

# APPENDIX 1 A-G

## Proposal Forms

### MURA RFP 2023

## APPENDIX 1 A Proposal Submission Form

Proponent Name: \_\_\_\_\_

I/we hereby submit my/our application for the MURA RFP 2023 as described within this application.

I/we have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data. I/we agree, if selected to provide those goods and/or services to the city in accordance with the terms, conditions and specifications contained in the proposal document and our submission. I/we agree that this submission is being made without any collusion or fraud.

Acknowledge receipt of addenda by number and issue date:

Addendum Number _____	Dated (yyyy-mm-dd) _____
Addendum Number _____	Dated (yyyy-mm-dd) _____
Addendum Number _____	Dated (yyyy-mm-dd) _____

Submitted by:

Non-Profit Full Legal Name: \_\_\_\_\_

Business Address:	Applicant
_____	Telephone Number: _____
_____	Fax Number _____
_____	Email: _____

Authorized Signing Officer Signature

Authorized Signing Officer Name (Print - First, Last)

Date \_\_\_\_\_

**This form should be signed and submitted with your Application**

**Proponent:** \_\_\_\_\_

**Address:** (if known) \_\_\_\_\_

**A. Application Information**

A-1	Non-Profit Name	
A-2	Applicant Contact Name	
A-3	Business Address	
A-4	Applicant Telephone Number	
A-5	Alternate Applicant Telephone/ Fax Number	
A-6	Applicant Email	
A-7	Alternate Contact Name (if not the applicant)	
A-8	Contact Person Email and Telephone Number	

**B. Applicant Is:**

B-1	Non-Profit Corporation	Registration No.	
B-2	Indigenous Non-Profit	Registration No.	
B-3	Community Land Trust	Registration No.	
B-4	Co-operative	Registration No.	

### C. Project Description

C-1	Municipal address if known			
C-2	Ward(s) number			
C-3	Closest major intersection or area of the city you are considering			
C-4	Number of units by type for Existing or Proposed Building and Existing or Proposed Average Rent for Unit Type		Number	Average Rent for Unit Type
		Room		
		Studio		
		1- bedroom		
		2- bedroom		
		3- bedroom		
		Total		

### D. Capital Funding Requested

D-1	Please indicate the total amount of funding requesting under this RFP.	\$ _____
D-2	How many units is the funding for?	_____ apartments _____ rooms
D-3	Funding request per unit?	\$ _____ /apartment  \$ _____ / room

### E. Housing Benefits

In addition to providing 20% of the units to households eligible for housing benefits if City funding is available, do you intend to include reducing rent levels in additional units below the average market rent through either Rent Supplements or Housing Allowances?

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

If so, please specify how you propose to reduce rents and the number of units to be reduced. Please attach written confirmation of any housing benefits known at this time and provide details of discussions underway towards confirmation.

### F. Other Non-Residential Uses

Are there any non-residential uses in the proposed project (e.g., retail, office)?

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

If yes, please explain (use, GFA, vacant or rented)

### G. Land Ownership

J-1	Do you have an Offer of Purchase and Sale?	Yes ____ No ____
J-2	When does it expire?	
J-3	Do you have an Agreement of Purchase and Sale?	Yes ____ No ____
J-4	When is closing?	

**H. Who Will Manage the Property?**

K-1	Applicant
K-2	Property Management Company (Name)

**I. Other Sources of Funding**

Are you applying for, or have you secured any other sources of funding and loan financing to support your project?

☐ Yes ☐ No

If yes, please list the source, purpose and amounts.

## APPENDIX 1 B      Capital Budget Form

Proponent Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

**Put in known cost or estimated cost for proposed building type i.e. 30 unit apartment building or 12 room house.**

**Note: Costs should be based on current prices.**

**Note:** Proposals may not have all cost categories included below, such as Planning approvals, and certain consultant work. Indicate NA – not applicable - for these items. If a cost is applicable but not known at this time use TBD – to be determined - for these items. Include HST in all costs if applicable.

