

Request for Proposals

City of Toronto

Development and Operation of For Indigenous, By
Indigenous Affordable Rental Housing at
15 Denison Avenue

August 28, 2026



NOTICE TO POTENTIAL PROPONENTS

REQUEST FOR PROPOSALS

Development and Operation of For Indigenous, By Indigenous Housing at 15 Denison Avenue

Please review the attached document and submit your Proposal to the address below by the closing deadline of **12:00 noon (local Toronto time) on Wednesday, November 16, 2026 (the “Closing Deadline”)**.

Proposals will not be considered unless received by the date and time specified above and received by the Housing Development Office as specified in this document.

Information Session	September 15, 2026 A 60-minute virtual information session will be hosted online by the Housing Development Office. Details on the information session will be posted on the Housing Secretariat Website under Open Requests for Proposals at: www.toronto.ca/affordablehousing
DEADLINE FOR QUESTIONS (in writing only)	October 9, 2026 All questions should be submitted in writing by mail to HDO-DR@toronto.ca
ADDENDA	Addenda will be issued with answers to questions received in writing. Addenda will be posted on the Housing Secretariat Website under Open Requests for Proposals at: www.toronto.ca/affordablehousing
CLOSING DEADLINE	November 16, 2026, 12:00 pm (noon, local Toronto time) submit proposals to HDO-DR@toronto.ca

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

Request for Proposals
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For Indigenous and By Indigenous Housing at
15 Denison Avenue

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Request for Proposals
Development and Operation of
For Indigenous and By Indigenous Affordable Rental Housing at
15 Denison Avenue

1.0 INTRODUCTION

The City of Toronto's Housing Development Office is pleased to offer this Request for Proposals (RFP) for the conveyance, development, and operation of rental housing at 15 Denison Avenue (the "Property") by an Indigenous Housing Provider, with a focus on providing affordable rental housing and culturally relevant on-site supports for an Indigenous tenant community.

In support of the City's commitment to truth, justice and reconciliation with Indigenous people, the City's HousingTO 2020-2030 Action Plan established an approval target of a minimum of 5,200 Indigenous-led affordable rental homes by 2030. Following consultation with the Miziwe Biik Development Corporation and a number of Indigenous partners, on June 15 and 16, 2022, City Council adopted item [MM45.46](#) – "Advancing Reconciliation through the Creation of Affordable Housing by Indigenous for Indigenous at 15 Denison Avenue" to convey the Property to an Indigenous non-profit organization to design, build, finance, own and operate purpose-built rental housing development that prioritizes affordable rental housing for Indigenous people.

The City's primary objective through this offering is to support truth and reconciliation with Indigenous people by conveying underutilized publicly owned land to an Indigenous Housing Provider to create a new purpose-built, Indigenous-led rental housing development. This project is intended to maximize affordable housing outcomes with a high quality of design and the integration of culturally relevant on-site supports, providing quality housing for current and future generations.

The Property is owned by the City of Toronto and will be conveyed to the Successful Proponent at a nominal cost. The Property is expected to include outdoor and cultural spaces that are appropriate for the future residents' needs and a minimum of 30% of residential units the future building must be developed and operated as Affordable Rental Housing. The Successful Proponent will be expected to operate the Affordable Rental Housing alongside the culturally relevant on-site supports included in the successful proposal, to be maintained for a 99-year affordability period.

The Successful Proponent must be an Indigenous Housing Provider who will enter into related legal agreements with the City. It is expected that the Successful Proponent will engage an experienced builder to develop, design and construct the building.

The deadline for Proposals is November 16, 2026, at 12:00 p.m. All the terminology and definitions used in this RFP are in Appendix 1 and key dates in the decision-making process can be found in Section 5.1 Schedule of Events.

