

# Request for Proposals

## Quayside - Phase 1: Opportunity to Build, Own and Operate Affordable Rental Homes on City-owned Land

July 7, 2025



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## **NOTICE TO POTENTIAL PROPONENTS**

### **REQUEST FOR PROPOSALS**

#### **For Selection of Non-profit Housing Organizations to Build, Own and Operate Affordable Rental Homes on City-owned Land at Quayside - Phase 1**

Please review the attached document and submit your Proposal to the address below by the closing deadline of **4:00 pm (local Toronto time) on August 8, 2025**

Proposals will not be considered unless received by the date and time specified above and received by the Housing Secretariat as specified below.

<b>INFORMATION SESSION</b>	<b>Monday July 21, 2025 at 11:00 am</b> <b>Online</b>
<b>DEADLINE FOR QUESTIONS (in writing only)</b>	<b>July 28, 2025 at 4:00 pm</b>
<b>ADDENDA</b>	Addenda will be issued with answers to questions raised in the Information Session and questions received in writing. Addenda will be posted on the Housing Secretariat Website under Open Requests for Proposals at: <a href="http://www.toronto.ca/affordablehousing">www.toronto.ca/affordablehousing</a>
<b>City Contact:</b> housingsecretariatRFP@toronto.ca	
<b>CLOSING DEADLINE</b>	<b>August 8, 2025 4:00 pm</b>

The City of Toronto will not be held responsible for submission documents that are not submitted in accordance with the instructions below.

## **Request for Proposals**

### **Opportunity to Build, Own and Operate Affordable Rental Homes on City-owned Land at Quayside - Phase 1**

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## 1.0 INTRODUCTION

Quayside-Phase 1 is part of a long-term vision of the City of Toronto (City) and Waterfront Toronto (WT) to build a multi-use, inclusive community on the waterfront. Waterfront Toronto is the revitalization lead and master developer for the East Bayfront precinct, where Quayside Phase 1 is located.

Quayside-Phase 1 is the area bounded Queens Quay East to the south, Bonnycastle Street to the west, Lake Shore Boulevard to the north and Small Street to the east. For more information, please review the [Quayside Business and Implementation Plan](#) as adopted by Council on July 19, 2022.

In February 2022, Waterfront Toronto selected Quayside Impact Limited Partnership (QILP), as Waterfront Toronto's Development Partner of Quayside lands. In this RFP, "QILP" means the partnership, or an affiliate of the partnership or one of its partners.

The **affordable housing project at Quayside - Phase 1 (the "Project")** will include approximately 549 affordable rental homes spread across four buildings. Through this Request for Proposals (RFP), the City is seeking up to four qualified and experienced Indigenous, non-profit, or co-operative housing organizations (Proponents) that have the capacity and experience to work co-operatively and effectively with the above-mentioned parties as part of developing a net-zero carbon community, serving people of all ages, backgrounds, abilities and incomes.

The Project aims to bring together the development experience of the private sector (QILP), the operating experience and financial capacity of the Successful Proponent(s), and government support by way of funding, financial incentives, and financing programs. Canada Mortgage and Housing Corporation (CMHC) is crucial in delivery of affordable rental housing, and Successful Proponents selected through this RFP will need to meet the criteria for CMHC's Affordable Housing Fund (AHF) and apply directly to CMHC for funding and financing based on the Project details.

The Successful Proponent(s) will:

- Lease land parcels from the City of Toronto for 99 years at nominal rent to construct, own and operate the affordable rental homes;
- Apply to CMHC under the Affordable Housing Fund (AHF) for construction funding and financing, and upon approval by CMHC, will enter financing agreements with CMHC;
- Enter into agreements with QILP (or a related entity) who will be the Development Manager for the Project;
- Enter into agreements with the Quayside Construction Manager (e.g. a form of CCDC-5B) who will construct the Project;
- Depending on the number of Successful Proponent(s), enter into an agreement with an "Owner's Representative" to be selected by the City to assist with coordination of

development and construction of the Project with the Development Manager and Construction Manager.

- Enter into such other agreements with QILP (or related entities), the City, WT, and/or CMHC as may be necessary to address design, construction, and financing coordination, cost sharing, decision-making, step-in rights and shared facilities, among other matters as between the parties; and,
- Enter into agreements with the City for the operation of the affordable rental homes.

Please note:

- Project information (such as unit counts and sizes) included in this document are to be considered conceptual estimates and subject to change.
- Legal agreements noted above and in Section 3.1 below are currently being negotiated with QILP, WT and the City and it is anticipated that Successful Proponents will need to enter into or assume the agreements that have been negotiated. The terms and conditions of applicable agreements, to the extent they are finalized, will be provided to top-ranked Proponent(s) during the Contract Negotiation Period.

Please see Appendix 1 for definition of key terms in this RFP.

## **1.1 Purpose**

The purpose of this RFP is to select up to four (4) qualified and experienced Indigenous, non-profit, or co-operative housing organizations to finance, construct, own and operate the following affordable rental housing located in Blocks 1B, 1C1, 1C2 and 1C3 of Quayside Phase 1 (the ARH Block(s)) on land leased from the City for a total of approximately 549 affordable rental homes (ARH units):

- Approximately 170 ARH units stratified within a mixed-income purpose-built rental building (mix of market and affordable rental home) (Block 1B). Market rental homes will be owned by QILP.
- Three (3) stratified affordable housing buildings with approximately 140, 120 and 120 ARH units respectively (Blocks 1C1, 1C2 and 1C3). These buildings will have ground floor commercial space and a rooftop urban garden that will be owned and operated by QILP (or a related entity) but all residential space will be affordable housing.

Proponents are invited to submit a proposal for any, or any combination of, ARH Blocks outlined above (Blocks 1B, 1C1, 1C2, and/or 1C3). Proponents should clearly indicate which ARH Block(s) are part of the Proponent's proposal.

**NOTE- if you are applying for more than one ARH Block, you will be required to submit Block specific information as further outlined in Section 5.**

The City will score higher Proposals that are submitted by:

- one eligible and qualified Proponent for more than one ARH Block in the Project;
- one eligible and qualified Proponent representing a consortium of experienced Indigenous, non-profit, or co-operative housing organizations for all ARH Blocks in the Project.

The Successful Proponent(s) will be requested to enter into direct contract negotiations to finalize legal agreements with the City and other relevant parties in relation to the Project. It is the City's preference to select and enter into agreements with one legal entity for all ARH Blocks in the Project, but the City may select and enter into agreements with up to four (4) legal entities.

## 1.2 Who Should Apply

Proponents must be:

- Non-Profit Housing Organizations,
- Non-Profit Housing Co-operatives
- Indigenous Housing Providers.

Please refer to Appendix 1 for definitions.

**Please note where the Proponent(s) has been formed specifically for the purposes of this RFP, the Non-Profit Corporation that directly or indirectly controls the Proponent(s) must meet the following requirements.**

Proponents must:

- have owned or leased property(ies) on which they have operated affordable or social housing;
- have operated affordable or social housing of similar or larger size and scope for a minimum of five (5) years;
- not be and never have been in uncured or prolonged default under the terms of any financing or operating agreement with any government, ministry, municipality or financial institution, and,
- have secured approval from its Board of Directors for the submission of this Proposal.

Additionally, the City is seeking Proponents with:

- Demonstrated ability to respond to the diverse housing needs and demands of low- and moderate-income Toronto residents, including Indigenous residents, Black communities and those from equity deserving groups, including racialized people, seniors, women and 2SLGBTQ+ people.
- Demonstrated experience operating affordable rental housing, providing sound property management, maintaining the building in a state of good repair, and

appropriate supports to residents, and integrating housing successfully into the surrounding community.

