

Request for Proposals for a Non-profit Housing Provider to Lease and Operate Rent-Geared-to-Income Housing

65 Dundas St. E.



Date Issued: February 9, 2024

NOTICE TO POTENTIAL PROPONENTS

REQUEST FOR PROPOSALS

Non-profit Housing Provider for Rent-Geared-to-Income Housing

Please review the attached document and submit your proposal to the email address below by the closing deadline of **5:00 pm (Toronto time) on March 19, 2024.**

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

INFORMATION SESSION: February 23, 2024

More information will be posted at <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>

DEADLINE FOR QUESTIONS (in writing only): March 5, 2024 – 5:00pm

All questions should be submitted in writing by email to HousingSecretariatRFP@Toronto.ca

ADDENDA: Posted no later than March 12, 2024 at 5:00pm

Addenda will be issued with answers to questions raised in the Information Session and questions received in writing. Addenda will be posted at <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>. Final Addenda will be

CLOSING DEADLINE: March 19, 2024 - 5:00 pm

Submit proposals to HousingSecretariatRFP@toronto.ca

Table of Contents

	Table of Contents	3
1	Introduction	6
	1.1 Purpose of Request for Proposals	6
	1.2 Background	8
	1.3 Who Should Apply to the RFP?	9
	1.4 Housing First Approach and Intended Tenant Group	10
2	Funding and Resources	12
	2.1 Support Services Funding – City	12
	2.2 Housing Benefits	12
	2.3 Property Tax Exemption	12
3	Expectations of the Successful Proponent	14
	3.1 Offer to Lease, Licence Agreement, Lease, Contribution Agreement and Assignment and Assumption of Support Services Agreement	14
	3.2 Operation of the Building and Administering Rents	15
	3.3 Identifying Tenants	15
	3.4 Oversight and Coordination with Support Services Provider	16
	3.5 Desired Outcomes	17
4	Making a Proposal	18
	4.1 Executive Summary	18
	4.2 Rental Housing Management and Eviction Prevention Qualifications	18
	4.3 Corporate Financial Viability	20
	4.4 Operating and Management Plan	20
	4.5 Coordinated Access and Tenanting Qualifications	22
	4.6 Community Communications and Outreach Plan	22
	4.7 Additional Mandatory Requirements	23
5.	The RFP and Selection	24
	5.1 The RFP Process	24
	5.2 Schedule of Events	24
	5.3 Information Session and Training Sessions	24
	5.4 City Contact	24
	5.5 Addenda	25
	5.6 Evaluation Criteria	25
	5.7 Proposal Evaluation and Selection Process	26
	Appendices	28
	Appendix 1 - Site Specific Information	29
	Appendix 2 - Terminology and Definitions	32

Appendix 3 - Legal Agreements for 65 Dundas St. E.....	34
Appendix 4 - Submission Checklist.....	36
Appendix 5 – Support Services.....	37
Appendix 6 - Operating Budget Templates	39
Appendix 7 - Mandatory Submission Form.....	40
Appendix 8 - Operators Code of Conduct	41
Appendix 9 - RFP Process Terms and Conditions	45

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 provider with proven expertise to lease and operate the site at **65 Dundas St. E.** for the purpose of providing rent-geared-to-income housing and housing with support services.

The site is located in the centre of Downtown, adjacent to Sankofa Square (formerly Yonge-Dundas Square), a centre for cultural events and major festivals, near the main commerce, business, and retail hubs of the City, and adjacent to a major and growing downtown university, Toronto Metropolitan University. It was acquired by the City in 2022 and is currently undergoing renovations to create 280 units of rent-geared-to-income (RGI) housing, for people experiencing homelessness and/or people earning a range of low to moderate incomes. A portion of the completed housing units will also be operated as supportive housing (i.e. RGI homes with support services that enable people needing assistance to live as independently as possible in their community).

The property renovations will be completed and occupied in two phases. The first phase of occupancy for 92 units of supportive housing is expected to begin in the second quarter of 2024, when construction of the first portion of the building is expected to be completed. The second phase of occupancy, for the remaining 188 units of rental housing, is expected to begin in the third quarter of 2025, when renovations to the remaining units are expected to be completed. Additional details about the site and the renovation project, including architectural plans, are available in Appendix 1.

The provider (“Successful Proponent”) selected through this RFP will be responsible for all property management and rental housing administration functions at this site, including ensuring that a range of support services are provided for tenants. To support the transition from shelter to housing, Dixon Hall Neighbourhood Services (“Dixon Hall”) has worked with the City to develop the support services program to be offered at this site for the supportive homes to be offered in Phase One. The Successful Proponent will be responsible for assuming the City’s support services agreement with Dixon Hall for the remaining term (until March, 31 2025), to provide oversight of the provision of support services. The Proponent will be obligated to ensure support services are provided at the site beyond the term of this agreement, and further information is provided in section 3.3.

It is the City's intention to enter into a contribution agreement with the Successful Proponent outlining the requirements of the housing program at 65 Dundas St. E. and terms and conditions of the City’s funding (the “Contribution Agreement”). The form of the Contribution Agreement is attached as Appendix 3-3. Upon completion of the first phase of renovations in Q2 2024, the City intends to enter into a short-term licence agreement with the Successful Proponent to enable partial occupancy of completed portions of the building (the “Licence Agreement”). Once all renovations have been completed in 2025, the City intends to terminate the Licence Agreement and subsequently enter into a long-term nominal lease agreement for the property with the Successful Proponent, outlining the terms and conditions under which the Successful Proponent

will manage the entire building (the “Lease”). The form of Licence Agreement is attached as Appendix 3-4 and the form of Lease is attached as Appendix 3-2.