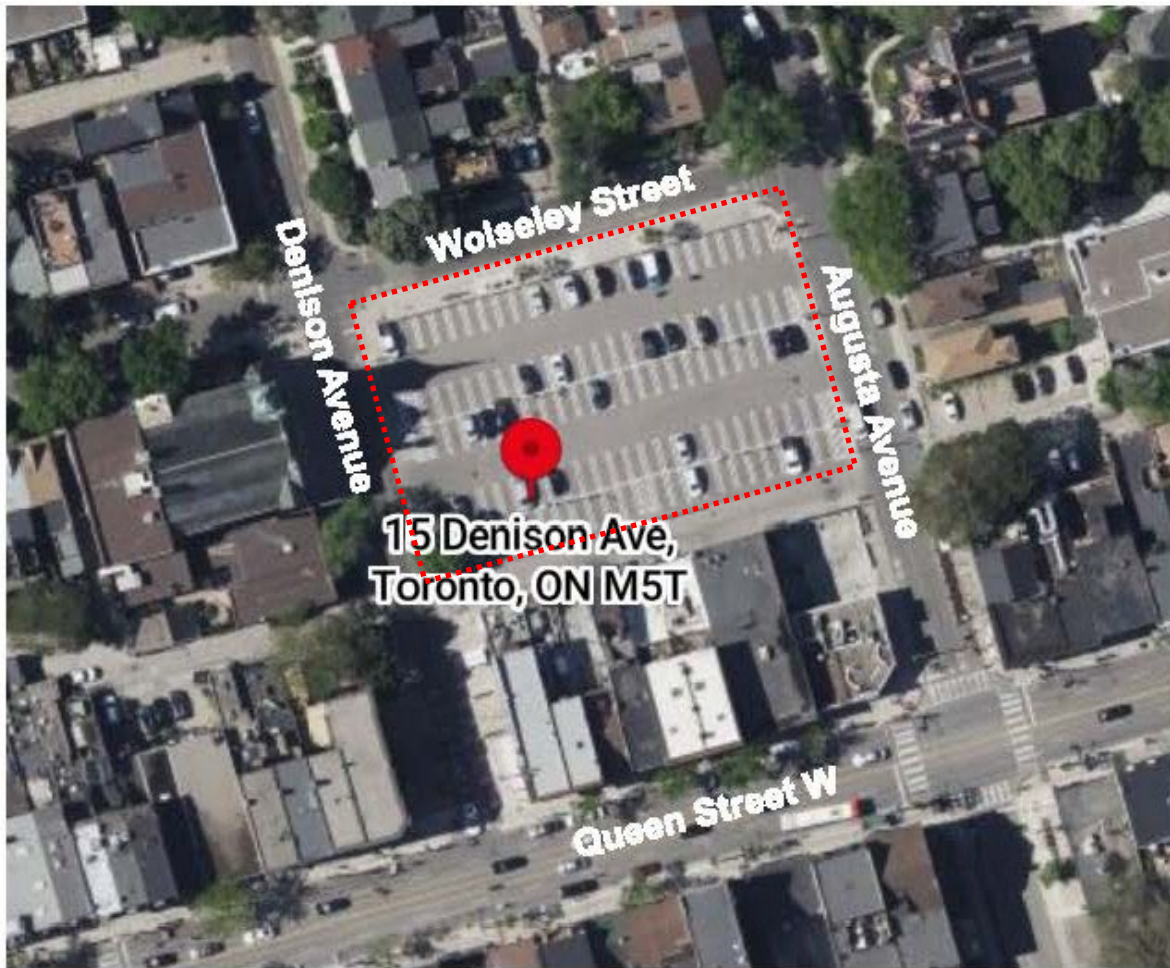
1.1. Existing Site Context

The Property is located in the Kensington-Chinatown neighbourhood of Toronto, within 40 metres of Queen Street West. The Property is part of a vibrant mixed-use community, providing access to transit, a variety of parks, commercial uses, recreational activities, community services and cultural events.