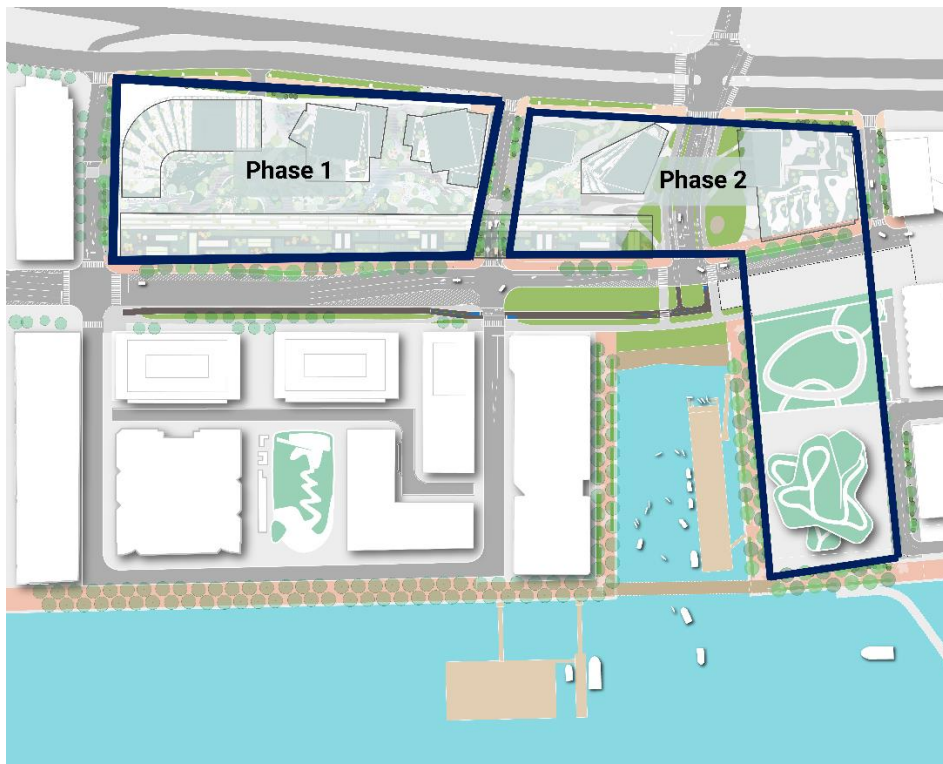
- Demonstrated financial track record of operating affordable housing and capacity to create a sound financial plan for the affordable rental housing, either independently or as part of a non-profit led consortia/partnership.
- Demonstrated experience securing financing for affordable housing similar in scope to the financing requirement for the affordable housing blocks outlined in this RFP.

**NOTE** - Experience in securing construction financing, construction and operation of housing, particularly affordable housing, and fiscal responsibility of the Proponent and the Proponent's team are the primary evaluation factors of this RFP. Please see section 5 of this RFP for detailed requirements.

### 1.3 Quayside Overview

Situated at Queens Quay East and Parliament Street, the Quayside site comprises approximately 4.9 hectares (12 acres), including 3.2 hectares (8 acres) of development sites. The site is split into two phases (see Figure 1 below).

*Figure 1 - Quayside Phases*





The vision for Quayside is to build a sustainable, livable, and integrated community with a mix of market and affordable housing, and significant community amenities and benefits. Quayside will meet the following Waterfront Toronto's Green Building Requirements:

- Canada Green Building Council *Zero Carbon Building – Design Standard* certification
- Reduced thermal energy demand and energy use intensities
- Reduced embodied carbon emissions
- Enhanced climate resilience
- Enhanced biodiversity
- Prioritization of low-carbon, non-toxic building materials

The developments in Phases 1 and 2 have approximately 4,700 residential units in varying sizes and tenures and approximately 14,000 square metres of non-residential uses, including commercial, retail, and community space. Public realm and enabling infrastructure works to be delivered by Waterfront Toronto include the Queens Quay East extension, realignment of Parliament Street, plazas at the intersection of Parliament and Queens Quay East., local streets, an extended Water's Edge Promenade and a 0.47 hectare park.

In addition to housing, Quayside-Phase 1 will include:

- a 1.5 acre "Community Forest" open space between buildings on Blocks 1 & 2 (including 4,100 square metres secured as a Privately-Owned Publicly Accessible Space);
- a rooftop urban garden and ground floor retail in Block 1C;
- a Community Hub in Phase 1 of Quayside which may include services such as providing health and wellness services among other community-oriented services, and community support such as a communal kitchen, and a private childcare facility. Ground floor retail will be located along Queens Quay.

The rezoning application for Quayside- Phase 1 [was adopted](#) by City Council in July 2024, and subsequently site plan approvals for Phase 1 are anticipated to be secured by mid-2026.

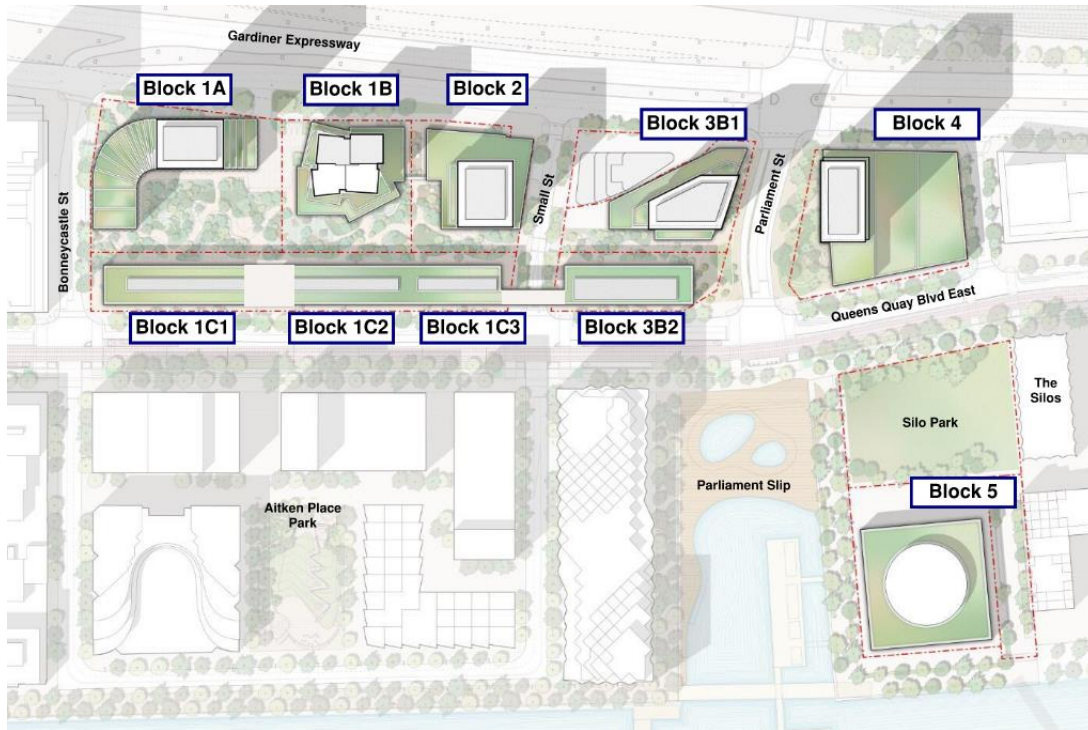


Figure 2- Quayside Phases 1&2 Block Plan

## 2.0 AFFORDABLE RENTAL HOUSING UNITS IN PHASE 1

The Project will include approximately 549 affordable rental homes. See Table 1 for the approximate number of units anticipated in each of the ARH Blocks.

