

# **City of Toronto Call for Applications**

## **Rental Housing Supply Program: Affordable and Rent-Controlled Housing Incentives Stream**

### **Application Package**

**REVISED Issued: April 11, 2025**



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## Introduction

Toronto City Council has adopted a new Affordable Rental and Rent-Controlled Housing Incentives stream under the Rental Housing Supply Program to support the creation of a range of new rental homes, including a minimum of 20% affordable rental homes, and grow the capacity of the community housing sector.

Please read the *Affordable and Rent-Controlled Housing Incentives Stream Guidelines* (found on the Call for Applications website [here](#)) and the [Affordable Rental Housing Design Guidelines](#) to familiarize yourself with the available resources and to determine your project's eligibility, prior to making an application. This document outlines all requirements and provides detailed instructions for applicants interested in applying for City financial incentives for **Affordable Rental, Rent-geared-to-income, Supportive, and Rent-Controlled Homes** in the RHSP.

This Call for Applications will remain open on a rolling basis and continue to accept applications until the City has exhausted all financial incentives available for affordable and rent-controlled rental homes, which are approved on an annual basis. Applications through this Call will be reviewed for eligibility and approved for incentives on a first-come, first-served basis.

### 1. Call for Application Schedule

	Schedule	Timeline
1	Call for Application Issuance date	November 18, 2024
2	Information Session	December 10, 2024

Additional information sessions may be scheduled at a later date.

This Schedule is subject to change and any updates will be posted online at: <https://www.toronto.ca/community-people/community-partners/housing-partners/open-requests-for-proposals/>

### 2. Contact Information and How to Apply

All eligible organizations are invited to submit an application through this Call for Applications process.

Proponents are required to review all program materials in detail prior to applying, including the Program Guidelines, this Application Package, and the template Contribution Agreement (to be issued as addenda). By submitting an application, Proponents will be required to certify that they have reviewed all these documents and agree to the Terms and Conditions of the application process in Appendix 1.

Applications as well as any communications and questions regarding this application should be sent by email to the City Contacts:

[HousingSecretariatRFP@toronto.ca](mailto:HousingSecretariatRFP@toronto.ca).

**[REVISION]** Or

Aria Popal, Project Manager

[Aria.Popal@toronto.ca](mailto:Aria.Popal@toronto.ca)

(437) 229-6618

### 3. Eligibility Criteria

Applications will be reviewed for completeness and eligibility based on the criteria set out below. For additional details on Project Eligibility, see RHSP Affordable and Rent-Controlled Homes Incentives Guidelines.

The City shall not be obliged to accept any applications in response to this Call for Applications.

<b>Eligibility Requirement:</b>	
1. 20% of units as affordable rental (in alignment with the requirements outlined in the Affordable and Rent-Controlled Guidelines)	Pass/Fail
2. Affordable rents meet income-based definition under the Rental Housing Supply Program	Pass/Fail
3. Affordable rents maintained for at least 40 years	Pass/Fail
4. Land ownership/lease secured for the duration of the proposed affordability period	Pass/Fail
5. Project is an “Eligible Type” as outlined in the Affordable and Rent-Controlled Guidelines	Pass/Fail
6. Demonstration of a viable path to achieving construction start within three years	Pass/Fail

### 4. Completing and Submitting Your Application Package

To apply for the Affordable Rental and Rent-controlled Homes Incentives stream, you will need to submit a complete Application Package which includes:

1. Completed and signed Proposal Submission Form (Part A in this document).
2. Cover Letter – see Part B of this document.
3. Development Schedule – see Part C of this document.
4. Capital Budget Form – see Part D of this document.
5. Operating Budget Form – see Part E of this document.

6. Completed and signed Mandatory Forms – see Part F of this document.
7. Supplementary Information (as needed).

**[REVISION]**: A Submission Checklist has been provided as Appendix 3 to the Call for Applications to assist applicants with ensuring all materials are submitted.