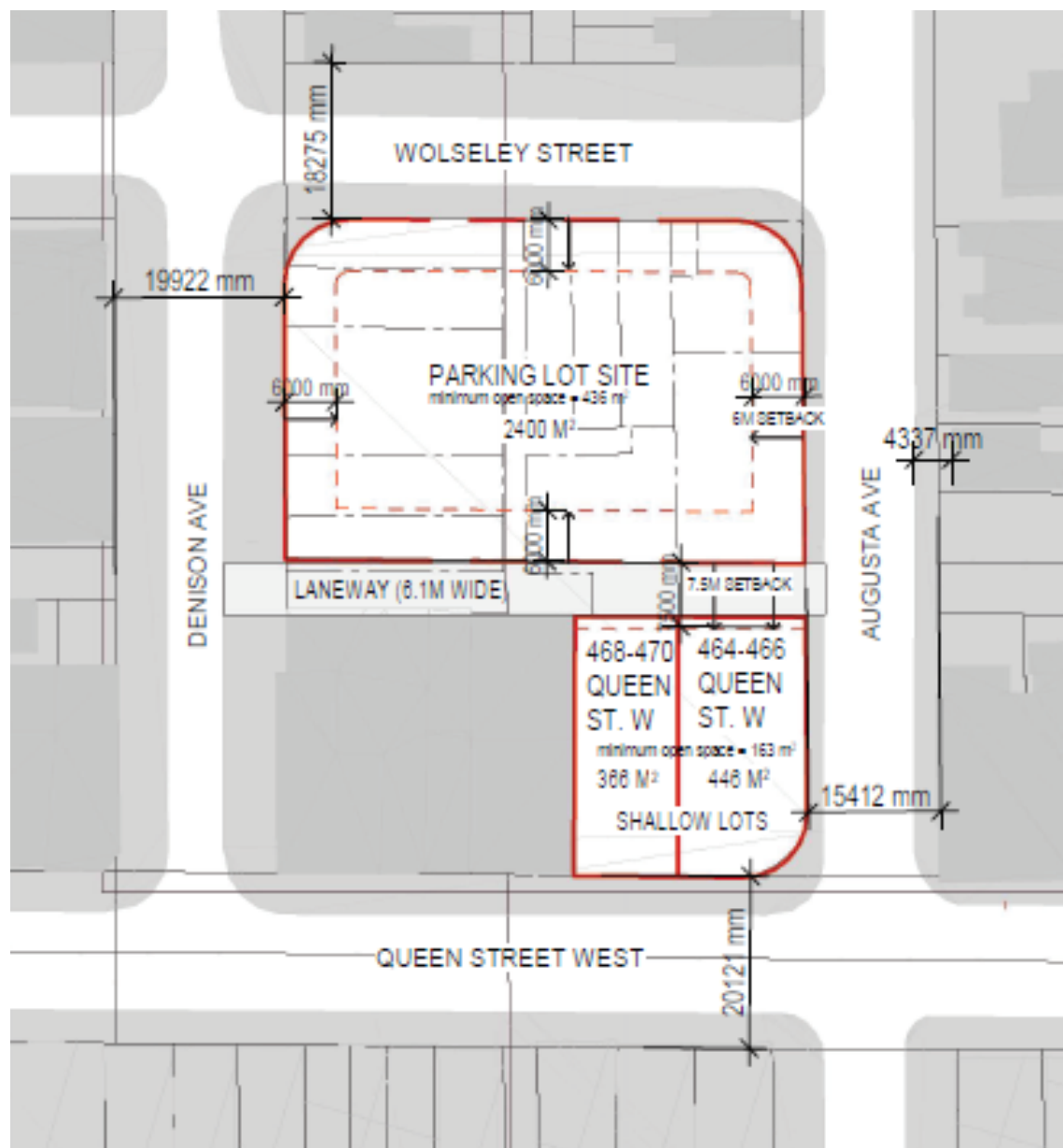
The Property consists of a rectangular shaped lot which is approximately 2,400 square meters (25,840 square feet) in size. The Property at 15 Denison Avenue is currently operated by the Toronto Parking Authority (“TPA”) as a 120-space surface parking lot (carpark 106).

The Property has frontage along Denison Avenue of 40.7 meters (438 feet), along Augusta Avenue of 40.3 meters (434 feet), along Wolseley Street of 64.3 meters (692 feet) and along the public laneway north of Queen Street of 64.6 meters (695 feet).

Post conveyance, the Successful Proponent, as future landowner, will be responsible for coordinating the ongoing operation of the parking lot directly with the Toronto Parking Authority. It is expected that the parking lot will remain in operation until construction commencement. The Successful Proponent will be required to provide sufficient notice to the TPA prior to construction commencement, enabling the TPA to appropriately decommission the parking facility.



15 Denison Avenue in the City of Toronto, legally described as Lts 6-8, Pt Lt 9 PI D127, Pt Lt 3 n/s Queen Street, TI 65, Pt Unlettered Lot as WA88252, WA88288, WA88331, WA88833, WA89463, WA90829, WA97766, WA88489. Pt Lt 1 PI D127, Pt Lt 3 n/s Queen St, Plan 65, Pt Lot 9 Plan D127, Lane PI 65&D127. Lots 1-5 Plan D127, Except WA95815, WA99649 and as shown on the Reference Plan below:



The City's Parks and Recreation (P&R) Division is creating a new 820 m² future park fronting 464-470 Queen Street West. The Successful Proponent will be included as a stakeholder in the community engagement and detailed design phases of the park development. The Project Advisory Group for the new park includes an Indigenous Sharing Circle composed of community members who are Indigenous to Canada and represent a diversity of Indigenous backgrounds and experiences. The Circle provides feedback and engages in meaningful discussions on Indigenous Place keeping elements at the park throughout the community engagement process. The Successful Proponent will be expected to join the Project Advisory Group and coordinate with P&R on the design of the park.

1.2. Environmental Status

The environmental work and associated costs related to the filing of a Risk Assessment for the Property have been undertaken by CreateTO on behalf of the City. Soil and groundwater concentrations have been identified above the Ministry of the Environment, Conservation and Parks (MECP) Table 3 Site Condition Standards (SCS) (Residential Land Use) for the following parameters:

- Petroleum Hydrocarbons (PHCs) and Xylenes;
- Various Metals, Electrical Conductivity (EC) and Sodium Adsorption Ratio (SAR);
- Polyaromatic Hydrocarbons (PAHs); and,
- Free Phase Product in groundwater.

To support the ongoing Risk Assessment for the Site, CreateTO's environmental consultant is in the process of undertaking a Free Product Removal Program ("the Program"). The Program will be completed in summer 2026 (pending MECP approval). CreateTO envisions the Risk Assessment process will be completed by winter 2026 and expect a Record of Site Condition (RSC) to be issued by early 2027. A Certificate of Property Use (CPU) will be completed for the Site through the RA process. It is assumed that the following risk management measures (RMM) will be required for the Site (pending MECP approval):

- Vapour mitigation system and associated monitoring;
- Fill/hard cap;
- Restriction on the planting of garden produce;
- Health and Safety Plan (HASP); and,
- Soil and Groundwater Management Plan (SGWMP).