In addition to providing property management and rental housing administration functions at this site, the Successful Proponent is expected to work in collaboration with the City, institutional, business, and community organizations currently involved in delivering the Downtown East Action Plan and contribute to its success. The Downtown East Action Plan was approved by City Council in 2019, and aims to address complex challenges in the area related to poverty, homelessness, housing, community safety, and mental health and substance use. The new permanent rental housing at 65 Dundas St. E. will help advance the objectives of the Downtown East Action Plan and improve the housing stability and the well-being of vulnerable and marginalized residents in the community.

How to read this document

Section 1 of this RFP provides background information to interested proponents about the opportunity and the City’s objectives at 65 Dundas St. E.

Section 2 describes the funding and resources the City is offering through this RFP to the Successful Proponent to achieve the objectives.

Section 3 describes the obligations of the Successful Proponent in respect of the project, and a description of the Legal Agreements that form a part of this RFP. The forms of Legal Agreements are attached as follows under Appendix 3 to this RFP:

- 3-1 – Offer to Lease
- 3-2 – Lease
- 3-3 – Contribution Agreement
- 3-4 – Licence Agreement
- 3-5 – Assignment and Assumption Agreement
- 3-6 – Support Services Agreement

Section 4 describes the requirements of proponents in making a proposal in response to this RFP and provides critical instructions to proponents on how to make a strong proposal.

Section 5 describes the RFP process, timelines, and evaluation criteria the City will use in evaluating proposals.

Site specific information is available in Appendix 1 including links to drawings.

The terminology and definitions used in this RFP are outlined 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

In 2019, the City adopted the HousingTO 2020-2030 Action Plan, the country’s first action plan rooted in the progressive realization of the right to adequate housing. The Plan set a target of approving 40,000 affordable rental homes, including 18,000 supportive homes. Since this time the City has worked with government, co-op and non-profit partners to accelerate action across the housing continuum in response to a worsening housing and homelessness crisis. In 2023, the City updated its targets under the HousingTO Plan, with a new objective of creating new 65,000 rent-controlled homes inclusive of 41,000 affordable rental homes and 6,500 rent-geared-to-income homes.

These accelerated actions are needed as the housing and homelessness crisis continues to worsen. According to City of Toronto data, at the end of November 2023, the number of individuals experiencing active homelessness was 10,498, with over 54% (5,711 individuals) experiencing chronic homelessness. Indigenous residents and those from equity-deserving groups, including Black and other racialized people, seniors, women and 2SLGBTQ+ people, are also overrepresented in Toronto's homeless population. 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 the summer of 2020, the City began sub-leasing the property at 65 Dundas St. E. to Dixon Hall to provide emergency shelter services for people experiencing homelessness and sleeping outdoors, as a way of reducing the spread of Covid-19 and to save lives. In September 2022, the City acquired the property at 65 Dundas St. E. with funding through the Rapid Housing Initiative (“RHI”), to support the conversion of the property into a mix of approximately 280 RGI homes and homes with support services. The shelter program began a gradual closure at that time to enable renovations to begin on the new homes, and is expected to close fully following the completion of construction on the first phase of new housing units, expected in the second quarter of 2024. Dixon Hall has continued to provide shelter services and supports to shelter clients remaining on site throughout this time.

A summary of the housing program is provided in Table 1 below and described throughout this RFP.

Table 1: Summary of proposed housing program at 65 Dundas St. E.

	Units	Rental Level	Support Services Provided	Accessing units	Tenant group	Estimated Completion
Supportive housing	92	Rent-geared-to-income	Yes – see Appendix 5 for mandatory support services.	Coordinated access	People experiencing homelessness	Q2 2024

Rental housing	188	Rent-geared-to-income	No*	Centralized waitlist for social housing, or other referral pathways	People receiving social assistance or earning low to moderate incomes, and in severe housing need	Q3 2025
-----------------------	-----	-----------------------	-----	---	---	---------

*May be subject to change in future, in consultation with the Successful Proponent

1.3 Who Should Apply to the RFP?

The City is seeking a non-profit or cooperative housing provider with strong property management expertise and a track record of successfully operating and maintaining affordable, social, and/or supportive rental housing in a state of good repair. Experience operating housing in Toronto, and a proven track record of providing programs and services funded by the City, will be considered an asset. The City welcomes partnerships between non-profit/cooperative housing providers and property management professionals to apply to this RFP.

Proponents should have:

- experience providing property management and rental housing administration in a multi-unit building, with such experience being in Toronto and in buildings undergoing construction being considered assets;
- experience operating rental housing through a housing stability and eviction prevention approach. This should include policies and processes to support individuals exiting homelessness to maintain their housing stability and preserve tenancies;
- experience working with a support services agency or agencies to provide additional services to tenants of rental housing, and including ensuring supports are well coordinated with property management services; and
- experience collaborating with neighbours and key stakeholders to maintain positive community relations, advance community safety and well-being, and support local outreach and initiatives.

Proponents with a strong track record of working in partnership with other housing and community service providers are encouraged to apply to this RFP. The Successful Proponent will be required to work with Dixon Hall Neighbourhood Services, and assume a Support Services Agreement currently in place between the City and Dixon Hall, to ensure tenants receive necessary supports in the building throughout the transition to housing. While the support services will be delivered by Dixon Hall, under the terms of the Contribution Agreement the Proponent is accountable to ensure support services are provided in the supportive housing units.

Detailed information on the experience and requirements of proponents are provided in Section 4 of this RFP.