**Please note- all forms must be signed by an authorized signatory. E-signatures are accepted.**

### **Capital Funding for Affordable Rental Homes**

Requests for funding for affordable rental homes in eligible projects must be made through a separate Funding Application. Funding is limited and is subject to a competitive evaluation and prioritization by City staff. More information will be available at [www.toronto.ca/RentalSupply](http://www.toronto.ca/RentalSupply).

# Affordable Rental and Rent-Controlled Housing Application Package

## A. Proposal Submission Form

This form must be signed by someone authorized by the Company/Organization and be submitted.

**Submission Date** (yyyy-mm-dd):

A. Applicant Information	
1. Company/Organization Name ("the Applicant")	
2. Company Signer Name (First, Last)	
3. Company/Organization Address	
4. Company/Organization Phone	
5. Alternate Phone/Fax Number	
6. Company/Organization Email	
7. Contact Person Name (if not the signer)	
8. Contact Person Telephone Number	
9. Contact Person Email	

B. Applicant is:			
1.	Non-Profit or Co-operative Corporation <input type="checkbox"/>	Registration No.	
2.	Indigenous Housing Provider <input type="checkbox"/>	Registration No.	
3.	Private Company <input type="checkbox"/>	Corporation No.	

**[REVISION]** Non-profit, Co-operative, Indigenous Housing providers and Private Companies must include a copy of the Articles of Incorporation/Letters Patent for the Applicant.

Are you partnering with any Community Housing provider organizations to deliver this project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Organization #1 Name	
Contact Name (First, Last)	
Contact Information (email address)	
Role on Project	
Organization #2 Name	
Contact Name (First, Last)	
Contact Information (email address)	
Role on Project	
Organization #3 Name	
Contact Name (First, Last)	
Contact Information (email address)	
Role on Project	
Organization #4 Name	
Contact Name (First, Last)	
Contact Information (email address)	
Role on Project	

C. Proposed Project Description		
1.	Municipal address	
2.	Ward number	
3.	Closest major intersection	

D. Development Partners and Land Ownership/Lease	
<input type="checkbox"/>	The land is currently owned by the applicant (If this box is checked, answer all of the following questions).
1.	<div style="background-color: yellow; width: 100px; height: 1.2em; display: inline-block;"></div> Please list the Registered Owner(s), including the Applicant (if applicable):
2.	<div style="background-color: yellow; width: 100px; height: 1.2em; display: inline-block;"></div> Please list the Beneficial Owner(s), including the Applicant (if applicable):
3.	<div style="background-color: yellow; width: 100px; height: 1.2em; display: inline-block;"></div> Please list the General Partner(s), including the Applicant (if applicable):
4.	Is there a mortgage on the existing land/buildings? Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	If there is an existing mortgage, how much is outstanding at this time? \$
6.	<div style="background-color: yellow; width: 100px; height: 1.2em; display: inline-block;"></div> Applicants must include a <u>current</u> copy of the parcel register for the property as part of the application.
7.	<div style="background-color: yellow; width: 100px; height: 1.2em; display: inline-block;"></div> <b>[REVISION]</b> If the lands are not currently owned but there is a signed agreement of purchase and sale (APS), a signed APS <b>must</b> be submitted with the application.
<input type="checkbox"/>	The land is currently leased by the applicant – if this box is checked, answer the following questions and provide a copy of the lease:
8.	Length left on term of the lease:
9.	Is there a leasehold mortgage on the leasehold interest? Yes <input type="checkbox"/> No <input type="checkbox"/>
10.	How much is outstanding currently? \$
11.	Confirm lease allows for contemplated development and under which section: Yes <input type="checkbox"/> No <input type="checkbox"/>
12.	Property Owner Full Legal Name:
13.	Is the proposed project on a City-owned land? Yes <input type="checkbox"/> No <input type="checkbox"/>