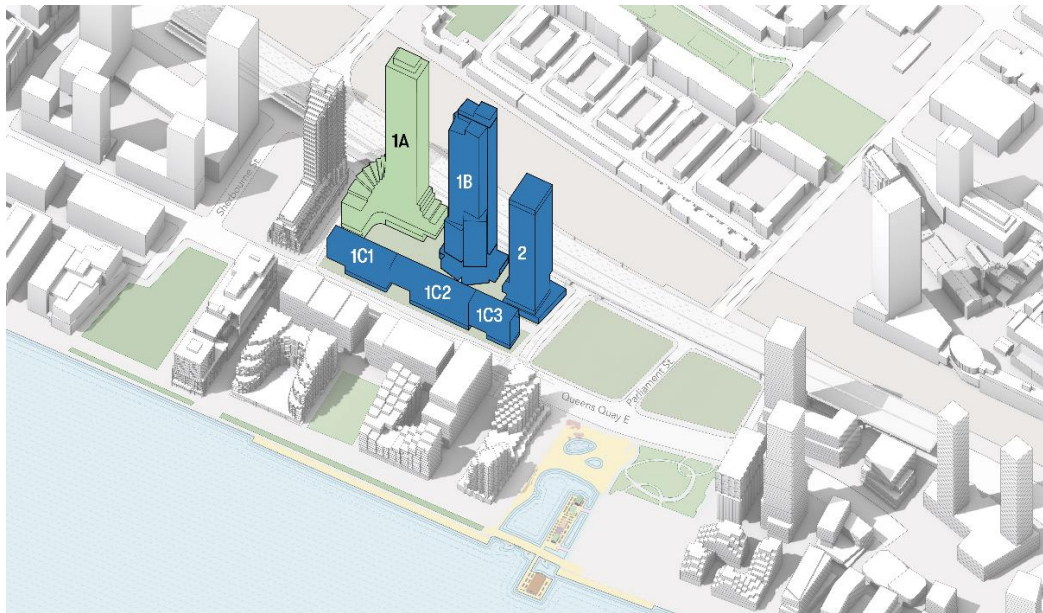


Figure 3 - Quayside Phase 1 Buildings

**Table 1 – Estimated Number of Units (all estimates are subject to change)**

Phase 1	Type	ARH Units	Est. ARH GFA (sq. Ft)	Total Units	ARH Location within building
Block 1A	Condominium	0	0 sq. Ft	1,060	N/A
Block 1B	Purpose-built rental including affordable rental	170	145,000 sq. Ft	770	Levels 4-18
Block 1C1	Affordable rental	141	128,000 sq. Ft	141	Above ground floor retail and below urban garden
Block 1C2	Affordable rental	119	105,000 sq. Ft	119	Above ground floor retail and below urban garden
Block 1C3	Affordable rental	119	105,000 sq. Ft	119	Above ground floor retail and below urban garden
Block 2	Purpose-built rental	0	0 sq. Ft	670	N/A

- **Block 1B**

Block 1B will be a high rise building that will include a mix of market and affordable rental homes.

The stratified parcel where the affordable rental homes will be located will be transferred to the City by QILP and leased to the Successful Proponent prior to construction start.

The affordable rental homes within Block 1B will:

- be delivered in a contiguous block of units within the building.
- be located on the lower floors of the building, below market rental homes.
- share the same lobby, underground access, and mechanical and electrical systems with the market housing component within the building, which will be governed by a shared facilities agreement.
- have dedicated visitor and bike parking only (to be shared with Block 1C).
- have a dedicated amenity space within the affordable housing floors.

All non-affordable housing components in Building 1B will be owned and managed by QILP. Any facilities that are shared with 1C or with the market residential component in 1B will be subject to one or more shared facilities agreements.

- **Blocks 1C1, 1C2, 1C3**

Blocks 1C1, 1C2, and 1C3 will include affordable rental homes, commercial space on the ground floor, and a rooftop urban garden.

The stratified parcel(s) where the affordable rental homes will be located will be transferred to the City by QILP and leased to the Successful Proponent(s) prior to construction start.

Blocks 1C1, 1C2, and 1C3 will function largely independently with their own entrance and below grade servicing areas and bike parking. There will be direct below-grade access to visitor parking and Type C loading located in Block 1B. Any facilities that are shared with the non-residential component in 1C or with 1B will be subject to one or more shared facilities agreements.

The commercial spaces on the ground floor and rooftop urban garden will be stratified and owned by QILP. The urban garden has its own dedicated elevator access from ground floor. The impact on Successful Proponent(s) should be minimal. Urban garden space is not publicly accessible - except for programming use.

- **ARH Unit Sizes and Types**

See table 2 for approximate ARH unit sizes and types that are anticipated to be delivered in the Project. The exact unit specifications will be refined and finalized as part of schematic design process anticipated to be completed by Q3-2025.

**Table 2 - Unit Size and Mix by bedroom type (all estimates are subject to change).**

	<b>1B</b>	<b>1C1</b>	<b>1C2</b>	<b>1C3</b>
<b>Unit Mix</b>	Studio - 16 1 bed - 51 2 bed - 68 3 bed - 26 4 bed - 9	Studio - 15 1 bed - 42 2 bed - 56 3 bed - 21 4 bed - 7	Studio - 13 1 bed - 35 2 bed - 47 3 bed - 18 4 bed - 6	Studio - 13 1 bed - 35 2 bed - 47 3 bed - 18 4 bed - 6
<b>Unit Size</b>	Studio - 400 sq ft 1 bed - 590 sq ft 2 bed - 725 sq ft 3 bed - 1,000 sq ft 4 bed - 1,175 sq ft			

The two-, three-, four-bedroom ARH units will be designed for families, including families with children.

A minimum of 20% of all ARH units will be accessible using the CMHC Affordable Housing Fund Program’s accessibility criteria. All ARH units are intended to be visitable to create a welcoming environment for all and allow visitors with varied abilities to access non-accessible units.

## 2.1 Development Timelines

Current timelines for the four ARH Blocks are as follow (these timelines are subject to change):

**Table 3 – Construction Start and Completion Timelines (all estimates are subject to change).**

<b>Phase 1</b>	<b>Estimated Construction Start</b>	<b>Estimated Occupancy</b>
Block 1B	Q3 2026	Q2 2031
Block 1C1	Q3 2026	Q1 2031
Block 1C2	Q3 2026	Q4 2030
Block 1C3	Q3 2026	Q4 2030

## 2.2 ARH Delivery Model

### 2.2.1 Land

The parcels of stratified land where the ARH units will be located will be owned by the City of Toronto and leased to the Successful Proponent(s) of this RFP under a 99-year lease (the “Head Lease”) at nominal rent (\$2 per annum). Note, given the term of the lease, land transfer tax will apply, and will be the responsibility of the Successful Proponent(s). Proponents should include land transfer tax in the budget submitted with their Proposal.

### 2.2.2 Financial Incentives

The following financial incentives are available for all ARH units in the Project. The incentives include waivers and exemptions of the following fees and charges:

- Development Charges;
- Building Permit Fees
- Planning Application Fees
- Parkland Dedication Fees;
- Community Benefit Charges
- Education Development Charges (Toronto District School Board only where applicable); and,
- Residential Property Taxes from the date of First Occupancy of the Affordable Rental Housing for the remainder of the term of the Lease, subject to Council approval.

### 2.2.3 Proponent Equity Contribution

Proponents are required to provide in their proposals, details of any financial contributions that the Proponent can make (directly or through other sources) toward the capital or operating costs, as well as the source of those contributions.

Note that this information will be scored, and proposals that demonstrate availability of additional equity funding or ability to secure additional capital or operating funding will score higher as part of the evaluation.

### 2.2.4 Construction Funding and Financing from CMHC

CMHC offers multiple programs under the National Housing Strategy with funding and favourable financing to support the creation of housing including affordable rental housing. The Project is expected to be financed by CMHC through AHF and Apartment Construction Loan Program (ACLP).

It will be the responsibility of the Successful Proponent(s) to apply under the AHF and secure construction funding and financing **for the ARH Blocks they are selected for**. Each application to AHF will be subject to underwriting by CMHC to ensure both viability and delivery of social outcomes. Subject to approval of AHF application by CMHC, Successful Proponent(s) will be the borrower(s) for the ARH Units and the AHF loans will be secured by a mortgage over the Successful Proponent's leasehold interest.