### Hard Costs including HST

	Health and Safety Repair Costs	Total Cost	Per Unit
1	Health and Safety Repair Costs (incl. HST)		
2	Environmental Remediation Cost (if any)		
3	Appliances/ Furniture and Equipment		
4	Other (e.g., not included in line 1, list)		
5	Contingency & Escalation (insert % of line 1)_____%		
6	<b>Sub-Total of Immediate Renovation Costs (sum of lines 1-5)</b>		
<b>Land Costs</b>			
7	Purchase Price		
8	Land Transfer Tax		
9	Legal Fees		
10	<b>Sub-Total of Land Costs (sum of lines 7-9)</b>		

<b>A</b>	<b>Total Hard Costs (sum of lines 6 and 10)</b>		
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**Soft Costs Including HST**

	<b>Consultants</b>	<b>Total Cost</b>	<b>Per Unit</b>
11	Architectural		
12	Structural (indicate if in Architectural fee)		
13	Mechanical & Electrical (indicate if in Architectural fee)		
14	Landscape		
15	Fire Safety/Building Code		
16	Building Condition Audit		
17	Cost/ Quantity Surveyor		
18	Development Consultant/ Project Manager		
19	Other (specify e.g. Environmental)		
<b>B</b>	<b>Consultants Soft Costs Sub-Total (sum of lines 11-19)</b>		



	<b>Site</b>	<b>Total Cost</b>	<b>Per Unit</b>
20	Market Appraisal		
21	Land Survey/ Topographical Survey		
22	Geotechnical Assessment		
23	Environmental Assessment		
<b>C</b>	<b>Site Soft Costs Sub-total (sum lines 20-23)</b>		

	<b>Legal and Organizational</b>	<b>Total Cost</b>	<b>Per Unit</b>
24	Legal Fees - Acquisition including Title Insurance		
25	Legal Fees- Contracts and Agreements		
26	Organizational Expenses (specify- e.g. rent-up)		
27	Community Consultation and Communications		
28	Final Cost Audit		
<b>D</b>	<b>Legal &amp; Organizational Soft Costs Sub-total (sum lines 24-28)</b>		

	<b>Financing Cost</b>	<b>Total Cost</b>	<b>Per Unit</b>
29	Construction Loan Interest Only		
30	Other (specify- e.g. lenders fees)		
<b>E</b>	<b>Financing Soft Costs Sub-total (Sum of lines 29-30)</b>		

	<b>Fees &amp; Permits</b>	<b>Total Cost</b>	<b>Per Unit</b>
31	Building Permit Fees (estimate)		
32	Development Charges (estimate if applicable)		
33	Parkland Dedication Fees (estimate if applicable)		

34	Planning Fees ( estimate if applicable)		
35	Hydro & Water Connection Fee (indicate if included in line 1)		
36	Other (specify- e.g. trees)		
<b>F</b>	<b>Fees and Permits Soft Costs Sub-total (Sum lines 31-36)</b>		

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

	<b>Total Project Cost</b>		Total Cost	Per Unit
I	<b>Hard Cost Total (A)</b>			
J	<b>Soft Cost Total (H)</b>			
K	<b>TOTAL PROJECT COST (total lines I &amp; J)</b>			
L	<b>HST included in Total Project Cost</b>			

### Contributions

			Total Cost	Per Unit
38	Building Permit Fees Waived (estimate)			
39	Development Charges Waived (estimate)			
40	Parkland Dedication Fee Waived (estimate)			
41	Applicant Equity			
42	Capital Funding Requested of MURA			

43	Other Funding/Private Contributions – list		
44	Mortgage Financing		
45	HST Rebate		
<b>M</b>	<b>TOTAL CONTRIBUTIONS</b>		
<b>N</b>	<b>Total Contributions Less Total Project Costs +/-</b>		

## Explanatory Notes - Capital Budget Form

Please explain in detail how you arrived at your estimates for each of the requested lines.

Line Item	Description	Explanation
1	Specify what is included in the Immediate Renovation Cost estimate including HST by providing a detailed breakdown on a separate sheet. Please indicate what work is involved and why it is urgent: Electrical; Heating/Cooling; Plumbing; Fire Safety; Structural etc. Provide proof of estimate if available (e.g. cost consultant report).	
3	Provide details for the number and cost of fridges, stoves and laundry equipment for units and common areas as well as the office for housing management only if needed.	
4	Specify items not included in line 1, necessary for completion of renovation e.g. bonding, construction management fees, etc.	
5	Include reasoning for contingency percentage giving consideration to the type of renovation contract.	
11-19	Specify the basis of budgeted fee for the consultants (e.g. a percentage of renovation costs, flat fee, etc.).  <b>Note</b> the City will consider prevailing market trends for fees when scoring the budget for feasibility, not necessarily those fees proposed by the Applicant.	

