

**Request for Proposals for a Non-profit Housing Provider to
Sublease and Operate Affordable Rental Housing with Support
Services: 175 Cummer Avenue**



Rendering of building at 175 Cummer Ave by Montgomery Sisam Architects

Date Issued: July 4, 2024

NOTICE TO POTENTIAL PROPONENTS

REQUEST FOR PROPOSALS

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

Please review the attached document and submit your proposal to the email address below by the closing deadline of **5:00 pm (Toronto time) on Friday, August 23, 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: Wednesday, July 17, 2024

More information will be posted at www.toronto.ca/affordablehousing

DEADLINE FOR QUESTIONS (in writing only): Friday, August 9, 2024

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

ADDENDA: Posted no later than Friday, August 16, 2024, at 5:00 pm

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/>

CLOSING DEADLINE: Friday, August 23, 2024 at 5:00pm

Submit proposals to HousingSecretariatRFP@toronto.ca

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1. Introduction

1.1 Purpose of RFP

The purpose of this RFP is to select a qualified non-profit or co-operative housing and support services provider with proven expertise to Sublease and operate new rent-geared-to-income (RGI) and supportive housing to be developed at **175 Cummer Avenue**. Further site-specific information is included in *Appendix 1 – Site Specific Information*.

The City is directly leading the development of this site and is seeking a non-profit housing and support services provider that will be responsible for operating the rent-geared-to-income and supportive housing and entering into a sublease agreement for the building with the City.

It is the City's intention to enter into a Contribution Agreement and Sublease for the property with the Successful Proponent, subject to the City entering into a Head Lease with Toronto Community Housing Corporation for the property, the property being declared surplus by the City, and City Council's approval to enter into the Sublease.

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

- support services for individuals formerly experiencing homelessness that help improve long-term housing stability, support independent living, and prevent a return to homelessness;
- support services that help tenants improve their physical and mental health and well-being, including supports to daily living and access to primary care and clinical mental health treatment as needed; and
- support services that help connect tenants to social, economic, educational and employment opportunities and support community integration
- ability to build effective working relationships with neighbouring housing and care providers

The project at 175 Cummer Ave. is located adjacent to a Toronto Seniors Housing Corporation (TSHC) property, Willowdale Manor, providing rent-geared-to-income housing and services for vulnerable seniors, as well as a City-operated long-term care home, Cummer Lodge. The Willowdale neighbourhood is also home to a number of community-based organizations delivering health and social services for diverse residents. The City is seeking a non-profit operator with the experience and ability to establish connections and service partnerships with TSHC at Willowdale Manor, the long-term care home at Cummer Lodge, and other community-based organizations, and to support an intended tenant group by leveraging these potential partnerships, e.g. older adults and seniors.

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 175 Cummer Avenue.

Section 2 describes the funding and resources the City is offering through this RFP to the Successful Proponent(s) 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 4 to this RFP:

- Offer to Sublease
- Sublease Template
- Contribution 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.

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

According to City of Toronto data, at the end of May 2024, the number of individuals experiencing active homelessness was 10,795, with over 61% (6,687 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 2019, the City adopted the [HousingTO 2020-2030 Action Plan](#) ("HousingTO Plan") which now sets a target of approving 65,000 new affordable rental homes, including 18,000 new supportive housing units by 2030. It is also anticipated that a minimum of 1,000 of the new supportive homes will be modular construction.

In 2023, City Council adopted a report entitled "[Generational Transformation of Toronto's Housing System to Urgently Build More Affordable Homes](#)", which expanded the City's targets under the HousingTO Action Plan.

1.3 Who Should Apply to the RFP?

As noted earlier, the City is seeking a non-profit housing provider with strong property management expertise and a financial track record of operating social, affordable, or supportive rental housing, for people experiencing or at risk of homelessness. The City also welcomes proposals from multiple organizations in partnership for the purpose of responding to this RFP, where one organization is identified as the lead and responsible for executing all agreements with the City.

The City's preference is for an operator with experience operating supportive housing, and additional points will be awarded in this instance. Experience operating housing in Toronto, and providing programs and services funded by the City, will also be considered assets and awarded additional points.

Organizations must demonstrate the ability to manage the building in a manner that creates stable, well-maintained homes for people exiting homelessness.

Proponents should also demonstrate their experience and ability to deliver the support services set out in *3.4 Providing Support Services* either directly, or in partnership with an experienced support provider.

Proponents are encouraged to work with one or more support services agencies who have experience delivering services based on a Housing First, strengths-based, trauma-informed, and harm reduction approach. Proponents and/or their support service provider partners must have experience in providing supports for the intended tenant group(s) (described in *Section 1.4 Intended Tenant Group*). The City welcomes details from proponents in their support services plans (described in *Section 4.6 Support Services Plan*) that describe how support services will be tailored towards target tenant groups, and if specific intended tenant groups will be of focus.

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

1.4 Intended Tenant Group

The City's Modular Housing Initiative is designed to provide new RGI and supportive homes rapidly for people experiencing or at risk of homelessness in Toronto, particularly individuals experiencing chronic homelessness, with the goal of creating a balanced community of tenants and level of support needs within each building, and to have a positive equity impact for overrepresented population groups at a system level.

Please note, chronic homelessness refers to people who:

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

When identifying intended tenant groups, proponents are encouraged to consider the proximity of population-based services available in the community which may be able to create opportunities for service partnerships, such as for older adults and seniors. Proponents should identify specific equity-deserving populations, particularly those that are over-represented among the city's homeless population and whose needs would be best met by the support services proposed onsite and in the local community. Equity-deserving populations may include persons who identify as one or more of the following:

- Indigenous People who are First Nations, Inuit, or Metis
- Seniors (including older adults)
- 2SLGBTQ+ individuals
- Black people
- Other racialized people
- People with disabilities
- People with mental health and/or substance use
- Newcomers
- Women
- Youth (aged 16-24 years)
- Veterans

Tenants must be identified using the City's Priority Access to Housing and Supports (PATHS) direct-matching process, which is a prioritization-driven approach to identifying people experiencing homelessness using a common assessment tool to ensure their support needs will be met. See Section 3.3 *Identifying Tenants* for more details.

2. Funding and Resources

2.1 Support Services Funding

The City will enter into a Support Services Agreement with the Selected Proponent to provide funding for the support services to be delivered to residential tenants. The support services funding (“Support Services Funding”) is for the establishment and delivery of ongoing support services and may include funding for one-time start up costs. The City intends to provide the support services funding to the Selected Proponent 2 months prior to the completion of construction and execution of the Contribution Agreement and Sublease to ensure the Selected Proponent can establish the support services program, including recruitment and training of staff, and undertake activities required to prepare the building for occupancy.