Please note:

- The City and Waterfront Toronto's contributions of land, funding, and incentives will provide the support required to be deemed a co-investing municipal partner by CMHC.
- The ARH Blocks will be designed and developed to meet CMHC's accessibility and energy-efficiency requirements to qualify for funding and/or financing under the AHF.
- CMHC's minimum requirements for AHF applications as of May 2025 are included in this RFP to facilitate CMHC's review of the Successful Proponent(s)' AHF submission to CMHC.

- The Successful Proponent(s) will need to meet CMHC’s borrower criteria and if they are not strong enough candidates on their own, additional guarantees will be required by CMHC.
- Successful Proponent(s) must have a HST Registration Number.

The anticipated funding and financing amounts that can be supported by rental revenue per ARH Block is included below:

### 2.2.5 Capital Funding

The City can make available up to \$260,000 per affordable rental home through the Rental Housing Supply Program (RHSP), subject to required Council approvals, and will work with successful proponent(s) to access additional funding sources, subject to maximizing proponent equity and CMHC funding/financing.

Please note- the Proposals submitted in response to the RFP must include sufficient details with supported relevant information that demonstrate the capital funding needed for the ARH Block(s) being applied for and the amount being requested from the City. See Section 4 for proposal submission requirements.

**Table 4 – Overview of Project Financials (all estimates are subject to change).**

Phase 1 – Affordable Housing	Project Cost <sup>1</sup>	Est. Gross Rental Revenue <sup>2</sup>	Est. Operating Cost <sup>3</sup>	NOI	Est. Forgivable Loan <sup>4</sup>	Est. Repayable Loan <sup>5</sup>	Est. Financial Incentives <sup>6</sup>	Max. RHSP Funding <sup>7</sup>
Building 1B	\$110M	\$3.6M	\$1.25M	\$2.35M	\$14.7M	\$52.1M	\$10.8M	\$142.7M
Building 1C1	\$124M	\$2.96M	\$1.03M	\$1.93M	\$14.1M	\$42.7M	\$9.1M	
Building 1C2	\$96M	\$2.5M	\$872.8K	\$1.63M	\$11.9M	\$36.1M	\$7.6M	
Building 1C3	\$94M	\$2.5M	\$872.8K	\$1.63M	\$11.9M	\$36.1M	\$7.6M	

\* Please note the estimates in Table 4 are based on the following assumptions:

1. Project cost includes hard, soft, and financing costs and contingency based on a Class D budget.
2. Rental revenue based on the applicable affordable rents in 2024 (See Section 3.2 below)
3. Operating cost ratio of approx. 35%
4. Estimated forgivable loan amount requested from CMHC is based on approx. \$100K per affordable rental home (final amount subject to CMHC review and approval)

5. Estimated repayable loan amount requested from CMHC is based on an interest rate of 3.61%. (final amount subject to CMHC review and approval)
6. Includes estimated value of municipal fees and charges for the affordable rental homes (approx. \$64,000 per unit)
7. Maximum funding that can be made available through the Rental Housing Supply Program (up to \$260,000 per door).

**Please note: as part of your proposal, you will be requested to provide your best estimates for operating costs which will change the NOI and funding and financing asks accordingly. See Section 4 for proposal submission requirements.**

#### **2.2.5.1 ARH Units in Block 1B**

<b>Party</b>	<b>Role</b>
City	Owns the stratified fee simple lands where the ARH Units will be located (the Block 1B City Lands).  Provides funding and other financial incentives for the affordable rental units.
Waterfront Toronto	Has an executed Project Agreement with QILP setting out obligations of both WT and QILP to deliver the Quayside project which include affordable housing obligations, Quayside infrastructure and public realm, design objectives (buildings and Privately Owned Public Space), ground floor animation objectives and sustainability requirements.
QILP	Owns the market rental homes, commercial space and the underlying stratified fee simple lands.  Applicant to CMHC for ACLP financing for market rental homes, commercial space and community space in 1B (together with commercial space and rooftop urban garden in 1C- see below).  QILP or a related entity will act as the Development Manager for both the market and affordable rental home  Development Manager manages the Construction Manager on behalf of the Successful Proponent and the City
CMHC	Funds and finances construction
Successful Proponent	The Tenant of the Block 1B City Lands and owns the affordable rental homes.  Applicant to CMHC for AHF funding and financing for affordable rental homes in 1B



### 2.2.5.2 ARH Units in Buildings 1C1, 1C2, and 1C3

Party	Role
City	Owns the stratified fee simple lands where the ARH Units will be located (including underground and air rights, as limited by the urban garden (the Block 1C City Lands).  Provides funding and other financial incentives for the affordable rental units.
Waterfront Toronto	Has an executed Project Agreement with QILP setting out obligations of both WT and QILP to deliver the Quayside project which include affordable housing obligations, Quayside infrastructure and public realm, design objectives (buildings and Privately Owned Public Space), ground floor animation objectives and sustainability requirements.
QILP	Owns the commercial space and rooftop urban garden as stratified fee simple land.  Applicant to CMHC for ACLP financing for commercial space and the rooftop urban garden in 1C, together with market rental homes, commercial space and community space in 1B- see above.  QILP or a related entity will act as the Development Manager for both the market and affordable rental home.  Development Manager manages the Construction Manager on behalf of the Successful Proponent and the City.
CMHC	Funds and finances construction.
Successful Proponent(s)	The Tenant of the Block 1C City Lands (or a portion there of) and owns the affordable rental homes.  Applicant to CMHC for AHF funding and financing for affordable rental homes in Blocks 1C1, 1C2 and/or 1C3, as applicable.

### **3.0 PROJECT REQUIREMENTS**

#### **3.1 Legal Agreements**

The Successful Proponent(s) will be requested to enter into direct contract negotiations with the City, Waterfront Toronto, QILP and CMHC, as applicable, to finalize a series of legal agreements in relation to the Project. A brief description of the relevant agreements is included below. Any terms and conditions which may be released as part of this RFP by addendum are to form the basis for commencing negotiations between the selected Proponent, the City and the other relevant parties.

##### **3.1.1 Lease Agreements**

QILP currently owns all land in Quayside Phase 1. The land will be stratified so that individual parcels can be separately conveyed and financed.

Title to the parcels where the ARH Units will be located will be transferred to the City prior to construction start. The City will enter into a nominal net lease with the Successful Proponent(s) for the parcels where the ARH Units will be located, commencing at construction start for a period of 99 years.

##### **3.1.2 Contribution Agreement**

The City's Contribution Agreement sets out the terms and conditions of the City for providing the funding, incentives and resources identified to support the development and operation of the affordable housing component, including project timing and construction milestones, as well as the operating requirements, including reporting requirements, marketing, rent levels and generally all obligations of the Successful Proponent(s) for the duration of affordability.

##### **3.1.3 Shared Facilities Agreement**

Shared Facilities Agreement(s) among the owners will set out the management, maintenance, repair and replacement of the shared facilities for each of the buildings, that will provide for and govern the mutual easements necessary for the successful operation of the buildings. A master shared facilities agreement may also pertain to any amenities and shared spaces that will benefit all residents of Quayside. The Successful Proponent(s) may be a party to the shared facilities agreement(s) directly or any rights and obligations of the City under the shared facilities agreements(s) may be assigned to the Successful Proponent(s).

### 3.1.4 Development and Construction Agreements

The Successful Proponent(s) will be party to the development management agreement with QILP (or a related entity) and construction agreement(s) with the Construction Manager in relation to the development and construction of the ARH Units.

The Successful Proponent(s) will also be a party to a **Framework Agreement** with QILP, the Development Manager, the City and/or WT to address certain joint matters relating to design and construction such as procurement, construction draws and cost sharing. The structure and form of these agreements are currently under discussion between QILP and the City.

