium corporations. Two condominiums operate the commercial portions of the building, located on the lower two levels and parking levels and include retail and restaurant uses that front onto Spadina Avenue. A separate condominium operates the 3rd, 4th and 5th floors facing, and with access off, Spadina Avenue, which has been used as hotel. Another condominium operates the 124 existing residential dwelling units located on the upper floors and accessed from an entrance on Cameron Street.

The City has acquired the condominium units on the 3rd, 4th, and 5th floors (previously used as a hotel) and is undertaking interior renovations and alterations on the hotel room floors to convert the 92 hotel rooms to 84 self-contained homes, with shared laundry, a communal area and programming space, and a new outdoor amenity space on the 5th floor. There will be 78 studio apartments, 4 one-bedroom units and 2 two-bedroom units. It is estimated the renovation of the hotel to be completed in late 2021- early 2022.

The total gross floor area of the affordable housing space within the development would be 5,590 square metres, plus a 78 square metre outdoor amenity area. Photos of the building (currently under construction) can be accessed [here](#).

Additional Lease Terms may be incorporated into the Lease Agreement for this site and will be provided as an addendum to the RFP. The City may amend the insurance provisions in the lease, in its sole discretion acting reasonably, prior to the execution of the Lease Agreement.

Scope of Renovations

The City has committed significant program funding and financial resources for the renovation of the building and the long-term delivery of affordable rental housing with support services at 222 Spadina Ave.

Renovations underway include interior work, improving the building structure and the mechanical systems including, but not limited to:

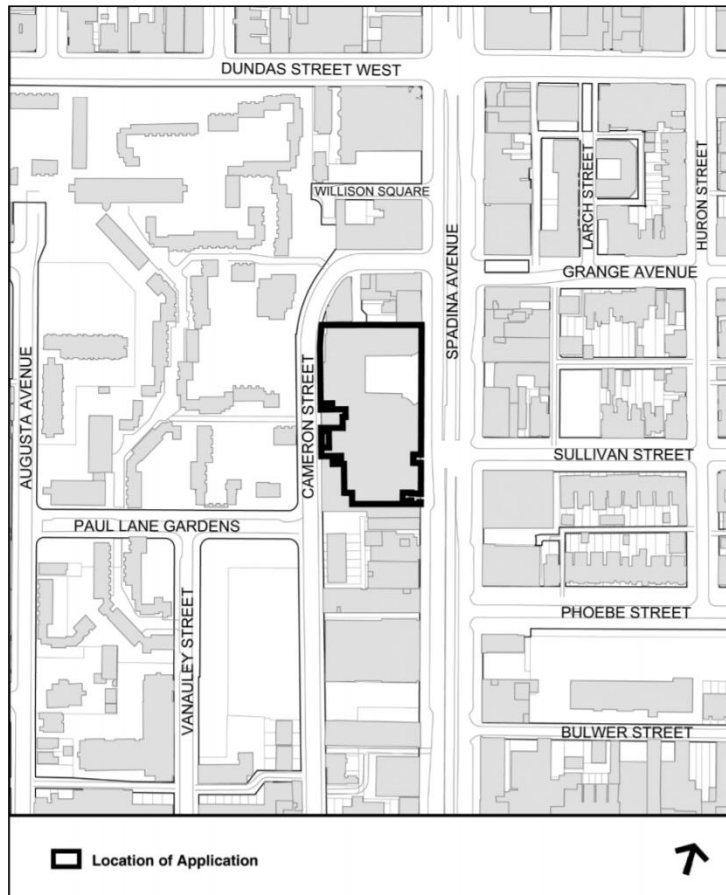
- Upgrade washrooms where needed.
- Addition of kitchenettes in all units
- Flooring upgrades in corridors, offices and meeting rooms, and units
- Upgrade existing and/or add new lighting in corridors and units
- Paint throughout common areas, offices and meeting rooms, and units
- New laundry room with rough-ins and sink – no appliances
- Upgrade servery (cabinets and paint job)
- Addition of indoor/outdoor amenity areas
- Security upgrades to limit mall access including cameras

Unit Furnishings and Office Equipment

Each residential unit will be equipped (at the expense of the City) with kitchen appliances (full size fridge, cooktop, and microwave), a bed, bedbug-resistant mattress, a chest of drawers, and desk and chairs. Meeting rooms will also include tables and chairs.

The Successful Proponent will be responsible for furnishing the rest of the common areas and office spaces. The City strongly encourages durable, bedbug-resistant furnishings throughout the building.

Attachment 1: Location Map - 222 Spadina Avenue



Appendix 2 - Terminology and Definitions

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

"Access Plan" means a policy established by the Proponent, and approved by the Housing Secretariat, specifying how tenants are to be selected and how information about such process is disseminated to the public.

"Affordable Rental Housing" means permanent affordable rental housing with the Monthly Occupancy Costs of each unit set at 80% of Average Market Rent or lower.