The Selected Proponent may be eligible to receive one-time start-up funding from the City of up to \$2,000 per unit. The one – time start-up funding is intended to support the initial set up of the building, including purchasing additional furnishings and equipment not provided as part of the modular building at handover (e.g., common area furniture). The one-time start-up funding would be contingent on the City and Proponent entering into a Support Services Agreement, including the submission and approval of associated documents (including an up to-date support services budget). Eligible expenses for the one-time start up funding are included in *Appendix 3 C Start- Up Funding Eligible Expenses***Error! Reference source not found.**

The average level of funding for the establishment and ongoing delivery of support services estimated for this site is \$2,500 per unit per month (\$30,000 per year) with funding coming from the Province of Ontario’s Homelessness Prevention Program (“HPP”). Actual funding may vary from this amount and will be based on the type and level of support services proposed, to ensure funding is appropriate to the level of supports provided. If the proponent’s proposed program requires a higher level of support funding than the amounts assumed here, this extra funding request and rationale should be included in the proposal (see *Section 4.6 Support Services Plan*).

Ongoing support services funding will be subject to annual review and is 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 any surplus rental revenue that could supplement or enhance the support services funding, through an annual review of the operating budget for the building.

The amounts outlined below represent the approximate start up funding and a full 12 months of annual support funding that may be available. For the purpose of preparing the 10-year operating budget submission, proponents can assume the full annual amount below is available for the duration of the Sublease.

Funding	175 Cummer Ave. (59 units)
One-time start-up funding	\$118,000
Estimated annual baseline support services funding for duration of Sublease	\$1,770,000

The City welcomes proposals from organizations with access to additional health care support services for tenants of the site, including in-kind supports or funding from ministries such as the Ontario Ministry of Health and Long-Term Care or Ontario Ministry of Children, Community and Social Services. Organizations with existing health-sector relationships, or those established for the purpose of responding to this RFP, are encouraged. Proponents are encouraged to provide details on additional sources of funding for support services for tenants at the site, if available, and will be awarded additional points where such additional funding is available.

The City is committed to working with the successful Proponent and other orders of government to ensure sufficient support services funding is available for this project on an ongoing basis. Should support services funding no longer be available, the City will provide notice to the proponent. In the event of a reduction of support funding, upon consultation with and upon prior approval from the City, the proponent may modify the types of supports provided in the building, subject to terms and conditions set out in the Sublease and the Contribution Agreement.

2.2 Housing Benefits

The City of Toronto will provide Housing Benefits for the project being offered through this RFP, subject to the terms of the Contribution Agreement attached with this RFP. The Successful Proponent will receive the difference between 80% of the city-wide Average Market Rent (AMR) for any one unit and the geared-to-income rent charged to the tenant. The amount payable by tenants shall not exceed 60% of city-wide AMR for any one housing benefit unit, 30% of their household income, or the shelter allowance of their Ontario Works or Ontario Disability Support Program benefits, whichever is lower.

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

2.3 Property Tax Exemption

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

3. Expectations of the Successful Proponent

3.1 Sublease and Contribution Agreement

Subject to City Council approval and the properties being declared surplus by the City, the Successful Proponent selected to operate 175 Cummer Avenue will be required to enter into a Sublease with the City for a term of approximately 49 years (subject to the commencement date of the City's Head Lease with TCHC), substantially in the form of the Sublease attached hereto (subject to any final changes that are made to the Head Lease prior to execution of the Head Lease) and paying all costs associated with the operation, maintenance and repair of the project in accordance with the Sublease. The Successful Proponent will also be required to comply with the terms of the City's Head Lease with Toronto Community Housing Corporation.

In addition, the Successful Proponent will be required to enter into a Contribution Agreement with the City, substantially in the form of the agreement attached to this RFP, which will set out the obligations with respect to operating the project, such as rent, income eligibility levels, and supports for tenants. The Successful Proponent(s) will be required to consult with the City on the allocation of any surplus rental revenue generated through the property, subject to an annual review of the operating budget for the building.

Sublease Payments

The Successful Proponent will be responsible for monthly payments of Basic Rent for the term of the Sublease as outlined below. The Basic Rent payments are supportable by projected operating revenues.

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

Proponents should carefully review all legal agreements attached before making a proposal in response to this RFP. By submitting a proposal, Proponents will be deemed to have agreed to the terms of all agreements, substantially in the form of the documents attached. Proponents should ensure their RFP submission includes a signed copy of the Offer to Sublease, provided as an attachment to this RFP.

3.2 Operation of the Building and Administering Rents

The Successful Proponent will be responsible for operating the building in accordance with the terms of the Sublease and Contribution Agreement and should have demonstrated experience managing an affordable or supportive rental project of similar size.

The Monthly Occupancy Cost for the project ("rent") must not exceed an overall average of 80% of the city-wide Average Market Rent (AMR), with no one unit exceeding 100% AMR. The City requires that Monthly Occupancy Costs include hydro, heat, water, and hot water. Should tenants

be required to pay their own utilities, a utility allowance must be provided to the tenant. The following Average Market Rents for 2024 and utility allowances are to be used in preparing a proposal.

	80% AMR	Maximum Income Limit
Studio Unit	\$1,142	\$54,816

	Hydro	Heat	Water	Hot Water
Studio Unit	\$44	\$37	\$12	\$26

Tenants will pay no more than 60% of city-wide AMR for any one housing benefit unit, 30% of their household income, or the shelter allowance of their Ontario Works or Ontario Disability Support Program benefits, whichever is lower, on rent.

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

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

3.3 Identifying Tenants

The City's Toronto Shelter & Support Services Division (TSSS) operates a Priority Access to Housing and Supports (PATHS) process which uses a system-wide, prioritization-driven approach to identifying and connecting tenants to vacant units with supports. The process contributes to the adoption of a Coordinated Access System designed to reduce chronic homelessness and homelessness overall. Tenants for the units in this project will be identified using this process.

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

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

- People who meet more than one of the population criteria listed above in *Section 1.4 Intended Tenant Group*;
- People with complex health needs and/or disabilities whose needs are best met by the support services available on site as well as services available in the community.

- Any accessibility provisions of an individual unit.

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

As per the terms of the Offer to Sublease and the Contribution Agreement, the Successful Proponent will be required to prepare a draft Access Plan prior to occupancy. The City will work with the Successful Proponent to finalize an Access Plan for approval by the Executive Director, Housing Secretariat. The Successful Proponent will also be required to meet the City's required timeline for first occupancy as outlined in the Contribution Agreement.

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

3.4 Providing Support Services

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

The project at 175 Cummer Ave. is located adjacent to a Toronto Seniors Housing Corporation (TSHC) property, Willowdale Manor, providing rent-geared-to-income housing and services for vulnerable seniors, as well as a City-operated long-term care home, Cummer Lodge. The Willowdale neighbourhood is also home to a number of community-based organizations delivering health and social services for diverse residents. Proponents are encouraged to supplement the funding for supports that may be available through this RFP with existing or other funding opportunities which can support the specific support needs of tenants and the City is seeking a non-profit operator with the experience and ability to establish connections and service partnerships with TSHC at Willowdale Manor, the long-term care home at Cummer Lodge, and other community-based organizations, and to support an intended tenant group by leveraging these potential partnerships, e.g. older adults and seniors. It is expected that any Indigenous tenants are provided an opportunity to engage with culturally specific supports, delivered by and for Indigenous support providers.