RSC issuance is currently anticipated early in 2027. The ongoing costs associated with the soil/groundwater remediation and all Risk Management Measures outlined in the future Certificate of Property Use (CPU) will be the full responsibility of the Successful Proponent.

Additional information regarding environmental status and the following documents can be found in Appendix 7:

- Phase One Environmental Site Assessment (ESA)
- Phase Two Environmental Site Assessment (ESA)
- Geotechnical Investigation
- Hydrological Investigation
- Phase Two ESA Update
- Final Remediation Report
- Risk Assessment Pre-Submission Form
- Risk Assessment Report
- Soil Vapour Sampling Program

1.3. Redevelopment Potential and Planning Context

The Property is designated as Neighbourhoods in the City of Toronto's Official Plan and is currently zoned as Residential with existing as-of-right approvals for a maximum buildable height of 12 meters and a maximum density of 1.0 Floor Space Index. The re-development on this site under the as-of-right zoning could potentially allow for up to 25,840 square feet of gross floor area which could be used to construct approximately 10,000 square feet of cultural space and approximately 15-20 new rental homes.

The City has estimated that the site could accommodate a building of approximately 73,384 sq. ft. (7,375 square metres) of gross floor area (GFA) and approximately 80-100 new rental homes, subject to obtaining all necessary planning approvals.

The Successful Proponent will work with the City's Priority Development Review Stream ("PDRS") as part of the development application and development review process to complete all development approvals including Official Plan Amendments, Zoning By-law Amendments, and Site Plan Control application required to deliver the proposed development.

The Successful Proponent will be responsible for obtaining all required planning and development approvals to enable the proposed development. If an appeal is filed with the Ontario Land Tribunal (OLT), the Successful Proponent will be responsible for all associated costs as a result of an appeal, including but not limited to hiring a lawyer or representative, and retaining expert witnesses, and any award of costs by the OLT.

1.4. City Priorities for 15 Denison Avenue

The City's priorities are to select the best Proposal that:

- provides a high-quality, purpose-built, rental housing development with a focus on Affordable Rental Housing and Rent-Controlled Housing for Indigenous people;
- prioritizes the delivery of culturally competent housing with on-site supports to meet the needs of an Indigenous tenant population;
- delivered by a qualified and experienced development and rental housing administration team led by an Indigenous Housing Provider;
- presents a sustainable financial model for the proposed housing model, including the proposed on-site supports (and staffing if required); and
- ensures construction start, completion and occupancy occur in a timely manner.

1.5. Culturally Relevant On-Site Supports and Programming for Indigenous People

The City of Toronto recognizes that Indigenous people have the right to be actively involved in developing and determining housing and other economic and social support programs for their communities. All proposals must include on-site support services that facilitate culturally competent programming delivered by Indigenous-led agencies to enable culturally appropriate services and connection with community (i.e. local and/or home community, including First Nation band, Métis settlement).

Examples of support services and programming which may be provided by the Successful Proponent can, include, but will not be limited to:

- **Spaces for Ceremony** such as dedicated, ventilation-safe indoor spaces and outdoor areas specifically built for smudging, pipe ceremonies, and talking circles.
- **Land-based Healing and Food Security Supports** such as spaces for cultivating traditional plants, medicines, and community gardens.

Note: due to soil/groundwater contamination on the site, as detailed in Section 1.2 Environmental Status, a rooftop garden or raised planting beds will be needed for any garden produce.

- **Family and Community Programming** regular gatherings such as drum circles, beading workshops, language revitalization classes, and community meals.
- **Elder and Knowledge Keeper Programming** such as on-site access to Elders who can provide guidance, mentorship, traditional counseling, and intergenerational teachings to foster connections across generations.
- **Culturally Informed Support Workers** such as tenant support workers trained in trauma-informed care who can provide culturally appropriate case management, helping individuals connect with their heritage and assist with housing stability and life skills.

2.0 CITY RESOURCES TO BE PROVIDED

The following City resources are being offered as part of this RFP:

2.1. Conveyance of 15 Denison Avenue at Nominal Cost

The City intends to convey the Property to the Successful Proponent, prior to the start of construction, and the date that all of the following conditions have been met by the Successful Proponent:

- Subject to Council approval, execution of a Social Housing Agreement with related security in favour of the City to be registered on conveyance;
- Subject to Council approval, execution of the Option to Purchase Agreement between the Successful Proponent and the City in the form attached as Appendix 13 with notice of the Option to Purchase Agreement to be registered on conveyance
- execution of the Municipal Capital Facilities Agreement (the “Contribution Agreement”) between the City of Toronto and the Successful Proponent;
- receipt by the City of the Submission Status Letter confirming that a building permit application for the proposal has been received deeming the application sufficient, or a copy of the first-issued building permit;
- receipt of a formal Commitment Letter from the lender or a Construction Loan Agreement approved by the lender; and
- any such other conditions as may be determined by the Executive Director, Housing Development Office, and the Executive Director, Housing Secretariat.

