

**Request for Proposals for a Non-profit Housing Provider to Lease  
and Operate Affordable Rental Housing with Support Services**

**540 Cedarvale Avenue**

**Date Issued: March 14, 2022**

**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 **5:00 pm (Toronto time) on Wednesday, April 20, 2022.**

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

<b>INFORMATION SESSION</b>	<b>Tuesday March 22, 2022 – 12:00pm-1:30pm</b> More information will be posted at <a href="http://www.toronto.ca/affordablehousing">www.toronto.ca/affordablehousing</a>
<b>DEADLINE FOR QUESTIONS (in writing only)</b>	<b>Tuesday, April 5 2022 – 5:00pm</b> All questions should be submitted in writing by email to <a href="mailto:HousingSecretariatRFP@Toronto.ca">HousingSecretariatRFP@Toronto.ca</a>
<b>ADDENDA</b>	Addenda will be issued with answers to questions raised in the Information Session and questions received in writing. Addenda will be posted at <a href="http://www.toronto.ca/affordablehousing">www.toronto.ca/affordablehousing</a> . Final Addenda will be posted no later than April 12, 2022 at 5:00pm
<b>CLOSING DEADLINE</b>	<b>Wednesday, April 20, 5:00 pm</b> Submit proposals to <a href="mailto:HousingSecretariatRFP@toronto.ca">HousingSecretariatRFP@toronto.ca</a>

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# 1 Introduction

## 1.1 Purpose of RFP

The purpose of this RFP is to select a qualified non-profit housing and support services provider with proven expertise to lease and operate the site at **540 Cedarvale Avenue** (formerly the lot at Trenton Ave. and Cedarvale Ave.) for the purpose of delivering affordable rental housing with supports. Further site specific information is included in Appendix 1.

The provider should have a strong property management and financial track record of operating affordable and/or social housing. The provider should also have direct experience delivering (or working with a support services provider with experience delivering) the following:

- support services for individuals formerly experiencing homelessness that prevent their returns to homelessness and improve their housing stability long-term;
- support services that help tenants improve their physical and mental health and well-being, including basic needs and access to clinical and treatment supports as needed; and
- support services to connect tenants to social, economic, educational and employment opportunities and support community integration.

It is the City's intention to enter into a Contribution Agreement and Lease for the property with the Successful Proponent, subject to the property being declared surplus by the City, and City Council's approval to enter into of the Lease.

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

Prior to the onset of the COVID-19 pandemic, Toronto was already experiencing an unprecedented demand for homelessness services due to various factors including a lack of affordable housing options in the city. The COVID-19 pandemic has quickly amplified the pre-existing challenges within Toronto's housing and homelessness systems.

Based on the 2021 Street Needs Assessment, it is estimated that over 7,400 people are experiencing homelessness in Toronto, with approximately 77% being chronically homeless, defined as being homeless for six months or more over the past year. While ensuring that an adequate emergency shelter response for people in immediate need is important, providing permanent affordable housing with supports is critical to ending chronic homelessness.

In 2019, the City adopted the [HousingTO 2020-2030 Action Plan](#) ("HousingTO Plan") which sets a target of approving 40,000 new affordable rental homes, including 18,000 new supportive housing

units by 2030. It is also anticipated that a minimum of 1,000 of the new supportive homes will be modular construction.

In the fall of 2020, as an urgent response to the COVID-19 pandemic, the City adopted a [24-month COVID-19 Housing and Homelessness Recovery Response Plan](#) ("24-Month Plan") to further expedite delivery of the HousingTO Plan. The 24-Month Plan sets a target of creating 2,000 new supportive housing units and 1,000 affordable rental housing opportunities by the end of 2022. The new modular homes with supports in this RFP are part of this urgent response.

### **1.3 Who Should Apply to the RFP?**

The City is seeking a non-profit housing provider with strong property management expertise and a financial track record of operating rental housing, preferably with social or affordable housing program experience. Organizations must demonstrate the ability to manage the building in a manner that creates stable, well-maintained homes for people experiencing homelessness.

Proponents should also demonstrate their experience and ability to deliver the support services set out in Section 3.3 either directly, or in partnership with an experienced support provider. Proponents may decide and, if applicable, are encouraged to work with one or more support services agencies who have experience delivering services based on a Housing First, trauma-informed, and harm reduction approach. Proponents and/or their support service provider partners must have experience in providing supports for the intended tenant group (described in Section 1.4). The City welcomes details from proponents in their support services plans (described in Section 4.5) that describe how support services will be tailored towards target tenant groups, and if specific intended tenant groups will be the focus of the program.