There may also be other related agreements between the Successful Proponent(s), QILP and/or the City in relation to management and oversight of construction, such as **an agreement with an Owners Representative** appointed by the City to be the main point of contact with and to provide instructions to the Development Manager on behalf of and in coordination with the Successful Proponent(s).

### 3.1.5 All-Party Agreement

All of the parties with an interest in the lands will enter into an agreement to address financing and inter-creditor issues, to set rules relating to transfers of a party's interest in the lands or the failure of one party to perform. For example, if a party goes bankrupt, the other parties will need to understand that their interests are protected.

Other agreements between the various parties with involvement in the Project may be identified during the negotiation process.

## 3.2 Rent Levels

The affordable rents must be set at the lower of affordable rents under CMHC's AHF program (at 80% Median Market Rent) and the City's RHSP.

The 2024 Affordable Rents, outlined below, are to be used in preparing Proposals. However, the City will use the affordable rents published by the City for the year of occupancy to approve initial rents at that time.

Unit Type	80% Median Market Rent (2024)	RHSP Affordable Rents (2024)	Affordable Rents for Quayside Proposal
Studio	1,272	\$1,088	\$1,088
1-bedroom	1,520	\$1,378	\$1,378
2-bedroom	2,080	\$1,992	\$1,992

Unit Type	80% Median Market Rent (2024)	RHSP Affordable Rents (2024)	Affordable Rents for Quayside Proposal
3-bedroom	2,640	\$2,190	\$2,190
4-bedroom		\$2,604	\$2,604

The affordable rents must be maintained from first occupancy of the units for the duration of the term of the lease. The City requires that rents include heat, water and hydro. Where one or more utility is paid directly by the resident, the Proponent shall deliver an allowance for utilities (as set by the City) by way of off-setting the amount of the Utility Allowance against the monthly rental payable.

### 3.3 Rent Adjustments

Rent increases for the affordable units will be the lesser of the provincial Rent Increase Guideline set each year under Ontario's Residential Tenancies Act (RTA) and city-wide affordable rents for the year. The RTA rent increase guideline applies pursuant to the terms of the Contribution Agreement to be executed between the City and the Successful Proponent, despite the normal exemption for new buildings under the legislation.

### 3.4 Resident Selection

It will be the Successful Proponent's responsibility to ensure all prospective residents are income tested on first occupancy to meet the requirement of the City's Municipal Code Chapter 513 – Housing Programs, which states that the household income limit is no more than four times the actual rent by bedroom type in the development.

A Tenant Access Plan will be required prior to occupancy. The Tenant Access Plan will set out in advance the approach to renting the building units to eligible applicants. The Successful Proponent will also be required to participate in the City's Centralized Access to Affordable Rental Housing System, or any other process as approved by the City. Proponents are required to include in their proposal any plans regarding the use of referral agreements with agencies or organizations serving special populations.

### 3.5 Rent Supplements and Housing Benefits

To increase affordability for tenants, the Successful Proponent will make available up to 20% of the units to households receiving a monthly housing benefit or other housing assistance from the City. The availability of City housing benefits or other housing assistance will be confirmed in the Tenant Access Plan.

Additional rent supplements may be supplied by the Proponent and are encouraged through other government programs or a referring agency to deepen the affordability of the units.

#### **4.0 MAKING A PROPOSAL**

Proponents must fully respond to all sections as outlined in this Section 4. To assist in the preparation of Proposals, Appendix 2 contains a Submission Checklist of all required submission documents.

#### **4.1 General Overview**

The RFP process is governed by the Terms and Conditions set out in Appendix 3. Proposals must address the RFP content requirements as outlined herein and must be well-ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation.

Each proposal should:

- be limited to preferably 15 pages, double sided, minimum 11 point font, with unlimited appendices;
- be submitted electronically, following instructions in Section 6; and
- include a table of contents, page numbers and delineating tabs identifying all contents.

#### **4.2 Mandatory RFP Submission Requirements**

Each Proposal must include the following completed forms to be considered eligible for review and evaluations:

- **Mandatory Proposal Submission Form** completed and signed by an authorized official of the Proponent (Appendix 4).
- **CMHC's [integrity declaration](#)**: All Proponents must provide a newly signed CMHC Integrity Declaration, even if one has been provided previously for another CMHC application (Appendix 5).

#### **4.3 Main Proposal Document**

##### **4.3.1 Executive Summary (Not Scored)**

##### **4.3.1.1 Letter of Introduction**

The Letter of Introduction will introduce the Proponent to the City by setting out a brief outline of the Proponent and the members of the team making the Proposal. The Letter of Introduction should be signed by the person(s)

authorized to sign on behalf of, and to bind the Proponent to, statements made and information contained in the Proposal to this RFP. The Letter of Introduction should contain the same signature as the person signing the Proposal Submission Form.

4.3.1.2 Table of Contents

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

4.3.1.3 Summary of Proposal

- The summary should outline in a clear and concise manner the key qualifications of the Proponent and the key features of the Proposal.
- The summary should clearly indicate, which unit block(s) are part of the Proponent's Proposal (Block 1B, 1C1, 1C2, and/or 1C3).
- The summary should clearly indicate if the Proponent is willing to proceed with a sub-set of the Block(s) being applied for.

**4.3.2 Development Qualifications (20% Weighting)**

Demonstrate the Proponent's experience and capacity to build high-quality, purpose-built, affordable rental housing in accordance with the terms and conditions outlined in this RFP, by providing the following:

4.3.2.1 An outline that demonstrates the Proponent have a robust development management and construction team including the staff, organizational capacity, housing development experience and construction capability to advance a project to completion on the scale and complexity required by this RFP.

4.3.2.2 Details of housing developments completed directly by the Proponent, or by any Non-Profit Corporation that directly or indirectly controls the Proponent over the last 10 years by the Proponent, with respect to the size, complexity, location, resident demographic, tenure, specific features, etc. Note any specific difficulties which were encountered and outline how they were overcome. Also note the extent to which projects were completed and are operating successfully.

4.3.2.3 References for housing projects completed directly by the Proponent, or by any Non-Profit Corporation that directly or indirectly controls the Proponent, over the past five (5) years must include:

- i. name of the reference and relationship to the Proponent;
- ii. a contact name and title, postal address, telephone number, email and website, if any;
- iii. a description of the project - highlighting its date, scale and whether it was completed on schedule and on budget;

- iv. the timing and duration of the involvement in the project; and
  - v. services provided to or by the reference (i.e., construction, project management or architectural services).
- 4.3.2.4 A list of the Proponent's key consultants and individuals on the proposed development and construction team (e.g., builder, general contractor, development manager, project manager, environmental consultant, architect, cost consultant, Heritage consultant etc.), citing their experience and expertise in relation to similar projects and indicating the duties and responsibilities to be assumed in the development of the Project outlined in this RFP.
  - 4.3.2.5 Resumes for key consultants and individuals as an appendix to the Proposal.
  - 4.3.2.6 Include a signed consent form authorizing the disclosure of personal information to the City, or its designated agent(s), for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.

#### **4.3.3 Management Qualifications (20% Weighting)**

Demonstrate the Proponent's experience in operating quality affordable rental housing, providing sound property management, maintaining a portfolio of rental housing in a state of good repair and the ability to provide appropriate supports to residents, by providing the following:

- 4.3.3.1 An outline that demonstrates the Proponent has the experience to effectively manage the affordable rental housing over the long-term.
- 4.3.3.2 If a Proposal is submitted for Block 1B, please include experiences related to the management of affordable units within a mixed-income, mixed-use building.

**Note:** The Proponent and/or Corporation that will be the property manager must have at least five (5) years of demonstrated management experience in operations and management of similar type and size property, as the Project.