"Average Market Rents" or "Average Rents" or "AMR" means average monthly City-wide rents by bedroom type as determined in the 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 or 2-bedroom.

"City" means the City of Toronto.

"CMHC" means Canada Mortgage and Housing Corporation.

"Community Liaison Committee" means the committee formed for the purpose of facilitating information sharing and dialogue; building and maintaining positive relationships amongst the non-profit operator of the building, the city and neighbours, and consists of representatives of neighbouring businesses, resident associations and neighbours, the City of Toronto, the non-profit operator, and the local Councillor's office.

"Contribution Agreement" means the written contract, substantially in the form of the Contribution Agreement attached to this RFP, to be entered into between the City and a Successful Proponent with respect to the operation of the affordable housing contemplated by this RFP.

"Council" means Toronto City Council.

"Division Head" means the Executive Director responsible for the administration of the City's Housing Secretariat and includes his or her designate or successor, if any.

"Lease" means the lease to be entered into with the City, for the site, substantially in the form of the Lease attached to the 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.

"Overhead Expenses" means costs for activities or services that benefit more than the specific project, costs that are usually allocated indirectly including building operational costs/utilities, rent/mortgage, audit and legal, office materials/supplies, equipment rental and administrative staff and materials and services purchased in bulk and /or for general organization operations.

“Proponent” means a non-profit legal entity, being a person, partnership or firm that submits a Proposal in response to this formal Request for Proposal.

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

“Province” means the Province of Ontario as represented by the Minister of Municipal Affairs and Housing.

“RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any Addenda that may be issued by the City and published on the website at www.toronto.ca/affordablehousing.

"Supportive Housing" means affordable rental housing with housing benefits and support services that enable people needing assistance to live as independently as possible in their community.

“Successful Proponent” means the Proponent or Proponents whose Proposal, as determined through the evaluation criteria described in the RFP, best meets the City’s requirements and with whom the City enters into a Contribution Agreement and lease for one or more housing sites described in this RFP.

"Total Support Service Expenses" means costs for activities or services that benefit the specific project such as salaries for project staff and materials required for a particular project, which costs are usually charged to projects on an item-by-item basis because these activities are directly linked to projects.

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

Appendix 3 - Eligible Support Services

Support Services refer to those services that tenants receive to promote housing stability and improve quality of life. Different types and intensities of supports will be required to meet the varying needs of tenants and this framework should be used as a guideline only. Programs may not fit neatly into one category of support.

The supports provided to tenants will be based on individualized assessment of need and tenant preferences. Supports may be provided directly through programs, through referral or through partnerships with other organizations.

HOUSING SUPPORTS

Housing Set-up

Activities which cover costs associated with setting up a housing unit, including: maintenance (for example painting), moving, furniture, kitchen, basic groceries and supplies at move-in, etc. If another program offers first and last month's rent or damage deposits (e.g. Ontario Works), that funding should be exhausted first for these purposes.

Housing Stabilization

Housing Stabilization Supports include follow-up or post-placement supports for clients or households that are at risk of homelessness living in transitional or permanent housing units. Housing stabilization supports may be tied to the unit or may be portable and therefore move with the tenant.

EVICTION PREVENTION SUPPORTS

Prevention

Prevention includes activities aimed at preventing homelessness by supporting individuals and families at imminent risk of homelessness before a crisis occurs. This includes supporting individuals and families who are currently housed but at-risk of losing their housing, and preventing individuals who are being discharged from public systems (for example, health, corrections, and child welfare) from becoming homeless. Populations at imminent risk of homelessness are defined as individuals or families whose current housing situation will end in the near future (for example, within 2 months) and for whom no subsequent residence has been established. Eligible activities (through direct delivery or referral) include:

- Discharge planning services for individuals being released from public systems (for example health, corrections, and child welfare).
- Help obtaining or retaining housing, including shared housing.
- Landlord liaison and intervention to prevent eviction and preserve tenancies.
- Advice on budgeting, credit counseling and debt consolidation.
- Legal advice, advocacy and legal representation in order to avert eviction.
- Emergency assistance to help avert eviction (for example food, clothing, transportation vouchers, cleaning/repair of damage to a rental unit).
- Moving costs.

CLIENT SUPPORT SERVICES

Client support services include individualized services to help improve integration and connectedness to support structures, such as the provision of basic needs and treatment services. They may also include services to support the economic, social and cultural integration of individuals and families.

Economic Integration Services

Eligible activities include:

- Income assistance: services directed towards individuals and families to help them access income benefits (for example Ontario Works or Ontario Disability Support Program social assistance, child benefits, disability benefits, veterans allowance, old age security, or employment insurance).
- Employment assistance: pre- and post-employment services (for example job search assistance, interview preparation) that bridge individuals and families to the labour market and assist them to maintain employment and build self-sufficiency.
- Education and Training assistance: services to support essential skills development (for example, reading, document use, numeracy, writing, oral communication, working with others, thinking, computer use and continuous learning), services to connect individuals and families to education and training programs and services to support the successful participation in these programs (for example bus passes, clothing or equipment, food and non-alcoholic beverages, internet access for the duration of the program).

