

THIS AGREEMENT is effective [INSERT DATE] (the “Effective Date”)

**BETWEEN:**

**CITY OF TORONTO**  
(the "City")

- and -

**[INSERT NAME]**  
(the "Housing Provider")

**WHEREAS:**

1. The City issued the Invitation for the purpose of establishing a Prequalified Housing Provider List comprised of Community Housing Providers that have been pre-qualified to be eligible for Housing Projects in various Categories;
2. The Housing Provider submitted the Prequalification Submission to the City in response to the Invitation;
3. The City has selected the Housing Provider to be appointed to the Prequalified Housing Provider List in one or more Categories (as more particularly set out herein) and intends to award one or more Housing Projects to Prequalified Housing Providers from the Prequalified Housing Provider List in accordance with this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Housing Provider agree as follows:

**1. TERM**

This Agreement shall be for a term of four (4) years commencing on the Effective Date and ending on [DATE], unless it is terminated early or extended in accordance with the provisions of this Agreement (the “Term”). Provided that the Agreement has not been terminated early for any reason, the City shall have the option, in its sole discretion, to extend the Term for up to two (2) further two (2) year periods, upon written notice to the Housing Provider. Any reference to the Term in this Agreement shall include any extension periods authorized by the City in accordance with this Section.

**2. PREQUALIFIED HOUSING PROVIDER LIST**

2.1 Appointment of Housing Provider

The City hereby appoints the Housing Provider to the Prequalified Housing Provider List such that the Housing Provider is eligible during the Term to be considered for the award of Housing Projects by the City in accordance with a Second Stage RFP in the following Categories **[AS APPLICABLE]**:

(a) Category #1: Operation of Affordable Rental Housing

(b) Category #2: Operation of Supportive Housing

(c) Category #3: Development and Operation of Affordable Rental Housing

(d) Category #4: Development and Operation of Supportive Housing]

## 2.2 Acknowledgments

As a Prequalified Housing Provider, the Housing Provider acknowledges and agrees:

- (a) that the City shall determine, in its sole discretion, whether to offer a Housing Project to the Prequalified Housing Provider List or any Category through a Second Stage RFP, and there is no obligation whatsoever for the City to offer any Housing Projects to the Prequalified Housing Provider List or any Category or award any Housing Projects to the Housing Provider during the Term;
- (b) to be bound by the Second Stage RFP Terms and Conditions attached as Schedule “B” hereto, to the extent applicable to any Second Stage RFP;
- (c) to be bound by the Housing Provider Code of Conduct attached hereto as Schedule “C” during the Term and in connection with any Second Stage RFP;
- (d) the City and the Housing Provider shall have no binding legal obligations to one another in connection with any Housing Project except in accordance with the terms of a Second Stage RFP and/or in accordance with any Housing Project Agreement(s) executed between the City and the Housing Provider in connection with a Housing Project;
- (e) the City has a non-exclusive arrangement with the Housing Provider, and the City may have the same or other arrangements with other organizations;
- (f) the Housing Provider may be removed from the Prequalified Housing Provider List in accordance with Section 5.1 of this Agreement;
- (g) the City may add other Prequalified Housing Providers to the Prequalified Housing Provider List in accordance with Section 5.3 of this Agreement; and
- (h) the City may terminate the Prequalified Housing Provider List or any Category in accordance with Section 5.4 of this Agreement.

## 3. **SECOND STAGE RFP**

### 3.1 Issuance

- (a) Where the City, in its sole discretion, elects to offer a Housing Project to the Prequalified Housing Provider List or any Category through a Second Stage RFP during the Term, a Second Stage RFP will be issued by the City to all Prequalified Housing Providers on the Prequalified Housing Provider List for the applicable Category, in accordance with Schedule “B” hereto;
- (b) The requirements and details of the Housing Project or group of Housing Projects and any related agreements will be set out in the Second Stage RFP issued by the City.

### 3.2 Second Stage RFP Terms

The Second Stage RFP will be conducted in accordance with the Second Stage RFP Terms and Conditions attached as Schedule “B” hereto, except as those terms may be expressly modified in the Second Stage RFP issued to Prequalified Housing Providers.

