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APPENDIX 1 - RFP PROCESS TERMS AND CONDITIONS

1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the requirements before submitting a Proposal;
- (c) to become familiar, and (if it becomes the successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website 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 and Questions

All contact and questions 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 the RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the City's Procurement Processes Policy provides that any Proponent found in breach of the policy may be subject to disqualification from this RFP or a future RFP or calls at the discretion of Council.

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

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 up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals. The City's Housing Secretariat will make reasonable efforts to issue the final

Addendum (if any) in a sufficient time prior to the closing deadline to allow Proponents to submit their Proposals.

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

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

Any reference in the RFP to any document comprising the RFP includes any amendments to such document made in accordance with this section.

4. Questions

Proponents finding errors, omissions, conflicts, ambiguities or discrepancies in the RFP or having questions, comments or concerns regarding the RFP, its process and related matters ("Questions") may submit such Questions to the City Contact using the communication method set out in the RFP.

The City will make reasonable efforts to respond to Questions received by the deadline for Questions set out in the RFP. However, the City shall have no obligation to respond to any or all Questions, and the City's determination as to whether or not it will respond to any Question shall be in the City's sole and absolute discretion. The onus is on each Proponent to confirm the City has received all correspondence from the Proponent.

Although it is the City's practice to make available to all Questions received as well as responses to such Questions: (i) for Questions of an administrative nature; or (ii) where a Proponent's Question is identified as commercially confidential in nature and where, the City in its sole and absolute discretion deems the Question or response to be commercially confidential, the City may provide a response only to that Proponent. The City reserves the right to edit Questions for clarity and applicability to all Proponents generally.

Pursuant to the article above titled “Addenda”, responses to Questions prepared and circulated by the City are not RFP documents and do not amend the RFP, unless such responses form part of an Addendum.

5. Exceptions to Mandatory Requirements, Terms and Conditions

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

6. Incurred Costs

The City will not be liable for, nor reimburse, any Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be. The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

7. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the contact for the Housing Secretariat designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

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

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

8. Gifts or Favours Prohibited

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gifts, favours or inducements of any kind to any City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the selection process or management of any resulting agreement.

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

9. Acceptance of Proposals

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

The City may, without incurring any liability or cost to any Proponent:

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

10. Verification

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

representations, experience and expertise of the Proponents as set out in their Proposals .

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

The RFP and all correspondence, documentation and information provided by City staff to any Proponent in connection with, or arising out of this RFP, or the acceptance of any Proposal (the "City Materials") and all intellectual property rights therein:

- a) are and shall remain the sole property of the City;
- b) must be treated by Proponents as confidential;
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement; and
- d) immediately upon the request of the City, must be returned by the Proponent to the City and all electronic copies must be destroyed.

Unless and to the extent provided otherwise in any resulting agreement(s), the City and its advisers make no representation or warranty as to the accuracy or completeness of the City Materials, and disclaim all express and implied representations, warranties and conditions in connection with the City Materials. Any quantities shown or data contained in the City Materials are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the project. Use of or reliance by Proponents on the City Materials shall be at the Proponent's sole risk and without recourse against the City.

It is the Proponents' responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:

- verify and confirm the accuracy and completeness of the City Materials, unless and to the extent provided otherwise in any resulting agreement(s);
- satisfy themselves as to all existing conditions affecting the Project or any resulting agreement(s); and
- prepare their Proposals in response to the RFP

12. Ownership and Disclosure of Proposal Documentation

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

- a) shall become the property of the City and may be appended to the Agreement with the successful Proponent;
- b) shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

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

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

- on a confidential basis, to advisers retained by the City to advise or assist with the RFP process;
- to members of Council in accordance with the City's procedures; and
- to members of the public pursuant to MFIPPA.

The City will not return the Proposal or any other Proposal Materials.

13. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify, defend and save harmless the City and its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel, if any, against all claims, actions, suits and proceedings brought against or losses, costs, expenses, or damages suffered, sustained or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal

14. Failure or Default of Proponent

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

abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

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

15. Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by and construed in accordance with the applicable City by-laws and policies, the laws of the Province of Ontario, and the federal laws of Canada. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

If any provision of the RFP or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the RFP; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

16. RFP Dispute Procedure

- (a) Proponents should seek a resolution of any dispute arising from the RFP by communicating directly with the Executive Director, Housing Secretariat as soon as possible from the time when the basis for the dispute became known to them. Any dispute must be received in writing by the Executive Director, Housing Secretariat no later than ten (10) days after the date of the award notification, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.
- (b) Any written dispute that cannot be resolved by the Executive Director, Housing Secretariat through consultations with the Proponent, shall be referred by the Executive Director, Housing Secretariat to the Deputy City Manager, Community & Social Services or their

designate(s) for an impartial review, based on the following information:

- (i) A specific description of each act or omission alleged to have materially breached the RFP process;
- (ii) A specific identification of the provision in the RFP process that is alleged to have been breached;
- (iii) A precise statement of the relevant facts;
- (iv) An identification of the issues to be resolved;
- (v) The Proponent's arguments, including any relevant supporting documentation; and
- (vi) The Proponent's requested remedial action.

(c) The Deputy City Manager or their designate(s), in consultation with the City Solicitor, may:

- (i) Dismiss the dispute; or
- (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 above (RFP Dispute Procedure).

APPENDIX 2 - DEFINITIONS

Throughout this Request for Proposals, unless inconsistent with the subject matter or context,

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

"Affordability Period" means from the date of first occupancy until the end of the term of the Lease, during which the Contribution Agreement between the City and the Successful Proponent will be in effect and the project must be managed as affordable rental.

"Affordable Rent" or **"Affordable Rents"** means Monthly Occupancy Costs at or below the lesser of the City's Affordable Rents and the Provincial Affordable Rents.

"Affordable Rental Housing" means the rental housing that is developed and operated in accordance with this RFP and the Contribution Agreement.

"Average Market Rents" or **"Average Rents"** or **"AMR"** means average monthly City-wide rents by unit type as determined by the end-of-year survey of City-wide rents for the prior calendar year published by CMHC; 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 acting reasonably.

"City" means the City of Toronto.

"City's Affordable Rents" means Monthly Occupancy Costs, as determined by the City and published on the City's website, that are at or below the lesser of Average Market Rent or 30% of the before-tax monthly income of renter households in the City as follows:

1. studio units: one-person households at or below the 50th percentile income;
2. one-bedroom units: one-person households at or below the 60th percentile income;
3. two-bedroom units: two-person households at or below the 60th percentile income;

4. three-bedroom units: three-person households at or below the 60th percentile income

“City Benefits” refers to a range of City funding and Incentives provided to support the development of Affordable and Rent-Controlled Homes.

“Community Housing (or non-market housing)” means Social and affordable housing that is owned and/or operated by Community Housing Providers, as well as Toronto Community Housing Corporation (TCHC), and Toronto Seniors Housing Corporation (TSHC).

“Community Housing Providers” collectively refers to Non-Profit Housing Organizations, Non-Profit housing Co-operatives ("Co-ops"), and Indigenous Housing Providers.

“Contribution Agreement” means the written agreement, substantially in the form of the written agreement attached to this RFP, entered into between the City and the Successful Proponent with respect to the development and operation of the affordable housing contemplated by this RFP.

“Council” means Toronto City Council.

“Indigenous Housing Providers” means Non-Profit Housing Organizations that are assessed based on meeting all of the following criteria:

- Organization identifies itself as Indigenous;
- Board is comprised primarily of Indigenous members*; and
- Organization is mandated to serve primarily Indigenous clients.

*Will be met if the Board is primarily comprised of members self-identifying as Indigenous.

“Incentives” refers to a variety exemptions and/or waivers provided by the City, unless already paid and/or not exempted by provincial legislation including from development charges, parkland dedication fees, community benefits charges, planning application fees, building permit fees, and property taxes.

“Lease” means the lease, incorporating the Key Terms and Conditions to this RFP and on such form and content satisfactory to the Executive Director, Housing Secretariat, entered into between the City and the Successful Proponent with respect to Parkdale Hub, Phase 1 – West Block (Block A)..

“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.

“Non-Profit Housing Co-operative” means a co-operative corporation in good-standing incorporated as a non-profit housing co-operative as defined in the Co-operative Corporations Act, R.S.O. 1990, c. C.35.

“Non-Profit Housing Organization” : means a corporation in good standing incorporated under the Not-for-Profit Corporations Act, 2010, S.O. 2010, c.15 or the Canada Not-for-Profit Corporations Act, S.C. 2009, c.23, and includes an Indigenous Housing Provider or community land trust organized on a not-for-profit basis.