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

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

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

The support services to be made available by the Successful Proponent must include, but not be limited to the supportive services outlined in *Appendix 3 – Support Services Details*, in particular housing stability, eviction prevention, economic integration, social and community integration, basic needs and clinical and treatment supports.

Proponents should note, when preparing a support services budget, that the building includes a commercial kitchen, pantry and communal dining room on-site (see *Appendix 1 – Site Specific Information*). These features can be used to support meal programs, community integration and social inclusion activities and/or other food security supports. Appendix 1 – Site Specific Information. Daily meals, communal meals and/or meal planning, and preparation skills classes could be included as part of the basic needs and/or social and community integration support services.

Staffing for Support Services

The intensity of support services will vary depending on the specific needs of tenants. Therefore, the Successful Proponent must ensure a sufficient staff to client ratio in order to meet case management needs. At a minimum, the Successful Proponent must ensure there are on-site support staff available 24 hours a day, 7 days a week.

Eligible staffing positions include:

- Case managers;
- Personal support workers;
- Peer support workers;
- Residential support workers;
- Housing support workers;

- Hoarding specialists;
- Community health and wellness workers;
- Vocational/social activity instructors;
- Community Liaison specialists;
- Cooks and other food handling positions;
- Other staffing positions will be considered as proposed.

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

Support services must be responsive to the individualized needs of tenants, which may vary over time.

Support Services for Indigenous Peoples

The City of Toronto recognizes that Indigenous Peoples have the right to be actively involved in developing and determining housing and other economic and social support programs affecting them. As such, it is strongly recommended that Indigenous support services that facilitate culturally competent programming are delivered by Indigenous-led agencies. Partnerships with Indigenous owned and operated providers are encouraged. For Indigenous individuals, funding could support culturally appropriate services and connection with community (for example, local and/or home community, including First Nation band, Métis settlement, etc.).

3.5 Desired Outcomes

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

- ensuring the Successful Proponent meets its obligations under the terms of the Sublease and the Contribution Agreement throughout the Term by providing written reports and other matters in an acceptable form as outlined in the attachments and Schedules,
- ensuring the Successful Proponent completes reporting requirements outlined under separate agreements, including the Support Services Agreement, including setting targets and Key Performance Indicators, and reporting on actuals related to support services for tenants, 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, see *Appendix 5 – Submission Checklist* for a 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 Guide](#).

(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 Sublease

The Offer to Sublease must be signed by the Proponent. If an acknowledgment of the Proponent's acceptance of the terms of the sublease and contribution agreement attached to this RFP is included in the proposal, there is no need to include the sublease and contribution as attachments to the signed Offer to Sublease. The Offer to Sublease signed by the Successful Proponent will be countersigned by the City.

4.2 Affordable Rental Housing Management and Eviction Prevention Experience and Qualifications

The Successful Proponent must demonstrate their experience in operating good quality affordable, social, or supportive housing, providing property management services, and maintaining a portfolio of rental housing in a state of good repair. Experience managing supportive housing, managing rental properties in Toronto, and delivering services funded by the City, will all be considered assets and awarded additional points. Proponents must also demonstrate their experience in applying a housing first and eviction prevention approach to rental management. The following must be provided:

- (a)** An outline that demonstrates the Proponent has the ability to effectively manage the project over the term, by summarizing the Proponent's experience in property management and maintenance of affordable/social supportive housing properties. Experience managing properties in Toronto, and under agreements with the City, should be highlighted and will be considered an asset. Proponents should provide a summary (in table form is acceptable) of their current portfolio of social, affordable, and transitional housing including: the property ownership/Sublease arrangement, number of units, building type and systems, and location.
- (b)** 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 approach to capital asset management and maintenance. The proponent should demonstrate successful management of capital assets through the use of tools such as replacement reserve funds, capital replacement reserve studies and/or building condition assessments.
- (d)** Provide case study examples and references for at least two (2) and no more than four (4) housing projects managed over the past five years by the Proponent. Case study examples from the City of Toronto will be considered an asset. Case Studies should include:
 - a description of the project, highlighting the number of units, location, type of tenants, tenure, age of building, specific features, etc. and;
 - the services provided to the reference and for what period. Note any specific difficulties encountered in the management of the project, if applicable, and outline how they were overcome.
 - name of the reference and their relationship to the Proponent or partner;
 - a contact name and title, postal address, telephone number, e-mail and website, if any;

4.3 Corporate Financial Viability

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

- (a)** A brief summary of the organization's financial capacity and experience in sound financial management, including an outline of the processes, tools, or methods used by your organization to ensure property budget goals are met over time. Proponents may describe and provide evidence of their ability to access financing 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.
- (c) 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.
- (d) Copies of the organization’s Articles of Incorporation or Letters Patent, the general and borrowing bylaws, as well as a list of the directors.
- (e) 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 Sublease with the City, and that the Successful Proponent can continue to provide quality, affordable, rental housing with supports throughout the term, by providing the following:

- (a) A rental management plan explaining the roles and relationships of all parties and staff involved in the management and operation of the building, including:
 - what organization will be responsible for property management;
 - how safety and security will be managed;
 - how site supervision will be implemented;
 - how tenant relations will be managed with details provided on how a Housing First and eviction prevention approach will be taken;
 - A list of key consultants, organizations and individuals known at this time that would be involved in property management and in providing support services, their experience and expertise in relation to similar projects and an outline of the duties and responsibilities to be assumed in the operation and management of the proposed project and the provision of support services.
 - A list of resumes for the consultants and individuals that would be involved in property management and the provision of support services provided in an appendix to the Proposal. Include a signed consent authorizing the disclosure of personal information to the City, or its designated agent, for

each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.

- (b) A fulsome description of the organizational, operational, hiring, and other policies, procedures and legal requirements the Proponent would implement to ensure the building is operated in a safe and secure manner for its tenants and the surrounding neighbourhood.
- (c) A description of the intended use of the amenity spaces (such as the commercial kitchen, and amenity area).
- (d) A phased initial occupancy plan. Proponents should describe their approach to completely tenanting the building in the first 30 to 90 days after handover, including how tenants will be supported through move-in to ensure successful integration in the building. This plan should describe the anticipated path/timeline to reaching full occupancy.
- (e) A completed annual Operating Budget (in the form attached as *Appendix 6 – Operating Budget Template*). The budget must include detailed notes in the explanatory notes tab on assumptions to arrive at cost figures. Include figures for the entire development, if any. The Operating Budget should take into consideration the following assumptions:
 - A capital replacement reserve fund contribution of no less than 5% of the annual gross rental income (including parking and laundry) from the project, including any rent supplement income and other affordability payments from the province or the City of Toronto, in accordance with the terms of the Sub- Lease.
 - The City reserves the right to review the amount of the reserve fund contribution with each building condition assessment (BCA) conducted and to require the Successful Proponent to increase the amount of the contribution where the City has determined in its sole discretion that the amount of the contribution is not sufficient to establish at the end of each Sublease year the annual amount required in the most recent BCA. A BCA will be updated every 5 years, unless requested sooner by the Executive Director, Housing Secretariat.
 - Proponents are encouraged to demonstrate financial viability of the project by way of demonstrating ability to achieve a modest surplus that can be utilized as a contingency.
- (f) A completed 10-year Operating Budget based on the annual Operating Budget to show the sustainability of the project over time with anticipated inflationary costs.
 - Proponents should anticipate and budget an allowance for repair or replacement of damaged furniture upon unit turnover. Furnishings will initially be provided by the City (see Appendix 1 – Site Specific Information) but

the City will not assume responsibility for any repair or replacement upon unit turnover or at any time during the term of the Sublease.