### 3.3 Housing Provider Review and Response

- (a) The Housing Provider shall review the Second Stage RFP and advise if there is a need for more information, clarification and/or direction in accordance with the terms of the RFP;
- (b) If interested, the Housing Provider shall submit a Proposal in response to the Second Stage RFP in accordance with and within the time defined in the Second Stage RFP.
- (c) Only Prequalified Housing Providers appointed to the Prequalified Housing Provider List in the Category applicable to the Second Stage RFP will be eligible to submit a Proposal in response to that Second Stage RFP. Prequalified Housing Providers that are Umbrella Organizations will be required to submit their Proposals jointly with the Community Housing Provider proposed to enter into the Housing Project Agreement(s).

### 3.4 Evaluation

The evaluation criteria used to award the Housing Project will be as set out in the Second Stage RFP.

### 3.5 Award

If awarded the Housing Project, the Housing Provider will enter into [or **WHERE APPLICABLE IN THE CASE OF AN UMBRELLA ORGANIZATION** will cause the applicable Community Housing Provider identified in its Proposal to enter into] legal agreements with the City as specified in the Second Stage RFP, within the number of days specified in the Second Stage RFP, failing which the City shall have the right to revoke the award of the Housing Project and award the Housing Project to a different Prequalified Housing Provider in accordance with the Second Stage RFP.

## 4. HOUSING PROVIDER CHANGES

### 4.1 Annual Information Update

On each anniversary of the Effective Date during the Term, the Housing Provider shall provide a report to the City in the form to be prescribed by the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office for the purpose of identifying any changes to the organization, its qualifications, and its financial viability, and such other information as may be required by the Executive Director, Housing Development Office, the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office, acting reasonably.

### 4.2 Changes Requiring City Approval

During the Term, any change in the structure or formation of the Housing Provider, including changes to Personnel specifically identified by the Housing Provider in its Prequalification Submission, shall be subject to the written approval of the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office prior to the deadline for submission of a Proposal in response to a Second Stage RFP, failing which the Housing Provider shall be disqualified from submitting a Proposal until such approval is obtained (if at all). Such approval shall be denied by the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office if, as a consequence of the change, the Housing Provider no longer substantially meets the qualification criteria set forth in the Invitation or any of the Categories to which the Housing Provider has been appointed, as determined by the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office. In the event that such change is made by the Prequalified Housing Provider without the approval of the Executive

Director, Housing Secretariat and the Executive Director, Housing Development Office, the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office may remove the Prequalified Housing Provider from the Prequalified Housing Provider List.

#### 4.3 Requests for Information

At any time during the Term, the Housing Provider shall provide such information, within ten (10) Business Days of a written request, as the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office may request or require, acting reasonably, to verify the Housing Provider's ongoing compliance with this Agreement and whether the Housing Provider continues to meet the qualification criteria set forth in the Invitation and/or applicable to any of the Categories to which the Housing Provider has been appointed.

#### 4.4 Housing Provider Contact Information

The City will communicate with the Housing Provider regarding this Agreement and any Second Stage RFP using the contact information for the Housing Provider identified in Section 9 (Notices) of this Agreement. The Housing Provider is responsible for providing the City with any updates to their contact information at all times during the Term.

### **5. ADDING AND REMOVING PREQUALIFIED HOUSING PROVIDERS AND TERMINATING THE PREQUALIFIED HOUSING PROVIDER LIST OR ANY CATEGORIES**

#### 5.1 Grounds for Removal from the List

Without limiting any other rights of the City, including as set out in the Invitation, this Agreement, any Second Stage RFP, or any Housing Project Agreement, the City reserves the right to remove from the Prequalified Housing Provider List or from any Category, any Prequalified Housing Provider that:

- (a) fails to comply with the Mandatory Submission Form provided in the Invitation;
- (b) fails or refuses to enter into legal agreements with the City in relation to a Housing Project as required in a Second Stage RFP after having been awarded the Housing Project by the City in accordance with that Second Stage RFP;
- (c) is in default under this Agreement or any agreement with the City in relation to a Housing Project or in relation to any Affordable Housing or Supportive Housing, which default remains uncured after the cure period prescribed in the applicable agreement;
- (d) ceases or threatens to cease to carry on its operations, or where the Prequalified Housing Provider makes or agrees to make a bulk sale of its assets;
- (e) defaults in payment of any indebtedness or liability to a bank or other lending institution, whether secured or not;
- (f) has made any materially false or misleading representations or statements or provided materially false or misleading information to the City in its Prequalification Submission, in any Proposal or otherwise in respect of the Invitation, any Second Stage RFP, this Agreement or any agreement entered into with the City in connection with a Housing Project;
- (g) fails to meet approved schedule timelines on two (2) Housing Projects in one (1) respective Category. This would not include changes to the schedule extensions that have been approved by the City;