“Offer to Lease” means the offer to lease for Parkdale Hub, Phase 1 – West Block (Block A), referred to in Section 2.7 and attached as Appendix 12 to this RFP and which Offer to Lease must be signed and submitted with your Proposal.

“Person” means any individual, partnership, corporation, trust, unincorporated organization, municipality, government, or governmental agency or any combination thereof.

“Proponent” means a legal entity, being a person, joint venture, partnership or firm that submits a Proposal in response to this formal RFP.

“Proposal” means a proposal submitted by a Proponent in response to this Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“Provincial Affordable Rents” means the affordable rents by bedroom type set out in the “Affordable Residential Units for the Purposes of the Development Charges Act, 1997 Bulletin”, as it is amended from time to time, that is published by the Minister of Municipal Affairs and Housing pursuant to section 4.1(2) of the Development Charges Act, 1997, S.O. 1997, c. 27, or successor legislation.

“Rent-geared-to-income (RGI) homes” means housing where rent is no more than 30% of a household’s monthly Adjusted Family Net Income (AFNI)

“Rent-Controlled Homes” means rental homes where Monthly Occupancy Costs are at or below one hundred fifty percent (150%) of the Average Market Rents when first charged to a new tenant, and that are increased in respect of a

tenancy not more than annually and by no more than the Rent Increase Guideline plus two percent;

“Rent Increase Guideline” means the prevailing rent increase guideline established each calendar year pursuant to the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, or any successor legislation;

“RFP” means this Request for Proposals package in its entirety, inclusive of all Appendices and any bulletins, guidelines or Addenda that is issued by the City.

“Successful Proponent” means the Proponent with whom the City enters into a Contribution Agreement.

“Supportive Housing” means housing where additional wrap around support services are provided to tenants to improve their housing stability, health, and well-being. These homes are generally operated with rents geared to income and prioritized for individuals experiencing or at risk of homelessness.

“West Block (Block A)” means lands described in Appendix 7, together with any buildings or improvements thereon from time to time.

APPENDIX 3 - STAGE 1 SUBMISSION REQUIREMENTS FORM

STAGE 1 – Minimum Necessary Experience of Proponent – Pass/Fail

Stage 1 is a mandatory Pass/Fail. Proponents must be able to answer yes to all of the following questions in order to proceed to Stage 2 evaluation.

Note: *For the purposes of all submission requirements in both Stages 1 and 2, the word "Proponent" shall be read to include all component parts of the legal entity responding to this Request for Proposals. If, for example, the Proponent is a new corporation, a corporation to be incorporated if successful, a joint venture or a partnership, at least one component of that Proponent must be able to answer "yes" to each of the questions below to qualify to proceed to Stage 2. It is not necessary for all components of a Proponent to be able to answer "yes" to each question, so long as one component is able to do so. The same principle applies for the submission requirements in Stage 2.*

The Proponent:

- Is an incorporated non-profit or co-operative housing organization.
Yes_____ No_____
- Has owned or leased property(ies) on which it has operated affordable or social housing.
Yes_____ No_____
- Has operated affordable or social housing for a minimum of 10 years.
Yes_____ No_____
- Has operated affordable or social housing of 40 units or more.
Yes_____ No_____
- Is not and never has been in default under the terms of any financing or operating agreement with any government ministry, municipality or financial institution.
Yes_____ No_____
- The Board of Directors of the Proponent has approved the submission of this Proposal.
Yes_____ No_____

Signature:

.....
I have authority to bind the corporation

APPENDIX 4 - MANDATORY SUBMISSION FORMS

(See Attached Fillable Form)

APPENDIX 5 - SUBMISSION CHECKLIST

- ☐ Letter of Introduction
- ☐ Table of Contents
- ☐ Summary of Proposal
- ☐ Signed Offer to Lease
- ☐ Vision and Community Building Capacity (and Community Benefits)
- ☐ Development Qualifications
- ☐ Management Qualifications
- ☐ Corporate Financial Viability, Capital Funding and Financing Plan
- ☐ Operating Plan
- ☐ Development Plan and Schedule

- ☐ Stage 1 Submission Requirements Form

- ☐ Appendix 4 Mandatory Submission Forms

- ☐ Appendix 9 Budget Forms

APPENDIX 6 - LINKS TO BACKGROUND DOCUMENTS IN THE RFP

City of Toronto Affordable Rental Housing Design Guidelines

<http://www1.toronto.ca/City%20Of%20Toronto/Affordable%20Housing%20Office/Shared%20Content/pdf/Rental%20Design%20Guidelines.pdf>