### **1.4 Intended Tenant Group**

The intended tenant groups are individuals experiencing homelessness, with the goal of creating a balanced community of tenants and level of support needs within each building. In particular, the City intends for people experiencing chronic homelessness, who meet at least one of the following criteria, to be a priority to be housed at the site. Chronic homelessness refers to people who:

- have a total of at least 6 months (180 days) of homelessness over the past year;
- have recurrent experiences of homelessness over the past 3 years, with a cumulative duration of at least 18 months (546 days).

In addition, the City encourages proponents to identify specific vulnerable populations among those experiencing homelessness who will be supported in these new homes, particularly whose needs are best met by the support services proposed on site and in the local community. These vulnerable populations may include:

- 2SLGBTQ+ individuals
- Black Canadians and/or other racialized groups
- Indigenous Peoples
- People with disabilities
- People with mental health and/or substance use
- Newcomers

- Seniors
- Women
- Youth

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, or seniors with mental health and/or addiction issues, 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 must 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 prioritization 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, of \$2,000 per unit, as well as an annual level of funding for support services of \$24,000 per unit per year. Additional funding for support services may be available based on the type and level of support services proposed, to ensure funding is appropriate to the level of supports provided.

The amounts for 2022 outlined below pro-rates the annual support funding amount to the number of months of occupancy anticipated at the site in 2022. For the purpose of preparing the 10-year operating budget submission, proponents can assume the full annual amount below is available for the duration of the Lease.

<b>Funding</b>	<b>540 Cedarvale Ave. (59 units)</b>
One-time start-up funding	\$118,000
Estimated support services funding in 2022	\$708,000 (6 months)
Estimated annual baseline support services funding for duration of Lease	\$1,416,000

Actual funding amounts may vary based on tenants and their support needs, timeline to full occupancy in the first year, and are subject to annual review. Proponents are encouraged to provide details on additional sources of funding for support services for tenants at the site, if available.

The City is committed to working with the successful Proponent and other orders of government to ensure sufficient support services funding is available for this project on an ongoing basis. Should support services funding no longer be available, upon prior approval from the City, the proponent may modify the types of supports provided in the building, 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 the project 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 the lower of 30% of their income, 60% of the city-wide AMR 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 project will be exempt from property taxes, for municipal and school purposes for the term of the Lease, as applicable.

### 3 Expectations of the Successful Proponent

#### 3.1 Lease and Contribution Agreement

Subject to City Council approval and the property being declared surplus by the City, the Successful Proponent selected to operate the 540 Cedarvale Avenue project will be responsible for entering into a lease with the City for a term of 50 years less a day, 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.

##### Lease Payments

The Successful Proponent will be responsible for monthly payments of Basic Rent for the term of the Lease as outlined below. This lease payment is supportable by projected operating revenues.

Address	Number of Units	Monthly Basic Rent	Annual Basic Rent
540 Cedarvale Ave.	59	\$6,165.50	\$73,986.00

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, income eligibility levels, and supports for tenants.

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. Proponents should ensure their RFP submission includes a signed copy of the Offer to Lease, provided as an attachment to this RFP.

#### 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 Contribution Agreement, and should have demonstrated experience managing a rental project of similar size.

The Monthly Occupancy Cost for the project ("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 Costs 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 2022 and utility allowances are to be used in preparing a proposal.

	80% AMR	Maximum Income Limit
Studio Unit	\$980	\$47,040

	<b>Hydro</b>	<b>Heat</b>	<b>Water</b>	<b>Hot Water</b>
<b>Studio Unit</b>	\$34	\$26	\$11	\$19

Tenants will pay a maximum of the lower of 30% of their household income, 60% of city-wide AMR 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.

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 process contributes to the adoption of a Coordinated Access System designed to reduce chronic homelessness and homelessness overall. Tenants for these units will be identified using this process.

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

Where alternative funding may supplement any 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, Housing Secretariat staff will work with the Successful Proponent(s) to finalize a Tenant Access Plan for approval by the General Manager, Shelter Support and Housing Administration and the Executive Director of the Housing Secretariat.