- 4.3.3.3 References for housing projects managed over the past five (5) years by the Proponent, or a Non-Profit Corporation that directly or indirectly controls the Proponent, including:
  - i. name of the reference and their relationship to the Proponent;
  - ii. a contact name and title, postal address, telephone number, e-mail and website, if any;
  - iii. a description of the project, highlighting the number of units, location, type of residents, tenure, age of building, specific features such as a mixed-income, mixed-use building, etc.; and

- iv. services provided to the reference and for what period. Note any specific difficulties encountered in the management of the project, if applicable, and outline how they were overcome.
- 4.3.3.4 A list of key consultants, organizations and individuals known at this time that would be involved in property management and support service provision, if any; their experience and expertise in relation to similar projects and an outline of the duties and responsibilities to be assumed in the operation and management of the units and/or building.
- 4.3.3.5 Resumes for the consultants and key individuals involved in property management and any proposed support service provision as an appendix to the Proposal. Resumes should include the following details: the locations being managed (property address), the type of property, tenant profile, number of levels, number of units and number of years of management experience.
- 4.3.3.6 If the management of the property will be contracted out, the resume of the contracted property manager outlining their related experience in managing properties of similar size (including the details outlined above) should be provided.
- 4.3.3.7 Include a signed consent authorizing the disclosure of personal information to the City, or its designated agent, for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.

#### **4.3.4 Corporate Financial Viability (20% Weighting)**

Demonstrate that the Proponent is a financially sound and viable organization that has the experience and capability to obtain the necessary financing to complete the proposed work at the Property by providing the following:

- 4.3.4.1 Proof of financial viability of the Proponent and/or any identified guarantor(s) or Non-profit Corporation that directly or indirectly controls the Proponent(s):
  - i. Audited financial statements for the most recent three (3) years. The audited financial statements must show the status of reserve funds.
  - ii. Provide a list of all new construction and renovation projects currently underway, regardless of whether financed by CMHC.

Note: a Review Engagement for the Proponent, if permitted by the Proponent's governing legislation, may be accepted in the sole discretion of the City and CMHC, and provided that audited financial statements are submitted for any guarantor or Non-Profit Corporation that indirectly or directly controls the Proponent.



- 4.3.4.2 Copies of the organization's Articles of Incorporation including all supporting documentation, such as, but not limited to – a business name registration, articles of organization, constitutional documents, etc.
- 4.3.4.3 Letters, Patent, Bylaws, and any applicable operating agreements or unanimous member's agreements.
- 4.3.4.4 Detailed information about the entity's ownership structure, including any related entities.
- 4.3.4.5 If the Proponent has been formed to respond to this RFP and manage the affordable units over the term, all items under 4.3.4 are required to be provided by each Non-Profit Corporation that directly or indirectly controls the Proponent. Describe the legal nature of the relationship and the roles and responsibilities of each party and any associated agreements setting out those relationships. Provide details of how and when the parties have worked together in the past.

#### **4.3.5 Capital Funding and Financing Plan (20% Weighting)**

The Proponent is to provide details on the capital funding and financing plan for securing the leasehold interest of the ARH Block(s) included in the Proposal based on the rent and cost figures provided in Section 3, which includes the following:

- 4.3.5.1 Details of the capital contribution to be provided by the Proponent and the funding source.
- 4.3.5.2 Demonstrate experience securing mortgage financing for affordable housing similar in scope to the financing requirement for the affordable rental units included in the proposal. Include details of financing secured including:
  - The building location
  - The number of units
  - The amount secured in relation to total building costs
  - The name of the lender
  - CMHC involvement (if applicable)
  - Any financial advisors used and their roles
  - Details of any innovative financing undertaken
  - CMHC Frequent Builder Status (if applicable)
- 4.3.5.3 Complete and submit CMHC's Affordable Housing Fund Workbook available at Appendix 6. Please see the assumption worksheet attached.

**Note:** Please assume all affordable housing units in the development will receive a property tax exemption starting from start of occupancy for the term of the Lease. Please include the property taxes payable prior to occupancy in the budget.

- 4.3.5.4 Details of all other capital funding sources proposed for the acquisition of the leasehold interest, such as contributions or grants from other sources. Provide an indication as to how financial contributions will be secured, when confirmation of support will be provided.

#### **4.3.6 Operating Plan (15% Weighting)**

Demonstrate that your Proposal for the operation of the affordable housing is financially viable for the term of the Lease with the City, in addition to keeping the affordable rental units or affordable building in a state of good repair and continuing to provide quality, affordable, rental housing throughout the term, by providing the following:

- 4.3.6.1 A completed 10-year Operating Budget to show the sustainability of the model over time with anticipated inflationary costs (in the form attached as Appendix 7).

**Note:** Please assume all affordable housing units in the development will receive a property tax exemption starting from start of occupancy for the term of the Lease. Please include the property taxes payable prior to occupancy in the budget.

**Note:** Operating budgets are to be based on 2024 costs, showing assumptions for escalation until the time of occupancy. Please refer to the assumption worksheet in Appendix 6.

**Note:** City of Toronto requires a minimum 5% Reserve Fund contribution (which will exceed CMHC's Affordable Housing Fund minimum requirement for Reserve Fund contributions).

- 4.3.6.2 Specify demographic groups being targeted if applicable.
- 4.3.6.3 An explanation of the roles and relationships of the various parties involved in the proposed project's operation, including what organization will be responsible for property management and any support services, if applicable.
- 4.3.6.4 An explanation of the way in which deeper levels of affordability may be achieved, if possible.

#### **4.3.7 Vision and Community Building Capacity (5% Weighting)**

- 4.3.7.1 Explain your organization's mandate, including your corporate commitment to advancing equity, diversity and inclusion, and how your proposal will advance these commitments through the vision, or proposed partnerships with Indigenous and equity-deserving communities and organizations (staff, hiring of consultants, vendors, user groups, etc.)
- 4.3.7.2 Quayside will feature market residential, institutional, and retail uses. Explain how your organization's mandate and your proposal will generate synergies with these other uses.

- 4.3.7.3 Provide details of past community-building examples outlining your success working with neighbouring landlords and various types of organizations to integrate affordable housing into the larger community. Provide a plan that indicates how you propose to apply this experience to enabling the integration of affordable housing units with the rest of the community and contributing to the greater community.
- 4.3.7.4 Summarize the opportunities and challenges that you think would apply to the Quayside Phase 1 ARH Block(s) you are submitting a proposal for, and adjoining market housing, and indicate how your organization intends to address these.

## **5.0 THE RFP PROCESS, EVALUATION, NEGOTIATION, ACCEPTANCE AND EXECUTION**

### **5.1 The RFP Process**

The RFP process is governed by this Section 5 and by the RFP Terms and Conditions set out in Appendix 3 as well as the applicable by-laws, policies and procedures established by the City.

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

### **5.2 Schedule of Events**

The City's currently proposed schedule for each step in the RFP process is set out below.

<b>Milestone</b>	<b>Date</b>
RFP issued	July 7, 2025
RFP Online Information Meeting	July 21, 2025 at 11:00 am
Deadline for Questions from Proponents	July 28, 2025 at 4:00 pm
Proposal Submission Deadline	August 8, 2025 at 4:00 pm
Interviews (if applicable)	Week of August 18, 2025
Contract Negotiation Period	August 25 to latest September 5, 2025

The City reserves the right to, in the City's sole and absolute discretion, at any time:

- a. revise the RFP schedule, to accelerate, eliminate or postpone any of the dates or times set out in this RFP, including the Submission Deadline;
- b. to add to, delete or re-order any of the milestones set out in this RFP, at any time; or
- c. modify the RFP process.

### **5.3 Information Session**

A virtual information session will be held on July 21, 2025 at 11:00 am. Visit [www.toronto.ca/affordablehousing](http://www.toronto.ca/affordablehousing) for instructions on how to join in, listen and ask questions. The information session is not mandatory.