Growing Up Urban Design Guidelines

[Growing Up: Planning for Children in New Vertical Communities – City of Toronto](#)

Tall Building Design Guidelines

[Tall Buildings – City of Toronto](#)

Toronto Green Standard – Version 4, Mid to High-Rise Residential

[Toronto Green Standard Version 4 – City of Toronto](#)

Ontario's Residential Tenancies Act (RTA)

<https://www.ontario.ca/laws/statute/06r17>

Council Decision regarding Maximum Annual Rent Increases for Market Rental Housing

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2020.PH14.3>

Site and Area Specific Policy 566

[SASP 566. Parkdale Main Street and West Queen West \(toronto.ca\)](#)

Energy Consumer Protection Act 2010 and Ontario Regulation 389/10

<https://www.ontario.ca/laws/regulation/100389>

Community Benefits Framework

<https://www.toronto.ca/city-government/accountability-operations-customer-service/long-term-vision-plans-and-strategies/community-benefits-framework/>

APPENDIX 7 – SITE DETAILS FOR PARKDALE HUB – WEST BLOCK (BLOCK A)

The following is provided for information purposes only and may not include all applicable requirements and conditions. It is the responsibility of all Proponents to undertake the necessary due diligence to ensure that submissions meet all requirements and conditions concerning the property.

Table 7-1: Key information

Address:	1337 and 1345 Queen Street West Note: a portion of 1325 Queen Street West (PIN 21302-0044) identified as 'PART 2' in Plan 66R-34409 is also identified as Block 'A' although much of 1325 Queen St W, a Toronto Parking Authority property, will remain in Centre Block (Block 'B1'). 'PART 3' Plan 66R-34409 will be for Centre Block.
Location:	Major intersection: Queen Street West and Dufferin St.
Legal Description	LOT 5 PLAN 382 PARKDALE, PART LOTS 4, 6, 92 PLAN 382 PARKDALE, PART 1 66R33321; CITY OF TORONTO.
Property Identification Number (PIN)	21302-0043 (LT)
Ownership:	City of Toronto
Encumbrances:	<ol style="list-style-type: none"> 1. Overhead hydro wires crossing the subject lands 2. Billboard and metal platform located in the vicinity of the northwest corner of the subject lands 3. Three metal ducts (above grade) extend east from the east side of the brick building at #269 Dunn Avenue 4. Steel ladder (above grade, shown in detail A) extends east from the east side of the brick building at #269 Dunn Avenue.
Ward:	4 (Parkdale-High Park)

Figure 7-1: Plan 66R-34409, wherein Parts 1 and 2 reflect the boundaries of the Demised Premises
(Also available as a separate attachment.)