<input type="checkbox"/>	Other: please indicate the relationship between the applicant and the landowner:
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<b>E. Proposed Development</b>		
1.	Percentage of affordable units (of total number of residential units)	
2.	Length of affordability in years proposed for Affordable units	
3.	Gross Residential Floor Area (m <sup>2</sup> ) Market + Affordable area	
4.	Market Gross Residential Floor Area (m <sup>2</sup> )	
5.	Affordable Gross Residential Floor Area (m <sup>2</sup> )	
6.	Gross Non-Residential Floor Area (m <sup>2</sup> ) (i.e. commercial, retail space) Note: Administration office and program space for residential units are part of residential space.	
7.	Total Gross Floor Area (m <sup>2</sup> )	
8.	Gross Construction Floor Area (GCFA)	
9.	Number of Resident Park spaces	
10.	Number of Visitor Park spaces	
11.	Expected construction start date:	

## F. Proposed Unit Mix

Please provide any known details of proposed residential units currently on the site, **not including** any existing units – If multiple rent levels are charged please enter them on separate lines:

**Affordable Rental Units [REVISION]:** Only include units meeting the definition of Affordable Rental Unit, as defined in the Program Guidelines, section 2.1b

	Unit Mix	# of Affordable units	Rent (\$) * **	Unit size (m <sup>2</sup> )
1.	Studio			
2.	1- bedroom			
3.	2- bedroom			
4.	3+ bedroom			
5.	<b>Total units</b>			

\*Find the maximum 2024 Affordable Rents under the RHSP [here](#)

\*\* Affordable Rents are to include utilities, where tenants pay for any utility cost they are entitled to a utility allowance deduction from their monthly occupancy cost. 2024 Utility Allowances can be found [here](#).

**Rent-Controlled Units [REVISION]:** Only include units meeting the definition of Rent Controlled Unit, as defined in the Program Guidelines, section 2.1c)

	Unit Mix	# Rent-controlled units*	Monthly Rent (\$) **	Unit Size (m <sup>2</sup> )
1.	Studio			
2.	1- bedroom			
3.	2- bedroom			
4.	3+ bedroom			
5.	<b>Total units</b>			

\*Incentives for Rent-Controlled units are only available to Community Housing Providers.

\*\*Find the maximum 2024 rent-controlled rents in the RHSP Guidelines.

**Other residential units\*** **[REVISION]**: Include all other proposed residential units in the development, including monthly rent if proposed tenure is rental)

	Unit Mix	# of units	Monthly Rent (\$)**	Unit size (m <sup>2</sup> )
1.	Studio			
2.	1- bedroom			
3.	2- bedroom			
4.	3+ bedroom			
5.	<b>Total units</b>			

\* Incentives are not available for units that are not Affordable or Rent-Controlled homes through this Call for Applications.

\*\*If applicable; i.e. for condo ownership units this does not apply.

### G. Energy Efficiency

Please include relevant information on the proposed project's energy efficiency metrics.

1.	
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### H. Accessibility

Please include relevant information on the proposed project's accessibility metrics (break down by affordable rental and rent-controlled/market units as applicable).

1.	
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### I. Development Review Application Status

At what stage of the planning approvals process is the proposed project (select all that currently apply)?

1.	Pre-Application Consultation (PAC) has been scheduled	<input type="checkbox"/>
2.	Pre-Application Consultation (PAC) has been completed and application feedback received from City staff	<input type="checkbox"/>
3.	Zoning By-law and/or Official Plan Amendment application(s) have been submitted and or under review	<input type="checkbox"/>
4.	Zoning By-law and/or Official Plan Amendment application(s) have been approved by City Council	<input type="checkbox"/>