Ineligible activities include:

- Employment activities normally delivered by other federal, provincial or territorial labour market programs
- Job wages for individuals participating in an education, training, or pre-employment program
- Salary for a full-time teacher to provide an alternative to provincial education
- Tuition
- Workplace skills development
- Apprenticeship grants

Social and Community Integration Services

Eligible activities include:

- Supports to improve social integration, for example, costs of participation or provision of cultural/art/recreational/sports activities.
- Indigenous Elder consultation, gathering and preparation of traditional foods.
- Establishing and maintaining culturally relevant responses and supports to help Indigenous individuals and families (for example navigation of urban services including to help establish and maintain culturally relevant support networks within an urban environment; Indigenous language and culture classes).

Ineligible activities include:

- Purchase of alcoholic beverages.

Clinical and Treatment Services

Clinical and treatment services are activities that seek to improve the physical, emotional and psychological health and well-being of individuals and families who are homeless or at imminent risk of homelessness.

Eligible activities include:

- Brokering and navigating access to clinical, health and treatment services (includes mental health and addictions support) through case management, including through an Intensive Case Management team.
- Partnership development, liaison and integration to bring together services to support the needs of individuals or families or to establish case management teams where none exists.
- Delivery of harm reduction activities that seek to reduce risk and connect individuals and families with key health and social services. These activities may include, for instance, storage, distribution and provision of materials and/or supplies (for example needles), prevention interventions (for example targeted programming to prevent substance abuse in homeless youth and/or youth at-risk of homelessness); managed alcohol programs, connecting individuals to harm reduction services.
- Professional fees for services provided in support of Indigenous individuals and families (for example services provided by Indigenous Elders or traditional healers). The value of professional fees, gifts or honoraria must be proportional to the service rendered and should not exceed the reasonable and customary amount for each service.
- Supports to access traditional or culturally sensitive healing services (for example healing circles, sweat lodges ceremonies, access to traditional medicines) that are not offered through provincial programming. Eligibility is not based on service location (for example may be local or require travel to a non-local Indigenous community).

Ineligible activities include:

- Providing general health and medical services (for example doctors, nurses and other medical professional salaries), mental health or addictions support services (for example, counselling, treatment, and hospitalization) that are already provided through provincial areas of responsibility.
- An ACT team provides access to services that are the responsibility of the Province and therefore cannot be funded with support service dollars (e.g. psychiatrist, doctor, nurse, substance abuse specialist). However, assisting with project coordination of an Assertive Community Treatment team, and linking individuals and families to existing Assertive Community Treatment teams is eligible.

Basic Needs Services

Funding for basic needs services support outcomes that contribute to housing stability a reduction in homelessness recidivism. For Indigenous individuals and families, funding could support culturally appropriate services and connection with community (for example local and/or home community, including First Nation band, Inuit band, Métis settlement, etc.).

Eligible activities include:

- Essential services related to the provision of food and shelter, including shower and laundry facilities, food banks, soup kitchens, community kitchens and drop-in centres.

- Life skills development (for example budgeting, cooking).
- Longer-term food programs that are part of another eligible activity (for example, activities that assist with community reintegration)
- Culturally relevant supports for Indigenous people (for example, cultural ceremonies, traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community).
- Groceries, personal hygiene and supplies.
- Clothing, footwear and blankets.
- Storage for belongings (up to 3 months)
- Access to traditional foods and medicines.
- Personal identification.
- Access to technology (for example phones, community voice mail, safe apps, computers, etc.) in a community setting (for example in a resource or drop-in centre).
- Bus or public transit tickets related to integration activities (for example, job search/interviews, appointments/reconnecting to family).
- Transportation to home community

Ineligible activities include:

- Delivery of basic needs services without any demonstrated outreach or intervention to improve housing stability or social/economic integration as part of the project activities.

Appendix 4 - Legal Agreements for 292-296 Parliament St.

1. An Offer to Lease, a signed copy of which should be included in the proposal and which Offer has the following agreements attached as part of the legal transaction:
 - a. Lease Agreement, substantially on the terms and conditions set out in Schedule A to the Offer to Lease,
 - b. Contribution Agreement substantially in the form of the agreement attached as Schedule B to Offer to Lease;

The Offer to Lease sets out terms and conditions under which the parties will enter into the Lease.

The Contribution Agreement sets out the reporting requirements, and prescribes rent levels and household income limitations and generally all obligations of the Proponent. The Contribution Agreement will be entered into at the time of signing the Lease.

2. A separate support service grant agreement that will be renewed in 1 to 3 year intervals, depending on the start date of the project in relation to established granting period cycles, and subject to availability of funding.

Acquiring the leasehold interest in the buildings

The building at 292-296 Parliament St. is expected to be complete and ready for turn-over in late 2021.

