

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

150 Dunn Avenue



Photo courtesy of Montgomery Sisam Architects

Date Issued: May 1, 2023

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 **4:00 pm (Toronto time) on June 9, 2023.**

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

INFORMATION SESSION	May 15 – 11am-12pm More information will be posted at www.toronto.ca/affordablehousing
DEADLINE FOR QUESTIONS (in writing only)	May 26 – 4:00pm All questions should be submitted in writing by email to HousingSecretariatRFP@Toronto.ca
ADDENDA	Addenda will be issued with answers to questions raised in the Information Session and questions received in writing. Addenda will be posted at www.toronto.ca/affordablehousing . Final Addenda will be posted no later than June 2 at 4:00pm
CLOSING DEADLINE	June 9 - 4:00pm Submit proposals to HousingSecretariatRFP@toronto.ca

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1 Introduction

1.1 Purpose of Request for Proposals

The purpose of this Request for Proposals ('RFP') is to select a qualified non-profit housing and support services provider with proven expertise to sub-lease and operate the modular housing site at **150 Dunn Avenue** (lot to the south of EW Bickle Centre) for the purpose of delivering affordable rental housing with supports. Further site specific information is included in Appendix 1.

This project is being delivered in partnership with all orders of government, the University Health Network Gattuso Centre for Social Medicine ('UHN') and the United Way of Greater Toronto ('UWGT'). The support services model for this site is developed by UHN Gattuso Centre for Social Medicine, the City of Toronto ('City') and community partners.

The selected provider ('Successful Proponent') should have a strong property management and financial track record of operating affordable and/or social housing. The Successful Proponent 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 with varying support service needs 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 Sub-lease for the property with the Successful Proponent.

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 housing and 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 74% being chronically homeless, defined as being homeless for six months or more over the past year. Further, specific equity-

deserving groups, including Indigenous Peoples, Black people, and 2SLGBTQ+ people, are overrepresented in Toronto's homeless population. Toronto's 2021 Street Needs Assessment also found that 76% of respondents have one or more health challenge, with a majority (51%) reporting two or more health challenges. Individuals who are chronically homeless have a six-fold increased rate of reporting two or more health challenges.

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. The new modular homes with supports in this RFP support the City in meeting these commitments.

Social Medicine Initiative

The link between health and social outcomes, in particular for equity deserving populations, who are overrepresented in the homelessness services, demands that health care providers, such as UHN, and local governments, such as City of Toronto and its partners, such as the United Way, work closely together to improve the wellbeing of residents. In response to this urgent need, UHN, UWGT and the City of Toronto (collectively Social Medicine housing partners) have been working with community-led organizations to create the first-of-its-kind-in-Canada Social Medicine Supportive Housing site at 150 Dunn Ave.

The modular housing project being developed at 150 Dunn Ave. is one initiative of the Social Medicine Initiative, and includes the objective of providing housing as a critical social determinant of health for individuals experiencing homelessness, particularly those from equity-deserving groups who are over-represented in Toronto's homeless population with complex, chronic, or acute health needs and who are recurring patients at UHN clinics and/or emergency departments that are referred to the Successful Proponent by UHN. The site is being designed with a unique approach, including strategies to address the social determinants of health – such as housing, food, financial security – and their long-term impacts on individuals' quality of life. The innovative housing model will incorporate a range of health and social services to be delivered onsite. Residents living onsite will also be connected to resources available through UHN's Social Medicine programing, subject to the agreements between the Successful Proponent and UHN.

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 exiting homelessness.

Proponents should also demonstrate their experience and ability to deliver the support services set out in Section 3.4 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, strength-based, 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).

Proponents should acknowledge and value the expertise of people with lived experience and those that are being served; and follow a cultural competency approach, where services are culturally specific and appropriate to the intended tenant group.

Proponents should demonstrate willingness to explore and support the development and implementation of service partnerships, including with local community service organizations, to deliver on the unique objectives of the Social Medicine Initiative as they relate to community building and social determinants of health.

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 future tenants are individuals experiencing homelessness, who are recurring users of the emergency shelter system and UHN clinics and/or emergency departments. In particular, the intent is for people experiencing chronic homelessness, who meet at least one of the following criteria, to be prioritized for housing at the site:

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

Intended future tenants will be individuals referred by UHN who will be cross-referenced with Coordinated Access, with the intent to prioritize individuals who recurrently utilize UHN clinics and/or emergency departments and the City's homelessness response services.