4.5 Support Services Experience and Qualifications

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

- (a) Please summarize the qualifications (skills and experience) of your organization, including those of any support services agency(ies) your organization proposes to work with, in delivering culturally-responsive, trauma-informed support services that serve individuals who are experiencing homelessness or are at-risk of homelessness, particularly those experiencing chronic homelessness, with specific attention and reference to each of the support services components outlined in *Appendix 3A) Support Services Components*. Proponents are encouraged to demonstrate their experience in these areas by way of submitting (1) one or more case study examples.
 - Proponents are encouraged to demonstrate their experience establishing service partnerships and connections with other community-based services near supportive housing programs under their management. Additional points will be awarded for experience in this area.
- (b) Please summarize your organization's qualifications (skills and experience) in support services administration with specific attention to the following areas:
 - Adhering to City requirements, as required, including program oversight, contract compliance, financial and results reporting requirements, changes in target population groups, and case load management standards;
 - Providing services in French either directly or through access to third-party interpretation services;
 - Implementing standardized tools to enhance client assessments and improved support service provision;
 - Adopting any case management or reporting software that the City may require;
 - Participating in any other reporting and/or evaluation as required by the City.
- (c) Please summarize your organization's qualifications (skills and experience) to participate in the City of Toronto's Coordinated Access System (additional information is provided below):
 - The Successful Proponent is obligated to accept referrals for housing placement and support services from the City's Coordinated Access to Housing System, specifically the Priority Access to Housing and Supports (PATHS) process.

Coordinated Access is a homelessness management approach with the primary goal of reducing chronic homelessness and homelessness overall for priority populations. A Coordinated Access

approach uses a consistent method to assess, prioritize and connect people experiencing homelessness to housing and supports. The PATHS process utilizes this approach by assessing, prioritizing and connecting people experiencing homelessness to housing with supports. PATHS identifies people from Toronto's By Name List, City funded Street Outreach providers and PATHS partnered Indigenous and other community agencies. Housing and Support Providers are required to use online forms to submit details of vacant units, including the availability of supports, and to report housing outcomes in the agreed upon timeframe.

- (d) In the case that support services are delivered through a third-party partner agency, that the support services delivery partner is an organization that is:
- Located within the boundaries of the City of Toronto, or an urban off-reserve Indigenous-led organization located in the City of Toronto who may also provide culturally based programming outside the boundaries of the City of Toronto;
 - An organization incorporated and in good-standing as a not-for-profit or be an urban off-reserve Indigenous-led organization;
 - Not or has not been indebted to the City or been in default of the terms and conditions of any agreement (including any previous grant agreement) with any division, agency, board, or commission of the City of Toronto under the discretion of the Division Head.

4.6 Support Services Plan

This section of the Proposal should demonstrate that the Proponent and/or support services provider(s) have a sound support services plan to support tenants to achieve and maintain housing stability. For the purposes of responding to this RFP, the Plan should be informed by the benchmark amount of support services funding described in *Section 2.1 Support Services Funding*. If the proponent wishes to request a higher level of support funding, the rationale and associated amount of support funding requested should be included in this Plan. This rationale should include a description of what the anticipated outcomes or benefits of the additional funding will be for the intended tenant group.

All services will be expected to operate from a harm reduction approach and be able to meet the needs of individuals who use substances. Proponents are encouraged to highlight any existing partnerships or potential for future partnerships with healthcare institutions, partners, and/or other sources of funding to provide health/medical services for tenants, to demonstrate commitment to providing healthcare services to the tenants.

Proponents need to identify standard building operating costs and costs for the support services model that will be offered through the support services plan.

- Support services costs are costs associated with the functions and services that go beyond a traditional landlord role and provide services based on the tenant population, the specific needs of the tenants and the proposed outcomes for the project (*see Section 3.5 Desired Outcomes*).
- Building operating costs should not be reflected in the Support Services budget. These are those costs associated with the traditional role of a landlord and what the proponent(s)

need to effectively fulfill and deliver on that role. These costs would cover the expenses most landlords would expect to encounter and should be reflected in the Operating Budget described under 4.4 (e) and (f).

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

- (a) Please provide a support service plan detailing the types of supports that will be provided to meet the desired outcomes in *Section 3.5 Desired Outcomes*. Across all services proponents must demonstrate a commitment to Housing First, trauma-informed, harm reduction, culturally-responsive, strengths-based and person-centred services that are tailored to the specific needs of vulnerable tenants, with specific attention to the mandatory program components outlined in *Appendix 3A) Support Services Components*. The components include housing stability, eviction prevention, economic integration, social and community integration, basic needs and clinical and treatment supports.
- (b) Please describe the project's intended tenant group and how they will benefit from the support service activities. The description of intended tenant group/s should highlight any intersectional criteria which exist alongside the groups identified. For example, taking advantage of the proximity to services for vulnerable seniors, a proposal may wish to provide a specialized program for 2SLGBTQ+ older adults, Indigenous older women, or seniors with health issues.
 - Clearly demonstrate your organization's skills and experience providing services to the target tenant group and how they will benefit from housing with support activities;
 - Though not required, please highlight any groups with specific support needs you intend to serve, such as people experiencing developmental disabilities, physical disabilities, mental health issues, substance use issues, etc. Any additional eligibility criteria will be applied alongside the priority populations identified in *Section 1.4 Intended Tenant Group* above;
- (c) This project is adjacent to a TSHC building providing rent-geared-to-income housing and services for vulnerable seniors, as well as a City-operated long-term care home. In this section, describe opportunities for collaboration and service partnership with these key community partners, and any others in the community. This should include opportunities to enhance access to services for residents of 175 Cummer, or to provide additional supports to existing residents in the community.
- (d) Please summarize your staffing plan detailing the roles and responsibilities of staffing positions, specific staffing model, client caseloads, and the staff to client ratio by the hours/days (250-500 words).
 - Include how the intensity of support services will vary depending on the specific needs of tenants;

- Include how a sufficient staff to client ratio be maintained in order to meet case management needs (see *Section 3.4 Providing Support Services*). Complete the table provided below to demonstrate staff-to-client ratios (include case management/support staff, administrative staff, and security staff when calculating ratios)
- Include how the Successful Proponent will support clients for as long as required and, if necessary, transition the client to a different level of supports if the need arises.
- A list of resumes or job descriptions for key consultants, organizations and individuals known at this time including People with Lived Experience, who would be involved in providing support services, their experience and expertise in relation to similar projects and an outline of the duties and responsibilities in support provision for the clients;
- Include a signed consent authorizing the disclosure of personal information to the City, for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.
- Plans for recruiting, training and on-boarding an appropriate number of staff with proven experience and qualifications to meet the needs of tenants and how the Proponent will adjust staffing based on needs of tenants that may vary over time and when new tenants move in upon turn-over.