- (h) violates any law material to the performance of its obligations under a Housing Project or in connection with the development and/or operation of Affordable Housing or Supportive Housing which otherwise would be grounds for a reasonable person protecting its best interests to remove the Prequalified Housing Provider from the Prequalified Housing Provider List;
- (i) has had an order made or a resolution passed for the winding up or dissolution of the Prequalified Housing Provider, or the Prequalified Housing Provider is dissolved;
- (j) becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors or fails under any proposal or makes any assignment for creditors or any arrangement or compromise and/or;
- (k) makes a change contrary to Section 4.2 above.

## 5.2 Disqualification from Second Stage RFPs

Upon notice by the City to any Prequalified Housing Provider of their removal from the Prequalified Housing Provider List or any Category in accordance with Section 5.1, the Prequalified Housing Provider shall be immediately disqualified from any Second Stage RFP (or any Second Stage RFP in the specified Category or Categories, where applicable).

## 5.3 Adding Prequalified Housing Providers to the List

The City may, on an annual basis during the Term, prequalify additional Community Housing Providers and add them to the Prequalified Housing Provider List in any Categories in accordance with a process substantially consistent with the Invitation process.

## 5.4 Termination of the Prequalified Housing Provider List or any Category

The City may elect, in its sole discretion, at any time during the Term, to terminate the Prequalified Housing Provider List or any Category, upon giving the Prequalified Housing Providers (or the Prequalified Housing Providers appointed in respect of the applicable Category) not less than thirty (30) days' prior written notice.

## **6. CONFLICT OF INTEREST**

The Housing Provider shall: (a) avoid any Conflict of Interest in the performance of its obligations under this Agreement and in relation to any Second Stage RFP; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its obligations under this Agreement and in relation to any Second Stage RFP; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Agreement upon giving notice to the Housing Provider where: (a) the Housing Provider fails to disclose an actual or potential Conflict of Interest; (b) the Housing Provider fails to comply with any requirements prescribed by the City to resolve or manage a Conflict of Interest; or (c) the Housing Provider's Conflict of Interest cannot be resolved to the City's reasonable satisfaction.

## **7. CONFIDENTIALITY**

### 7.1 Confidentiality of Information Obtained by Housing Provider

The Housing Provider and its Personnel shall treat all information which is obtained by the Housing Provider from the City in accordance with this Agreement as confidential and shall not disclose same, other than in accordance with this Agreement, without the prior written consent of

the City, unless required by law, provided however, that the Housing Provider shall notify the City immediately upon learning of the possibility of any such requirement in order to allow the City a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy).

## 7.2 MFIPPA

The collection, use and disclosure of information received by the City in connection with this Agreement shall be governed by MFIPPA.

## **8. DEFAULT AND TERMINATION**

### 8.1 Immediate Termination

The City may immediately terminate this Agreement upon giving notice to the Housing Provider where:

- (a) the Housing Provider breaches Section 6 (Conflict of Interest), or Section 7 (Confidentiality) of the Agreement;
- (b) the Housing Provider has been removed from the Prequalified Housing Provider List in accordance with Section 5.1; or
- (c) the Prequalified Housing Provider List as a whole (or all the Categories to which the Housing Provider has been appointed) has been terminated in accordance with Section 5.4.

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

### 8.2 Termination for Cause

Subject to the above paragraph, where the Housing Provider fails to comply with any of its obligations under this Agreement, the City may issue a rectification notice to the Housing Provider setting out the manner and timeframe for rectification. Within ten (10) Business Days of receipt of such notice, the Housing Provider shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the City. If the Housing Provider fails to either comply with that rectification notice or provide a rectification plan satisfactory to the City, the City may immediately terminate this Agreement. Where the Housing Provider has been given a prior rectification notice under this paragraph, the same subsequent type of non-compliance by the Housing Provider shall allow the City to immediately terminate the Agreement.