18	Applicants with limited experience in housing acquisition and renovation are encouraged to use the services of a professional development consultant/ project manager.	
20	Cost for a market appraisal to substantiate the acquisition price. Include the appraisal report if complete.	
21	Include land or topographical survey costs, if necessary.	
23	Include costs to carry out, as applicable, a Phase 1 ESA, a Phase 2 ESA and/or a Record of Site Condition if needed for financing.	
35	Include costs associated with the hydro, sewer and water connections/ upgrade to the property. Or these costs can be considered as part of the Urgent Renovation Cost.	
38-40	Include your calculation for the estimated amounts of waived fees (from the total amounts in lines 31-33).	
43	Specify amounts received from other sources of funding. Provide written confirmation of each, where possible. Applicants interested in pursuing funding opportunities through the National Housing Co-Investment Fund are encouraged to contact CMHC to confirm eligibility prior to adding assumptions in Capital Budget. Please provide copies of any correspondence to date.	

44	Provide details such as lender, interest rate, term and amortization period known or seeking.	
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## APPENDIX 1 C      Operating Budget Form

Proponent Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

### Project Revenue (Per Year)

Rents should be based on 2023 AMRS on City website.			Amount/Year
1	Gross Rental Income (includes tenant rents and housing benefits contributions)		
2	Laundry Income		
3	Parking Income		
4	Other Sources of Revenue		
5	Gross Project Revenue		
6	Minus Vacancy Allowance (specify %)		
7	Minus allowance for Bad Debt (specify %)		
<b>A</b>	<b>NET PROJECT REVENUE</b>		

### Project Expenses (Per Year)

Project Expenses should be based on 2023 costs.			Amount/Year
8	Administration Costs (e.g., bookkeeping, audit, legal, phone, office supplies, etc.)		
9	Property Management (as per proposed model e.g., staff or property management firm)		



10	<b>Utilities</b>	
10-a	Heat (common areas and units)	
10-b	Electricity (common areas and units)	
10-c	Water/Sewer (common areas and units)	
10-d	Garbage Levy (use \$341/unit)	
10-e	Other (common areas and units)	
11	Maintenance Staff Salaries and Benefits	
12	Repairs and Maintenance (supplies, trades and service contracts including sprinklers, snow removal etc.)	
13	Other Operating Expenses (e.g., Insurance)	
14	Capital Replacement Reserve ( <b>minimum 8% of gross revenue</b> )	
15	Other (specify)	
16	Contingency (Minimum 1% of expenses less mortgage payment)	
17	<b>Sub-Total Operating Expenses</b>	
18	Mortgage payments	
<b>B</b>	<b>TOTAL PROJECT EXPENSES</b>	
<b>C</b>	<b>OPERATING SURPLUS/DEFICIT ( A- Net Project Revenue less B- Total Project Expenses)</b>	

## Explanatory Notes - Operating Budget Form

Please explain in detail how you arrived at your estimates for each of the requested lines.  
Costs are to be based on 2023 costs.

Line Item	Description	Explanation
1	Include your calculations for Gross Rental Income e.g. – tenant rents plus any housing benefits) <b>Note:</b> this amount must match the amount in Appendix 1 E Rent Form	
3	Identify the number of parking spaces and the proposed monthly charge per space.	
4	Specify amounts received from other revenue sources e.g. cell tower, locker rental etc.	
9	Specify if property management expenses is in the form of staff salaries/benefits or contracted services.	
10	Identify which utilities are individually metered and which are included in the rent.	
10-d	Building owners are now required to pay a fee for garbage collection based on how much garbage is set out by building residents.	
12	Detail budgeted expenses under Repairs and Maintenance category. E.g. supplies, trades and service contracts including sprinklers, snow removal, elevators, fire safety etc.	

## Appendix 1 D Rent Form

[illegible]

NOTES:

Occupancy Cost – includes all utilities

Unit types: Room, Studio, 1 bedroom apartment, 2 bedroom apartment, 3 bedroom apartment, 4 bedroom apartment,

Barrier Free (BF), Fully Accessible (FA)

Subsidy Sources: Rent supplement - City Funded, /Administered (CFCA), Rent supplement - City Funded/Provider Administered (CFPA), Rent sup – Other (Province/LHIN) (PROV), Rent supplement - Agency (AG), Housing Allowance (HA), Internal Subsidy (IS)

## APPENDIX 1 E      Mandatory Forms

Proponent Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

### Policy to Excluded Bids from External Parties involved in the Preparation or Development of a Specific Call/Request

#### Form 1

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

- Disallow Applicants from submitting an Application in which the Applicant has participated in the preparation of the call document

Did you, the Applicant, assist the City of Toronto in the preparation of this call for Applications?