Staff to Client Ratios

In your proposal Section 4.5, please provide a copy of the table below detailing support services staff to client ratios, and total staff-client ratios planned for the project. A fillable PDF version of the table below is available with RFP materials as *Appendix 11 – Staff to Client Ratios*.

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

services staff on site				
Case manager and support services staff to client ratio	<i>e.g., 1 to 30</i>			
Total Staff On-site	<i>e.g., 5</i>			
Staff-Client Ratio	<i>e.g., 1 to 12</i>			

- (e) Please provide a breakdown of costs for support services based on a 12-month period with assumptions considered to achieve the proposed cost figures (using the form attached as *Appendix 7*).
- Overhead Costs related to support services cannot exceed 15% of Total Support Service Expenses.
 - The Successful Proponent's funding allocation from the City (if any) will be available following execution of a Support Services Agreement no more than 2 months prior to construction completion. Any funding provided in advance of building completion would only be for the purpose of funding costs associated with ensuring the building and staffing are ready for occupancy.
 - Please assume the annual funding described in *Section 2.1 Support Services Funding* is available for the term of the Sublease for the purpose of developing operating funding
 - Provide details of additional funding available to the Proponent or partner agency to deliver housing-specific support services programs appropriate for the Intended Tenant Group, including:
 - Written confirmation from the funding source regarding availability of funding for delivering support services including amount and duration of funding.
 - Funding program details – including eligibility criteria, eligible and ineligible costs, eligible staffing positions, etc.

4.6 Community Communications and Outreach Plan

This section of the proposal should address the Proponent's experience in engaging with communities in relation to housing and homelessness, particularly with respect to the development of affordable and supportive housing.

Demonstrate the Proponent's capacity and plans to work with the local community and relevant stakeholders and to build and maintain positive relationships, by providing the following:

- (a) A description of the proponent's experience in building and sustaining strong community relations around housing projects previously or currently managed by the proponent, including community liaison committees.

- (b) A description of the proponent's understanding of the key community stakeholders and neighbours to be engaged in the delivery and ongoing operation of the project.
- (c) A brief outline of a proposed community communications and outreach plan, including pre-occupancy activities and on-going policies and practises during occupancy that will build positive relationships with neighbours. This should include reference to how the Proponent would manage community concerns including those that may become escalated to elected officials.
- (d) An outline of plans 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 Mandatory Submission Form*.

2. 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 10 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 9](#) – Operators Code of Conduct.

5.2 Schedule of Events

Milestone	Date
RFP issued	July 4, 2024
RFP Virtual Information Session	July 17, 2024
Deadline for Questions from Proponents	August 9, 2024
Proposal Submission Deadline	August 23, 2024
Interviews (if applicable)	Week of September 9, 2024
Selection Announcement	Week of September 16, 2024
Training Sessions	Q3 2025
Sublease commencement Date	Q4 2025

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 10 – RFP Process Terms and Conditions*.

5.3 Information Session and Training Sessions

A virtual information session will be held on July 17, 2024. Visit www.toronto.ca/affordablehousing for instructions on how to join in, listen and ask questions. The information session is not mandatory.

While a site visit cannot be arranged as part of the RFP submission process, the City and the project builder, NRB Modular Solutions, will arrange for training session(s) with the Successful Proponent 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 before the Deadline for Questions from Proponents listed above to HousingSecretariatRFP@Toronto.ca to the attention of following City Contacts:

Andalee Admali, Management Consultant

In accordance with sections 2 and 4 of the Terms and Conditions set out in *Appendix 10 – RFP Process Terms and Conditions*, 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 10 – RFP Process Terms and Conditions.

5.6 Evaluation Criteria

Proposals will be assessed on the basis of the criteria set out below. A successful proposal must score a minimum of 70% of the points in each category and in total (the “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 and Experience	20	14
Corporate Financial Viability	10	7
Operating and Management Plan (including annual and 10-year operating budget)	20	14
Support Services Qualifications	15	10.5
Support Services Plan	25	17.5
Community Communications and Outreach Plan	10	7
TOTAL	100	70

5.7 Proposal Evaluation and Selection Process

- a. The Selection Committee will be comprised of members from the Housing Secretariat, TSSS 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. Interviews may be conducted in person, by video conference or by phone.
- 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:

EVALUATION CRITERIA	Points Available
Capital asset and property management plan	10

EVALUATION CRITERIA	Points Available
Support services plan	10
Experience in building design, development, and commissioning	5
Community communications and outreach plan	5
TOTAL	30

- 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

175 Cummer Avenue

The project at 175 Cummer Ave. is located adjacent to a Toronto Seniors Housing Corporation property, Willowdale Manor, providing social housing and services for vulnerable seniors, as well as a City-operated long-term care home, Cummer Lodge. The Willowdale neighbourhood is also home to a number of community-based organizations delivering health and social services for diverse residents. The City encourages proponents to consider this community context and the types of supports available for residents when developing a proposed program and intended tenant group for 175 Cummer Ave.

The site is located at Cummer Avenue and Willowdale Avenue, in North York. The nearest major intersection is Yonge Street and Finch Avenue East. The site is located on property owned by Toronto Community Housing Corporation (TCHC) and will be subject to a head lease between the City and TCHC. Also, on the property at 175 Cummer Avenue is Willowdale Manor, a Toronto Seniors Housing Corporation (TSHC) building providing rent geared to income housing to over 200 seniors. To the east of the site is Cummer lodge, a City-operated long-term care home. Subject to execution of a head lease between the City and TCHC, City Council approval and the property being declared surplus by the City, the Successful Proponent for this site will enter into a long-term Sublease (of approximately 49 years, subject to the commencement date of the City's head lease with TCHC) with the City of Toronto to operate the modular housing building with supports.

In 2022, City Council amended the zoning by-law to permit the proposed modular development. This decision was appealed to the Ontario Land Tribunal (OLT). The OLT issued an order dismissing the appeal on January 2, 2024. The OLT decision has been appealed to Ontario Divisional Court. The City is proceeding with the proposed development; however the outcome of the Divisional Court appeal may impact this RFP.

The City currently anticipates construction of the modular building will be complete in late 2025. The building details are provided below. This development is a part of Phase Two of the City's [Modular Housing Initiative](#).

Prior to completion of construction and tenanting of the building, the proponent will be involved in helping to implement a community engagement strategy, led by external consultants working with the City. The strategy will be aimed at strengthening and fostering relations with existing community and neighbourhood groups and partners.