In addition, the City encourages proponents to identify specific equity-deserving groups, particularly those that are over-represented among the city's homelessness population and whose needs would be best met by the support services proposed onsite and in the local community. These equity-deserving populations may include:

- Indigenous Peoples, identified as First Nations, Inuit, or Metis;
- Youth (16-24 years)
- Seniors
- Black people
- Other racialized people
- 2SLGBTQ+ people

- Women

As part of tenanting the 150 Dunn Ave. building, the following groups will be prioritized:

- Indigenous Peoples identified as First Nations, Inuit, or Metis;
- Black people experiencing homelessness, identified as African, Afro-Caribbean, or Afro-Latin;
- Persons with complex health needs, who have at least one of the following conditions:
 - Concurrent chronic health conditions;
 - Functional and cognitive impairments;
 - Mental health and substance use disorders;
 - Physical disability; and
- People sleeping outdoors or who have a history of sleeping outdoors.

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 proponent may wish to provide a specialized program for Indigenous Peoples with complex health needs, 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 in collaboration with UHN and through a mutual tenant identification and prioritization process that incorporates the City's Priority Access to Housing and Supports (PATHS) direct-matching process and the Social Medicine model. Tenants referred by UHN will be cross-referenced with Coordinated Access to ensure they meet the prioritization criteria. See Section 3.3 for more details.

2 Funding and Resources

2.1 Support Services Funding – City

The average level of funding for support services provided by the City is \$2,000 per unit per month (\$24,000 per year).

Actual funding may vary, and will be based on the type and level of support services proposed, to ensure funding is appropriate to the level of supports provided, and will be subject to annual review. If the proponent's proposed program will require a higher level of support funding than the amounts assumed here, this extra funding request and rationale should be included in the proposal (see section 4.5).

In addition to the average annual support funding of \$24,000 per unit per year, the Successful Proponent may also be allocated one-time start-up funding upon signing the sub-lease of \$2,000 per unit. Start-up funding is intended to support the initial set up of the building, including purchasing additional furnishings and equipment not provided as part of the modular building at handover (e.g. common area furniture). Proponents are invited to include a business case for start-up funds (see Section 5 – Making a Proposal).

The amounts for 2023 outlined below pro-rate the annual City support funding amount to the number of months of occupancy anticipated at the site in 2023. For the purpose of preparing the operating budget submission, proponents can assume the full annual amount below is available for the duration of the Sub-lease.

Funding	150 Dunn Ave. (51 units)
One-time start-up funding	\$102,000
Estimated support services funding in 2023	\$408,000 (4 months)
Estimated annual baseline support services funding for duration of Sub-lease	\$1,224,000

The City is also interested in working with non-profit housing providers that have access to additional support services funding for tenants of the site, including in-kind supports. 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 from all partners 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 sub-lease and the Contribution Agreement.

2.2 Support Services Funding – UHN

UHN may make additional funding available to the Successful Proponent to implement the Social Medicine Initiative. UHN and the Successful Proponent will be responsible for entering into any agreements related to that funding.

The Successful Proponent should demonstrate what qualifications and experience it has carrying out services that would be related to the Social Medicine Initiative.

2.3 Housing Benefits

The City of Toronto will make available Housing Benefits to all eligible 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 30% of their income or the shelter allowance of their Ontario Works or Ontario Disability Support Program benefits.

Proponents should identify in their proposal if there are additional sources of operating funding for housing benefits or support services available to them or through existing partnerships or collaboration that can be included in the project. Additionally, all eligibility criteria or program-related criteria related to these sources of funding should be clearly articulated in the proposal. Please note, program criteria for additional sources of funding may not include changing the target group as outlined in Section 1.4.

2.4 Property Tax Exemption

The project will be exempt from property taxes, for municipal and school purposes for the term of the Sub-lease, as applicable.