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 housing stability support services to tenants for the term of the Lease, unless otherwise agreed to by the Executive Director, Housing Secretariat. 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. Proponents are encouraged to supplement the funding for supports that may be available through this RFP with existing or other funding opportunities.

The Successful Proponent will use a Housing First, trauma-informed, 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. A large body of research has shown that an individual 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:

1. Direct access to permanent housing as quickly as possible, with the supports needed to maintain it;
2. No housing readiness requirements or programmatic preconditions to accessing housing services;
3. Clients are offered choice in both housing options and supports provided;
4. Individualized, client-centred supports are strengths-based, trauma informed, grounded in a harm reduction philosophy and promote self-sufficiency; and
5. 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 Integration** 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 seek to improve the physical and mental 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); and
- **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. For Indigenous tenants, funding may also support culturally-relevant services and connections with community (i.e. local and/or home community including First Nations, Inuit band, or Métis settlement, etc.), 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.

Additional detail is provided at 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. At a minimum, the Successful Proponent must ensure there are on-site support staff available 24 hours a day, 7 days a week.

#### ***Eligible staffing positions include:***

- Case managers;
- Personal support workers;
- Peer support workers;
- Residential support workers;
- Housing support workers;
- Hoarding specialists;
- Vocational/social activity instructors;
- Community Liaison specialists;
- Cooks and other food handling positions;

- Other staffing positions will be considered as proposed.

It is expected that the Successful Proponent will support tenants for as long as required, and, if necessary, transition the client to a different level of support, should the need arise. Proposed staffing plans will be reviewed in relation to best practices and their appropriateness to meet the tenants' needs.

Support services must be responsive to the individualized needs of tenants, which may vary over time. 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 may be to meet the housing and other requirements of the relevant service system, with the goal of preventing a return to provincial institutions or homelessness.

### Support Services for Indigenous Peoples

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, it is strongly recommended that Indigenous support services that facilitate culturally-competent programming are delivered by Indigenous-led agencies. Partnerships with Indigenous owned and operated providers are encouraged. For Indigenous individuals, funding could support culturally-appropriate services and connection with community (for example, local and/or home community, including First Nation band, Métis settlement, etc.).

## 3.4 Desired Outcomes

This project will be deemed successful when new tenants receive support services they need to maintain their housing and do not return to homelessness, when their connectedness and integration in to the community and their physical and mental health and well-being is improved, and their economic and housing stability is improved including possibly requiring lower or no levels of support to maintain housing stability. The City will work with the selected operator to reach these outcomes by:

- ensuring the Successful Proponent meets its obligations under the terms of the Lease and the Contribution Agreement throughout the Term by providing written reports and other matters in an acceptable form as outlined in the attachments and Schedules,
- ensuring the Successful Proponent uses the work planning included below to set mid-year and year-end targets and then report on actuals, and
- ensuring the Successful Proponent completes 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
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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 Making a Proposal

Proponents must fully respond to all sections as outlined in this section. To assist in the preparation of proposals, Appendix 5 contains a Submission Checklist of all required submission documents.

### 4.1 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 located at 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) Signed Offer to Lease

The Offer to Lease must be signed by the Proponent. 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. The Offer to Lease signed by the Successful Proponent will be countersigned by the City.

### 4.2 Affordable Rental Housing Management Qualifications and Corporate Financial Viability

The Proponent must demonstrate their experience in operating good quality rental housing with support services, providing property management services, and 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 ability to effectively manage the project over the term, by summarizing the Proponent's experience in property management and maintenance of affordable/social housing properties. Proponents should provide a summary (in table form is acceptable) of their current portfolio of social, affordable, and transitional housing including:



the property ownership/lease arrangement, number of units, building type and systems, and location.

- (b)** Information on the Proponent's approach to capital asset management and maintenance. The proponent should demonstrate successful management of capital assets through the use of tools such as replacement reserve funds, capital replacement reserve studies and/or building condition assessments.
- (c)** Provide case study examples and references for at least two (2) and no more than four (4) housing projects managed over the past five years by the Proponent, including:
  - 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.
  - 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;

The Proponent must also 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)** A brief summary of the organization's financial capacity and experience in sound financial management, including an outline of the processes, tools, or methods used by your organization to ensure property budget goals are met over time. Proponents may describe and provide evidence of their ability to access finance for projects, including proposals for raising future funds if needed.
- (b)** Proof of financial viability - audited financial statements or annual report for the financial year most recently available, including reserve funds;
- (c)** Copies of the organization's Articles of Incorporation or Letters Patent, the general and borrowing bylaws, as well as a list of the directors.
- (d)** 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.