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

Modular Building Details

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

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

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

The Successful Proponent will be responsible for furnishing the common areas and office spaces of the building, as well as ongoing repair and/or replacement of furnishings and equipment initially provided in each residential unit. The City strongly encourages durable, bedbug-resistant furnishings throughout the building.

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

Outdoor amenity area of a total of 93 square meters (approx. 1,001 square feet) will be provided, including two pergolas and a rear yard with outdoor seating. Covered long-term bike parking for tenants will be provided in a secured rear yard with 42 bike parking spaces; five short-term bike parking spaces will be provided at the front entrance of the building. Two vehicle parking spaces are to be provided for the housing operator.

Appendix 2 – Terminology and Definitions

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

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

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

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

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

“City” means the City of Toronto.

“City Contact” means the contact person for the City in respect of this RFP identified in Section 5.4 – *City Contact*.

“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.

“Cultural responsiveness” refers to an approach where services are framed by understanding of culture, cultural competency (i.e. building knowledge and understanding of the diverse and complex needs of people from various cultural groups), and cultural humility (i.e. continuous learning from those we work with and serve, reserving judgement, and actively bridging cultural divides).

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

“Harm reduction” refers to an approach, set of strategies, policy or any program designed to reduce substance-related harm without requiring abstinence. Harm reduction is a key aspect of the City’s Housing First approach, which focuses on the provision of housing and supports with no preconditions or ‘readiness’ requirements for the person to accept treatment for any physical or mental health or substance use issues.

“HPP” means the Homelessness Prevention Program of the Province of Ontario.

“Housing First” refers to an approach to addressing homelessness in which access to permanent 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.

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

“Monthly Occupancy Costs” means the total of the monthly rent payable to the Proponent for a Unit including the cost of hydro, heat, water and hot water; and Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges.

“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.

“Person-centred” refers to an approach to care that places the individual at the core of service delivery, ensuring each person is treated as a person first, regardless of their life circumstances, each individual supported plays an integral role in identifying their goals, preferences, values and needs. The approach centres each person’s autonomy, choice, and control in their process of identifying what they want to work towards. A person-centred approach is a core foundation of a Housing First approach to homelessness.

“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.

“Rent-Geared-to-Income (RGI)”, or subsidized housing, is housing where rent is made affordable for households through rent supplements or other funding arrangements. In most cases, RGI rent is 30 per cent of a household's monthly Adjusted Family Net Income (AFNI).

“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 <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>.

“Older adults” refers to individuals in adulthood, who may display similar physical and/or mental health challenges or decline as commonly seen in seniors, and often as a result of the health impacts of homelessness.

“Seniors” refers to individuals 59 years of age and older.

“Social housing” means housing funded under government programs that provided comprehensive funding and/or financing arrangements, typically including on-going subsidies, and usually offering subsidized rents or rents that are geared to household income.

“Strengths-based” refers to an approach to providing support to individuals, families or communities that is based on an understanding and acknowledgement of the existing supports, services and networks that people already have, in order to identify and provide appropriate referrals or additional supports that build on what is already there.

“Sublease” means the sublease to be entered into with the City, for the site at 175 Cummer Avenue, substantially in the form of the sublease attached to the RFP.

“Submission Deadline” means the deadline to submit proposals in response to this RFP, as identified in Section 5.2 – *Schedule of Events*, and as may be amended in accordance with the terms of this RFP.

“Support Services Agreement” any support services grant agreement to be entered into by the Proponent and the City regarding the funding of support services provided to residential tenants at the site at 175 Cummer.

“Supportive Housing” means affordable rental housing and/or rent-geared-to-income housing, with wrap-around and housing stability and well-being 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 Sublease for the housing site described in this RFP.

“Total Support Service Expenses” means costs for activities or services that benefit the specific project such as salaries for project staff and materials required for a particular project, which

costs are usually charged to projects on an item-by-item basis because these activities are directly linked to projects.

“Trauma-informed” refers to an approach to providing support that recognizes the pervasiveness of trauma and its negative social and health impacts on individuals, families and communities. A trauma-informed approach recognizes that the systems of community, health and social services have often been the cause of trauma and inter-generational trauma, and ensure that programs and services are culturally responsive, community-informed and person-centred.

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

Appendix 3 – Support Services Details

A) Support Services Components

Housing Stability Supports such as housing placement activities, rehousing activities, housing-set up activities, and housing stabilization activities. All services should be rooted in a Housing First approach which focuses on helping people to find permanent housing as quickly as possible, with the supports they need to maintain it. This includes rapid access to housing with no housing readiness requirements, client choice, support services, and a focus on community integration.

Eviction Prevention Supports that aim to support tenants before a crisis occurs and reduces incidents of homelessness recidivism such as mediation activities, landlord liaison activities, hoarding supports, rent repayment plans and damage repair activities. Proponents should also consider services and supports for tenants to transition to lower levels of support and/or discharge plans with supports if tenants wish to move out (e.g. to a standard rental apartment).

Economic Integration Supports such as connecting tenants to income assistance, pre- and post-employment activities, and education and training assistance;

Social and Community Integration supports such as cultural, recreation and sport activities and Indigenous Elder consultations, gatherings, preparation of traditional foods, and navigation of urban services that help establish and maintain a culturally-relevant support network (i.e. Indigenous language and culture classes). This may include directly providing cultural, recreation or sport programming, or facilitating connections to these and other services in the community. Additionally, this may include Indigenous Cultural Supports gained through informal or formal partnerships with Urban Indigenous organizations that have the ability to work with Indigenous clients who so choose to receive culturally specific supports in relation to Indigenous specific case management, supporting clients to access ceremony, traditional healing, and sacred medicines. As well as the ability to refer clients to culturally specific community workshops, gatherings, and recreational activities

Health and Wellness Services that seek to improve the physical and mental health and well-being of tenants such as brokering and navigating access to clinical, health and treatment services through case management and harm reduction services. Harm reduction services should be designed to reduce substance-related harm without requiring abstinence. For Indigenous residents, consider professional fees and honoraria for Indigenous Elders or traditional healers, and supports for access to traditional and culturally-sensitive healing services (i.e. healing circles, sweat lodge ceremonies, access to traditional medicine). Proponents are strongly encouraged to highlight their experience establishing partnerships with health and community health partners to provide access to health-funded services in the community, or the provision of health services directly in the building.

Basic Need Supports that contribute to housing stability such as food provision, life skills development, groceries, hygiene supplies, laundry, shoes and clothing, hoarding supports,

personal identification, access to technology in a community setting, bus or transit fare related to integration activities. For Indigenous tenants, funding may also support culturally-relevant services and connections with community (i.e. local and/or home community including First Nations, Inuit band, or Métis settlement, etc.), cultural ceremonies, access to traditional foods and medicines and other supports with the goal of increasing cultural connections and an individual's sense of belonging in a community.