At the time of turn-over, the Successful Proponent will be expected to sign the Contribution Agreement and enter into the lease with the City and take possession. 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.

It is anticipated that prior to possession, the Successful Proponent will have the opportunity to inspect the buildings, together with representatives of the contractor and the City, in order to identify outstanding deficiencies and to be trained on the buildings systems.

The Successful Proponent will also be responsible for all ongoing operational, maintenance and capital repair. The reserve fund will be established by the Successful Proponent (see further information under Section 5.5).

Appendix 5 - Legal Agreements for 222 Spadina Ave.

The Successful Proponent will be required to enter into the following agreements

1. An Offer to Lease, a signed copy of which should be included in the proposal and which Offer has the following agreements attached as part of the legal transaction:
 - a. Lease Agreement, substantially on the terms and conditions set out in Schedule A to the Offer to Lease,
 - b. Contribution Agreement substantially in the form of the agreement attached as Schedule B to Offer to Lease;

The Offer to Lease sets out terms and conditions under which the parties will enter into the Lease.

The Contribution Agreement sets out the reporting requirements, and prescribes rent levels and household income limitations and generally all obligations of the Proponent. The Contribution Agreement will be entered into at the time of signing the Lease.

2. A separate support service grant agreement that will be renewed in 1 to 3 year intervals depending on the start date of the project, in relation to established granting period cycles, and subject to availability of funding.

Acquiring the leasehold interest in the building

The building at 222 Spadina Ave. is expected to be complete and ready for turn-over in early 2022, at which point the Successful Proponent will be expected to sign the Contribution Agreement and enter into the lease with the City and take possession. 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.

It is anticipated that prior to possession, the Successful Proponent will have the opportunity to inspect the building, together with representatives of the contractor and the City, in order to identify outstanding deficiencies and to be trained on the buildings systems.

The Successful Proponent will also be responsible for all ongoing operational, maintenance and capital repair. The reserve fund will be established by the Successful Proponent (see further information under Section 5.5).

Appendix 6 - Submission Checklist

- Letter of Introduction
- Table of Contents
- Summary of Proposal
- Signed Offer to Lease
- Affordable Rental Housing Management Qualifications
- Corporate Financial Viability
- Support Services Qualifications
- Operating and Management Plan
- Support Services Plan
- Community communications and Outreach Plan
- Mandatory Submission Form

Appendix 7 - Operating Budget Template

Project Revenue (Per Year)		Amount/Year
1	Gross Rental Income (includes Housing Benefits)	
2	Laundry Income	
3	Support Services Funding (baseline as outlined in the RFP*)	
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 (e.g. bookkeeping, audit, legal, phone, office supplies, etc.)	
9	Property Management	
10	Support Staffing costs	
11	Utilities	
11-a	Heat (common areas and units)	
11-b	Electricity (common areas and units)	
11-c	Water/Sewer (common areas and units)	

Project Expenses (Per Year)		Amount/Year
11-d	Garbage Levy	
11-e	Other (common areas and units)	
12	Maintenance Staff Salaries and Benefits	
13	Repairs and Maintenance (supplies, trades and service contracts including sprinklers, snow removal etc.)	
14	Other Operating Expenses (e.g. Insurance)	
15	Capital Replacement Reserve (i.e. 5%)	
16	Other (specify)	
17	Contingency (minimum 1% of expenses less mortgage payment)	
18	Sub-Total Operating Expenses	
19	Lease Payments	
B	TOTAL PROJECT EXPENSES	
C	OPERATING SURPLUS/DEFICIT (i.e. Net Project Revenue less Total Project Expenses)	

*Please also outline any additional support services funding you may have available

Explanatory Notes – Operating Budget Form

Please explain in detail how you arrived at your estimates for each of the requested lines. Costs are to be based on 2021 costs, inflated to time of occupancy, with notes explaining assumptions for escalation.

Line Item	Description	Explanation
1	<p>Include your calculations for Gross Rental Income, comprised of Housing Benefit funding and rents from tenants.</p> <p>Note this amount must not exceed 100% AMR per unit.</p>	
4	<p>Specify sources of funding, and amounts received from these revenue sources. Provide written confirmation of each, where possible.</p>	
9	<p>Specify if property management expenses is in the form of staff salaries/benefits or contracted services.</p>	
13	<p>Specify budgeted expenses under Repairs and Maintenance category.</p>	

Appendix 8 - Support Services Budget Template (Excel File)

Attached as Excel Spreadsheet



SSHA-HSS-GRANTS
Support Service Bud

Appendix 9 - Mandatory Submission Form

1. Proponent Information

Please fill out the following information, naming one individual to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.
Full Legal Name of Proponent*:
Any Other Relevant Name under which the Proponent Carries on Business:
Business Address:
City, Province/State:
Postal Code:
Company Website (if any):
Proponent Contact Person
Name:
Title:
Phone:
Fax:
Email:

*** The Proposal should be on behalf of a single legal entity only, which would sign the Confirmation Letter, if prequalified, and enter into any resulting legal agreement(s) with the City, if successful.**

2. Organizational Status

Is the Proponent incorporated as not-for-profit organization?