5.	Complete Zoning By-law Notice (ZAP) has been issued by Toronto Building and Community Planning has provided concurrence that required variances are minor and do not require Zoning By-law Amendment application(s) or Official Plan Amendment application(s).	<input type="checkbox"/>
6.	Complete Zoning By-law Notice (ZAP) has been issued by Toronto Building indicating the design complies with zoning, and/or Committee of Adjustment decision has approved all variances identified in a complete Zoning By-law Notice.	<input type="checkbox"/>
7.	Site Plan Application has been submitted and or under review	<input type="checkbox"/>
8.	Site Plan Application has been approved by City staff (NOAC issued)	<input type="checkbox"/>
9.	Building Permit application has been submitted	<input type="checkbox"/>
10.	Other:	

### J. Sources of Funding

If the project is receiving any funding from any government and/or non-governmental (including any equity contribution, donations, rent-supplements, etc.), please list the source, purpose, status, and amounts.

Please note- you must attach supplementary information (i.e. confirmation letters from lender) in support of funding and financing sources with your application.

	Funding Amount	Source/Program	Status	Reference Contact Information	Notes
1.					
2.					
3.					
4.					

### K. Sources of Financing

If the project is receiving any financing from any government and/or non- governmental (including any equity contribution, donations, rent-supplements, etc.), please list the source, purpose, status, and amounts.

Please note- you must attach supplementary information (i.e. confirmation letters from lender) in support of funding and financing sources with your application.

	Financing Amount	Source/Program	Status	Reference Contact Information	Notes
1.					
2.					

3.					
4.					

<b>L. Requested Incentives</b> What Financial Incentives are you seeking for the proposed affordable rental, and rent-controlled homes? Check all that apply*.						
	DC	Parkland	CBC	Planning fees	Building fees	Property tax
Affordable Rental Housing/RGI units**	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rent-Controlled units** ***	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* Please note, you will be required to enter into a Contribution Agreement with the City for the incentives secured for proposed Affordable and Rent-Controlled homes.

\*\* Development Charge, Parkland Dedication and Community Benefits Charge exemptions are available to non-profit housing developments that meet provincial requirements set out in the Development Charges Act.

\*\*\* Only Community Housing Providers are eligible to apply for Rent Controlled Housing Incentives

<b>M. Who Will Operate the Proposed project following completion?</b>	
1.	Applicant <input type="checkbox"/>
2.	Property Management Company (name) <input type="checkbox"/>
3.	Other (Specify) <input type="checkbox"/>

**Applicants Authorization and Certification**

The Applicant hereby certifies that the information included in this application and in the documents attached with this application is correct.

I/We have read, understood, and agree with the information provided in the Rental Housing Supply Program Affordable and Rent-Controlled Housing Incentives Stream Program Guidelines and this Application Package outlining the eligibility criteria for City incentives.

I/We have carefully examined the documents and have a clear and comprehensive knowledge of the Rental Housing Supply Program requirements and have submitted all relevant data. I/We agree, if selected under the Rental Housing Supply Program, to complete the work as detailed in this application to the City in accordance with the terms and conditions of the Rental Housing Supply Program. I/We agree that this submission is being made without any collusion or fraud.

Acknowledge receipt of addenda by number and issue date:

Addendum #		Dated	
Addendum #		Dated	
Addendum #		Dated	
Company/Organization (Applicant)			
Signing for Applicant - Name (First, Last)		Position Title	
Signature		Date (yyyy-mm-dd)	
Signing for Applicant – Name (First, Last)		Position Title	
Signature		Date (yyyy-mm-dd)	

I/We have the authority to bind the corporation.

Authorization of Agent (if applicable) \_\_\_\_\_ (company name)  
Authorizes \_\_\_\_\_ (name of person)  
To act as an agent and sign applications to the City of Toronto on behalf of the Applicant for  
the **eligible** Affordable and Rent-Controlled Housing for the property at \_\_\_\_\_

## B. Cover Letter

The Cover Letter will introduce the Applicant and the members of the team making the application to the City. The Cover Letter should be signed by the person(s) authorized to sign on behalf of the Applicant.