1.4 Housing First Approach and Intended Tenant Group

The City requires a Housing First approach be taken in newly created rent-geared-to-income and supportive homes, including in identifying and supporting tenants of the property at 65 Dundas St. E. 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.

As outlined in Table 1 above, 65 Dundas St. E. is intended to provide 280 units of RGI housing for people experiencing homelessness and earning low to moderate incomes. Tenant selection for all units will be completed in accordance with a City-approved Access Plan and through the City's housing access system as described below and in section 3.2

Approximately one third (92) of the units at 65 Dundas St. E. will be operated as supportive housing. The supportive housing units will be completed in Phase One, and tenants will access these units through the City's Coordinated Access system. These units will be prioritized for people experiencing homelessness, including chronic homelessness, who meet at least one of the following criteria:

- 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).

The remaining RGI housing units will be completed in Phase Two, and will be intended for Toronto residents on low to moderate incomes in severe housing need. These units are not expected to offer support services to tenants. Tenants will access these units through the centralized waitlist for social housing, or through other arrangements with the housing provider and the City, in accordance with the approved Access Plan (an Access Plan template is provided as Schedule A to the Contribution Agreement). In future the City may consult with the Successful Proponent to consider offering support services at these units, in accordance with an approved Access Plan.

The City expects proponents to take a culturally relevant, trauma-informed, and housing first approach to working with tenants. Equity-deserving groups are over-represented among the city's homelessness population and among residents experiencing severe housing need, and may be prioritized for housing opportunities at the site include.

- Indigenous Peoples, identified as First Nations, Inuit, or Metis;
- Youth (16-24 years)
- Seniors and older adult (generally aged 55+)
- Black people, who identify as African, Afro-Caribbean, or Afro-Latin;
- Other racialized people
- 2SLGBTQ+ people
- Women
- Veterans

2 Funding and Resources

2.1 Support Services Funding – City

The City will provide funding for support services for the approximately 92 supportive housing units to be operated in the building. The City will enter into a Support Services Agreement with the Successful Proponent to provide this funding. The Successful Proponent will be responsible for ensuring the support services obligations are met, including that at minimum the services listed in Appendix 5 are provided to tenants of supportive housing units.

The City provides an average level of funding for support services of approximately \$2,500 per unit per month. Actual funding may vary over time and will be based on the type and level of support services required by tenants. Support services funding will be allocated by the City of Toronto to the Successful Proponent, with funding coming from the Province of Ontario’s Homelessness Prevention Program (“HPP”). Support services funding is subject to annual review, with any such renewals contingent on approval of the annual budget by City Council, as well as receipt of provincial funding through the HPP or any successor program. The City will also work with the Successful Proponent to assess the availability of surplus rental revenue that could supplement or enhance the support services funding, through a review of the operating budget for the building.

As described in section 3.1, upon the commencement of the Licence Agreement, the Successful Proponent will be required to assume a Support Services Agreement currently between the City and Dixon Hall, to ensure continuity of funding and oversight of the delivery of support services. The term of this agreement is to March 31, 2025. The Successful Proponent is responsible for ensuring support services as continue to be provided at 65 Dundas St. E. throughout the term of the Contribution Agreement.

2.2 Housing Benefits

The City of Toronto will make housing benefits available to all eligible tenants in the project being offered through this RFP to ensure that rents are geared to income. 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 available to them. 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.

2.3 Property Tax Exemption

The project will be exempt from property taxes, for municipal and school purposes for the term of the Lease, as applicable. This tax exemption will be subject to final City Council approval.

3 Expectations of the Successful Proponent

3.1 Offer to Lease, Licence Agreement, Lease, Contribution Agreement and Assignment and Assumption of Support Services Agreement

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 and content as set out in the appendices.

Offer to Lease

Proponents should ensure their RFP submission includes a signed copy of the Offer to Lease, provided as Appendix 3-1 to this RFP. The Offer to Lease sets out the terms under which the City and the Successful Proponent agree to enter into the Licence, Lease, and Contribution Agreement for the building.

Licence Agreement

The Successful Proponent selected to operate the 65 Dundas St. E. project will be required to enter into a short-term Licence Agreement with a term of approximately 18-months, substantially in the form of the Licence Agreement attached as Appendix 3-4. The intent of the Licence Agreement is to enable partial occupancy of the completed units in the building as well as use of the completed amenity and administrative spaces, while construction on remaining floors and components of the building systems continues. The Proponent will be responsible for paying a Licence Fee during the term of the Licence Agreement, as outlined in the attachment.

Lease Agreement

Following substantial completion of the renovation project, and subject to City Council approval, the Successful Proponent will be required to enter into a Lease with the City for a term of 50 years less a day substantially in the form of the Lease attached as Appendix 3-2 and responsible for paying nominal rent and all costs associated with the operation, maintenance and repair of the project in accordance with the terms of the Lease. The Successful Proponent is required to consult with the City on the allocation of any surplus rental revenue generated through the property, in accordance with the terms of the Lease and subject to review of the operating budget for the building.

Contribution Agreement

The Successful Proponent will be expected to enter into a Contribution Agreement with the City, substantially in the form of the agreement attached as Appendix 3-3, which sets out the obligations with respect to operating the project, such as rent, and income eligibility levels. The Contribution Agreement will also outline responsibilities regarding capital reserve contributions, the support services provided on site, and City benefits such as property tax exemptions and housing benefits.