3 Expectations of the Successful Proponent

3.1 Sub-lease and Contribution Agreement

Subject to City Council approval, the Successful Proponent selected to operate the 150 Dunn Avenue project will be responsible for entering into a Sub-lease with the City for the unexpired term of the Ground Lease (49 year duration, commencing March 10, 2022) with UHN, substantially in the form of the Sub-lease attached hereto and paying all costs associated with the operation, maintenance and repair of the project in accordance with the Sub-lease. Pursuant to the terms of the Sub-lease, the Successful Proponent will also be required to comply with the terms of the Ground Lease with UHN, attached as Appendix 12.

The City is providing the project to the Successful Proponent for the duration of the Sub-Lease for a nominal rent amount, as outlined in the Sub-lease.

In addition, the Successful Proponent will be expected to enter into a Contribution Agreement with the City, substantially in the form of the agreement attached hereto, which will set out the obligations with respect to operating the project, such as rent, 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 Sub-lease, provided as an attachment to this RFP.

3.2 Operation of the Building and Administering Rents

The Successful Proponent will be responsible for operating the building in accordance with the terms of the Sub-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 2023 are to be used in preparing a proposal.

	80% AMR	Maximum Income Limit
Studio Unit	\$1,054	\$50,592

See also section 2.3 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.

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 Administration Manual](#), 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 Identifying Tenants

The City of Toronto's Shelter, Support & Housing Administration Division (SSHA) operates a Priority Access to Housing and Supports (PATHS) direct-matching 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.

For the site at 150 Dunn Ave., tenants will include individuals experiencing homelessness, who are recurring users of the emergency shelter system and UHN's clinics and/or emergency departments.

As part of the tenant identification process, consideration will be given to:

- People who meet more than one of the population criteria listed above in Section 1.4;
- People with complex health needs and/or disabilities whose needs are best met by the support services available on site as well as services available in the community;
- Any accessibility provisions of an individual unit.

Standardized assessment tools will be used to ensure that the support needs of referred tenants can be met, and that a range of support needs and population groups are created in the building. The assessment tools will be used in partnership with homeless serving agencies and/or health professionals 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 is available to supplement any funding, Housing Secretariat and UHN will work with the Successful Proponent to support meeting funding requirements. 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, UHN and the City will work with the Successful Proponent(s) to finalize an Access Plan for approval by Executive Director of the Housing Secretariat.

3.4 Providing Support Services

The Successful Proponent must provide 24/7 housing stability support services to tenants for the term of the Sub-lease, unless otherwise agreed to by the Executive Director, Housing Secretariat. The support services in this section are separated between those required and funded by the City and additional support services under the Social Medicine Initiative, subject to an agreement between UHN and the Successful Proponent as described in Section 2.2.

Proponents are encouraged to supplement the funding for supports that may be available through this RFP with existing or other funding opportunities which can support the specific support needs of tenants. In particular, it is expected that Indigenous tenants are provided an opportunity to engage with culturally specific supports, delivered by and for Indigenous support providers.

The Successful Proponent will use a Housing First, trauma-informed, harm reduction, culturally-competent, strength-based, 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** that support tenants to become stable, including housing introduction and welcoming activities, housing placement activities, housing transition 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, employment opportunities and counselling, financial advising, economic enterprises within housing, 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);
- **Access to 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 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.

Social Medicine Initiative Support Services

UHN will work closely with the Successful Proponent in delivery of services that best aligns with the UHN Social Medicine Supportive Housing model. Provision of these services will be negotiated separately with UHN and the Successful Proponent and the budget for this RFP should only reflect the services required by the City. These supports services are in addition to those listed above, in alignment with the Social Medicine Initiative.

- **Harm reduction supports** that seek to reduce risk through health and social programs. This may include the storage, distribution and provision of materials and/or supplies, managed alcohol programs, overdose prevention protocols, and connecting individuals to community-based harm reduction such as supervised consumption sites;
- **Care management supports** to assist tenants in navigating complex systems and supporting tenants in achieving their established goals. This may include navigating medical systems and supporting medical processes, community services and supports, justice support activities, government documents and services, and connecting tenants with additional supports; and

- **Provision of Clinical and treatment supports** that integrate clinical, health and treatment services. This may involve primary care, specialized health services, medication services, dental and vision services, mental health and addiction supports, harm reduction activities, health education, and traditional and culturally-sensitive healing 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.

Additional staffing positions, subject to negotiation between UHN and the Successful Proponent as part of the Social Medicine Initiative may include:

- Community Health Workers
- Harm reduction workers;
- Social enterprise coordinator; and
- Indigenous programs coordinator.