**[REVISION]:** Please include as part of the Cover Letter an Organization Chart showing the relationship among all parties to the application, including the legal names of the Applicant, Registered Owner(s), Beneficial Owner(s), and General Partners, and any other parties to the development.



### **C. Development Schedule**

The project Gantt chart is to be attached to the application, and must include the following:

1. Assumed construction period, including substantial completion and building occupancy;
2. Anticipated funding and/or financial milestones, as appropriate;
3. Anticipated municipal approvals, as appropriate; and
4. Any other relevant project schedule details, as appropriate.

## D. Capital Budget

Please complete the following budget form using the best information available.

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

### Proposed Capital Budget

	<b>Total estimated cost (CAD \$)</b>	<b>Check which of these costs are included in your total estimated costs for this section</b>	<b>Comments/ explanation</b>
<b>Hard costs</b>		Base Construction cost <input type="checkbox"/> Environmental Remediation <input type="checkbox"/> Appliances <input type="checkbox"/> Furniture & Equipment Other <input type="checkbox"/> Construction <input type="checkbox"/> Contingency <input type="checkbox"/> Escalation <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Land Costs</b>		Legal fees <input type="checkbox"/> Title Insurance <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Soft costs – Consultants</b>		Architectural <input type="checkbox"/> Structural <input type="checkbox"/> Mechanical <input type="checkbox"/> Electrical <input type="checkbox"/> Landscape Fire/Code <input type="checkbox"/> Cost/Quantity Surveyor <input type="checkbox"/> Environmental <input type="checkbox"/> Traffic Development <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Site Costs</b>		Building appraisal <input type="checkbox"/> Property appraisal Land <input type="checkbox"/> Survey/Topographical Survey <input type="checkbox"/> Geotechnical Assessment <input type="checkbox"/> Environmental Assessment <input type="checkbox"/> Other (explain) <input type="checkbox"/>	

<b>Legal and Organizational</b>		Legal Fees - Development Approval <input type="checkbox"/> Legal Fees- Contracts and Agreements <input type="checkbox"/> Organizational Expenses (specify- e.g. rent-up) <input type="checkbox"/> Community Consultation and Communications <input type="checkbox"/> Insurance during Construction and Final Cost Audit <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Financing cost</b>		Construction Loan Interest Only <input type="checkbox"/> Other (specify- e.g. lenders fees) <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Fees and Permits</b>		Building Permit Fees (estimate) <input type="checkbox"/> Planning Application Fees (estimate) <input type="checkbox"/> Development Changes (estimate) <input type="checkbox"/> Parkland Dedication Fees <input type="checkbox"/> Educational Development Charges for the Toronto District Catholic School Board <input type="checkbox"/> Hydro & Water Connection Fee Property Taxes During Construction (estimate) <input type="checkbox"/> Other (specify- e.g. storm water management, trees) <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Total Projected Capital Cost</b>			

## E. Operating Budget

Please complete the following budget form using the best information available. Assume budget is for a calendar year, assuming normal building occupancy.

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

### Proposed Annual Operating Budget

	Total estimated cost (CAD \$)	Check which of these costs are included in your total estimated costs for this section	Comments/ explanation
<b>Project Revenue</b>		Gross Rental Income (includes tenant rents and housing benefits contributions) <input type="checkbox"/> Laundry income <input type="checkbox"/> Parking Income <input type="checkbox"/> Other Revenue sources <input type="checkbox"/> Gross Project Revenue <input type="checkbox"/> Vacancy allowance <input type="checkbox"/> Bad debt allowance <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Project Expenses</b>		Administration Costs <input type="checkbox"/> Property Management <input type="checkbox"/> Maintenance Staff Salaries and Benefits <input type="checkbox"/> Repairs and Maintenance (supplies, trades and service contracts including sprinklers, snow removal etc.) <input type="checkbox"/> Other Operating Expenses (e.g., Insurance) <input type="checkbox"/> Capital Replacement Reserve (minimum 8% of gross revenue) <input type="checkbox"/> Other (explain) <input type="checkbox"/>	
<b>Utilities</b>		Heat (common areas and units) <input type="checkbox"/> Electricity (common areas and units) <input type="checkbox"/> Water/Sewer (common areas and units) <input type="checkbox"/> Garbage Levy (common areas and units) <input type="checkbox"/> Other (explain) <input type="checkbox"/>	