### 8.3 Termination in Addition to Other Rights

The express rights of termination in this Agreement are in addition to and shall in no way limit any rights or remedies of the City under this Agreement, at law or in equity.

### 8.4 Effect of Termination on Second Stage RFPs or Related Agreements

Any Second Stage RFP(s) and/or Housing Project Agreement(s) entered into between the Housing Provider and the City in relation to any Housing Projects in effect at the time this Agreement is terminated shall continue to be in effect unless and until such Second Stage RFP(s) and/or Housing Project Agreement(s) are terminated or expire in accordance with their terms.

### 8.5 Survival

This Section shall survive the termination or expiry of the Agreement.

## 9. NOTICES

### 9.1 Addresses for Notice

Unless otherwise provided in this Agreement, any notice, approval or other communication required or permitted to be given (“**Notice**”) shall be in writing and shall be personally delivered, sent by prepaid registered mail, or sent by email to the following addresses:

(a) if to the City, at:

City of Toronto  
[ADDRESS]

Attention: [Name, Title]

Email: [EMAIL]

with a copy to the City Solicitor at:

City of Toronto  
55 John Street, Stn.1260  
26th Floor, Metro Hall  
Toronto, ON M5V 3C6

Attention: City Solicitor

Email: [legalrec@toronto.ca](mailto:legalrec@toronto.ca)

(b) if to the Housing Provider, at:

[INSERT NAME]

[ADDRESS]

Attention: [NAME, TITLE]

Email: [EMAIL]

### 9.2 Deemed Delivery

Any Notice shall be deemed to have been validly and effectively given and received: (1) if personally delivered, on the date of delivery; (2) if sent by prepaid registered mail, on the third (3rd) Business Day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be provided by personal delivery or email; and (3) if sent by e-mail prior to 5:00 p.m. on a Business Day, on the day on which it was sent, or otherwise on the Business Day next following the day on which it was sent.

### 9.3 Changes

Either Party under this Agreement may from time to time by Notice to the other Party change its address for Notices under this Agreement.

## 10. INTERPRETATION AND GENERAL PROVISIONS

### 10.1 Defined Terms

Capitalized terms in this Agreement, including its Schedules, shall have the meanings given to them in Schedule “A” to this Agreement, unless the context otherwise specifies or requires.

## 10.2 Interpretation

- (a) Any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.
- (b) Without restricting or limiting the rights and privileges of the City to any broader interpretation, any breach or default of or in respect of a term, covenant, warranty, condition or provision of the Agreement, or a liability caused, by any of the Housing Provider's Personnel shall constitute a breach or default or liability caused by the Housing Provider.
- (c) A reference to any Act, bylaw, rule, policy or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule, policy or regulation or provision enacted in substitution thereof or amendment thereof.
- (d) This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way under this Agreement for any cause whatsoever.
- (e) Any reference to a "day" in the Agreement shall mean a calendar day unless expressly provided otherwise.
- (f) All references to time shall be deemed to be references to current time in the City.
- (g) The headings in the Agreement are for convenience of reference only and in no manner modify or interpret the Agreement.

## 10.3 Priority of Documents

The Agreement Documents will be complementary and what is required by any part thereof shall be considered as being required by the whole. In the event of a conflict or inconsistency, the Agreement Documents shall be interpreted in accordance with the following order of precedence:

- (a) the body of this Agreement and Schedules "A" (Definitions), "B" (Second Stage RFP Terms and Conditions) and "C" (Housing Provider Code of Conduct);
- (b) the Invitation; and
- (c) Schedule "D" (Prequalification Submission).

The foregoing Agreement Documents are incorporated into and form part of this Agreement, even if said documents are not physically attached hereto. The Housing Provider acknowledges receipt of all such documents.

## 10.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.

## 10.5 Severability

If any provision of this Agreement is determined to be void, invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in effect and bind the Parties.

10.6 Amendment in Writing

This Agreement may be changed only by written amendment duly executed by authorized representatives of both Parties.