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.

The Successful Proponent is expected to foster collaboration between residents' circle of care to accurately establish needs. Additionally, the Successful Proponent is expected to value the knowledge and autonomy of residents in care planning. 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.).

3.5 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 they have increased sense of connectedness and integration into the community; have improved mental and physical health outcomes; and have improved well-being and quality of life. The City and its Social Medicine housing partners will work with the Successful Proponent to reach these outcomes by:

- ensuring the Successful Proponent meets its obligations under the terms of the Sub-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
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

Additional metrics may be associated with the Social Medicine Initiative, which will be outlined in any agreements between the Successful Proponent and UHN.

3.6 Social Operation and Social Procurement Objectives

The Successful Proponent will strive to employ the principles of social procurement to any required subcontracting for building operation or Support Services, such as through subcontracting with local social enterprises when possible, for property management and maintenance services. The regular use of social enterprises, in conjunction with employment related Support Services, is intended to facilitate connections to employment for building tenants and to support the existing social enterprise infrastructure in the Parkdale neighbourhood.

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 Mandatory 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 in the Mandatory Submission Form.

(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 Sub-lease

The Offer to Sub-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 Sub-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 (5) 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.;
 - 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; their contact name and title, postal address, telephone number, e-mail and website, if any;
 - at least one of the references should be a staff member from a housing project that can speak on the work environment, the supports provided to staff members, and the management skills of the Proponent;

If the Proponent is recommending to collaborate with a third-party in operation or service provision, at least one of the references should be a collaborating organization, consultant, or service provider that can speak on the Proponent's ability to partner with other organizations effectively.

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 Sub-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; and
 - 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.
 - An outline of how the Proponent plans to expand their existing operations to add this site to their portfolio, promptly hire staff and operationalize the project within a short timeframe.
- (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 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 Sub-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 five (5) years, unless requested sooner by the Executive Director, Housing Secretariat.
 - Operating budgets are to be based on 2023 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 \$150 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 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 required by the City and those associated with the Social Medicine Initiative that serve individuals who are experiencing homelessness or are at-risk of homelessness, with specific attention to the support services outlined in Section 3.4. Proponents are encouraged to demonstrate their experience in these areas by way of submitting (1) one or more case study examples.**

City Required & Funded Support Services	Social Medicine Initiative Additional Support Services
<ul style="list-style-type: none"> • Housing Stability Supports • Eviction Prevention Supports 	<ul style="list-style-type: none"> • Harm Reduction Supports • Case Management Supports

<ul style="list-style-type: none"> • Economic Integration Supports • Social and Community Integration • Access to Clinical and Treatment Supports • Basic Need Supports 	<ul style="list-style-type: none"> • Provision of Clinical & Treatment Supports
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(b) Please ensure you specifically highlight your qualifications in the following areas:

- Working with and supporting youth, seniors, Indigenous Peoples, Black people, racialized people, and seniors experiencing/at risk of homelessness and/or individuals from other equity deserving groups;
- Working with or supporting Indigenous Peoples, Black and racialized people experiencing homelessness or at-risk of homelessness to connect with culturally-competent services;
- System navigation and familiarity with accessing services at various levels of care;
- Providing peer-based supports;
- Engaging with local community members and building positive relationships with neighbours;
- Engaging with partner organizations and collaborative practices; and
- Data collection and reporting for evaluation and quality assurance purposes.

(c) 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 or UHN may require; and
- Participating in any other reporting and/or evaluation as required by the City or UHN.

(d) Please summarize your organization's qualifications (skills and experience) to:

- Participate in the City of Toronto's Coordinated Access System to Housing System ¹, specifically the Priority Access to Housing and Supports (PATHS)² process. 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.

¹ 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.

² 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 and/or verify eligibility for people experiencing homelessness who may not appear on the list.

- Accept referrals from Indigenous-led organizations and UHN provided to City staff.

(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. For the purposes of responding to this RFP, the Plan should be informed by the benchmark amount of support services funding described in Section 2.1. If the proponent wishes to request a higher level of support funding, the rationale and associated amount of support funding requested should be included in this Plan. This rationale should include a description of what the anticipated outcomes or benefits of the additional funding will be for the intended tenant group.