### **4.3 Operating and Management Plan**

In this section Proponents must describe their property management and operating plan for the project, demonstrating financial viability 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
  - 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.
  - 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.
  
- (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 phased initial occupancy plan. Proponents should describe their approach to completely tenanting the building in the first 30 to 90 days after handover, including how tenants will be supported through move-in to ensure successful integration in the building. This plan should describe the anticipated path/timeline to reaching full occupancy.
  
- (e)** A completed annual Operating Budget (in the form attached as Appendix 6) 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

  - A capital replacement reserve fund contribution 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.
- Operating budgets are to be based on 2022 costs.
- The City's property tax exemption should be assumed for the purposes of preparing the budget.
- The Proponent should assume the following amounts for fees:
  - Solid waste fees of \$341 per unit per year.
- Proponents are encouraged to demonstrate financial viability of the project by way of demonstrating ability to achieve a modest surplus that can be utilized as a contingency.

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

#### 4.4 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 those of any support services agency(ies) your organization proposes to work with, for delivering culturally-responsive, trauma-informed support services that serve individuals who are experiencing homelessness or are at-risk of homelessness, with specific attention to the following support services. Proponents are encouraged to demonstrate their experience in these areas by way of submitting (1) one or more case study examples.**
- **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 Integration** 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 seek to improve the physical and mental 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); and
- **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. For Indigenous tenants, funding may also support culturally-relevant services and connections with community (i.e. local and/or home community including First Nations, Inuit band, or Métis settlement, etc.), 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.

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

- 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;
- Providing services in French either directly or through access to third-party interpretation services;
- 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) Please summarize your organization's qualifications (skills and experience) to participate in the City of Toronto's Coordinated Access System:**

- The Successful Proponent is obligated to accept referrals for housing placement and support services from the City's Coordinated Access to Housing System, specifically the Priority Access to Housing and Supports (PATHS) process.
- Coordinated Access is a homelessness management approach with the primary goal of reducing chronic homelessness and homelessness overall for priority populations. A Coordinated Access approach uses a consistent method to assess, prioritize and connect people experiencing homelessness to housing and supports.
- The PATHS process utilizes this approach by assessing, prioritizing and connecting people experiencing homelessness to housing with supports.
- PATHS identifies people from Toronto's By Name List, though exceptions may be made for people experiencing homelessness who may not appear on the list.
- Housing and Support Providers are required to use online forms to submit details of vacant units, including the availability of supports, and to report housing outcomes in a timely manner.

**(d) In the case that support services are delivered through a third-party partner agency, 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.

## **4.5 Support Services Plan**

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.

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 or the Support Services Agreement, if applicable, 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. Across all services proponents must demonstrate a commitment to Housing First, trauma-informed, harm reduction, culturally-responsive, and client-centred services that are tailored to the specific needs of vulnerable tenants, with specific attention to the following mandatory program components

- **Housing Stability Supports** such as housing placement activities, rehousing activities, housing-set up activities, and housing stabilization activities. All services should be rooted in 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.
- **Eviction Prevention Supports** rooted in a Housing First approach 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. Proponents should also consider services and supports for tenants to transition to lower levels of support and/or discharge plans with supports if tenants wish to move out (e.g. to a standard rental apartment).
- **Economic Integration Supports** such as connecting tenants to income assistance, pre and post-employment activities, and education and training assistance;
- **Social and Community Integration** 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 seek to improve the physical and mental health and well-being of tenants such as brokering and navigating access to clinical, health and treatment services through case management, and harm reduction services, including minimum frequency of case management services provided on site and their availability during various shifts, as outlined in (c) below.
  - Harm reduction services should be designed to reduce substance-related harm without requiring abstinence. For Indigenous residents, consider 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); and

- **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. For Indigenous tenants, funding may also support culturally-relevant services and connections with community (i.e. local and/or home community including First Nations, Inuit band, or Métis settlement, etc.), 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.