10.7 Entire Agreement

This Agreement, as may be amended from time to time by the written agreement of the Parties in accordance with the terms herein, contains the entire agreement between the Parties, expressly superseding all prior agreements and communications (both oral and written) between the Parties with respect to all matters contained herein. It is agreed that there is no representation, warranty, collateral contract or condition affecting this Agreement, except as expressed herein. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the Parties, and no subsequent oral agreement shall have any validity whatsoever.

10.8 No Waiver

- (a) The waiver by a Party of strict compliance or performance of any of the terms and conditions of this Agreement or of any breach on the part of any other Party shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition of this Agreement or of any breach thereof.
- (b) No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by an authorized representative of the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

10.9 Agreement Binding

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, executors, administrators, and their permitted assigns.

10.10 No Assignment or Subcontracting

This Agreement shall not be assigned by the Housing Provider without the prior written consent of the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office which consent may be withheld or given subject to such terms and conditions as the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office deems appropriate.

10.11 Survival

Notwithstanding any other provision of this Agreement, the provisions of this Agreement which by their nature are continuing, including the provisions regarding confidentiality, shall survive the termination or expiry of this Agreement.

10.12 Counterparts, Electronic Signatures

This Agreement may be executed in any number of counterparts (including counterparts delivered electronically) and all such counterparts taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by electronic signature that is received by the City in a file format acceptable to the City. Such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.

[End of Page. Remainder of page intentionally left blank. Signature page immediately follows.]

**IN WITNESS WHEREOF** the Parties have each executed this Agreement attested to by the hands of their respective duly authorized officers.

**CITY OF TORONTO**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the City.

**[INSERT NAME]**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation.

## SCHEDULE "A"

### DEFINITIONS

**"Addenda"** or **"Addendum"** means a document containing additional information and/or changes to a Second Stage RFP issued by the City in accordance with the Second Stage RFP terms and conditions prior to the Submission Deadline.

**"Affordable Housing"** means rental or ownership housing where the monthly occupancy cost or purchase price is set in accordance with the City's definition of affordable housing and or any associated program requirements, in accordance with an agreement with the City, including a contribution agreement or a delivery agreement.

**"Affordable Rental Housing"** means permanent or transitional rental housing that is operated as Affordable Housing.

**"Agreement"** means the aggregate of the Agreement Documents agreed to by the Parties and any subsequent amendments thereto.

**"Agreement Documents"** means those documents set out in Section 10.3 (Priority of Documents).

**"Business Day"** means a day other than a Saturday, Sunday or any other day which the City has elected to be closed for business.

**"Category"** means one of the following categories on the Prequalified Housing Provider List:

- (a) Category #1: Operation of Affordable Rental Housing
- (b) Category #2: Operation of Supportive Housing
- (c) Category #3: Development and Operation of Affordable Rental Housing
- (d) Category #4: Development and Operation of Supportive Housing

and **"Categories"** has the corresponding meaning.

**"City"** means the City of Toronto and where an authority or discretion is conferred upon the City under the Agreement, means the appropriate official or representative of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time or under the Agreement.

**"City Contact"** means the contact person for the City in respect of a Second Stage RFP as identified in the applicable Second Stage RFP.

**"Community Housing Provider"** has the meaning given to it in the Invitation.

**"Conflict of Interest"** includes any situation or circumstance where,

- (a) in relation to the Invitation or any Second Stage RFP, the Housing Provider has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including (i) having or having access to information in the preparation of its Prequalification Submission or Proposal that is confidential to the City and not available to other housing providers; (ii) communicating with any person with a view to influencing preferred treatment in the selection process including the giving of a benefit of any kind, by or on behalf of the Housing Provider to anyone employed by, or otherwise connected with, the City; or (iii)

engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive selection process and render that process non-competitive and unfair; or

- (b) in relation to the performance of its obligations under this Agreement, the Housing Provider's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

**"Effective Date"** means the date of this Agreement as it appears on Page 1.

**"Executive Director, Housing Development Office"** means the division head responsible for the administration of the City's Housing Development Office and includes the Executive Director's designate or successor, if any;

**"Executive Director, Housing Secretariat"** means the division head responsible for the administration of the City's Housing Secretariat division and includes the Executive Director's designate or successor, if any;

**"Housing Project"** means a specific project for the development and/or operation of housing that includes Affordable Rental Housing or Supportive Housing and which may be identified by the City through a Second Stage RFP.