Assignment and Assumption of Support Services Agreement

As explained in the introduction, the City has an existing Support Services Agreement with Dixon Hall with a term until March 31, 2025, for the provision of support services at 65 Dundas St. E. As a condition of award, the Successful Proponent will be required to enter into an Assignment and

Assumption of Support Services Agreement with the City to assume this Support Services Agreement between the City and Dixon Hall, to provide ongoing stability to the support service program during the building’s transition. These key terms are found in Appendix 3-5. A summary of the support services provided by Dixon Hall under the agreement is outlined in Appendix 5.

Support Services Agreement

The City will also enter into a Support Services Agreement directly with the Successful Proponent in order to establish the terms and funding for the support services required on site and subject to the terms and conditions of the Assumption of Support Services Agreement, as applicable. The key terms are found in Appendix 3-6.

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 Agreements listed above.

The rent payable by any tenant of the building will be no more than 30% of their income or the shelter allowance of their Ontario Works or Ontario Disability Support Program benefits. The revenue collectible by the housing provider, including through rent from tenants and housing benefits from the City (also known as the Monthly Occupancy Cost for the project), shall not exceed an overall average of 80% of the city-wide Average Market Rent (AMR), with no one unit exceeding 100% AMR. The City will make available housing benefits to the Successful Proponent, as outlined in section 2.3, to cover the gap between rents payable by tenants and the 80% 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.

Unit Type	80% AMR	Maximum Income Limit
Studio unit	\$1,142	\$54,816
One-bedroom unit	\$1,366	\$65,568

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 Successful 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, which requires that the household 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 manages a number of access to housing programs that may support tenant identification at this site. Tenant selection for all units will be completed in accordance with a City-approved Access Plan and through one of these access programs, which may include the Coordinated Access system, the centralized waitlist for social housing or other referral pathways.

The supportive housing units in the building will be accessed through the City's Coordinated Access system. As part of the Coordinated Access System, the Toronto Shelter & Support Services Division (TSSS) 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 PATHS process will be applied to vacant supportive housing units at the site.

PATHS uses standardized assessment tools 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 working with prioritized tenants and, with the tenant's consent, will be provided to the Successful Proponent and Dixon Hall to inform ongoing case management.

The remaining RGI housing units will be completed in Phase Two and will be intended for Toronto residents on low to moderate incomes in severe housing need. These units are not expected to offer support services to tenants at this time. Tenants will access these units through the centralized waitlist for social housing, or through other arrangements with the housing provider and the City, in accordance with the approved Access Plan.

As a condition of the Contribution Agreement, the Successful Proponent is required to collaborate with the City of Toronto in developing an Access Plan (An Access Plan template is provided as Schedule A to the Contribution Agreement) for the tenanting of the property which will include the use of the access pathways described above, and subject to approval by Executive Director, Housing Secretariat.

3.4 Oversight and Coordination with Support Services Provider

As a condition of award, the Successful Proponent will be required to assume a Support Services Agreement with Dixon Hall to ensure support services continue to be provided to residents at the site. Therefore, the Successful Proponent will have oversight of Dixon Hall for the provision of support services and will oversee and coordinate as appropriate and applicable with Dixon Hall using a Housing First approach, as described in section 1.4.

Should the Successful Proponent seek to provide support services to tenants under a different arrangement with another provider, they are required to consult with the City in advance and provide the City with 120 days prior written notice to the City of their intent to identify a new provider. At a minimum, the Successful Proponent shall include the reasons/business case for seeking a new support services provider. The Proponent shall also describe the process and evaluation criteria for selecting a new support services provider, which shall include the City's criteria for selection of a support service provider, for the City's review and all to the City's

satisfaction. The City reserves the right to request further information as appropriate and the Successful Proponent shall cooperate and provide such information to the City. The Successful Proponent must obtain the City's consent prior to selecting the new support services provider, which would not be unreasonably withheld. The City shall provide its consent, or written notice that it does not consent, within thirty (30) days of the request for consent being made in writing by the Proponent.

3.5 Desired Outcomes

This project will be deemed successful when new tenants are housed and receive the 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 the Successful Proponent will work with Dixon Hall to reach these outcomes by:

- ensuring the Successful Proponent meets its obligations under the terms of the Licence Agreement, Lease and the Contribution Agreement throughout the term of the applicable agreements 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.

4 Making a Proposal

Proponents must fully respond to all sections as outlined in this section. To assist in the preparation of proposals, Appendix 4 contains a Submission Checklist of all required submission documents.

4.1 Executive Summary

(a) Letter of Introduction

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

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

(b) Table of Contents

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

(c) Signed Offer to Lease

The Offer to Lease (Appendix 3-1) must be signed by the Proponent and submitted as part of the response to this RFP. The Offer to Lease signed by the Successful Proponent will be countersigned by the City.

4.2 Rental Housing Management and Eviction Prevention Qualifications

Proponents must demonstrate their experience in operating a portfolio of rental housing in a state of good repair, providing or overseeing property management services, and in applying a housing first and eviction prevention approach to rental management. Experience managing occupied buildings during major renovations will be considered an asset, as will experience managing properties in Toronto. If the Proponent has experience in managing supportive housing buildings or working in partnership with a support services provider this will also be considered an asset. The following must be provided:

- (a) A summary 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/supportive

housing properties. Experience managing properties in Toronto, and under agreements with the City, should be highlighted and will be considered an asset.