Specify: Yes ☐      No ☐

For a copy of the [City of Toronto Policy](http://www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf), visit the website at:  
[www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf](http://www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf)

## Declaration Confirming the Absence of Any Conflicts of Interest

### Form 2

I , Applicant Name/Organization \_\_\_\_\_

hereby acknowledge that it is the Applicant's responsibility to ensure that all contracts are entered into, with respect to the parties with whom the development and operation of affordable rental housing at (address): \_\_\_\_\_

are to be at arm's length from both the Applicant and other contracting parties, and that any contracts with parties with whom the Applicant or other contracting parties are not at arm's length will be considered a conflict of interest and will disqualify the Applicant for funding.

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

Authorized Applicant Signature:

Applicant Name (First, Last): \_\_\_\_\_

Date (yyyy-mm-dd): \_\_\_\_\_

# Declaration of Compliance with Anti- Harassment/Discrimination Legislation & City Policy

## Form 3

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter.

Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

### Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Complete Address:

Email:

Postal Code:

Telephone Number:

Fax Number:

Authorized Signing Officer Name or Applicant Name  
Print – (First, Last)

Position Title:

Date (yyyy-mm-dd):

Signature:

Authorized Signing Officer or Applicant

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

### For Office Use

Group/Vendor/Individual:

Date:

# Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts

## Form 4

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

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

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Name (First, Last)

### Notes:

- (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
- (2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee

# Environmentally Responsible Procurement Statement

## Form 5

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

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

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

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy efficient lighting, and photocopiers capable of double-sided photocopying.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired to upgraded.

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

Experimental or prototype products/services will not be considered.

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

State if environmentally preferred products are being used: Yes ☐ No ☐

We encourage the use of environmentally preferred products. Yes ☐ No ☐



# RFP Terms and Conditions

## Form 6

### (I) Opponents Responsibility

It shall be the responsibility of each Proponent:

- to examine all the components of the Request for Proposals (RFP), including all appendices, forms and addenda;
- to acquire a clear and comprehensive knowledge of the requirements before submitting an Application;
- to become familiar, and (if it becomes a Successful Proponent) comply, with all of the [City's Policies and Legislation](http://www.toronto.ca/calldocuments/policy.htm) set out on the City of Toronto website at [www.toronto.ca/calldocuments/policy.htm](http://www.toronto.ca/calldocuments/policy.htm)

The failure of an Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into based on the Proponent's Proposal.

### (II) City Contracts and Questions

The City invites questions concerning this RFP in writing. All questions should be sent by email to Sarah Power at [HousingSecretariatRFP@toronto.ca](mailto:HousingSecretariatRFP@toronto.ca)

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFPs, and any Opponent who uses any information, clarification or interpretation from any other representative does so entirely at the Applicant's own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by an Opponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of an agreement is entered into with the successful Proponent, no communication with respect to this matter shall be made by any Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

**Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction.**

## **(ii) City Contracts and Questions**

In addition, the City's Procurement Processes Policy provides that any Applicant found in breach of the policy may be subject to disqualification from this Call for Applications or a future Call for Applications or calls at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By- Law and Interpretive Bulletin on Lobbying and Procurement:

[www.toronto.ca/citybusiness/pdf/policy\\_procurement\\_process.pdf](http://www.toronto.ca/citybusiness/pdf/policy_procurement_process.pdf)

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

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

## **(iii) Addenda**

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at [www.toronto.ca/affordablehousing](http://www.toronto.ca/affordablehousing). The City will post Addenda with all questions and answers on the Affordable Housing website.

The City reserves the right to revise this RFP up to 12 pm (noon) on the closing date of the RFP. 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. Proponents and prospective Proponents should monitor the website [www.toronto.ca/affordablehousing](http://www.toronto.ca/affordablehousing) as frequently as they deem appropriate, until the day of the deadline.

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

## **(iv) Exceptions to Mandatory requirements, Terms and Conditions**

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

#### **(v) Omissions, Discrepancies and Interpretations**

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFPs documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

#### **(vi) Incurred Costs**

The City will not be liable for, nor reimburse, any Proponent, as the case may be, for costs incurred in 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 Proposal shall not render the City liable for any costs or damages to any form that submits a Proposal.

#### **(vii) Post-Submission Adjustments and Withdrawal of Applications**

No unilateral adjustments by a Proponent to submitted Proposals will be permitted. The Proponent may withdraw its Proposal to any time prior to 12:00 noon on the closing date of the RFP by notifying the contact for the Housing Secretariat designated in this RFPs by email.