**(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 in Section 1.4. The description of target group/s should highlight any intersectional criteria which exist alongside the groups identified. 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;
- 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 in Section 1.4 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 (250-500 words).**

- Include how the intensity of support services will vary depending on the specific needs of tenants;
- Include how a sufficient staff to client ratio be maintained in order to meet case management needs (see Section 3.3). Complete the table provided below to demonstrate staff-to-client ratios (include case management/support staff, administrative staff, and security staff when calculating ratios)
- 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.

**Staff to Client Ratios**

In your proposal section 4.5, please provide a copy of the table below detailing support services staff to client ratios, and total staff-client ratios planned for the project. A word version of the table below is available here for use in the proposal submission:



540 Cedarvale Ave -  
Staff to Client Ratio:

	<b>Morning (7am-12pm)</b>	<b>Afternoon (12pm-5pm)</b>	<b>Evening (5pm-11pm)</b>	<b>Overnight (11pm-7am)</b>
<b>Monday to Friday</b>				
<b>Case manager and support services staff on site</b>	<i>e.g. 4</i>			
<b>Case manager and support services staff to client ratio</b>	<i>e.g. 1 to 15</i>			
<b>Total Staff On-site</b>	<i>e.g. 8</i>			
<b>Staff-Client Ratio</b>	<i>e.g. 1 to 7</i>			
<b>Saturday and Sunday</b>				
<b>Case manager and support services staff on site</b>	<i>e.g. 2</i>			
<b>Case manager and support</b>	<i>e.g. 1 to 30</i>			



services staff to client ratio				
Total Staff On-site	<i>e.g. 5</i>			
Staff-Client Ratio	<i>e.g. 1 to 12</i>			

(d) **Please outline key project risks, such as COVID-19, managing vacancies, managing challenging tenants etc. and how they would be mitigated. (Approximately 100-200 words).**

- 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 7).**

- Overhead Costs related to support services cannot exceed 15% of Total Support Service Expenses.
- The Successful Proponent's funding allocation from the City (if any) will be prorated according to the start date of the project in the given financial year.
- Please assume the annual funding described in section 2.1 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.

#### 4.6 Community Communications and Outreach Plan

Proponents must 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) A 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. This should include reference to how the Proponent would manage community concerns including those that may become escalated to elected officials.
- (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.

#### **4.7 Additional Mandatory Requirements**

Each proposal must include the completed mandatory submission form provided in Appendix 8.

## 5. The RFP and Selection

### 5.1 The RFP Process

The RFP process is governed by the Terms and Conditions set out in Appendix 10. The Selection Committee, composed of staff from the Housing Secretariat and SSHA, 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.

### 5.2 Schedule of Events

<b>Milestone</b>	<b>Date</b>
RFP issued	Friday March 11, 2022
RFP Online Information Meeting	Tuesday March 22, 2022
Deadline for Questions from Proponents	Tuesday April 5, 2022
Release of Final Addendum (if any)	Tuesday April 12, 2022
Proposal Submission Deadline	Wednesday, April 20, 2022
Interviews (if applicable)	Week of May 2, 2022
Selection Announcement	Week of May 9, 2022
Training Sessions	TBD
Lease commencement Date	July 15, 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](http://www.toronto.ca/affordablehousing).

### 5.3 Information Session and Training Sessions

A virtual information session will be held on Tuesday, March 22, 2022 from 12:00pm-1:30pm. Visit [www.toronto.ca/affordablehousing](http://www.toronto.ca/affordablehousing) for instructions on how to join in, listen and ask questions. The information session is not mandatory.

While a site visit cannot be arranged as part of the RFP submission process, the City and the project builder, NRB Modular Solutions, will arrange for training session(s) with the Successful Proponent(s) once the building is at or near completion to ensure the Proponent is familiar with the building systems and can raise and resolve questions.

### 5.4 Questions

Please direct any specific questions regarding this RFP in writing to [HousingSecretariatRFP@Toronto.ca](mailto:HousingSecretariatRFP@Toronto.ca) before the deadline for questions date above. 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.