<b>Sub-Total Operating Expenses</b>			
<b>Mortgage payments</b>			
<b>Total Project Expenses</b>			
<b>Operating Surplus/ Deficit</b>			Net Project Revenue less Total Project Expenses

## F. Mandatory Forms

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

### Declaration Confirming the Absence of Any Conflicts of Interest

#### Form 1

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

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

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

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

Authorized Applicant Signature:

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

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

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

## Form 2

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

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

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

### Declaration:

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

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

Complete Address:

Email:

Postal Code:

Telephone Number:

Fax Number:

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

Position Title:

Signature:

Date (yyyy-mm-dd):

Authorized Signing Officer or Applicant

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

### For Office Use

Group/Vendor/Individual:

Date:

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

## Form 3

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

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

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

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

Name (First, Last)

### Notes:

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



# Environmentally Responsible Procurement Statement

## Form 4

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

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

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

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

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

Experimental or prototype products/services will not be considered. For a copy of the [City of Toronto Environmentally Responsible Procurement Policy](http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf), visit the website at [www.toronto.ca/calldocuments/pdf/environment\\_procurement.pdf](http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf)

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

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

# **Appendix 1- Rental Housing Supply Program (RHSP) Affordable and Rent-Controlled Housing Incentives Call for Applications Terms and Condition**

## **1. Applicant's Responsibility**

It shall be the responsibility of each Applicant:

- to examine all the components of the Rental Housing Supply Program (RHSP) Affordable, RGI, Supportive and Rent-Controlled Incentives Call for Applications (the "Call for Applications"). The Program Summary & Application Guide of the Call for Applications, the Application Form, these Terms and Conditions, all appendices, forms, supporting documentation, checklists and addenda included with the application package (the "Application") form part of the Call for Applications;
- to acquire a clear and comprehensive knowledge of the requirements before submitting an Application;
- 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/> and The failure of any Applicant to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Applicant of any obligation with respect to its Application or any Agreement entered into based on the Applicant's Application.

### **a) Honesty and Good Faith**

Applicants shall respond to the City's Call for Applications in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the Application. Applicants shall make an Application only if they know they can satisfactorily perform all obligations of any resulting agreement(s) in good faith.

Applicants shall alert the City Contact to any factual errors, omissions and ambiguities that they discover in the Call for Applications as early as possible in the process.

### **b) Conflicts of Interest or Unfair Advantage**

Applicants must declare and fully disclose any actual or potential conflicts of interest or unfair advantages related to the preparation of their Application or where the Applicant 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 Application 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 Applicant or affiliated persons in developing any project specifications or requirements or other evaluation criteria for the Application;
- d. Prior access to confidential City information by the Applicant, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Applicants;
- e. The Applicant 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 Applicant or any members of its team are not acting at arms' length to each other (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 Application.

**c) Collusion or unethical practices**

No Applicant may discuss or communicate, directly or indirectly, with any other Applicant or their affiliated persons about the preparation of the Applicant's Application including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other Applicant making an Application for the same project or program. Applicants shall disclose to the City Contact any affiliations or other relationships with other Applicants that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

**d) Interference prohibited**

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

**e) Misrepresentations prohibited**

Applicants 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 Applicant in its Application as well as records of past performance on previous projects with the City or other public bodies.