Yes

No

3. City Policies

The Proponent makes the following declarations and agrees to provide the City with ongoing disclosure of any changes to the declarations and information provided below during the RFP process or the term of any resulting agreement(s). The Proponent shall provide the City with ongoing disclosure, should the Proponent be selected and any of the information declared below changes.

4. Operator Code of Conduct

The Proponent declares that it has read and understands its obligations under the Operator Code of Conduct contained in Appendix 11 of the RFP and certifies that the Proponent and the members of its

team have not engaged in any conduct prohibited under the Operator Code of Conduct and, if successful, will perform any resulting agreement(s) in compliance with the Operator Code of Conduct. The Proponent confirms that any disclosures in respect of the Operator Code of Conduct are set out below.

a) Collusion and Unethical Practices

If the Proponent declares an affiliation or other relationship with other Proponents that might be seen to compromise the principle of fair competition, the Proponent must set out the details below. If no details are provided, the Proponent is deemed to declare that it has no such affiliation or relationship.

b) Illegality

If the Proponent declares any previous convictions of itself or any members of its team under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon, the Proponent must set out the details below. If no details are provided, the Proponent is deemed to declare that it or the members of its team have no such convictions.

c) Conflicts of Interest or Unfair Advantage

Potential Conflicts of Interest and unfair advantages include:

- i. engaging current or former City employees or public office holders to take any part in the preparation of the Proposal or the performance of any resulting agreement(s) if selected, any time within two (2) years of such individuals having left the employ or public office of the City;
- ii. engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the selection process, or subsequent performance of any resulting agreement(s);
- iii. prior involvement by the Proponent or any members of its team in developing any specifications or requirements or other evaluation criteria for the RFP process;
- iv. prior access to confidential City information by the Proponent, or any members of its team, that is materially related to the RFP and that was not readily accessible to other prospective Proponents;
- v. the Proponent or any members of its team are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous agreement;
- vi. the Proponent or any members of its team are not acting at arms' length to each other; or
- vii. any City employee, Council member or member of a City agency, board or commission or employee thereof has a financial interest in the Proponent.

For the purposes of this section, Proponents must disclose the names of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) were employees of the City within twenty-four (24) months prior to the closing deadline; and (b) disclose all pertinent details including whether such former City employees participated in the preparation of the Proposal or will participate in the performance of the agreement if awarded to the Proponent.

If the Proponent declares any other actual or potential Conflict of Interest or unfair advantage, the Proponent must set out details of the actual or potential Conflict of Interest below. If no details are provided, the Proponent is deemed to declare that it has no actual or potential conflict of interest or unfair advantage.

5. Declaration of Compliance with Anti-Harassment/Discrimination 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 and the Charter of Rights and Freedoms. In addition, the City 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 requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. By completing this Mandatory Submission Form, the Proponent declares as follows:

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 City Division, in consultation with the City Solicitor, may result in the termination of the contract.

6. Declaration of Compliance with the City’s Fair Wage and Labour Trades Policy

By completing this Mandatory Submission Form, the Proponent declares that the Proponent and the members of its team agree to abide by the City’s [Fair Wage and Labour Trades Policy](#), as applicable.

7. Declaration of Compliance with Accessible Customer Service Training Requirements

By completing this Mandatory Submission Form, the Proponent declares that the Proponent and the members of its team agree to comply with the City’s [Accessible Customer Service Training Requirements](#).

8. Environmentally Responsible Procurement Statement

The Proponent has read the City’s [Environmentally Responsible Procurement Policy](#) and makes the following statement:

Environmentally preferred products/services are being used:

- Yes
- No

If yes, the Operator confirms the following brief statement of the environmental benefit of the product/service:

9. Gender Diversity

As part of City Council's support to enhance gender diversity on boards of corporations, all corporations conducting business with the City of Toronto are encouraged to utilize an intersectional analysis to strive to have gender parity on their corporate boards.

10. City of Toronto Grant Principles

All corporations conducting business with the City of Toronto are encouraged to follow the principles outlined in the [2017 document For Public Benefit: City of Toronto Framework for Working with Community-Based Not-For-Profit Organizations](#), and the City of Toronto Grant Principles ([Appendix to Appendix A of the Toronto Grants Policy, 2019](#)). The principles include committing to transparency, openness, accountability, equity, diversity, and inclusion, both as principles and as tools for ensuring that the impact of effective city-sector collaborations are enjoyed by all residents in Toronto. These principles also include special recognition and consideration of First Nations, Inuit and Métis rights as they are distinctively recognized and affirmed in Section 35 of the Canadian Constitution.

11. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed in accordance with the terms of the RFP or where required by law or by order of a court or tribunal.