- (b)** A summary of the Proponent's experience managing rental housing and providing property management services that serve individuals who are exiting or are at-risk of homelessness, with a specific focus on supporting housing stability and preventing evictions. Proponents must describe their existing policies, procedures, or strategies employed to manage rental arrears, prevent evictions, and preserve housing stability for tenants using a Housing First approach. This section may also include reference to coordinating with property management service providers to ensure eviction prevention approaches are taken to managing rental agreements.
- (c)** Information on the Proponent's experience and approach to capital asset management and maintenance, particularly with regard to housing tenants that may be harder on the property. 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. Proponents should demonstrate experience in managing tenanted properties during major repairs and renovations, if available.
- (d)** Proponents should provide a summary (in table form is acceptable) of their current portfolio of social, affordable, and supportive housing including: the property ownership/lease arrangement, number of units, building type and systems, and location. Proponents are encouraged to indicate if major renovations or repairs were undertaken during a fully or partially occupied condition.
- (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. Case study examples from the City of Toronto will be considered an asset. Case studies should include:
- a description of the project, highlighting the location, type of tenants, tenure, building details (location, age of building, specific features, etc.), as well as the funding or oversight relationship with the local municipality, if any;
 - 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;
 - If major renovations or repairs were required at the property and had to be managed during an occupied condition;
 - name of the reference and their relationship to the Proponent; 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.

4.3 Corporate Financial Viability

The Proponent must demonstrate that they are a financially sound and viable organization with the capacity to take on responsibility for the project, 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) Demonstrate organizational experience in the delivery of programs and services funded by government, including in accordance with program requirements and funding guidelines, and using sound financial practices. A proven track record of effectively delivering programs or services funded by the City of Toronto will be considered an asset;
- (e) Proof of financial viability - audited financial statements or annual report for the financial year most recently available, including reserve funds, highlighting key aspects of your organization's financial capacity;
- (f) Copies of the organization's Articles of Incorporation or Letters Patent, the general and borrowing bylaws, as well as a list of the directors; and
- (g) 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.

4.4 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 Licence Agreement and Lease with the City, and that the Successful Proponent can continue to provide quality, affordable, rental housing 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, including taking an eviction prevention approach;
 - a list of key consultants, organizations and individuals known at this time that would be involved in property management, their experience relevant to the project, and an outline of the duties and responsibilities to be assumed in the operation and management of the project; and
 - a list of resumes for the consultants and individuals that would be involved in property management provided in an appendix to the Proposal. Include a signed consent authorizing the disclosure of personal information to the City, or its designated agent, for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.
- (b)** A fulsome description of the organizational, operational, hiring, and other policies, procedures and legal requirements the Proponent would implement to ensure the building is operated in a safe and secure manner for its tenants and the surrounding neighbourhood. Submissions should also highlight how your organization plans to increase its capacity to support this project as additional phases are complete.
- (d)** A plan that describes the Proponent’s approach to managing and supporting tenancies in a building undergoing major renovation and repair. The proponent should reference practices, procedures, and/or organizational policies that ensure safety for tenants and demonstrate an ability to coordinate activities with construction.
- (e)** Two completed one-year Operating Budgets (in the form attached as Appendix 6) with detailed notes on assumptions to arrive at cost figures. One budget will be for the first phase of the project during the term of the Licence Agreement (i.e. for 92 supportive housing units), and the second for the completed building reflecting the operating budget assumptions for the term of the Lease (i.e. for 280 units). The Operating Budgets should take into consideration the following assumptions:
- A capital replacement reserve fund contribution of no less than 5% of the annual gross rental income (including all rental 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 Contribution Agreement and Lease. Please note, support service funding should not be included.
 - 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. Additional detailed instructions for preparing the operating budgets are provided in the templates.

- Surpluses are anticipated for this project upon full occupancy of the building. Proponents are encouraged to demonstrate financial viability of the project, and also indicate how additional rental revenue may be used to supplement or enhance the support services funding for the site. Please see the budget template for more instructions.

- (f) A completed 10-year Operating Budget to show the sustainability of the project over time with anticipated inflationary costs on housing related expenses and revenues only.

4.5 Coordinated Access and Tenanting Qualifications

Demonstrate the Proponent's experience and/or willingness to participate in the City's housing access systems, including Coordinated Access and Choice-Based Housing Offer Process.

- (a) **Please summarize your organization's qualifications (skills and experience) to:**

- Participate in the City of Toronto's Coordinated Access System to Housing System, specifically the Priority Access to Housing and Supports (PATHS) process. Housing 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.
- Participate in the City's Choice-based Housing Offer Process (MyAccessToHousingTO).

4.6 Community Communications and Outreach Plan

Proponents must demonstrate capacity and plans to work with the local community and relevant stakeholders and to work with the Housing Secretariat to ensure the integration of the housing into the community. The project is located in the centre of downtown, adjacent to Sankofa Square (formerly Yonge-Dundas Square), a hub for cultural events and major festivals, near the main commerce, business, and retail hubs of the city, and adjacent to a major and growing downtown university, Toronto Metropolitan University. In 2019 the City of Toronto, working with these and other downtown area stakeholders, developed the Downtown East Action Plan, aimed at addressing complex challenges in the area related to poverty, homelessness, housing, community safety, and mental health and substance use. The building at 65 Dundas St. E. will provide much needed new rent-geared-to-income housing, and homes with supports, that will advance the objectives of the plan and improve stability and well-being for vulnerable residents.