**"Housing Project Agreement"** means an agreement that may be executed between the City and a Prequalified Housing Provider following a Second Stage RFP, including an offer to lease, a lease or sub-lease, a contribution agreement, or other agreement as may be required.

**"including"** means "including but not limited to".

**"Invitation"** means the Invitation to Prequalify Community Housing Providers for Affordable Housing Projects issued by the City on June 2, 2026, including all parts, schedules and appendices, and any addenda issued by the City. Each reference to the Invitation in this Agreement shall be taken as a reference to the Invitation as modified by the addenda.

**"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

**"Party"** means each of the City or the Housing Provider, and **"Parties"** means both of them.

**"Personnel"** means the Housing Provider's personnel and includes:

- (a) the Housing Provider's officers, directors, partners, employees, agents and subcontractors;
- (b) any person employed or engaged by or under the control of the Housing Provider or its subcontractors to perform, provide, supply or undertake any part of the Housing Provider's obligations under this Agreement; and
- (c) any other person for whom the Housing Provider is responsible at law.

**"Prequalification Submission"** means all documentation submitted by the Housing Provider to the City in response to the Invitation, including any clarification letter(s), attached as Schedule "D" hereto.

**"Prequalified Housing Provider"** means a Community Housing Provider or an Umbrella Organization that has been prequalified by the City in one or more Categories in accordance with the Invitation or the process specified in Section 5.3 of this Agreement.

**“Prequalified Housing Provider List”** means the list of Prequalified Housing Providers established by the City in accordance with the Invitation and maintained in accordance with this Agreement, including all Categories thereof.

**“Proponent”** means a Prequalified Housing Provider that submits a Proposal in response to a Second Stage RFP and includes any Community Housing Provider that is submitting a Proposal jointly with a Prequalified Housing Provider that is an Umbrella Organization.

**“Proposal”** means an offer submitted by a Prequalified Housing Provider in response to a Second Stage RFP, which includes all of the documentation necessary to satisfy the submission requirements of the Second Stage RFP.

**“Second Stage RFP”** means a request for proposals process for selecting one or more Prequalified Housing Provider(s) to develop and/or operate a Housing Project, issued by the City in accordance with the Invitation and this Agreement.

**“Submission Deadline”** means the deadline to submit Proposals in response to a Second Stage RFP, as identified in the applicable Second Stage RFP.

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

**“Support Services”** refers to services, in addition to housing stabilization and eviction prevention, that tenants receive to promote housing stability, health, and well-being, as more particularly set out in the Invitation.

**“Supportive Housing”** means Affordable Rental Housing and a combination of housing assistance and Support Services that enable people needing Support Services to live as independently as possible in their community and improve their well-being.

**“Term”** has the meaning given to it in Section 1 of this Agreement.

**“Umbrella Organization”** has the meaning given to it in the Invitation.

[End of Page. Remainder of page intentionally left blank. Schedule "B" immediately follows.]

**SCHEDULE "B"**  
**SECOND STAGE RFP TERMS AND CONDITIONS**

**1. Proponent's Responsibility**

It shall be the responsibility of each Proponent:

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

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

**2. City Contacts**

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

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

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

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

Notwithstanding anything to the contrary set out in the RFP, each Prequalified Housing Provider 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, which may be 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/>, or provided by email in Adobe PDF format to all Prequalified Housing Providers eligible in the relevant Category or Categories, at the discretion of the City. 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 Submission Deadline. When an Addendum is issued, the Submission Deadline 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 Submission 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 Submission 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 timetable 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 Section 3 (Addenda), responses to Questions prepared and circulated by the City are not RFP documents and do not amend the RFP, unless such responses form part of an Addendum.

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

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

**6. Incurred Costs**

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

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

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

Prior to the Submission Deadline, a Proponent may amend its Proposal at any time after email submission of the Proposal. Proposals will not be viewed by the City until after the Submission Deadline and a Proponent may amend its Proposal one or more times if it so wishes prior to the Submission Deadline. If a Proponent amends its Proposal, the Proponent must resubmit the Proposal in full by email, indicating that it is a revised Proposal.

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

**8. Gifts or favours prohibited**

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

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

## **9. 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 that are the subject of the RFP;
- d. award one or more contracts for portions or all of the project 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, 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.