In addition to the foregoing declarations made on behalf of the Proponent, I/we, the authorized signing officer(s) of the Proponent acknowledge and confirm that:

- (a) I/we have the authority to bind the Proponent;
- (b) I/we submit this Proposal on behalf of the Proponent for Non-profit Housing Providers to Lease and Operate Affordable Rental Housing with Support Services described within the RFP for the above named project, issued on November 9, 2021;
- (c) I/we acknowledge receipt of the following addenda by number and date (if applicable):
 - 1. Addendum # _____ Date _____
 - 2. Addendum # _____ Date _____
 - 3. Addendum # _____ Date _____
- (d) I/we have carefully reviewed the RFP including all appendices and have a clear and comprehensive understanding of the requirements;
- (e) I/we have submitted all the relevant information and if selected, agree to the terms and conditions set out in the RFP, as described in our Proposal as submitted, and pursuant to the Contribution Agreement with the City of Toronto; and
- (f) I/we attest to the accuracy of the information provided in this Proposal.

Signature of Authorized Signing Officer*:	Signature of Authorized Signing Officer*:
Name:	Name:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

*The authorized signing officer(s) is/are the party or parties who will represent the Proponent in all contractual matters requiring a signature.

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

Appendix 10 - Operators Code of Conduct

1. Honesty and good faith.

- A. Operators must respond to the City's solicitations in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the solicitation.
- B. Operators shall make a proposal only if they know they can satisfactorily perform all obligations of any resulting agreement(s) in good faith.
- C. Operators shall alert the City Contact to any factual errors, omissions and ambiguities that they discover in the solicitation as early as possible in the process to avoid the solicitation being cancelled.

2. Confidentiality and disclosure.

- A. Operators must maintain confidentiality of any confidential City information disclosed to the Operator as part of the selection process.
- B. Operators must acknowledge in their proposal that their proposal information will be subject to the confidentiality and disclosure requirements of the *Municipal Freedom of Information and Protection of Privacy Act, 1990*.

3. Conflicts of interest or unfair advantage.

Operators must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their proposal or where the Operator foresees an actual or potential conflict of interest in the performance of any resulting agreement(s). Such potential conflicts of interest or unfair advantages include, but are not limited to:

- A. Engaging current or former City employees or public office holders to take any part in the preparation of the proposal or the performance of any resulting agreement(s) if awarded, any time within two (2) years of such persons having left the employ or public office of the City;
- B. Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the selection process, or subsequent performance of any resulting agreement(s);
- C. Prior involvement by the Operator or affiliated persons in developing any project specifications or requirements or other evaluation criteria for the solicitation;
- D. Prior access to confidential City information by the Operator, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Operators; or
- E. The Operator or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous agreement.

4. Collusion or unethical practices.

No Operator may discuss or communicate, directly or indirectly, with any other Operator or their affiliated persons about the preparation of the Operator's proposal including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other Operator making a proposal for the same project. Operators shall disclose to the City Contact any affiliations or other relationships with other Operators that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

5. Illegality.

- A. An Operator shall disclose any previous convictions of itself or its affiliated persons under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.
- B. An Operator shall be deemed ineligible for an award for a minimum period of five (5) years from the date of the conviction, unless pre-approved by the Executive Director, Housing Secretariat.

6. Interference prohibited.

No Operator may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their duties. No Operator may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Operator to make a proposal for a City project or to perform any resulting agreement(s) awarded by the City.

7. Gifts or favours prohibited.

No Operator shall offer gifts, favours or inducements of any kind to City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the selection process or management of an agreement.

8. Misrepresentations prohibited.

Operators are prohibited from misrepresenting their relevant experience and qualifications in relation to any selection process and must acknowledge that the City's process of evaluation may include information provided by the Operator's references as well as records of past performance on previous projects with the City or other public bodies.

9. Prohibited communication during the solicitation.

No Operator, or affiliated person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the solicitation to the award and execution of final form of contract, unless such communication is expressly permitted in the solicitation and in compliance with

Chapter 140, Lobbying of the City of Toronto Municipal Code. All Operator communications shall be with the City Contact.

11. Operator performance.

- A. Operators shall fully perform their agreements with the City and follow any reasonable direction from the City to cure any default.
- B. Operators shall remain in good standing under their agreements with the City and other public bodies to be qualified to be awarded similar projects.
- C. Without limiting Subsections A and B, no Operator shall, in the performance of a project with the City:
 - (1) Materially fail to perform in accordance with the terms of one or more agreements;
 - (2) Misappropriate any property or right of the City, in any form;
 - (3) Submit false or exaggerated claims to the City;
 - (4) Submit misleading information to the City;
 - (5) Seek modifications to a proposal through false or misleading representations, including materially misleading the City in terms of the content or value of a proposal, with the intention of later seeking unnecessary agreement modifications;
 - (6) Fail to pay debts to the City upon reasonable demand;
 - (7) Act in any manner that is a conflict of interest with the City without the knowledge and consent the City; or
 - (8) Any other professional misconduct or omissions that adversely reflect on the commercial integrity of the Operator.