In the event that the Closing Conditions in the Offer to Purchase have not been satisfied or waived by the City within four years of the execution of the Offer to Purchase, the Offer to Purchase will be terminated. Additional details on the terms of the land transaction can be found in Appendix 8.

2.2. Pre-Development Funding

The City will make pre-development funds available to the Successful Proponent to complete the design and due diligence work at 15 Denison Avenue. Pre-Development Funding will be provided as an interest-free, repayable loan subject to a Pre-Development Funding Agreement. The loan is repayable the earlier of three years from the date of the Pre-Development Funding Agreement and the date of the first draw of construction financing.

Whenever providing funding towards affordable housing projects, the City secures the affordable housing outcomes achieved by way of legal agreements and by registering the value of City benefits on title to the lands. The pre-development funding must be secured via a Pre-Development Funding Agreement with the City. The value of the repayable loan will be secured by way of a Charge/Mortgage of Lands (the “City

Charge”) registered against the Applicant’s lands, and/or assets as determined for the length of the loan period.

The pre-development funds will provide interest-free repayable loan funding for a range of pre-development activities. Costs incurred towards pre-development activities, including but not limited to the following activities are eligible:

- Business plans, including costs related to responding to requests for proposals,
- Analysis of need and demand for the proposed project,
- Preliminary design, project drawings and specifications,
- Environmental site assessments,
- Preliminary financial feasibility,
- Accessibility modelling study,
- Energy modelling study,
- Engineering studies Geotechnical reports,
- Construction cost estimates,
- Development Consultants,
- Professional appraisals,
- Completion appraisals,
- Site surveys,
- Special purpose surveys,
- Quantity surveyor/ Cost Consultant (required for draw requests),
- Costs associated with an escrow agent (required for setting up payment of loan disbursements),
- Contract documents,
- Final viability report,
- Project viability study, and
- Registration of security.

Respondents to the RFP will be expected to provide a completed Business Case, detailing the eligible pre-development work for which funding is being sought and the amount of total pre-development funding required. The Business Case is included as “Schedule A” to the template Pre-Development Funding Agreement found in Appendix 9. Additional details on the terms of the of the Pre-Development Funding Agreement can also be found in Appendix 9.

2.3. Capital Funding

City Council authorized capital funding for this project through the Rental Housing Supply Program (RHSP) to support the City in achieving its approved rent-controlled, affordable and rent-g geared-to-income rental housing targets. Proposals that anticipate needing capital support to deliver the affordable housing requirements of this RFP must meet the requirements of the RHSP with a demonstrated financial need shown in the Budget Forms found in Appendix 14.

The City will support the Successful Proponent in requesting additional funding and financing from other government sources. (see Section 2.8).

2.4. Financial Incentives

The City will make incentives available for all Affordable Rental Housing and Rent-Controlled Housing created on this site. The incentives include exemptions and waivers of the following fees and charges:

- Development Charges (for affordable housing units, if not exempted by provincial legislation);
- Building Permit & Planning Application fees;
- Waiver of Road Disruption Activity Reporting System (RoDARS) applications fees and related fees
- Parkland Dedication Fees (if not exempted by provincial legislation);
- Subject to Council approval, residential property taxes from the commencement date of occupancy, for the length of the affordability period for all Affordable Rental Housing and Rent-Controlled Housing units.

2.5. Housing Benefit Funding

Successful Applicants are eligible to receive Housing Benefits such as Rent-Geared-to-Income funding from the City to provide more deeply affordable homes to qualified households for Affordable Housing Units. Applicants may indicate in their application if they are willing to make a greater proportion of the affordable rental homes available to households in receipt of housing benefits (beyond the minimum 20%), and whether they will require operating subsidies for these units from the City or have their own sources of funding. Actual Housing Benefits funding is subject to annual approval of Housing Secretariat's budget through City Council.

2.6. Expedited Planning Review and Approvals

The zoning and site plan application for the development will be processed through the City's Priority Development Review Stream ("PDRS"). This is intended to improve development application review timelines and is targeted at affordable housing and other high priority projects. The PDRS team provides a dedicated and multi-disciplinary staff team to facilitate an efficient application review.

2.7. Build Canada Homes

Subject to project-specific underwriting, the project was approved for Build Canada Homes ("BCH") funding in August 2026. Should the Successful Proponent elect to access this funding, they will work directly with BCH to finalize the terms and conditions of its receipt.