### **5.4 City Contact**

All communications and questions regarding this RFP should be sent by email to [HousingSecretariatRFP@Toronto.ca](mailto:HousingSecretariatRFP@Toronto.ca) before the deadline for questions date noted above in accordance with the Terms and Conditions set out in Appendix 3. Only communications received by the City Contact in this manner will be considered in the RFP process.

## 5.5 Addenda

If it becomes necessary to revise any part of this RFP, post questions and answers or clarify aspects of the RFP, the revisions will be by Addendum in accordance with the Terms and Conditions set out in Appendix 3.

## 5.6 Evaluation Criteria

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

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

EVALUATION CRITERIA	Points Available
Mandatory Form	Pass/Fail
Executive Summary	Not Scored
Development Qualifications	20
Management Qualifications	20
Corporate Financial Viability	20
Capital Funding and Financing Plan	20
Operating Plan	15
Vision and Community Building Capacity	5
<b>TOTAL</b>	<b>100</b>
<b>Minimum Score</b>	<b>70</b>

## 5.7 Proposal Evaluation Process

- a. Prior to evaluation of the Proposals, the Proposals will be reviewed to determine whether they comply with all of the mandatory requirements of the RFP, including the requirements of Section 4 (Making a Proposal). If a Proposal fails to satisfy all of the mandatory submission requirements, the City will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the mandatory submission

requirements within three (3) days following the issuance by the City of a rectification notice, the Proponent's Proposal will be excluded from further consideration.

- b. The Selection Committee will be comprised of members from the Housing Secretariat, Waterfront Secretariat and other relevant City staff as determined by the Executive Director, Housing Secretariat. The Selection Committee may at its sole discretion retain additional committee members or advisors or Subject Matter Experts, including representatives of CMHC, Waterfront Toronto, and QILP. Proponents acknowledge that their Proposals may be shared in their entirety with CMHC, Waterfront Toronto, QILP, and any other parties involved on the selection committee or as Subject Matter Experts, at the sole discretion of the Executive Director, Housing Secretariat.
- c. The Selection Committee will evaluate Proposals based on the information provided by the Proponents in their submissions and will score Proposals using the above Evaluation Criteria.
- d. Proponents may be required to attend an interview with the Selection Committee. The interview will be used to clarify information in Proposals only. No new information is permitted. The interview will be used to confirm or revise the Proponent's score before the Selection Committee makes a final decision.
- e. Interviews may be conducted in person, by video conference or by phone.
- f. The representatives of a Proponent who attend an interview are expected to be knowledgeable in the content of the RFP and the Proposal. The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to notify those Proponents not receiving an invitation for an interview. No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.
- g. The Selection Committee may also ask Proponents for clarification in writing. A request for clarification is only intended to remove contradictions or ambiguities in a Proposal to permit a fair evaluation. No new information is allowed. The Selection Committee may request this further information from one or more Proponents and not from others. Any information provided in writing by a Proponent in response to a request for clarification will form part of their formal Proposal.

## **5.8 Contract Negotiations**

- a. The City intends to conclude negotiations and requires the Proponent to execute a term sheet with key terms and conditions of the Agreements described in section 3.1 and any other agreements that are required to advance the Project, to the extent required by CMHC, with the top-ranked Proponent during the Contract Negotiation Period noted above, commencing from the date the City invites the top-ranked Proponent to enter

negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and conduct its negotiations expeditiously.

- b. Any negotiations will be subject to the process rules contained in Section 9 of Appendix 3 (Non-Binding RFP Process) and will not constitute a legally binding offer to enter into a contract on the part of the City or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

Any terms and conditions which may be released as part of this RFP by addendum are to form the basis for commencing negotiations between the City and the selected Proponent. Negotiations may include requests by the City for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved terms from the Proponent.

- c. Other Proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked Proponent.
- d. If the parties cannot conclude negotiations and the Proponent does not execute a term sheet satisfactory to the City for the Project within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked Proponent and may invite the next-best-ranked Proponent to enter into negotiations. This process will continue until agreement(s) are finalized, until there are no more Proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

## **5.9 Contract Award and Execution**

- a. All contract awards are subject to the execution of agreement(s) on the terms set out in any addenda to the RFP including any supplementary terms that are finalized during the Contract Negotiation Period.
- b. After award, the failure of the Proponent to execute the agreement(s) as finalized, or submit any necessary security or insurance certificates, shall constitute sufficient grounds to rescind the award and may constitute grounds to suspend the Proponent from further procurements for such period of time as may be determined under the Operator Code of Conduct attached as Appendix 8. The City may then invite the next-best-ranked Proponent to enter into negotiations to finalize agreement(s) or the City may elect to cancel the RFP process.

## **5.10 Notification to Other Proponents**

Once the City has successfully awarded and executed the agreement(s), the other Proponents will be notified by the City in writing of the outcome of the RFP process.

### **5.11 Fairness Monitor**

The City has retained a Fairness Monitor to advise the City of Toronto on the fairness of the procurement, evaluation and negotiation processes related to the implementation of this RFP.

## **6.0 SUBMITTING YOUR PROPOSAL**

Each Proposal must be by digital submission only. The following process is in place for digital submissions:

- Proposals must be submitted via email to: [housingsecretariatrfp@toronto.ca](mailto:housingsecretariatrfp@toronto.ca) . Proponents will receive a notification e-mail confirming file receipt.
- A maximum of 45MB can be accepted in each email to [housingsecretariatrfp@toronto.ca](mailto:housingsecretariatrfp@toronto.ca) so multiple, sequential emails will be accepted if required to create a complete Proposal.
- If the 45MB maximum size cannot be accommodated for a Proposal using multiple, sequential emails:
  - i. Send an e-mail to [housingsecretariatrfp@toronto.ca](mailto:housingsecretariatrfp@toronto.ca) by August 5, 2025 at 12:00 p.m. to provide time for staff to confirm alternative digital solutions with the City of Toronto, Technology Services.
  - ii. Within 24 hours, staff will send a response e-mail from [housingsecretariatrfp@toronto.ca](mailto:housingsecretariatrfp@toronto.ca) outlining the method in which the Proponent can complete the submission of the Proposal.
  - iii. Proponents will receive an e-mail confirming file receipt.

Proponents are recommended to submit Proposals well in advance of the deadline. Delays caused by any electronic delivery or technical issues shall not be grounds for an extension of the closing deadline, and Proposals that are received after the closing deadline will not be accepted.



## **7.0    APPENDICES**

- Appendix 1- Definitions
- Appendix 2- Submission Checklist
- Appendix 3- RFP Process Terms and Conditions
- Appendix 4- Mandatory Proposal Submission Form (attached as a separate PDF file)
- Appendix 5- CMHC Integrity Declaration (attached as a separate PDF file)
- Appendix 6- CMHC AHF Workbook (attached as a separate Excel file – includes an Assumption Summary Tab)
- Appendix 7- 10-year Operating Budget Form (attached as a separate Excel file)
- Appendix 8- Operator Code of Conduct (attached as a separate PDF file)

## Appendix 1- Definitions

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

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

**“Affordability Period”** means from the date of first occupancy until the end of the term of the Lease, during which the project must be managed as Affordable Rental Housing in accordance with the Contribution Agreement.

**“Affordable Rent” or “Affordable Rents”** means Monthly Occupancy Costs at or below the lesser of 80% of Median Market Rent (for the Survey Zone by bedroom type as determined in the survey published by CMHC) or the Rental Housing Supply Program’s Affordable Rent (the lesser of the City’s Affordable Rents and the Provincial Affordable Rents).

**“Affordable Rental Housing”** means 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 bedroom type as determined in the survey published by CMHC for the prior calendar year; if CMHC does not publish a survey of City-wide rents, then “average market rents” for the calendar year shall be City-wide average rents as determined by the City.

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

**“City”** means the City of Toronto.

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

**“CMHC”** means Canada Mortgage and Housing Corporation.

**“Contribution Agreement”** means the written contract, substantially in the form of the Contribution Agreement attached to this RFP, to be entered into between the City and a Successful Proponent with respect to this RFP.