The Successful Proponent will be required to participate in a number of area-based initiatives, led by the City or its agents, and institutional and community organizations, that contribute to the 5-Year Action Plan and support a safe, vibrant public realm. The Successful Proponent should provide details of their experience in supporting community outreach and engagement, and outline a plan to contribute to the objectives of the 5-Year Action Plan and of area stakeholders, including the following:

- (a) A brief outline of the Proponent’s approach to community engagement and outreach, including examples from past projects where the Proponent has successfully maintained positive community relations and contributed to local initiatives and economic and social development. Experience in Toronto, and in the Downtown specifically, will be considered an asset;
- (b) A brief outline of a proposed community communications and outreach plan, including on-going policies and practises during occupancy to maintain good relations with neighbours, and an approach to partnering with local organizations to advance area-based initiative to improve community safety and well-being. This may include 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; and
- (c) An outline of strategies, plans and protocols for addressing specific neighbourhood issues in an effective and timely manner following the opening of the building.

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 this Section 5 and by the Terms and Conditions set out in Appendix 9 as well as the applicable by-laws, policies and procedures established by the City.

Each Proponent shall comply with the Operator Code of Conduct set out in Appendix 8.

5.2 Schedule of Events

Milestone	Date
RFP issued	February 9, 2024
RFP Online Information Meeting	February 23, 2024
Deadline for Questions from Proponents	March 5, 2024
Proposal Submission Deadline	March 19, 2024
Interviews (if applicable)	Week of April 8, 2024
Selection Announcement	Week of April 15, 2024
Licence commencement Date	Spring, 2024

This schedule is subject to change and appropriate written notice of any changes will be provided in accordance with section 3 of the Terms and Conditions set out in Appendix 9.

5.3 Information Session and Training Sessions

A virtual information session will be held February 23, 2024. The specific date, time, and instruction to join will be posted on the City's website at <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>. The information session is not mandatory.

A site visit cannot be arranged as part of the RFP submission process. The City 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 City Contact

All communications and questions regarding this RFP should be sent by email to HousingSecretariatRFP@Toronto.ca before the deadline for questions date above to the attention of the following City Contacts:

Matt Hilder, Manager, Program Policy
Housing Secretariat
and

Sara Korosi, Senior Strategic Policy Consultant
Housing Secretariat

In accordance with sections 2 and 4 of the Terms and Conditions set out in Appendix 9, Only communications received by the City Contacts in this manner will be considered in the RFP process.

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 revisions will be by Addendum in accordance with section 3 of the Terms and Conditions set out in Appendix 9.

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 based on the criteria set out below. A successful proposal must score a minimum of 70% of the points in each category and in total (the “Minimum Score”). Proposals achieving the Minimum Score will then be ranked based on their total score.

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

EVALUATION CRITERIA	Points Available	Minimum Score
Mandatory Form	Pass/Fail	Pass
Introduction	Not Scored	n/a
Affordable Rental Housing Management and Eviction Prevention Qualifications	30	21
Corporate Financial Viability	10	7.5
Operating and Management Plan (including annual and operating budget)	30	21
Coordinated Access and Tenanting Qualifications	15	10.5
Community Communications and Outreach Plan	15	10.5
TOTAL	100	70

5.7 Proposal Evaluation and Selection Process

- a. The Selection Committee will be comprised of members from the City's Housing Secretariat, Toronto Shelter and Supports Services Divisions and other relevant City staff as determined by the Executive Director, Housing Secretariat. The Selection Committee may at its sole discretion retain additional committee members or advisors
- b. The Selection Committee will evaluate Proposals based on the information provided by the Proponents in their submissions and will score Proposals using the above Evaluation Criteria.
- c. Proposals which meet the minimum scoring requirements to pass will then be ranked based on their total score.
- d. The Selection Committee reserves the right to require any or all Proponents to attend an interview with the Selection Committee. The interview will be used to clarify information in Proposals only. No new information is permitted. The interview will be used to confirm or revise the Proponent's score before the Selection Committee makes a final decision.
- e. The highest scoring proposal will be considered the winning proposal.
- f. Interviews may be conducted in person, by video conference or by phone.

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

- g. The Selection Committee may also ask Proponents for clarification in writing. A request for clarification is only intended to remove contradictions or ambiguities in a Proposal to permit a fair evaluation. No new information is allowed. The Selection Committee may request this further information from one or more Proponents and not from others. Any information provided in writing by a Proponent in response to a request for clarification will form part of their formal Proposal.
- h. In the event of a tie among top scoring proposals, the proponents of the tying proposals will be invited to a second stage of evaluation consisting of an evaluated interview with the Selection Committee. The proponent with the highest scoring evaluated interview will be considered the successful proponent and their proposal the winning proposal. The second stage evaluation will be assessed based on the evaluation below:

SECOND STAGE EVALUATION CRITERIA	Points Available
Capital asset management and property maintenance plan	10
Building operating budget and plan	10
Coordination of property management and tenant support services	10
Understanding of Downtown East context and local community and economic development	10
TOTAL	40

- i. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

Appendices

Appendix 1 - Site Specific Information

65 Dundas St. E.

The property at 65 Dundas St. E. was acquired by the City of Toronto in September, 2022. Originally built as a hotel, the building was leased by the City beginning in 2020 to provide temporary emergency shelter services. The acquisition of the property and conversion from a hotel to residential apartment dwellings to provide permanent rent-gear-to-income and supportive homes is being undertaken with funding from the Rapid Housing Initiative, a federal government program administered by the Canada Mortgage and Housing Corporation (CMHC). The renovations are being undertaken gradually in two phases with completion expected in 2025.

Phase one of construction is expected to complete in Spring 2024, enabling occupancy of approximately 92 units. Subject to City Council approval, the Successful Proponent for this site will enter into a short-term licence agreement (Appendix 3-2) for a period of approximately 18 months to enable partial occupancy of this portion of the building as supportive housing. Following completion of Phase 2 construction, the Proponent will enter into a long-term Lease (Appendix 3-3) of approximately 50 years less a day with the City of Toronto to operate the entire building as rent-gear-to-income housing. A summary of the proposed housing program is provided in the table below.