2.8. Canada Mortgage and Housing Corporation

The City contributions of land at nominal cost, funding, and financial incentives will provide the support required to be deemed a co-investing municipal partner by CMHC. The City will work with the Successful Proponent to facilitate any CMHC funding and financing applications.

3.0 PROJECT REQUIREMENTS

3.1. Who should apply?

The City is seeking an Indigenous Housing Provider with a strong development, management and financial track record of developing and operating rental housing, preferably with supportive, social or affordable housing program experience.

To qualify, Indigenous Housing Providers must meet the terms of the definition outlined in this RFP and all of the following criteria:

1. They must be 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
2. They must be a recognized Indigenous organization **permanently** based in the Greater Toronto Area (GTA) in which key decision-makers, such as membership, directors and/or senior management are **majority** Indigenous;
 - For the purpose of this RFP, the GTA is defined by the geographic boundaries of Toronto, Durham, York, Peel and Halton.
 - For the purpose of this RFP, majority Indigenous means that **51% or more of the entity is Indigenous controlled**.
 - An organization may prove this requirement by being registered on the Government of Canada's **Indigenous Business Directory**, but this is **not a requirement for qualification**.
 - Joint ventures between Indigenous and non-Indigenous organizations may be accepted, provided that the Indigenous organization(s) is permanently based in the GTA and has at least 51 percent control of the joint venture.
 - In partnerships between Indigenous and non-Indigenous organizations, the Indigenous organization must be based in the GTA.

3. They must have a mandate **to provide housing and/or services primarily to Indigenous people**:
 - This **must** be proven through Articles of Incorporation, Letters Patent, an attestation letter, or through providing a portfolio of projects demonstrating a commitment to the Indigenous community.
4. They must be accountable to the Indigenous community by having key-decision makers, government members or Directors elected by members from the Indigenous community and from the Indigenous community.
 - This requirement will be met if the Board is primarily comprised of members who are Indigenous or if the membership is **majority** Indigenous.
5. They must provide a completed Indigenous Housing Provider Letter of Attestation as appended in Appendix 16.

To maintain the integrity of this Request for Proposals, Miziwe Biik Development Corporation reserves the right to confirm the validity of an Indigenous Housing Provider through a Proof of Indigenous Identity process.

In addition, all Indigenous Housing Providers are required to submit a completed Indigenous Housing Provider Letter of Attestation with their application.

Any misrepresentation of Indigenous identity in an application could result in disqualification of the organization from existing and future calls for proposals or could result in termination of any existing agreements.

3.2. Intended Tenant Group

This project is intended to provide affordable and rent-controlled rental homes alongside culturally relevant, on-site supports for Indigenous people, which may include people experiencing or at risk of homelessness.

Indigenous Housing Providers with specific experience and expertise providing housing and support services for Indigenous people are invited to respond to this RFP. The specific tenant group to be supported at this site will be finalized in the Access Plan. However, Indigenous households must be prioritized for all units.

Tenants for Rent-Geared-to-Income units may be identified either through a Referral Agreement with a not-for-profit organization(s) who have a relationship with the Successful Proponent or through the City's Housing Access System, or other processes as approved by the City. Prospective residents, who meet the eligibility criteria, and have approved City housing allowances may be provided with the opportunity to apply for rent-geared-to-income units.

The City's [Affordable Rental Housing Administration Manual](#) provides an overview and requirements for the administration of affordable housing and is intended to be a resource for landlords, housing providers and property managers.

3.3. Legal Agreements

Proponents responding to this RFP are required to sign Offer to Purchase attached hereto as Appendix 8. The Offer to Purchase, as well as the following template agreements are attached as Appendices to this RFP:

- Pre-Development Funding Agreement (Appendix 9);
- DCA 4.1 Agreement (Appendix 10);
- Contribution Agreement (Appendix 11);
- Social Housing Agreement (Appendix 12);
- Offer to Purchase Agreement between the Successful Proponent and the City (Appendix 8);
- Option to Purchase Agreement (Appendix 13).

Applicants should carefully review these documents before responding to this RFP. Proponents are reminded that there is a question-and-answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in each.

A signed copy of the Offer to Purchase (Appendix 8) must be included in the Proposal Submission package. By replying to this Request for Proposals with a signed copy of the Offer to Purchase, the Proponent is acknowledging and agreeing to the form of the legal agreements appended to this RFP, substantially in the form of the Appendices attached.

3.4. Residents, Rent Levels and Marketing

3.4.1. Residents and Marketing

The City's intention is to create a rental community with a focus on Affordable Rental Housing for Indigenous residents with culturally relevant on-site supports. An Access Plan will be required prior to occupancy that outlines how the Affordable Rental Housing and Rent-Controlled Housing is marketed to the Indigenous community and how tenants are selected.

New prospective residents of Affordable Rental Units and Rent-Controlled Units are to be income-tested to ensure that their household income is no more than four times the annual rent of their unit. This applies for all new tenants, at initial occupancy and on turnover of a unit.