## **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 and the Executive Director, Housing Development Office 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 and the Executive Director, Housing Development Office 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 and the Executive Director, Housing Development Office through consultations with the Proponent, shall be referred by the Executive Director, Housing Secretariat, and the Executive Director, Housing Development Office, to the Deputy City Manager, Development and Growth Services or their designate 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 and Executive Director, Housing Development Office to take appropriate remedial action; or
  - (iii) Report to City Council with recommendations on the appropriate action, as applicable.

## **17. Limitation of Liability**

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

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

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

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

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

## **18. Proponents to be Single Legal Entities**

A Proponent must be a single, private legal entity, unless the Proponent is an Umbrella Organization required to submit a joint Proposal with a single Community Housing Provider. A Proponent may identify a Supporting Organization in its Proposal for a Housing Project and provide confirmation of an existing agreement between the Proponent and Supporting Organization or evidence of an intent to enter into such an agreement. Notwithstanding any partnership arrangement, the City will only award a Housing Project and enter into the necessary agreements with the Proponent, or where applicable in the case of an Umbrella Organization, with the applicable Community Housing Provider identified in the Proposal.

## **19. Participation in Multiple Proposals**

Submission of more than one Proposal by a Proponent will result in the disqualification of all proposals in which the Proponent is involved. The same Supporting Organization may be identified in more than one Proposal as a Supporting Organization only. For greater certainty, a Prequalified Housing Provider may not submit a Proposal and also be identified as a Supporting Organization in a Proposal submitted by another Proponent.

**20. Housing Provider Code of Conduct**

Each Proponent shall comply with the Housing Provider’s Code of Conduct as set out in Schedule C of the Framework Agreement.

[End of Page. Remainder of page intentionally left blank. Schedule "C" immediately follows.]

**SCHEDULE "C"**  
**HOUSING PROVIDER CODE OF CONDUCT**

**1. Honesty and good faith.**

- A. Housing Providers 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. Housing Providers shall make a proposal only if they know they can satisfactorily perform all obligations of any resulting agreement(s) in good faith.
- C. Housing Providers 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. Housing Providers must maintain confidentiality of any confidential City information disclosed to the Housing Provider as part of the selection process.
- B. Housing Providers 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.**

Housing Providers 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 Housing Provider 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 Housing Provider 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 Housing Provider, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Housing Providers;
- E. The Housing Provider 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 Housing Provider 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 Housing Provider.

**4. Collusion or unethical practices.**

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

**5. Illegality.**

- A. A Housing Provider 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. A Housing Provider 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 and/or Executive Director, Housing Development Office.

**6. Interference prohibited.**

No Housing Provider may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their duties. No Housing Provider may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Housing Provider 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 Housing Provider 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.**

Housing Providers 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 Housing Provider'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 Housing Provider, 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 Housing Provider communications shall be with the City Contact.

**11. Housing Provider performance.**

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

**12. Disqualification of Housing Providers for non-compliance.**

- A. Any contravention the Housing Provider’s Code of Conduct by a Housing Provider, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for City Council, the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office, or the City official with authority to award a specific project, to disqualify a Housing Provider from being awarded a specific project.
- B. City Council, the Executive Director, Housing Secretariat and the Executive Director, Housing Development Office, or the City official with authority to award a specific project, in consultation with the City Solicitor, may also disqualify any Housing Provider 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 Housing Provider’s Code of Conduct may also be grounds for the termination of any agreement awarded to that Housing Provider.

**13. Suspension of Housing Providers from future solicitations.**

- A. Without limiting or restricting any other right or privilege of the City, Council may suspend an Housing Provider’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 Housing Provider Code of Conduct or for any other professional misconduct or omissions that adversely reflect on the commercial integrity of the Housing Provider.

**14. Review of suspensions.**

- A. A suspended Housing Provider may apply to the Executive Director, Housing Secretariat and Executive Director, Housing Development Office 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 Housing Provider may be made by City Council based on the recommendation of both the Executive Director, Housing Secretariat, and Executive Director, Housing Development Office, subject to such reasonable conditions or limitations that ensure the Housing Provider will not pose a material risk to the City's selection process, contract management or reputation for the remaining duration of the original suspension.

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**SCHEDULE "D"**  
**PREQUALIFICATION SUBMISSION**

[TO BE INSERTED]