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

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

#### **(viii) No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensure Agreement.

#### **(ix) Prohibitions Against Gratuities**

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favorable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

#### **(x) Acceptance of Proposals**

The City shall not be obliged to approve any Proposals in response to this RFP. The City may, without incurring any liability or cost to any Proponent:

- i. accept or reject any Proposal(s) at any time;
- ii. waive immaterial defects and minor irregularities in any Proposals;
- iii. modify and/or cancel this RFP prior to accepting any Proposals;
- iv. award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Applicant who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

#### **(xi) Verification**

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

#### **(xii) Conflict of Interest**

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise its performance. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. All members of the Proponent's team must be acting at arms 'length to each other.

#### **(xii) Conflict of Interest cont'd**

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

#### **(xiii) Ownership and Confidentiality of City-Provided Data**

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

- i. is and shall remain the property of the City;
- ii. must be treated by Applicants as confidential;
- iii. must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

#### **(xiv) Ownership and Disclosure of Proposal Documentation**

The documentation comprising any Proposals submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Applicant in connection with, or arising out of this RFP, once received by the City:

- i. Shall become the property of the City and may be appended to the Agreement with the successful Applicant;
- ii. Shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

Because of MFIPPA, prospective Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

#### **(xiv) Ownership and Disclosure of Proposal Documentation cont'd**

Each Proponent's name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to MFIPPA.

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

#### **(xvi) Failure or Default of Applicant**

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 RFP issued by the City. In addition, the City may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

#### **(xvii) Governing Law**

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

## APPENDIX 1 F      Property Acquisition Package

**Proponent Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

After entering into an agreement of purchase and sale, a Successful Proponent shall submit the information and documentation listed below for the City's review and approval. Confirmation of the final MURA Funding amount will be based on the financial information provided, in consultation with the Proponent. Housing Secretariat staff will work with the Proponent to complete the package with all relevant and necessary materials. This list is not exhaustive and is subject to change.

- 1) A summary of the property including:
  - a) address and ward in which the building is located;
  - b) number and size of existing units and rents, including any vacant units;
  - c) details of any commercial or non-residential space, square footage, use, rents, tenants, lease information etc.;
  - d) confirmation the property meets the eligible building types in Section 2.3 of this RFP, Eligible and Priority Properties;
- 2) The agreement of purchase and sale;
- 3) Revised and updated Proposal Sections 4.2 D) and E) Capital Budget and Financial Plan and Operating Budget and Management Plan, of this RFP, reflecting the site-specific property proposed for acquisition. In addition to the details required by these sections of the RFP, Proponents must include:
  - a) Details of discussions to date with the first mortgage lender or confirmation of the proposed first mortgage financing. Confirm Proponent equity contributions and address any other financing matters such as short and long term loans, lines of credit etc. supporting the acquisition;
  - b) Capital and operating budgets in the form of the budgets attached to this RFP as Appendix 1 B and C that demonstrate:
    - (i) in the case of the capital budget, that the financial resources currently available to the Proponent (including the Approved Funding) are sufficient to cover all acquisition costs, including adjustments, HST (where applicable), land transfer tax and legal fees, as well as any urgent health and safety repairs, and that;
    - (ii) in the case of the operating budget, based on current costs and building average rents at 80% AMR, and the rent of any individual unit being no more than 100% AMR by unit type, including all utilities and a replacement reserve fund supported by 8% of gross revenue, demonstrate there is sufficient revenue to operate the building in a good state of repair over the long term and that the proposed first mortgage financing can be serviced within the above rent limits;

- 4) Due diligence materials and information such as:
- a) an appraisal conducted by a professional appraiser indicating a value not lower than the purchase price;
  - b) a building condition assessment/ property condition inspection detailing any known health and safety issues, and including an environmental site assessment, if required;
  - c) details of any outstanding building work orders;
  - d) an indication of whether common areas and units meet Ontario Building Code and/or CMHC accessibility standards;
  - e) existing parking available;
  - f) type of heating, ventilation and air conditioning systems;
  - g) any elevator or accessibility lifts, as applicable;
  - h) existing laundry facilities;
  - i) information regarding any support services agency active in building and the types of services provided to tenants;
  - j) rooming house license status and/or an assessment of the current zoning that supports a rooming house use, as applicable;
  - k) construction management plan if the property is occupied and requires renovations, including how impacts on existing tenants and neighbours will be mitigated, and a relocation plan of residential and/or commercial tenants, if applicable;
  - l) neighbourhood specific stakeholder engagement plan and details of any discussions with the local City Councillor regarding the property; and,
  - m) additional materials deems important by the Proponent and/ or requested by the City.