## 2. City Contacts

All communications concerning this Call for Applications should be sent to by email to the City Contacts listed below:

- [HousingSecretariatRFP@toronto.ca](mailto:HousingSecretariatRFP@toronto.ca)
- Aria Popal, Project Manager, Housing Secretariat, [aria.popal@toronto.ca](mailto:aria.popal@toronto.ca) (437)-229-6618

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

From and after the date of the submission of an Application until such time as a decision has been made with respect to the Application, no communication with respect to this matter shall be made by any of the Applicant, 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 Application or oppose any competing Application, nor shall any Applicant, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the Call for Applications or its Application with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified in this Call for Applications.

Applicants should be aware that communications in relation to this Call for Applications outside of those permitted by this Call for Applications 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 the Call for Applications, each Applicant shall comply with the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140. The links to the City's Lobbying By-law and Interpretive Bulletin on Lobbying and Procurement are as follows:

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

## 3. Addenda

If it becomes necessary to revise any part of this Call for Applications, revised versions of the document or document(s) with the current revision date will be by addendum posted

electronically in Adobe PDF format on the City's website at  
<https://www.toronto.ca/community-people/community-partners/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 Call for Applications.

The City reserves the right to revise or remove this Call for Applications at any time.

Applicants and prospective Applicants should monitor the website linked above as frequently as they deem appropriate to inform themselves of any revisions to the Call for Applications. The City is not responsible for any incomplete or incorrect Applications resulting from the issuance of any revised document(s) or an Applicant's failure to update its Application in response to any revised document(s).

All Applicants must acknowledge receipt of all addenda in the space provided on the Mandatory Submission Form. Any reference in the Call for Applications to any document comprising the Call for Applications includes any amendments to such document made in accordance with this section.

#### **4. Questions**

Applicants finding errors, omissions, conflicts, ambiguities or discrepancies in the Call for Applications or having questions, comments or concerns regarding the Call for Applications, its process and related matters ("Questions") may submit such Questions to the City Contact.

The City will make reasonable efforts to respond to Questions in a timely fashion. 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 Applicant to confirm the City has received all correspondence from the Applicant.

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 an Applicant's Question is identified as confidential in nature and where, the City in its sole and absolute discretion deems the Question or response to be confidential, the City may provide a response only to that Applicant. The City reserves the right to edit Questions for clarity and applicability to all Applicants generally.

Pursuant to the article above titled "Addenda", responses to Questions prepared and circulated by the City are not documents forming part of this Call for Applications and do not amend the Call for Applications, unless such responses form part of an Addendum.

#### **5. Exceptions to Mandatory Requirements, Terms and Conditions**

If an Applicant wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this Call for Applications, it should notify the City Contact

in writing before submitting an Application. The Applicant 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 a revised version of the relevant document(s) as described in Article 3 above. 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 are not permitted and any Application that takes exception to or does not comply with the mandatory requirements, terms and conditions of this Call for Applications will be rejected.

## **6. Incurred Costs**

The City will not be liable for, nor reimburse, any Applicant, as the case may be, for costs incurred in the preparation, submission or presentation of any Application, for interviews, site visits 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 Applications shall not render the City liable for any costs or damages to any individual or organization that submits an Application.

## **7. Post-Submission Adjustments and Withdrawal of Applications**

An Applicant may amend its Application at any time after email submission of the Application provided that the City's evaluation process has not yet commenced. If an Applicant amends its Application, the Applicant must resubmit the Application in full by email, indicating that it is a revised Application.

An Application may be withdrawn by delivering written notice of withdrawal to the City Contact by email. For clarity, an application may only be withdrawn by delivering such notice to the City Contact and cannot be withdrawn by any other means. Any Applications that are properly withdrawn before they have been examined or evaluated, will not be examined or evaluated for the purpose of the Call for Applications but shall be retained for the City's record retention purposes.

## **8. Gifts or favours prohibited**

No Applicant and no employee, agent or representative of the Applicant, 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 an Applicant, the City may exclude its Application from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

## **9. Acceptance of Applications**

The City shall not be obliged to accept or reject any Application in response to this Call for Applications.