B) Eligible Support Services

HOUSING SUPPORTS

Housing Set-up (one-time costs)

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

CLIENT SUPPORT SERVICES

Client support services include individualized services to help improve integration and connectedness to support structures, such as the provision of basic needs and treatment services, and to support ageing in place. They may also include services to support the economic, social and cultural integration of individuals. These services should be the foundation of the Support Services Plan.

Economic Integration Services

Eligible activities include:

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

Ineligible activities include:

- Employment activities normally delivered by other federal, provincial or territorial labour market programs

- Job wages for individuals participating in an education, training, or pre-employment program
- Salary for a full-time teacher to provide an alternative to provincial education
- Tuition
- Workplace skills development
- Apprenticeship grants

Social and Community Integration Services

Eligible activities include:

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

Ineligible activities include:

- Purchase of alcoholic beverages.

Health and Wellness Services

Health and wellness services are activities that seek to improve the physical and mental health and well-being of individuals who are homeless or at imminent risk of homelessness.

Proponents are strongly encouraged to highlight their experience establishing partnerships with health and community health partners to provide access to health-funded services in the community, or the provision of health services directly in the building;

Eligible activities include:

- Brokering and navigating access to clinical, health and treatment services (including physical health, cognitive and neurological issues, geriatric and psychogeriatric services, and 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 to establish case management teams where none exists.
- Mental health and addictions supports could include assessment, support, treatment, withdrawal and counselling services; case management and navigation; delivery of harm reduction activities; prevention, interventions and recovery related supports.
- Other health-related supports not covered under MHA supports could include community nursing; community paramedicine; assistance with medication; and wellness/health promotion activities and education.
- 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 (for example needles), prevention interventions (for example targeted programming to prevent substance abuse in homeless

youth and/or youth at-risk of homelessness); managed alcohol programs, connecting individuals to harm reduction services.

- Professional fees for services provided in support of Indigenous individuals (for example services provided by Indigenous Elders or traditional healers). The value of professional fees, gifts or honoraria must be proportional to the service rendered and should not exceed the reasonable and customary amount for each service.
- Supports to access traditional or culturally sensitive healing services (for example healing circles, sweat lodges ceremonies, access to traditional medicines) that are not offered through provincial programming. Eligibility is not based on service location (for example may be local or require travel to a non-local Indigenous community).

Ineligible activities include:

- Providing general health and medical services and mental health or addictions support services that are not identified as an eligible activity above, and/or that are already provided through provincial areas of responsibility.
- For example, an ACT team provides access to services that are the responsibility of the Province and therefore cannot be funded with support service dollars (e.g. psychiatrist, doctor, nurse, substance abuse specialist). However, assisting with project coordination of an Assertive Community Treatment team, and linking individuals to existing Assertive Community Treatment teams is eligible.

Basic Needs Services

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

Eligible activities include:

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

C) Start-Up Funding Eligible Expenses

Proponents can request one time start-up funding up to a maximum of \$2,000 per unit. The funding is intended to support the Successful Proponent(s) to have the resources required to implement supportive housing projects. The following table outlines eligible expenses for the Start-up Funding. Actual costs to be funded for start-up in a specific project will be subject to agreement between the City and the Proponent as outlined in the Support Services Agreement.

Activity	Description
Start-up Gift Cards	Food and supplies for day of move-in (local big box grocery store such as Loblaw's)
Start-up Household Items	Bedding (sheets, duvet cover, and comforter per person), Pillow, Hangers (7-10 per unit), Toilet paper (4-6 rolls per unit), Toilet brush, Towels (2 per person), Shower curtain and rings, Bucket or waste basket, Cutlery (4 count per unit), Cutting knife, Dishes, Serving bowl, Pots and Pans, Cooking Utensils, Cutting board, Can opener, Dish cloth, Dish towel, Surface cleaner, Paper towel (2), Dish soap, Laundry detergent
Start-up Kits – Personal Care, Hygiene products	Soap, shampoo, deodorant, tampon/pads, shaving lotion, lip balm, razor, hand sanitizer etc.
Unit Furniture	Where adequate unit furniture (bed, table etc.) is not included in renovation budget, provider may include some basic furniture items.
Moving expenses/transportation	For clients who may have items in storage or special needs considerations (for example, medical equipment) Common item of concern with referral worker, clients and housing providers
Bedbug Heat Treatment Equipment	Heating tents, etc.
Office Furniture and Equipment	Desk, chairs, photocopier, postage, land lines etc. May have some items included in capital budget
Technology and Communications	Cell phones, computers for staff
Technology and Communications	If not already in place on site, infrastructure to support free internet access for all tenants i.e.

Activity	Description
	<p>Anti-virus, security and trouble-shooting services</p> <p>Computer lab set up or tablets that may be signed out. Note: particularly important during COVID-19 to allow tenants to video conference with support staff and remain in contact with family and friends.</p>
Program Furniture and Equipment	<p>Examples: Tables, chairs, sofas, supply cabinets, televisions, art</p> <p>May also include specific program items for meal programs, life skills training, youth and child focused etc.</p> <p>If outdoor amenity space consider seating, BBQ, outdoor storage, gardening supplies and containers</p> <p>May need to consider standards related to programs (for example, Food Handling Certification and restrictions where fire suppression system etc. isn't included in kitchen).</p> <p>Children and Youth games room, after school, outdoor space (play equipment), ensuring multi-purpose room meets under 18 needs</p> <p>Cultural specific (fire pit, art etc.)</p>
Safety and Security features	<p>Examples – adding to existing CCTV equipment and/or locking system, intercom upgrades, ensuring space is safe for overnight staff, safety or panic buttons, fire extinguishers for each unit</p>
Equipment Rental or other special arrangements	<p>Items needed during staged renovations. Units may be occupied before common areas are finished such as laundry room or kitchen.</p>

Appendix 4 – Legal Agreements for 175 Cummer Avenue

1. An Offer to Sublease, a signed copy of which should be included in the proposal and which Offer has the following agreements attached as part of the legal transaction:
 - a. Sublease Agreement, substantially on the terms and conditions set out in Schedule A to the Offer to Sublease for 175 Cummer Ave (subject to any changes that are made to the Head Lease with Toronto Community Housing Corporation prior to execution of the Sublease)
 - b. Contribution Agreement substantially in the form of the agreement attached as Schedule B to Offer to Sublease for 175 Cummer Ave

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

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 Sublease.

2. If support services funding is made available, a separate support service grant agreement that will be subject to renewal in 1 to 3 year intervals depending on the start date of the project, in relation to established granting period cycles, and subject to availability of funding.
3. The Head Lease that the City intends to enter into with Toronto Community Housing Corporation for 175 Cummer Ave. By entering into the Sublease, the Successful Proponent is agreeing to be bound by the terms of the Head Lease. A copy of the Head Lease will be provided to the Successful Proponent once the Head Lease has been executed. If the Head Lease is executed in advance of the closing date for this RFP, the City may, in its sole discretion, choose to make a copy of the Head Lease available through an addendum.