12. Disqualification of Operators for non-compliance.

- A. Any contravention the Operator's Code of Conduct by an Operator, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for City Council, the Executive Director, Housing Secretariat, or the City official with authority to award a specific project, to disqualify an Operator from being awarded a specific project.
- B. City Council, or the Executive Director, Housing Secretariat or the City official with authority to award a specific project, in consultation with the City Solicitor, may also disqualify any Operator who may otherwise have an unfair advantage or conflict of interest that cannot be resolved in relation to any selection process.
- C. A contravention of the Operator's Code of Conduct may also be grounds for the termination of any agreement awarded to that Operator.

13. Suspension of Operators from future solicitations.

A. Without limiting or restricting any other right or privilege of the City, Council may suspend an Operator's eligibility to make a proposal for a period between one (1) and five (5) years based upon evidence that there has been a contravention of the Operator Code of Conduct or for any other professional misconduct or omissions that adversely reflect on the commercial integrity of the Operator.

14. Review of suspensions.

A. A suspended Operator may apply to the Executive Director, Housing Secretariat for a review of their suspension upon completion of one year or at least half of their total suspension period. An application for review must be in writing and include the reasons and any reasonable supporting documentation.

B. A decision to reinstate a suspended Operator may be made by City Council based on the recommendation of both the Executive Director, Housing Secretariat, subject to such reasonable conditions or limitations that ensure the Operator will not pose a material risk to the City's selection process, contract management or reputation for the remaining duration of the original suspension.

Appendix 11 - RFP Process Terms and Conditions

RFP Process Terms and Conditions

Table of Contents:

1. Proponent's Responsibility
2. City Contacts and Questions
3. Addenda
4. Questions
5. Exceptions to Mandatory Requirements, Terms and Conditions
6. Incurred Costs
7. Post-Submission Adjustments and Withdrawal of Proposals
8. Gifts or Favours Prohibited
9. Acceptance of Proposals
10. Verification
11. Ownership, Confidentiality and Accuracy of City-Provided Data
12. Ownership and Disclosure of Proposal Documentation
13. Intellectual Property Rights
14. Failure or Default of Proponent
15. Governing Law
16. RFP Dispute Procedure
17. Limitation of Liability

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 comply, with all of the City's applicable policies and by-laws at <https://www.toronto.ca/business-economy/doing-business-with-the-city/understanding-the-procurement-process/purchasing-policies-legislation/>

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

All communications 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 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.

Notwithstanding anything to the contrary as set out in this document, each Proponent shall comply with the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140. The links to the City's Lobbying By-law and Interpretive Bulletin on Lobbying and Procurement are as follows:

- http://www.toronto.ca/legdocs/municode/1184_140.pdf
- <https://www.toronto.ca/city-government/accountability-operations-customer-service/accountability-officers/lobbyist-registrar/guidelines-regulatory-bulletins/interpretation-and-advisory-bulletins/>

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 <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>. The City will post Addenda with all questions and answers on the Affordable Housing website. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the RFP unless in the form of an addendum.

The City reserves the right to revise this RFP at any time 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) in a sufficient time prior to the closing deadline to allow Proponents to submit their Proposals.

Proponents and prospective Proponents should monitor the website <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/> as frequently as they deem appropriate to inform themselves of any addenda, until the day of the deadline. The City is not responsible for any incomplete or incorrect Proposals resulting from the issuance of an addendum or a Proponent's failure to update its Proposal in response to an addendum.

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

Any reference in the RFP to any document comprising the RFP includes any amendments to such document made in accordance with this section.

4. Questions

Proponents finding errors, omissions, conflicts, ambiguities or discrepancies in the RFP or having questions, comments or concerns regarding the RFP, its process and related matters ("Questions") may submit such Questions to the City Contact using the communication method set out in the RFP.

The City will make reasonable efforts to respond to Questions received by the deadline for Questions set out in the RFP. However, the City shall have no obligation to respond to any or all Questions, and the City's determination as to whether or not it will respond to any Question shall be in the City's sole and absolute discretion. The onus is on each Proponent to confirm the City has received all correspondence from the Proponent.

Although it is the City's practice to make available to all Questions received as well as responses to such Questions: (i) for Questions of an administrative nature; or (ii) where a Proponent's Question is identified as commercially confidential in nature and where, the City in its sole and absolute discretion deems the Question or response to be commercially confidential, the City may provide a response only to that Proponent. The City reserves the right to edit Questions for clarity and applicability to all Proponents generally.

Pursuant to the article above titled "Addenda", responses to Questions prepared and circulated by the City are not RFP documents and do not amend the RFP, unless such responses form part of an Addendum.

5. 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.

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

Prior to the Submission Deadline, a Proponent may amend its Proposal at any time after email submission of the Proposal. Proposals will not be viewed by the City until after the Submission Deadline and a Proponent may amend its Proposal one or more times if it so wishes prior to the Submission Deadline. If a Proponent amends its Proposal, the Proponent must resubmit the Proposal in full by email, indicating that it is a revised Proposal.