Table 2: Summary of proposed housing program at 65 Dundas St. E.

	Units	Rental Level	Support Services Provided	Accessing units	Tenant group	Estimated Completion
Supportive housing	92	Rent-gear-to-income	Yes – see Appendix 5 for mandatory support services.	Coordinated access	People experiencing homelessness	Q2 2024
Rental housing	188	Rent-gear-to-income	No*	Centralized waitlist for social housing, or other referral pathways	People receiving social assistance or earning low to moderate incomes, and in severe housing need	Q3 2025

*May be subject to change in future, in consultation with the Successful Proponent

Description of Property

The property contains a 19-storey building, formerly occupied by the Bond Place Hotel. The property contains no on-site parking, loading, landscaped areas, or formal ground-related outdoor amenity space is provided. All renovations to convert the property into affordable housing are being undertaken in the interior of the building.

Once complete, the building will contain 280 rental apartments, of which 15 will be 1 bedroom units, and the remainder studio units. The rental apartments are available from floors 2 to 18. All 15 of the 1-bedroom units will be accessible, and a further 30 studio units will also be accessible (washrooms with roll-in shower, vanity, toilet area, grab bars, and barrier free path of travel to, from, and throughout the suite).

The building will also provide a range of administrative, amenity, and building operations spaces, as summarized below

- Indoor amenity spaces for exclusive use of residents of the building including large, medium, and small meeting/event rooms, open and closed lounges, dining area, and several smaller tenant support spaces located on B1 and L2
- Outdoor amenity area available on penthouse level (19)
- Building administration and staff space including reception and check-in area, security room, staff lunch room, change rooms, washrooms, and storage spaces
- Tenant laundry room
- Kitchen facilities including commercial kitchen equipment on the ground level, and walk in cooler, food prep, and food storage on B2; and
- 58 new long-term bicycle parking spaces for residents, on B2;

Conversion Schedule and Considerations

The conversion of the property into affordable rental housing will occur gradually over two phases. As a result of this approach, the building will for a period of time be occupied by tenants and undergoing construction.

Phase one of construction involves the conversion of building operation and amenity spaces on levels B2, B1, and ground, as well as renovations to housing units on floor 2 to floor 7. This phase of construction is expected to be completed in the second quarter of 2024, at which point occupancy permits will be secured and the residential units on those floors becoming available for tenanting. It is the City's intent to license this portion of the building to the Successful Proponent.

Phase two comprises residential suites on floor 8 to floor 19, as well as building operation and amenity spaces on B2, and is expected to complete in the third quarter 2025. Upon completion it is the City's intent to enter into a long-term ground lease for the entire property.

Table 3: Construction Phases

Phase	Construction Time Period	Number of Housing Units once complete
Phase 1 – B1 to L7	Q4 2022 to Q2, 2024	92 units
Phase 2 – B2 and L9 to L19	Q2 2024 to Q3, 2025	188 units

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.

More general information about this development can be found at the [project webpage](#).

Architectural Plans

Proponents are encouraged to review architectural plans for the building, available for download here: [Architectural Plans](#)

Appendix 2 - Terminology and Definitions

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

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

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

"Average Market Rents" or "Average Rents" or "AMR" means average monthly City-wide rents by bedroom type as determined in the survey published by CMHC for the prior calendar year; if CMHC does not publish a survey of City-wide rents, then "average market rents" for the calendar year shall be City-wide average rents as determined by the City.

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

"City" means the City of Toronto.

"CMHC" means Canada Mortgage and Housing Corporation.

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

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

"Council" means Toronto City Council.

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

"Licence Agreement" means the licence to be entered into between the City and the Successful Proponent, for the part of the site at 65 Dundas St. E., substantially in the form of the Licence Agreement attached to the RFP

"Lease" means the Lease to be entered into between the City and the Successful Proponent, for the site at 65 Dundas St. E., substantially in the form of the Lease attached to the RFP.

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

“Monthly Occupancy Costs” means the total of the monthly rent payable to the Proponent for a Unit including the cost of hydro, heat, water and hot water 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.

“Rent-Geared-to-Income (RGI)”, or subsidized housing, is provided by the City to make rent affordable for households. In most cases, RGI rent is 30 per cent of a household's monthly Adjusted Family Net Income (AFNI).

“Support Services Agreement” means the support services agreement dated August 1, 2023 between the City and Dixon Hall Neighbourhood Services for the provision of support services at the site.

"Supportive Housing" means affordable or rent-geared-to-income housing with additional wrap-around 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.

Appendix 3 - Legal Agreements for 65 Dundas St. E.

The forms of Legal Agreements attached as follows under this Appendix 3 include:

- 3-1 – Offer to Lease
- 3-2 – Lease
- 3-3 – Contribution Agreement
- 3-4 – Licence Agreement
- 3-5 – Assignment and Assumption Agreement
- 3-6 – Support Services Agreement

An Offer to Lease (3-1), 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:

- i. A Lease Agreement (3-2), substantially on the terms and conditions set out in Schedule A to the Offer to Lease for 65 Dundas St. E.;
- ii. A Contribution Agreement (3-3) substantially in the form of the agreement attached as Schedule B to Offer to Lease for 65 Dundas St. E.; and
- iii. A Licence Agreement (3-4), substantially on the terms and conditions set out in Schedule C to the Offer to Lease

An Assignment and Assumption of Support Services Agreement (3-5), substantially in the form of agreement attached; and

A Support Services Agreement (3-6), substantially in the form of agreement attached.