Acquiring the Subleasehold interest in the buildings

Subject to City Council decision and zoning being in-force and effect, the modular building at 175 Cummer Ave. is expected to be complete and ready for turn-over in Spring 2025. Prior to turn-over, the Successful Proponent will be expected to sign the Contribution Agreement and enter into the Sublease with the City. On taking possession, the Successful Proponent must ensure that it has the full complement of operating and support staff hired, trained and ready to start.

Prior to taking 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 4.4 Operating and Management Plan*).

Appendix 5 – Submission Checklist

The following checklist outlines the requirements to be submitted by the proponents responding to this RFP.

- ☐ Executive Summary
 - ☐ Letter of Introduction
 - ☐ Table of Contents
- ☐ Signed Offer to Sublease
- ☐ Affordable Rental Housing Management and Eviction Prevention Experience and Qualifications
- ☐ Operating and Management Plan
- ☐ Support Services Qualifications
- ☐ Support Services Plan
- ☐ Community Communications and Outreach Plan
- ☐ Mandatory Submission Form (Appendix 8)
- ☐ Completed Operating Budget (Appendix 6)
- ☐ Completed Support Services Budget (Appendix 7)
- ☐ Completed Staff to Client Ratios (Appendix 11)

Appendix 6 – Operating Budget Template

Attached as Excel Spreadsheet.

Appendix 7 – Support Services Budget Template (Excel File)

Attached as Excel Spreadsheet.

Appendix 8 – Mandatory Submission Form

Attached as Fillable PDF.

Appendix 9 – Operators Code of Conduct

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;
- 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 or program. Operators shall disclose to the City Contact any affiliations or other relationships with other Operators that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

5. Illegality.

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

6. Interference prohibited.

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

7. Gifts or favours prohibited.

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

8. Misrepresentations prohibited.

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

9. Prohibited communication during the solicitation.

No Operator, or affiliated person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the solicitation to the award and execution of final form of contract, unless such communication is expressly permitted in the solicitation and in compliance with Chapter 140, Lobbying of the City of Toronto Municipal Code. All Operator communications shall be with the City Contact.

11. Operator performance.

- A. Operators shall fully perform their agreements with the City and follow any reasonable direction from the City to cure any default.

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

12. Disqualification of Operators for non-compliance.

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

13. Suspension of Operators from future solicitations.

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

14. Review of suspensions.

- A. A suspended Operator may apply to the Executive Director, Housing Secretariat for a review of their suspension upon completion of one year or at least half of their total suspension period. An application for review must be in writing and include the reasons and any reasonable supporting documentation.
- B. A decision to reinstate a suspended Operator may be made by City Council based on the recommendation of both the Executive Director, Housing Secretariat, subject to such reasonable conditions or limitations that ensure the Operator will not pose a material risk to

the City's selection process, contract management or reputation for the remaining duration of the original suspension.

Appendix 10 – RFP Process Terms and Conditions

RFP Process Terms and Conditions

Table of Contents:

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

1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- to examine all the components of this RFP, including all appendices, forms and addenda;
- to acquire a clear and comprehensive knowledge of the requirements before submitting a Proposal.
- to become familiar and comply, with all of the City's applicable policies and by-laws at <https://www.toronto.ca/business-economy/doing-business-with-the-city/understanding-the-procurement-process/purchasing-policies-legislation/>

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

2. City Contacts

All communications concerning this RFP should be directed in writing to the City employee(s) designated as "City Contact" in the RFP.

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

From and after the date of this RFP until the time of an agreement is entered into with the successful Proponent, no communication with respect to this matter shall be made by any Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the “City Contact” identified in this RFP. **Proponents should be aware that communications in relation to this RFP outside of those permitted by this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction.**

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

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

3. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by addendum posted electronically in Adobe PDF format on the City’s website at <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>. The City will post Addenda with all questions and answers on the Affordable Housing website. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the RFP unless in the form of an addendum.

The City reserves the right to revise this RFP at any time up to the closing deadline. When an addendum is issued, the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals. The City’s Housing Secretariat will make reasonable efforts to issue the final addendum (if any) in a sufficient time prior to the closing deadline to allow Proponents to submit their Proposals.

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

All Proponents must acknowledge receipt of all addenda in the space provided on the 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 Contact 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 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, in its sole discretion, 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).

Appendix 11 – Staff to Client Ratios

Attached as Fillable PDF.

Appendix 12 – Overview of Priority Access to Housing and Supports (PATHS) direct matching process for supportive housing providers

The Priority Access to Housing and Supports (PATHS) direct matching process engages housing providers and homelessness service providers to effectively and efficiently identify, prioritize, locate, match, and refer people on the By Name List to City-funded supportive housing opportunities. Using standardized processes, PATHS works with housing providers to understand the housing opportunity available, including the type and intensity of supports provided and any eligibility criteria. Using the By Name List, prioritized households from across the homelessness service system are identified according to the PATHS Prioritization and Matching Policy. The policy is designed to support system goals of reducing chronic homelessness, ensuring that housing outcomes are achieved for equity-deserving groups who are overrepresented in the homelessness system and face additional barriers to securing appropriate housing.

A high-level overview of the process is outlined below, including identifying the responsibilities of supportive housing providers. All supportive housing providers are expected to meet the guidelines provided below as part of their participation in the PATHS process. All supportive housing providers will receive a comprehensive training on the PATHS direct matching process before the tenant identification process for any project begins, with further identification of the roles and responsibilities of housing providers and support providers depending on the nature of the project.

For more information see [Coordinated Access to Housing & Supports – City of Toronto](#)

Task	Timeline	Responsibility	Additional Information
Complete Unit Description <i>This form is required to start the PATHS direct matching process</i>	2 weeks ahead of the Vacancy Notification Form.	Supportive housing provider	This document provides information on the program, unit type(s) and level, frequency and description of supports offered with the unit. A Unit Description template will be provided as an appendix to the RFP and additionally can be obtained from PATHS staff.
Submit Vacancy Notification Form (VNF) <i>This form is required to start the PATHS direct matching process</i>	4 weeks (minimum) ahead of the anticipated first move-in date.	Supportive Housing provider	PATHS staff will send an email to acknowledge receipt of VNF within 2 business days.

Task	Timeline	Responsibility	Additional Information
Complete PATHS direct-matching process and send referral package to Housing/Support provider	Within 2 weeks of receiving the VNF.	PATHS staff	<p>If delays in the matching process occur, PATHS staff will keep the housing/support provider notified.</p> <p>The referral package contains supporting documentation including a standardized common assessment tool and consent form.</p>
Conduct Unit Viewing, Intake and Lease Signing	Within 2 weeks of receiving the referral package.	Supportive Housing provider	If unit viewing and intake appointments are not completed within the recommended timeframe, Housing/Support providers are expected to notify PATHS operations staff.
Complete Housing Outcomes Form (HOF) <i>This is required for all referrals sent by PATHS operations staff</i>	Within 2 business days of a successful or unsuccessful housing outcome.	Supportive Housing provider	Any referral that is declined by the provider will be reviewed by PATHS staff and the decision may be subject to an appeal process.