The City may, without notice or incurring any liability, penalty or costs to any Applicant:

- a)** accept or reject any Application(s) at any time;
- b)** waive immaterial defects and minor irregularities in any Applications;
- c)** following the submission of an Application, notify any Applicant of any missing information/document(s) in their Application and provide the Applicant with five (5) business days to submit missing information/document(s). If the missing information/document(s) relates to an eligibility requirement, failure to submit the missing information/document(s) will result in the Application being disqualified;
- d)** suspend, modify and/or cancel this Call for Applications (with or without the substitution of another Call for Applications) in whole or in part;
- e)** enter into one or more Agreements in relation to this the Call for Applications with as many Applicants as the City deems appropriate;
- f)** if the Call for Applications is cancelled, the City may reissue a solicitation to one, some or all of the Applicants and/or any other person;
- g)** exercise any other right or option provided for in, or in connection with this Call for Applications, including the rights and options set out in the applicable by-laws, policies and procedures established by the City;
- h)** do nothing in relation to the Applications or the Call for Applications.

## **10. Verification**

The City reserves the right to verify with any Applicant or with any other person any information provided in its Application but shall be under no obligation to receive further information. The City may rely on the representations, experience and expertise of the Applicants as set out in their Applications.

## **11. Ownership, Confidentiality, and Accuracy of City-Provided Data**

The Call for Applications and all correspondence, documentation and information provided by City staff to any Applicant in connection with, or arising out of this Call for Applications, or the acceptance of any Application (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 Applicants as confidential;
- c)** must not be used for any purpose other than for replying to this Call for Applications, and for fulfillment of any related subsequent Agreement; and



- d) immediately upon the request of the City, must be returned by the Applicant 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. Use of or reliance by Applicants on the City Materials shall be at the Applicant's sole risk and without recourse against the City.

## **12. Ownership and Disclosure of Application Documentation**

The documentation comprising any Application submitted in response to this Call for Applications, along with all correspondence, documentation and information provided to the City by any Applicant in connection with, or arising out of this Call for Applications ("Application Materials"), once received by the City:

- shall become the property of the City and may be appended to an Agreement with a successful Applicant;
- 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 Applicants are advised to identify in their Application material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Applicant's name and Application may be made public. Application Materials will, as necessary, be made available:

- on a confidential basis, to advisers retained by the City to advise or assist with the Call for Applications 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 Application or any other Application Materials.

## **13. Intellectual Property Rights**

Each Applicant warrants that the information contained in its Application 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 Application.

#### **14. Failure or Default of Applicant**

Without prejudice to any other right or remedy available to the City under the Call for Applications or at law, if the Applicant, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Applicant under the terms of the Call for Applications, the City may disqualify the Applicant from the Call for Applications and/or from competing for future solicitations issued by the City.

In addition, the City may withdraw any offer of assistance awarded to the Applicant as a result of its Application and a contravention of these terms and conditions may also be grounds for the termination of any agreement entered into with the Applicant in connection with the Call for Applications.

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

#### **15. Governing Law**

This Call for Applications and any Application submitted in response to it and the process contemplated by this Call for Applications 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 Call for Applications or this Call for Applications process will be determined by a court of competent jurisdiction in the Province of Ontario.

If any provision of the Call for Applications 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 Call for Applications; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

#### **16. Limitation of Liability**

Notwithstanding anything in the Call for Applications 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 Applicant and prospective Applicant 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 Call for Applications;
- b)** participation of any such person in the Call for Applications process; or
- c)** the City's acts or omissions in connection with the conduct of the Call for Applications process, including the acceptance, non-acceptance or delay in

acceptance by the City of any Application. 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 an application to the City, each Applicant 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 Applicant 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 Call for Applications, the total liability of the City to any Applicant or any other person participating in the Call for Applications 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 Applicant's cost of preparing its Application.