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 tenants, with specific attention to the services as outlined in Section 3.3.

The plan should demonstrate the proponent's ability to provide the supports required and funded by the City.

- Housing Stability Supports
- Eviction Prevention Supports
- Economic Integration Supports
- Social and Community Integration
- Access to Clinical and Treatment Supports
- Basic Need Supports

(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.
- 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 plan, if any, to work with Indigenous-led and Black-led support service agencies, and:

- Identify Indigenous-led and Black-led support service agencies, and outline the partnership arrangements with the identified agencies and how all parties will work together to ensure a seamless support delivery in the building.
- Clearly demonstrate the experiences of the identified support service agencies and how they plan to provide culturally-competent programming to the tenants.

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

- Include how the intensity of support services will vary depending on the specific needs of tenants;
- Include how a sufficient staff to client ratio be maintained in order to meet case management needs. Complete the table provided in Appendix 11 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 Section 4.5 of your proposal, 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 fillable PDF version of the table below is available with RFP materials as Appendix 11:

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

- (e) **Please outline your organization's plans for retention of qualified staff and providing support for staff that promote their wellbeing** (i.e. competitive wages, paid time off, medical and dental benefits, crisis de-briefings, employment mobility and career advancements, and continued check-ins).
- Please describe how your organization will foster a positive work environment where staff feel safe to express themselves and any concerns regarding their positions, other staff, their role, and the housing model.
- (f) **Please outline key project risks, such as COVID-19, managing vacancies, managing challenging tenants etc. and how they would be mitigated.**

- Describe your organization's plan to operate during a 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.

(g) 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).

- The Successful Proponent's funding allocation from the City (if any) will be pro-rated 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 Sub-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 Resident and Community Communications and Outreach Plan

Proponents must demonstrate 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 proposed plans for engagement with tenants and persons with lived experience of homelessness and/or complex health needs.
- (b) 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.
- (c) 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.
- (d) A brief outline of proposed plans in working with the Social Medicine housing partners in implementing the Social Medicine initiative and supporting tenants.

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 City staff from the Housing Secretariat, SSHA, and representatives from UHN and UWGT, 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

Milestone	Date (2023)
RFP issued	May 1
RFP Online Information Meeting	May 15
Deadline for Questions from Proponents	May 26
Release of Final Addendum (if any)	June 2
Proposal Submission Deadline	June 9
Interviews (if applicable)	Week of June 19
Selection Announcement	Summer 2023
Training Sessions	Summer 2023
Sub-lease commencement Date	Fall 2023

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.

5.3 Information Session and Training Sessions

A virtual information session will be held on May 15, 2023 from 11am-12pm. Visit 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 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 posted by Addendum on the City website at <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 operating budget)	25
Support Services Qualifications	15
Support Services Plan	25
Community Communications and Outreach Plan	10

EVALUATION CRITERIA	Points Available
TOTAL	100

5.7 Proposal Evaluation and Selection Process

- a. The Evaluation Committee will be comprised of staff from the City's Housing Secretariat, and Shelter, Support, and Housing Administration, and representatives from UHN and UWGT.
- b. The Evaluation Committee will evaluate Proposals based on the information provided by the Proponents in their submissions and will score Proposals using the above Evaluation Criteria.
- c. Proponents scoring a minimum of 70% may be required to attend an interview with the Evaluation 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.
- d. 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 Evaluation 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.

- e. The Evaluation 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 Evaluation 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

150 Dunn Avenue

The 150 Dunn Avenue site is owned by the UHN and is currently developed with a 4 storey rehabilitation establishment known as the Bickle Centre, a 4 storey long term care facility, and a series of detached houses.

A portion of the site, on the southeast corner of UHN's main grounds fronting onto Dunn Avenue, was identified as suitable for construction of modular housing to create new affordable rental housing. The new modular housing building currently under construction at the site will be assigned a unique address.



Subject to City Council approval, the Successful Proponent for this site will enter into a long-term sub-lease with the City of Toronto to operate the modular housing building with supports.

The City began construction on the new 4-storey, 51 studio unit modular housing building in 2022. It is estimated that construction of the modular building will be completed in fall 2023, and ready for first occupancy shortly after. 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 funded through 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, energy modelling, floorplans, landscape and lighting plans, rendering and tree preservation plans, visit the development's [Application information Centre page](#).