## APPENDIX 1 G      Questions and Answers

Please refer to the following questions and answers for more information about the MURA RFP and Program. The below are largely questions and answers that were submitted during the 2022 RFP process and have been updated for the current RFP.

**1) Do the Average Market Rents (AMR) rents referred to in the Request for Proposals (RFP) refer to City wide or CMHC Zone or area rents?**

The AMR rents in the RFP refer to CMHC City wide rent levels, found [here](#).

**2) Toronto recently updated its Official Plan definition of affordable rental housing. Does the new income-based definition apply to the MURA program?**

No, MURA uses the average market rent-based definition of affordable rental housing as detailed in the RFP, not the current Official Plan definition. As directed by City Council, a transition plan related to the new definition will be developed at a future date to address City housing programs such as MURA.

**3) Toronto recently adopted a new regulatory framework for multi-tenant (rooming) houses. Does the new framework impact the MURA program?**

The City's new regulatory framework for multi-tenant (rooming) houses does not come into effect until March 31, 2024 and so does not impact MURA this year.

The new framework will permit multi-tenant houses across Toronto and involves new zoning and licensing bylaws. It is anticipated to impact MURA in the future. To learn more about the new framework please visit the website [here](#).

**4) Is a property purchased through this RFP exempt from land transfer tax, and if not, is the cost of land transfer tax an eligible cost?**

Properties purchased with MURA funding are not exempt from land transfer tax. The full amount of land transfer tax due should be included in the capital budget and the budget will be the basis for MURA funding.

**5) Is the intent of this RFP to create new stock or an opportunity to preserve existing stock by converting it to non-profit ownership?**

MURA is not a new construction funding program so it will not create "new stock".

The intent of the program and RFP is to fund the purchase of existing privately owned housing by non-profit organizations who will keep the properties affordable for 99 years.

- 6) The RFP states that 20% of the units in an approved property are to have City housing benefits if funding is available. Does that mean that if City funding is not available then 20% of the units do not have to be in receipt of a housing benefit?**

That is correct, if City housing benefits funding is not available then the obligation to provide units to tenants in receipt of a housing benefit is waived. The City reserves the ability to place households in receipt of a housing benefit in up to 20% of the units during the affordability period. Organizations are encouraged to seek housing benefits from other sources for tenants in need.

- 7) Is it possible to relax the 80% AMR building average requirement for properties that secure rent supplements at 100% AMR to make the rents more affordable to low income tenants and be able to carry more financing and reduce the amount of MURA funds requested?**

The 80% AMR building average requirement is not a flexible component of the MURA program. The properties acquired are intended to operate with an 80% AMR building average in the absence of rent supplements or housing benefits, and this target will be included in the Contribution Agreement. The building average AMR will be calculated using City housing benefits and the tenant's rent payment.

- 8) Can an agency find a property independently of the City and apply to MURA or is the City choosing properties that will be available under the MURA Program?**

MURA is designed so that agencies approved for a funding allocation find a property independently of the City, and then submit those properties to the City for approval. The City will not circulate a list of eligible properties for agencies to choose from.

- 9) Will the names of Successful Proponents be announced publicly, as this could affect property price negotiations?**

It is not anticipated that Successful Proponents will be announced publicly prior to the purchase of a property.

- 10) If we are a Successful Proponent and are awarded \$25,000 grant for pre-development activities and are not able to complete a purchase, do we have to return the funds?**

Under these circumstances an accounting of any funds spent with receipts would be required to confirm the expenses were for eligible pre-development activities. Any unspent funds, or funds that are not used for eligible pre-development activities, would be returned to the City.

**11) Is the Miziwe Biik Development Corporation (MBDC) set aside for 20% of funding for Indigenous housing providers an entirely separate selection process? If so can an Indigenous organization apply to this separate RFP as well?**

There is no separate MBDC RFP. The 20% set aside for Indigenous housing providers is part of this City RFP process. MBDC will be involved in the review and selection of Indigenous proposals.

**12) Is there a minimum number of units or percentage of units for Indigenous tenants that defines a project as Indigenous?**

There is no set minimum number of units or percentage of units for Indigenous tenants required to qualify a project as Indigenous or not. The key criterion is that the proponent be an Indigenous non-profit housing provider, meaning the proponent should be an Indigenous-led organization, located off-reserve in the Greater Toronto Area, whose mandate is to provide housing opportunities to Indigenous households.

The City appreciates that a property may be acquired with existing non-Indigenous tenants and that on turnover Indigenous tenants will be selected to move in.