A Proposal may be withdrawn by delivering written notice of withdrawal to the City Contact by email. For clarity, a Proposal may only be withdrawn by delivering such notice to the City Contact and cannot be withdrawn by any other means. Any Proposals that are properly withdrawn will not be examined or evaluated for the purpose of the RFP but shall be retained for the City's record retention purposes.

8. Gifts or favours prohibited

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gifts, favours or inducements of any kind to any City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the selection process or management of any resulting agreement.

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.

9. 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.

10. 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.

11. Ownership, Confidentiality, and Accuracy of City-Provided Data

The RFP and all correspondence, documentation and information provided by City staff to any Proponent in connection with, or arising out of this RFP, or the acceptance of any Proposal (the "City Materials") and all intellectual property rights therein:

- a) are and shall remain the sole 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; and
- d) immediately upon the request of the City, must be returned by the Proponent to the City and all electronic copies must be destroyed.

Unless and to the extent provided otherwise in any resulting agreement(s), the City and its advisers make no representation or warranty as to the accuracy or completeness of the City Materials, and disclaim all express and implied representations, warranties and conditions in connection with the City Materials. Any quantities shown or data contained in the City Materials are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the project. Use of or reliance by Proponents on the City Materials shall be at the Proponent's sole risk and without recourse against the City.

It is the Proponents' responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:

- verify and confirm the accuracy and completeness of the City Materials, unless and to the extent provided otherwise in any resulting agreement(s);
- satisfy themselves as to all existing conditions affecting the Project or any resulting agreement(s); and
- prepare their Proposals in response to the RFP.

12. 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 ("Proposal Materials"), once received by the City:

- a) shall become the property of the City and may be appended to the Agreement 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.

NOTE: 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 and Proposal may be made public. Proposal Materials will, as necessary, be made available:

- on a confidential basis, to advisers retained by the City to advise or assist with the RFP process;
- to members of Council in accordance with the City's procedures; and
- to members of the public pursuant to MFIPPA.

The City will not return the Proposal or any other Proposal Materials.

13. 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, defend and save harmless the City and its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel, if any, against all claims, actions, suits and proceedings brought against or losses, costs, expenses, or damages suffered, sustained or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

14. Failure or Default of Proponent

Without prejudice to any other right or remedy available to the City under the RFP or at law, 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.

15. 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 and construed in accordance with the applicable City by-laws and policies, the laws of the Province of Ontario, and the federal laws of Canada. 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.

If any provision of the RFP or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the RFP; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

16. RFP Dispute Procedure

- a) Proponents should seek a resolution of any dispute by communicating directly with the Executive Director, Housing Secretariat as soon as possible from the time when the basis for the dispute became known to them. Any dispute must be received in writing by the Executive Director, Housing Secretariat no later than ten (10) days after the date of the award notification, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.
- b) Any written dispute that cannot be resolved by the Executive Director, Housing Secretariat through consultations with the Proponent, shall be referred by the Executive Director, Housing Secretariat to the Deputy City Manager, Community & Social Services or their designate(s) for an impartial review, based on the following information:
 - (i) A specific description of each act or omission alleged to have materially breached the RFP process;
 - (ii) A specific identification of the provision in the RFP process that is alleged to have been breached;
 - (iii) A precise statement of the relevant facts;
 - (iv) An identification of the issues to be resolved;
 - (v) The Proponent's arguments, including any relevant supporting documentation; and
 - (vi) The Proponent's requested remedial action.
- c) The Deputy City Manager or their designate(s), in consultation with the City Solicitor, may:
 - (i) Dismiss the dispute;
 - (ii) Accept the dispute and direct the Executive Director, Housing Secretariat to take appropriate remedial action; or
 - (iii) Report to City Council with recommendations on the appropriate action, as applicable.

17. Limitation of Liability

Notwithstanding anything in the RFP and any express or implied duties or obligations of the City to the contrary, the City and each of its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, suppliers, advisers and contracted personnel will have no liability to any person, including any Proponent and prospective Proponent for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive

damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to:

the RFP;

participation of any such person in the RFP process; or

the City's acts or omissions in connection with the conduct of the RFP process, including the acceptance, non-acceptance or delay in acceptance by the City of any Proposal. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the City of a duty of fairness, if any.

By submitting a Proposal to the City, each Proponent irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against the City, its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel.

Each Proponent agrees that, despite this section or any limitations of liability or releases in favour of City, if the City is found to be liable, in any way whatsoever, for any act or omission in respect of the RFP, the total liability of the City to any Proponent or any other person participating in the RFP process, and the aggregate amount of damages recoverable against City for any matter relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City shall be no greater than the Proponent's cost of preparing its Proposal.

Notwithstanding the City's limitation of liability, the Proponent may seek a debriefing or may pursue a dispute of the RFP process in accordance with Section 18 (RFP Dispute Process).