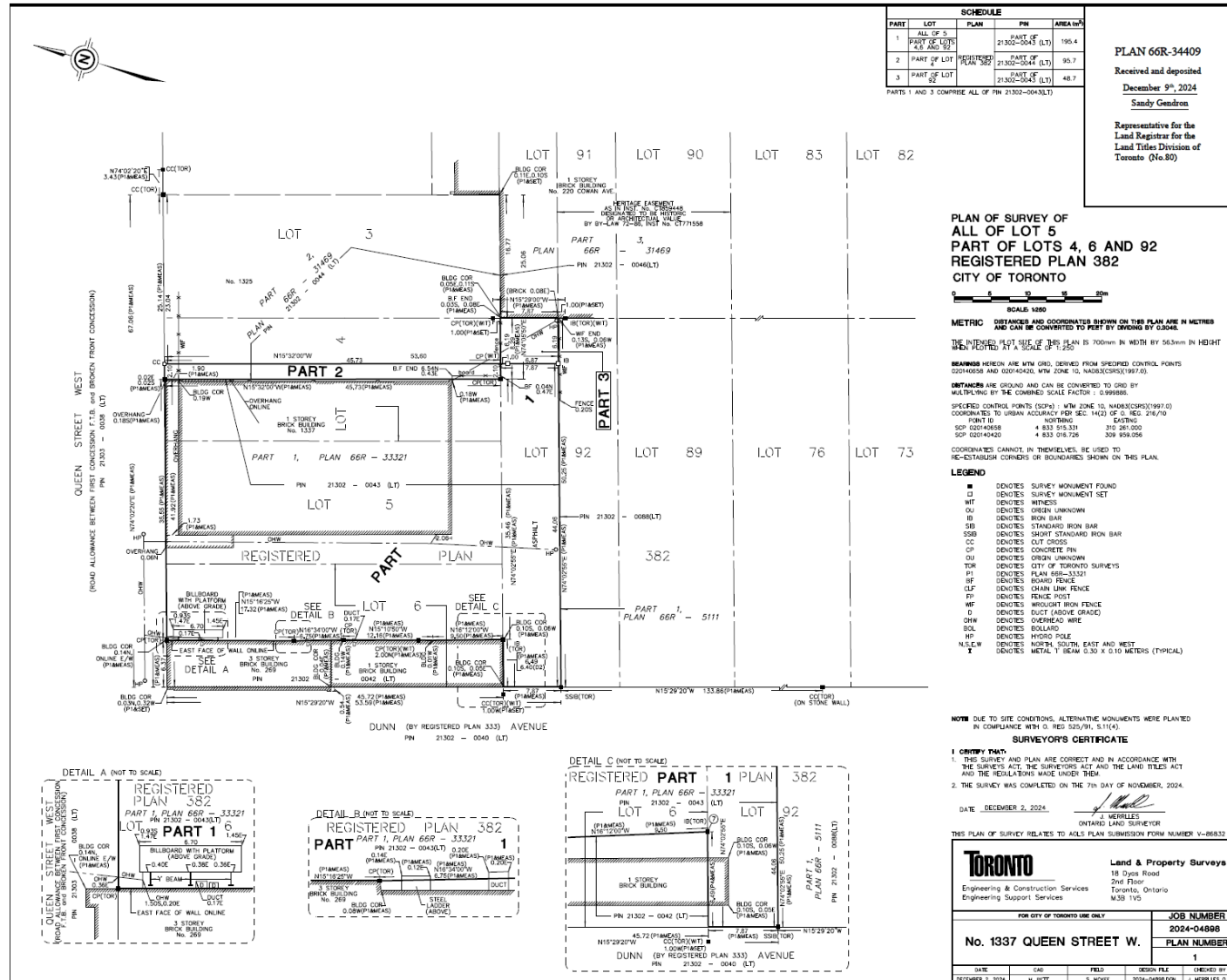
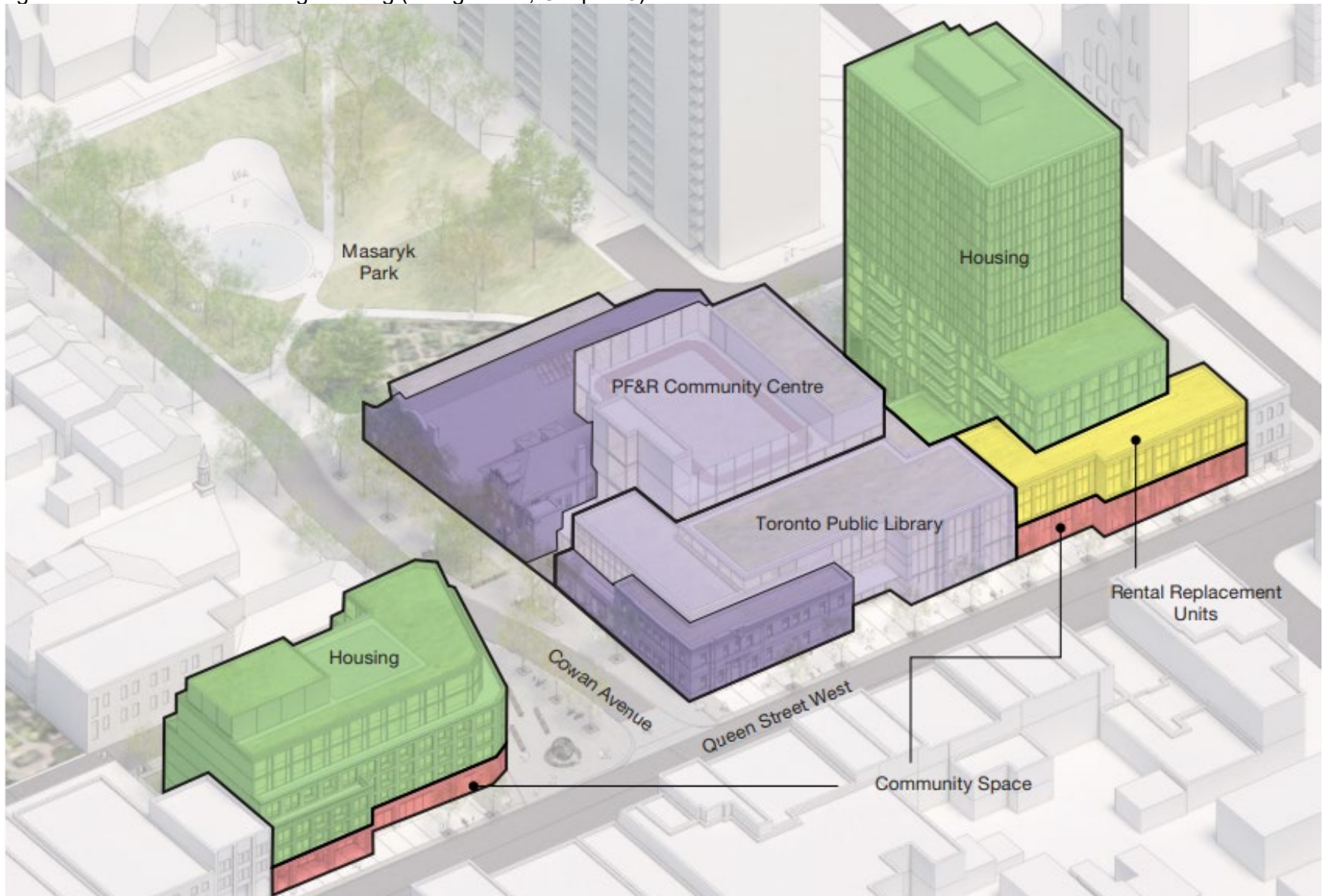