**13) Is it permitted under this RFP for a proponent to sell a currently funded affordable housing property(ies) to help fund the purchase of a bigger and better building?**

This would be decided on a case by case basis after determining what existing funding agreements permit. Please provide as much detail as possible in your proposal to explain why your organization wants to sell a particular property; how it would benefit your organization and provide better outcomes for tenants and clients; and your understanding of the legalities of the sale.

**14) Can MURA funds be used in the purchase a property that includes a non-residential component, for example an apartment building with retail storefronts at grade?**

Yes, this is acceptable provided that the appraisal for the property clearly distinguishes the values of the non-residential and residential portions of the building, and the maximum per-unit MURA funding does not exceed the value of the residential portion of the building. In other words, MURA funds are to be used to purchase the housing component of the building, not the non-residential component.

Please note that non-residential space will be subject to property taxes, unless otherwise exempt.

**15) What are the ramifications of selling a MURA-funded property before the 99 year Affordability Period is up?**

Similar to other City housing programs, the MURA Contribution Agreement requires that the City approve any sale or transfer of the property to a new owner. The new purchaser must either enter into a Contribution Agreement for the remainder of the Affordability Period, or the unforgiven balance of the funded amount must be paid back to the City. The funded amount is forgiven at a rate of 1% per year for each year the agreement was in effect.

**16) As the MURA funding is forgivable at a rate of 1% per year, if for example we were to sell the property after 5 years, we would be asked to repay 95% of the funding.**

**We are trying to mitigate a risk we could face if the property we purchase becomes less than ideal for some reason before the end of 99 years. If that happens and we need to sell, but with that sale we acquire the same number of affordable housing units within the city of Toronto, would we have to repay the funding? We would essentially be moving the affordable housing, instead of reducing it, with the hopes the funding remains intact and does not require repayment.**

The program does not currently address or allow for this scenario as the intent is that proponents purchase properties that will provide affordable housing over the 99-year term of the agreement.

In the event that a property becomes unsuitable, a proponent could make a proposal to the City based on this scenario, with the understanding that the City would have no obligation to accept the proposal, and in that case the proponent would have to repay the unforgiven balance of the funding.

**17) Is it acceptable to submit a property under this RFP that has received City funding previously but for which the funding agreement will soon be expiring, such as a rooming house that received repair funds?**

Yes, assuming there are no further complicating factors, this would be acceptable.

Using the example of a private rooming house that received repair funds, there is likely a repayment option in the repair funding agreement that would allow the agreement to be dissolved. In selling the property to a non-profit group, the private owner could repay the City the outstanding balance or unforgiven portion of the repair funding.

**18) Can we apply for multiple properties and if so are we eligible for multiple \$25,000 pre-development grants?**

Proponents can apply for multiple properties and, if approved, would be eligible for a \$25,000 pre-development grant for each property.

It should be noted that there is limited funding available and this is a competitive proposal call.

**19) Does it matter to the City if the appraisal is valued "as is" or as "covenanted" by the program, or can we use the appraisal methodology negotiated with our lender?**

The MURA Program requires a market value appraisal to be done to substantiate the agreed upon purchase price for a property. The appraisal methodology negotiated with your lender may be a different type and if so you would have to complete two appraisals.

**20) Are proponents with an identified property in their proposal evaluated higher than proponents with a hypothetical proposed target property?**

The RFP is intended to be neutral in this regard. An RFP submission can be completed fully with or without a specific property identified. The RFP's primary intent is to select capable non-profit proponents and teams that are able to purchase an eligible property within a one year timeframe and successfully operate the building over the long term as good quality, financially sustainable, affordable rental housing.

**21) Would philanthropic transfers of property be considered acquisitions, potentially freeing up MURA funds for more substantial renovations/improvements?**

Yes, philanthropic transfers of a property at nominal or below-market cost would be considered an eligible acquisition. The MURA program is primarily intended as an acquisition program with the renovation component intended to focus on critical health and safety repairs and renovations to bring the properties acquired up to acceptable standards.

As noted in the RFP: "Properties acquired with MURA Funding may be prioritized for any future federal and/or provincial repair and renovation program funding administered by the City. Proponents will be supported by the City to secure repair and renovation program funding administered directly by other orders of government, such as CMHC's National Housing Co-Investment Fund Housing Repair and Renewal Stream and the Renovation, Repair and Renewal Fund for Indigenous Housing" (p.13).

As such, the City may encourage a proposal involving more substantial renovations/improvements to utilize funding sources other than MURA for this work.