Modular Building Details

The 4-storey new modular building is being manufactured and constructed by NRB Modular Solutions, based in Grimsby, Ontario. The building will consist of 51 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 area, and two tenant support areas, for a total of 143 square meters (approx. 1,500 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 two (2) years after substantial completion. NRB must correct any defects in construction identified in this two-year period. As noted in the Offer to Sub-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 102.6 square meters (approx. 1,104 square feet) will be provided in the rear yard, including two pergolas and outdoor seating. Covered long-term bike parking for tenants will be provided in a secured rear yard with 46 bike parking spaces; 8 short-

term bike parking spaces will be provided at the front entrance of the building. No vehicle parking spaces are provided onsite.

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 plan 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.

"Sub-lease" means the Sub-lease to be entered into between the City and the Successful Proponent, for the site at 150 Dunn Avenue, substantially in the form of the Sub-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 including housing benefit subsidies; 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.

"Social Medicine" means the University Health Network Gattuso Centre for Social Medicine.

"Support Services Agreement" means 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 150 Dunn 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.

“UHN” means the University Health Network being a public hospital in Ontario.

“UWGT” means the United Way Greater Toronto organization.

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 pre- and post-placement supports for clients or households that are at risk of homelessness living in transitional or permanent housing units. Housing Stabilization Supports also include adequate and comprehensive intake and transition supports at early stages of move-in, including: creating early contact with future tenants via Peer Support and Community Health Workers and provide welcome packages and assistance. Housing Stabilization Supports may be tied to the unit or may be portable and therefore move with the tenant.

EVICTON 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).
- Financial advising and literacy: services that support financial security and independence, such as tax support and filing, bank account set up, and budgeting.
- 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, linkages to job opportunities and career guidance.
- Economic enterprises: working with a Social Enterprise Coordinator to establish a revenue-generating businesses to employ tenants, providing financial stability and skill-building, and creating greater community impact and connections.
- 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
- 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 and skill-building activities or linkages to similar community-based programming
- Neighbourhood and city-wide exertions and outings.
- 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.

Access to 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.
- 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 Peoples (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 150 Dunn Avenue

1. An Offer to Sub-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. Sub-lease Agreement, substantially on the terms and conditions set out in Schedule A to the Offer to Sub-lease for 150 Dunn Ave.,
 - b. Contribution Agreement substantially in the form of the agreement attached as Schedule B to Offer to Sub-lease for 150 Dunn Ave;.

The Offer to Sub-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. An Access Plan template is provided as Schedule A to the Contribution Agreement.

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 150 Dunn Ave. is expected to be complete and ready for turn-over in fall 2023. Prior to turn-over, the Successful Proponent will be expected to sign the Contribution Agreement and enter into the Sub-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 Sub-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
- ☐ Completed Operating Budget (Appendix 6)
- ☐ Mandatory Submission Form (Appendix 8)
- ☐ Completed Support Services Budget (Appendix 7)
- ☐ Completed Staff to Client Ratios (Appendix 11)

Appendix 6 - Operating Budget Template

Attached as Excel Spreadsheet

Appendix 7 - Support Services Budget Template (Excel File)

Attached as Excel Spreadsheet

Appendix 8 - Mandatory Submission Form

Attached as fillable PDF

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
- <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 or reject any Proposal in response to this RFP (in whole or in part).

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. suspend, modify and/or cancel the RFP (with or without the substitution of another RFP) or the project(s) that are the subject of the RFP;
- d. award one or more contracts for portions or all of the project(s) that are the subject of the RFP to as many Proponents as the City deems appropriate;
- e. if the RFP is cancelled, the City may reissue a solicitation to one, some or all of the Proponents and/or any other person;
- f. exercise any other right or option provided for in, or in connection with, this RFP, including the rights and options set out in the applicable by-laws, policies and procedures established by the City;
- g. do nothing in relation to the Proposals or the RFP.

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. The City may rely on the representations, experience and expertise of the Proponents as set out in their Proposals.

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).

Appendix 11 – Staff to Client Ratios

Attached as fillable PDF

Appendix 12 – UHN & City of Toronto Ground Lease

Attached as PDF