**“Council”** means Toronto City Council.

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

**“Indigenous Housing Provider”** means Non-Profit Housing Organizations that meet 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.

**“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 Corporation”** means a Non-Profit Housing Corporation, a Non-Profit Housing Co-operative and/or an Indigenous Housing Provider.

**“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.

**“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

**“Overhead Expenses”** means costs for activities or services that benefit more than the specific project, costs that are usually allocated indirectly including building operational costs/utilities, rent/mortgage, audit and legal, office materials/supplies, equipment rental and administrative staff and materials and services purchased in bulk and /or for general organization operations.

**“Proponent”** means a Non-Profit Corporation that submits a Proposal in response to this formal Request for Proposal.

**“Proposal”** means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

**“Province”** means the Province of Ontario as represented by the Minister of Municipal Affairs and Housing.

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

**“RFP”** means this Request for Proposal package in its entirety, inclusive of all Appendices and any Addenda that may be issued by the City and published on the website at <https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>.

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

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

**“Successful Proponent”** means the Proponent or Proponents whose Proposal, as determined through the evaluation criteria described in the RFP, best meets the City’s requirements and with whom the City enters into applicable legal agreements for the purpose of this RFP.

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

## Appendix 2- Submission Checklist

Required information and documentation as part of a complete application is listed below.

Section	Description	Checklist
Proposal Submission Form	Appendix 4- All sections and relevant fields are complete and signed	<input type="checkbox"/>
	Appendix 5- CMHC Integrity Declaration	<input type="checkbox"/>
Executive Summary	Letter of Introduction Table of Contents Summary of Proposal	<input type="checkbox"/>
Development Qualification	Overview of qualifications Detailed reference projects References Overview of project team, resumes and consent forms	<input type="checkbox"/>
Management Qualifications	Overview of qualifications References Overview of project team, resumes and consent forms	<input type="checkbox"/>
Corporate Financial Viability	Audited financial statements List of projects currently underway Copies of Articles of Incorporation, Letters, Patents, Bylaws Details of ownership structure	<input type="checkbox"/>
Capital Funding and Financing Plan	Details of Proponent's equity contribution Detailed overview of experience in securing mortgage financing Appendix 6- Affordable Housing Fund Workbook Detailed overview of other funding and financing sources available and back-up documentations	<input type="checkbox"/>

Section	Description	Checklist
Operating Plan	Appendix 7 – 10-year Operating Budget  Detailed overview of operating plan, demographic groups, and plans for deepening affordability	<input type="checkbox"/>
Vision and Community Building Capacity	Detailed overview of organization's mandate, and plans for working with key partners	<input type="checkbox"/>

## **Appendix 3- RFP Process Terms and Conditions**

### **Table of Contents:**

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

### **1. Proponent's Responsibility**

It shall be the responsibility of each Proponent:

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

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

### **2. City Contacts**

All communications concerning this RFP should be directed in writing to the "City Contact" identified in the RFP.

No City representative, whether an official, agent or employee, other than those identified “City Contacts” are authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent’s own risk.

**Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.**

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

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

- [http://www.toronto.ca/legdocs/municode/1184\\_140.pdf](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 Affordable Housing 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 this webpage. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the RFP unless in the form of an addendum.

The City reserves the right to revise this RFP at any time up to the closing deadline. When an addendum is issued, the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their



Proposals. The City's Housing Secretariat will make reasonable efforts to issue the final addendum (if any) in a sufficient time prior to the closing deadline to allow Proponents to submit their Proposals.

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

All Proponents must acknowledge receipt of all addenda in the space provided on the **Mandatory Submission Form**.

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

#### **4. Questions**

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

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

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

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

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

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

## **6. Incurred Costs**

The City will not be liable for, nor reimburse, any Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

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

Prior to the Submission Deadline, a Proponent may amend its Proposal at any time after email submission of the Proposal. A Proponent may amend its Proposal one or more times if it so wishes prior to the Submission Deadline. If a Proponent amends its Proposal, the Proponent must resubmit the Proposal in full by email, indicating that it is a revised Proposal.

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

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

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

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

## **9. Non-binding RFP Process**

While only Proposals submitted by the Submission Deadline will be considered, this RFP process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a. this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b. neither the Proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Proposal in response to this RFP.

While the information provided in Proposals will be non-binding prior to the execution of written agreement(s) in connection with the Project, such information will be assessed during the evaluation of the Proposals and the ranking of Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered financial information, could adversely impact such evaluation or ranking or the decision of the City to enter into agreement(s) for the Project.

This RFP process is intended to identify prospective Proponents for the purpose of negotiating potential agreements. No legal relationship or obligation regarding the Project will be created between the Proponent and the City by this RFP process until the successful negotiation and execution of a written agreement as further described in Section 5 of the RFP (The RFP Process, and Evaluation, Negotiation, Acceptance and Execution).

## **10. Acceptance of Proposals**

In addition to, but without limiting any other rights or options of the City under this RFP, the City may, in its sole and absolute discretion, carry out the RFP process as it determines to be in the best interests of the City and to be the most beneficial to the City.

The City may, in its sole and absolute discretion, without incurring any liability or cost to any Proponent, exercise any or all of the following rights and options with respect to this RFP, at any time:

- a. accept or reject any Proposal(s) in response to this RFP (in whole or in part);
- 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.

## **11. Verification**

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal, by whatever means the City deems appropriate, including obtaining references other than those offered by the Proponent, 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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.

## **16. 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.

## **17. RFP Dispute Procedure**

- a) Proponents should seek a resolution of any dispute arising from the RFP by communicating directly with the Executive Director, Housing Secretariat as soon as possible from the time when the basis for the dispute became known to them. Any dispute must be received in writing by the Executive Director, Housing Secretariat no later than ten (10) days after the date of the award notification, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.
- b) Any written dispute that cannot be resolved by the Executive Director, Housing Secretariat through consultations with the Proponent, shall be referred by the Executive Director, Housing Secretariat to the Deputy City Manager, Community & Social Services or their designate(s) for an impartial review, based on the following information:
  - (i) A specific description of each act or omission alleged to have materially breached the RFP process;
  - (ii) A specific identification of the provision in the RFP process that is alleged to have been breached;
  - (iii) A precise statement of the relevant facts;
  - (iv) An identification of the issues to be resolved;
  - (v) The Proponent's arguments, including any relevant supporting documentation; and
  - (vi) The Proponent's requested remedial action.
- c) The Deputy City Manager or their designate(s), in consultation with the City Solicitor, may:
  - (i) Dismiss the dispute;
  - (ii) Accept the dispute and direct the Executive Director, Housing Secretariat to take appropriate remedial action; or
  - (iii) Report to City Council with recommendations on the appropriate action, as applicable.

## **18. Limitation of Liability**

Notwithstanding anything in the RFP and any express or implied duties or obligations of the City to the contrary, the City and each of its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, suppliers, advisers and contracted personnel will have no liability to any person, including any Proponent and prospective Proponent for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to:

- a) the RFP;
- b) participation of any such person in the RFP process; or
- c) the City's acts or omissions in connection with the conduct of the RFP process, including the acceptance, non-acceptance or delay in acceptance by the City of any Proposal. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the City of a duty of fairness, if any.

By submitting a Proposal to the City, each Proponent irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against the City, its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel.

Each Proponent agrees that, despite this section or any limitations of liability or releases in favour of City, if the City is found to be liable, in any way whatsoever, for any act or omission in respect of the RFP, the total liability of the City to any Proponent or any other person participating in the RFP process, and the aggregate amount of damages recoverable against City for any matter relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City shall be no greater than the Proponent's cost of preparing its Proposal.

Notwithstanding the City's limitation of liability, the Proponent may seek a debriefing or may pursue a dispute of the RFP process in accordance with Section 16 (RFP Dispute Process).