3.4.2. Rent levels

Affordable Rental Housing

A minimum of 30% of the total residential units within the project are to be dedicated to Affordable Rental Housing with Monthly Occupancy Costs that cannot exceed Affordable Rents. **Table 1** outlines the current Affordable Rents in 2026.:

Table 1

Unit Type	Affordable Rents (2026)
Studio	\$1,127
1-bedroom	\$1,426
2-bedroom	\$2,055
3-bedroom	\$2,351

The Affordable Rents must be maintained for a 99-year affordability period. Monthly Occupancy Costs include the cost of heat, water, hot water and hydro; and Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges. 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 Occupancy Costs.

The 2026 Affordable Rents, outlined above, 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 of occupancy.

Rent-Controlled Housing

Up to 70% of the total residential units within the project may be dedicated to Rent-Controlled Housing. Rents for Rent-Controlled Housing may be set above the Affordable Rent amount but cannot exceed 150% Average Market Rent (AMR) for the City of Toronto, by bedroom type, as provided annually by CMHC. Only Community Housing Providers, inclusive of Indigenous Housing Providers, are eligible to receive City Incentives for Rent-Controlled Housing. **Table 2** depicts the current Rent-Controlled Rent by unit size:

Table 2

Unit Type	Rent-controlled Rents (2026)
Studio	\$2,184
1-bedroom	\$2,572
2-bedroom	\$2,977
3-bedroom	\$3,385

The Rent-Controlled Rents must be maintained for 99-years. Monthly Occupancy Costs include the cost of heat, water, hot water and hydro. Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges. 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 Occupancy Costs.

The Residential Tenancy Act guideline increase applies pursuant to the terms of the Contribution Agreement and the Social Housing Agreement, despite the normal exemption for new buildings under the legislation. Rent-Controlled Rents may increase annually for existing tenants by no more than the provincial rent increase guideline +2%. On turnover, the rent cannot exceed the published Rent-Controlled Units rent.

3.4.3. Housing Benefits

To increase affordability for tenants, the Successful Proponent will make 20% of the Affordable Rental Housing units in the development available to households receiving a monthly Housing Benefit from the City. All Housing Benefit units, including Rent-Geared-to-Income units, must be filled through the City's centralized Rent-Geared-to-Income (RGI) waitlist, with Indigenous priority applied where applicable or through alternative Indigenous referral pathways, subject to approval by the Housing Secretariat. Additional Housing Benefits may be available. Applicants are welcome to propose additional affordable units to be eligible for Housing Benefits, to increase the affordability of homes in the project.

The availability of funding City Housing Benefits will be confirmed through the approval of the Access Plan.

Additional Housing Benefits may be supplied by the Proponent through other government programs or a referring agency to deepen the affordability of the units.

3.5. Support Services

Applicants who identify that they intend to provide support services within their application will be prioritized. The City welcomes proposals from organizations with access to support services and healthcare funding for tenants of the Property, including in-kind supports or funding from the Provincial government. Organizations with existing health and/or social sector relationships, or those established for the purpose of responding to this RFP, are encouraged to apply. Proponents are encouraged to provide details on additional sources of funding for support services for tenants at this Property, if available.

The City is not able to guarantee the availability of support services funding on any given year or on an ongoing basis.

Examples of services and programming which may be provided by the Successful Proponent can, include, but will not be limited to:

- **Spaces for Ceremony** such as dedicated, ventilation-safe indoor spaces and outdoor areas specifically built for smudging, pipe ceremonies, and talking circles.
- **Land-based Healing Supports** such as spaces for cultivating traditional plants, medicines, and community gardens.

Note: due to soil/groundwater contamination on the site, as detailed in Section 1.2 Environmental Status, a rooftop garden or raised planting beds will be needed for any garden produce.

- **Family and Community Programming** regular gatherings such as drum circles, beading workshops, language revitalization classes, and community meals.
- **Elder and Knowledge Keeper Programming** such as on-site access to Elders who can provide guidance, mentorship, traditional counseling, and intergenerational teachings to foster connections across generations.

3.6. Design and Accessibility Guidelines, Energy Efficiency and Other Regulations

In addition to meeting City Planning and Toronto Building requirements, there are a number of guidelines and regulations that must be addressed in Proposals. Links to the following guidelines and regulations:

The Housing Development Office is currently in the process of updating the [Affordable Housing Design Guidelines](#). While this work is ongoing, we are providing the following interim guidance for Proposals to this RFP. We

understand that meeting the needs of specific resident populations, and site conditions can result in differences in unit size and mix. For proposed units that do not align with the interim guidance, we may require further information about your Proposal. To confirm whether your Proposal aligns with this guidance, floor plans indicating the size and location of all affordable units should be included in the Development Plan, as outlined in Section 4.6 of this RFP. Please note that the benchmarks included in this RFP do not supersede requirements established through the planning approvals process, including any applicable unit size requirements set out in planning approvals (e.g. Secondary Plans) or other Council-approved requirements.