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

The Contribution Agreement sets out the reporting requirements, and prescribes rent levels and household income limitations and generally all obligations of the Proponent. The Contribution Agreement will be entered into at the time of signing the Lease. An Access Plan template is provided as Schedule A to the Contribution Agreement.

The Assignment and Assumption of Support Services Agreement will be entered into between the Successful Proponent, the City and Dixon Hall Neighbourhood Services in respect of the support services provided by Dixon Hall at the site. The Successful Proponent will assume all obligations of the City under the Support Services Agreement.

The Support Services Agreement will be entered into between the Successful Proponent and the City in respect of the terms and funding for the support services provided on site by a third-party support services provider, subject to the terms and conditions of the Assumption of Support Services Agreement.

Acquiring the leasehold interest in the buildings

Phase one of construction at the building at 65 Dundas St. E. is expected to complete and ready for turn-over in Spring 2024. Prior to turn-over, the Successful Proponent will be expected to sign the Contribution Agreement and enter into the Licence Agreement with the City and take partial possession. On taking partial possession, the Successful Proponent must ensure that it has the necessary complement of operating staff hired, trained and ready to start.

Prior to partial 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 4 - 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
- Coordinated Access and Tenanting Qualifications
- Resident and Community Communications and Outreach Plan
- Mandatory Submission Form (Appendix 8)
- Completed Operating Budgets (Appendix 6) – including Phase 1, Phase 2, and 10-year

Appendix 5 – Support Services

The support services to be provided to residents of supportive housing will include, but not be limited to the support services listed below.

The support services will be provided by a core team of experienced and qualified support services staff managed by a support services provider. In addition to 24/7 on-site management / supervisors, key staff positions in the support services program will include:

- Intensive case managers
- Community housing support workers
- Harm reduction workers
- Food access workers
- Personal support worker
- Hoarding and pest control worker
- Mediation specialist
- Peer workers

HOUSING STABILITY SUPPORTS

- 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.
- Housing Stabilization Supports include follow-up or post-placement supports for clients or households that are at risk of homelessness living in transitional or permanent housing units.

EVICTION PREVENTION SUPPORTS

- Activities aimed at preventing homelessness by supporting tenants to maintain their tenancies and intervening before a crisis occurs. Eligible activities (through direct delivery or referral) include:
 - Landlord liaison and mediation activities;
 - Advice on budgeting, and developing rent repayment plans;
 - Legal advice, advocacy and legal representation in order to avert eviction; and
 - Hoarding prevention supports and support with unit damage repair.

ECONOMIC INTEGRATION SUPPORTS

- Support connecting clients to income assistance and benefits (for example Ontario Works or Ontario Disability Support Program social assistance, disability benefits, veterans allowance, old age security, or employment insurance);
- Employment assistance including pre- and post-employment services (for example job search assistance, interview preparation) that bridge individuals to the labour market and assist them to maintain employment and build self-sufficiency; and
- Education and training assistance, such as services to support essential skills development, to connect individuals to education and training programs, and to support the successful participation in these programs (for example bus passes, clothing or equipment).

SOCIAL AND COMMUNITY INTEGRATION SUPPORTS

- Supports to improve social integration, for example, costs of participation or provision of cultural/art/recreational/sports activities.
- Culturally-specific supports, delivered in partnership with partner agencies, for example:
 - for Indigenous tenants, Indigenous Elder consultation, gathering and preparation of traditional foods and medicines, and navigation of services that help establish and maintain a culturally relevant support network (e.g. Indigenous language and culture classes).

CLINICAL AND TREATMENT SUPPORTS

Supports that seek to improve the physical and mental health and well-being of individuals and families who are exiting homelessness. Eligible activities include:

- Brokering and navigating access to clinical, health and treatment services (includes mental health and addictions support) through case management, including through an Intensive Case Management team.
- Partnership development, liaison and integration to bring together services to support the needs of individuals or families or to establish case management teams where none exists.
- Delivery of harm reduction activities that seek to reduce risk and connect individuals with key health and social services. These activities may include, for instance, storage, distribution and provision of materials and/or supplies, prevention interventions, managed alcohol programs, connecting individuals to external harm reduction services.
- Supports to access traditional or culturally sensitive healing services (for example, for Indigenous tenants access to healing circles, sweat lodges ceremonies, access to traditional medicines) that are not offered through provincial programming.

BASIC NEEDS SUPPORTS

Provision of basic needs services that support housing stability, social/economic integration, and well-being, such as:

- Life skills development (for example budgeting, cooking, etc.) and support with personal identification.
- Longer-term food programs that are part of another eligible activity (for example, activities that assist with community reintegration)
- Provision of personal essentials including groceries, personal hygiene and supplies, clothing, footwear and blankets.
- Storage for belongings (up to 3 months)
- 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

Appendix 6 - Operating Budget Templates

Attached as Excel Spreadsheet

Appendix 7 - Mandatory Submission Form

Attached as fillable PDF

Appendix 8 - Operators Code of Conduct

In this Appendix, “Operator” means any person submitting a Proposal in response to this RFP.

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.
- F. The Operator or any members of its team are not acting at arms' length from one another (this includes but is not limited to, family members, spouses, related corporations and corporate subsidiaries); or
- G. Any City employee, Council member or member of a City agency, board or commission or employee thereof has a financial interest in the Operator.

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 9 - 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 Mandatory 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 before they have been examined or evaluated, 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 arising from the RFP 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).