**22) If the property is a rooming house (aka multi-tenant house that qualifies for \$150k per room) at the time of acquisition, but our intention is to convert the**

**units into self-contained apartments as part of the transaction, would we qualify for the \$200k per unit amount, or is the funding based on the current status of the units?**

The MURA program is primarily an acquisition program and so the funding would be based on the current status of the property at the time of acquisition. Using this example the maximum funding would be \$150,000/room.

It is worth noting that the conversion of a multi-tenant house to self-contained units can often require a zoning amendment process to increase the number of units permitted on the property, and would be expected to involve a considerable construction cost and time line. As noted in the answer above, in this scenario, the City would support a proponent to secure other repair and renovation program funding.

**23) Related to the question about charitable giving, a community land trust could also be the recipient of an estate gift of nominal or below-market property, so establishing a land trust could be another way to bring property into the affordable sector.**

**If a group were interested in establishing a land trust could this plan be included in an RFP submission or should the trust be incorporated before a submission is made?**

The City requires the proponent to be an existing legal entity, so if the trust is not yet established, it would be premature to submit an application on its behalf.

**24) How does this RFP intend to deal with the inequity barriers a new group may have in applying to this RFP compared to a more experienced group?**

A new and less experienced group would be encouraged to assemble a qualified and experienced team. The proponent will be evaluated based not only on their own direct experience but also on the consultants or other experienced contributors involved in the acquisition, renovations and property management. Newer groups could also work with or be mentored by a more experienced group to have their support and assistance in the acquisition and operation of the property.

The MURA program also includes a new Community Partner Table intended to share program updates and encourage coordination and information sharing. The Community Partner Table could facilitate exploring areas for collaboration, mentoring and disseminating lessons learned and good practices to support new and less experienced groups.

**25) Are there any additional funding opportunities or incentives we can apply for in parallel to this RFP to use toward the purchase and renovations?**

There are currently no other affordable rental housing acquisition funding programs. However, CMHC has a renovation, conversion and repair funding program that proponents are encouraged to use in conjunction with the MURA program. Information regarding the program can be found [here](#).

**26) My understanding is that our agreement of purchase and sale must have a 60 day financing condition, and then a 60 day closing from that firm date. We are trying to get properties under contract now. Does our 60 day financing condition period need to start the day we get the property under contract (say tomorrow) or does it need to start once the City has made a decision?**

The City anticipates a decision on which proponents are to be provided with an allocation of MURA funding during the week of June 5, 2023. Successful Proponents will then be provided with a Commitment Letter confirming the maximum Approved Funding based on their Proposal. After agreeing to the terms of the Commitment Letter, Successful Proponents will receive 10% of their Approved Funding as deposit funds, as well as \$25,000 in pre-acquisition funding, to be paid in trust to their lawyer, and can submit a Property Acquisition Package to the City. The City will complete the review and approval of acquisitions within 30 days of receipt of a Property Acquisition Package.

The 60 day conditional period is a minimum intended to ensure sufficient time for the proponent to confirm financing and for the City to review and approve of the Property Acquisition Package. Proponents are encouraged to begin the 60 day conditional period once they have agreed to the terms of the Commitment Letter and are ready to submit a Property Acquisition Package. This is intended to allow adequate time for approvals and due diligence prior to the proponent waiving the conditions in their offer to purchase.

**27) For the proposal portion of the application, there is a 16 page maximum. Is that 16 single sided pages or 16 double sided pages?**

This is a digital submission with a maximum of 16 pages.

**28) How do housing benefits work in order to calculate operating revenue? If rent is \$1,000 and someone has a housing benefit of \$700 then:**

- a) Does the person with the housing benefit have to come up with the \$300 gap?**
- b) Does the rent become equal to the housing benefit (\$700)?**
- c) Also, what value would you use to estimate the amount of a housing benefit?**

Operating revenue is calculated on the full amount paid to the landlord i.e. the amount of rent the tenant pays plus the amount of any housing benefit. In your example, the unit's operating revenue would be a total of \$1,000, comprised of \$300 from the tenant and \$700 from the housing benefit.

Combined, this is considered rent revenue, and the total rent revenue collected for the building is to average no more than 80% AMR.

Regarding the three components of your question:

- a) Yes, the tenant pays \$300;
- b) No, the rent is the combined tenant's payment and housing benefit, in this case, \$1,000;
- c) The value of the housing benefit is dependent on the income of the tenant. Utilize the full amount collected per unit to calculate your operating budget.