Figure 7-2: Built Form and Programming (Design Brief, Chapter 3)



CREATE TO

LEGEND

- EXISTING PROPERTY LINE TO REMAIN
- EXISTING PROPERTY LINE TO BE REMOVED
- PROPOSED PROPERTY LINE
- AREA TO BE CONVEYED TO CITY OF TORONTO
- AREA SUBJECT TO HERITAGE EASEMENT
- AREA SUBJECT TO EASEMENT

Revisions:

NO.	DATE	DESCRIPTION
5	2023-07-07	ISSUED FOR ZBA 1 REVIEW 4
4	2023-06-22	REVISED FOR ZBA 1 REVIEW 3
3	2023-05-17	REVISED FOR ZBA 1 REVIEW 2
2	2023-04-14	ISSUED FOR ZBA 1 PRE-SUBMISSION
1	2023-04-18	ISSUED FOR ZBA 1 PRE-SUBMISSION

DTAH Architects Limited

dtah

CreateTO PARKDALE HUB
1337-1337 QUEEN STREET WEST
TORONTO, ON

DRAWING TITLE:
PROPERTY PLAN

DATE: 2023-07-04
SCALE: 1/250
PROJECT NO.: 20-0419-B
DRAWN BY: JG
CHECKED BY: BB

A100

APPENDIX 8 - CURRENT RENT LEVELS

Rental Housing Supply Program

With City Council's decision to launch the Rental Housing Supply Program (2024.PH13.8), the following two distinct categories of rents will be considered for funding and exemption of City fees and charges under the Program.

Unit Type	Affordable Rents	Rent-controlled Homes 150% Average Market Rent*
Studio	\$1,109	\$2,184
1-bedroom	\$1,404	\$2,572
2-bedroom	\$1,985	\$2,977
3-bedroom	\$2,190	\$3,385

*Aligned with Official Plan's definition of Mid-Range (Moderate) Rents where rents are above the average City of Toronto rent, by unit type, as reported by CMHC, but equal to or below 150% of the average City of Toronto rent, by unit type.

The rents outlined above, are the current RHSP rents to be used in preparing Proposals for the net new affordable units. However, the City will use the affordable rents published by the City for the year of occupancy to approve initial rents at that time.

Rental Replacement Units

Operating assumptions for the nine rental replacement units should be \$1,180 (utilities inclusive). Actual rent for tenants of the replacement units will be determined through the Access Plan at the time of first occupancy; annual increase will be by provincial guidelines under the Residential Tenancies Act for 10 years.

APPENDIX 9 - BUDGET FORMS

(See fillable Excel spreadsheet)

APPENDIX 10 - 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 11 – PARKDALE HUB - WEST BLOCK (BLOCK A) KEY TERMS SHEET

(attached in Offer to Lease)

APPENDIX 12 - FORMS OF AGREEMENT

12-1. Offer to Lease

(see attached)