### 5.5 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.

### 5.6 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
Introduction	Not Scored
Affordable Rental Housing Management Qualifications and Corporate Financial Viability	25
Operating and Management Plan (including annual and 10-year operating budget)	25
Support Services Qualifications	15
Support Services Plan	25
Community Communications and Outreach Plan	10
<b>TOTAL</b>	<b>100</b>

### 5.7 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, or provide clarifying information by email. 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

### 540 Cedarvale Avenue

The site is located at the intersection of Trenton Avenue and Cedarvale Avenue in East York (nearest major intersection is Woodbine Avenue and O'Connor Drive). The property consists of a City owned former parking lot. Subject to City Council approval and the property being declared surplus by the City, the Successful Proponent for this site will enter into a long-term lease (of 50 years less a day) with the City of Toronto to operate the modular housing building with supports.

The new modular housing building under construction at the site has been assigned the street address of 540 Cedarvale Avenue. The site is bounded by detached residential houses to the west, north, and south, Parkside Elementary Public School to the north east, and Stan Wadlow Park and associated recreation amenities to the east.

The City began construction on the new 3-storey, 59 studio unit modular housing building in October 2021. It is estimated that construction of the modular building will be completed in July, 2022, and ready for first occupancy by July 15<sup>th</sup>, 2022. The building will also contain a commercial kitchen, shared laundry facilities, indoor amenity space (a dining room, lounge, and tenant meeting space), and programming and office spaces for the housing provider(s). This development is a part of Phase Two of the City's [Modular Housing Initiative and Phase One of the Rapid Housing Initiative, funded by the Canada Mortgage and Housing Corporation \(CMHC\)](#).

More general information about this development can be found at [the project webpage](#). For more detailed information including architectural drawings, visit the [Application information Centre](#).

#### Modular Building Details

The 3-storey new modular building is being manufactured and constructed by NRB Modular Solutions, based in Grimsby, Ontario. The building will consist of 59 studio units, of which 15 will be barrier-free per the Ontario Building Code guidelines. Generally each studio unit is approximately 300 square feet in size, and will contain a kitchenette, washroom, and closet. Each residential unit will be provided to the housing provider furnished and equipped (at the expense of the City) with the following:

- Kitchen appliances (full size fridge, portable induction top unit, and a microwave)
- A bed frame and bedbug-resistant mattress
- Household furniture including a chest of drawers, a dining table and two chairs

Common areas inside the building will consist of a lounge, a dining room, and two tenant support areas, for a total of 143 square meters (approx. 1,539 square feet) of indoor amenity space. The building includes a commercial kitchen and pantry, as well as a shared laundry facility. For the housing operators' administrative purposes, a meeting room, a staff room, staff washroom, and two offices are provided.

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

The modular building includes a warranty period of 2 years after substantial completion. NRB must correct any defects in construction identified in this two-year period. As noted in the Offer to Lease, the City and the Proponent will jointly carry out inspections of the demised premises to identify deficiencies.

Outdoor amenity area of a total of 250 square meters (approx. 2,690 square feet) will be provided, including two pergolas and a rear yard with outdoor seating. Covered long-term bike parking for tenants will be provided in a secured rear yard with 58 bike parking spaces; seven short-term bike parking spaces will be provided at the front entrance of the building. Two vehicle parking spaces are to be provided for the housing operator.



## 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 at 540 Cedarvale Avenue, 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](http://www.toronto.ca/affordablehousing).

"Support Services Agreement" any support services agreement to be entered into by the Proponent and the City regarding the funding of support services provided to residential tenants at the site at 540 Cedarvale Avenue;

"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 and mental 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 540 Cedarvale Avenue

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 for 540 Cedarvale Ave,
  - b. Contribution Agreement substantially in the form of the agreement attached as Schedule B to Offer to Lease for 540 Cedarvale Ave;

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. If support services funding is made available, 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 modular building at 540 Cedarvale Ave. is expected to be complete and ready for turn-over in July 2022. Prior to 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.

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. Additional information about the timing and nature of such inspections will be communicated with the successful proponent.

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 4.3).



## Appendix 5 - Submission Checklist

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

# Appendix 6 - Operating Budget Template



Appendix 6 -  
Operating Budget.xl

**Appendix 7 - Support Services Budget Template (Excel File)**

Attached as Excel Spreadsheet



Appendix 7 - SS  
Budget.xlsx

## Appendix 8 - 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):
<b>Proponent Contact Person</b>
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 9 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.

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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.

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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.

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**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:

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**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 1, 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 9 - 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 10 - 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](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:

- a) the RFP;
- b) participation of any such person in the RFP process; or
- c) 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 16 (RFP Dispute Process).