Unit Mix Guidance

40% One bedroom*
40% Two Bedroom
20% Three Bedroom

**Provision of one-bedroom units over studios preferred where possible (with studios being used to fill gaps in floor plans), unless justification based on the needs of the specific population is provided and approved by the Executive Director, Housing Development Office.*

Average Unit Size Guidance**

Studio	400 sf
One-Bed	550 sf
Two-Bed	750 sf
Three-Bed	950 sf

***Unit sizes proposed more than 10% smaller than the above average size may be approved by ED HDO and ED HS, subject to further justification and information to be provided by the applicant.*

3.6.1. The Energy Consumer Protection Act 2010 and Ontario Regulation 389/10 require that suite meters be installed.

3.7. Modern Methods of Construction (MMC)

Proposals are expected to incorporate Modern Methods of Construction as defined by the [MMC Framework](#) developed by the University of New Brunswick's Offsite Construction Centre. The City requires, at a minimum, panelized and structural components to be included as part of the construction at this Property. More information on Modern Methods of Construction can be found in the linked document above.

4.0 MAKING A PROPOSAL

Proponents must fully respond to all sections as outlined in this section 4.0. To assist in the preparation of Proposals, Appendix 4 contains a Submission Checklist of all required submission documents.

4.1. Executive Summary (Not Scored)

4.1.1. 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 Proposals to this RFP. The Letter of Introduction should contain the same signature as the person signing the Proposal Submission Form.

4.1.2. Indigenous Housing Provider Attestation Letter

A completed copy of the Indigenous Housing Provider Attestation Letter separately attached as Appendix 16 is to be submitted as part of the Proposal.

4.1.3. Table of Contents

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

4.1.4. 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.

4.2. Offer to Purchase & Board Resolution (Not Scored)

A signed copy of the Offer to Purchase attached hereto as Appendix 8 is to be submitted as part of your Proposal. **The first page is to be completed with the information requested and the final page signed.** Proponents responding to this RFP are required to sign the Offer to Purchase.

All Proposals must include a certified copy of a resolution of the Proponent's board of directors authorizing Offer to Purchase and the transaction. There is no need to include the schedules (i.e. the Purchase Agreement, and Contribution Agreement) in your Proposal.

4.3. Development Qualifications (20% Weighting)

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

4.3.1. An outline that demonstrates the Proponent (including the non-profit and partnership entities if applicable) have a robust development management and construction team including the staff, organizational capacity, housing development experience and construction capability to design and develop a project to completion on the scale and complexity required by this RFP.

4.3.2. Details of housing developments completed over the last ten years by the Proponent (including the non-profit and partnership entities if applicable), 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.

4.3.3. References for housing projects developed over the past five years by the Proponent must include:

- i. name of the reference and 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 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).

4.3.4. A list of the Proponents (including the non-profit and partnership entities if applicable) 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, 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 proposed project.

4.3.5. Resumes for key consultants and individuals (including the non-profit and partnership entities if applicable) as an appendix to the Proposal. 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. The Proponent will accept all liability for disclosure if any consent is not provided to the City.

4.4. Management Qualifications (10% Weighting)

Demonstrate the Proponent's experience in operating quality 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:

4.4.1. An outline that demonstrates the Proponent has the experience to effectively manage the Property over the term.

4.4.2. References for housing projects managed over the past five years by the Proponent including:

- name of the reference and their relationship to the Proponent or partner;
- a contact name and title, postal address, telephone number, e-mail and website, if any;
- a description of the project, highlighting the number of units, location, type of residents, tenure, age of building, specific features, etc.; and
- 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.

4.4.3. A list of key consultants, organizations and individuals known at this time that would be involved in property management and support services, 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 building.

4.4.4. Resumes for the consultants and individuals involved in property management and any proposed support service provision as an appendix to the Proposal. Include a signed consent authorizing the disclosure of personal information to the City, or its designated agent, for each resume that is submitted. The Proponent will accept all liability for disclosure if any consent that is not provided to the Proponent.

4.5. Corporate Financial Viability and Capital Funding and Financing Plan (15% 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:

4.5.1. Proof of financial viability:

- i. audited financial statements or annual report for the two (2) most recent years available showing the status of reserve funds;
- OR
- ii. a letter from its financial institution or accountant providing assurance to the City that the Proponent:
 - Has been and is financially viable and solvent;
 - Will have the financial capacity to complete the required work referenced in the Proposal; and,
 - Will not encounter any undue financial burden due to the undertaking of work for this Project.

4.5.2. Copies of the organization's Articles of Incorporation or Letters Patent, the general and borrowing bylaws, as well as a list of the directors.

4.5.3. If the Proponent has been formed to develop and/or manage the work at the Property, information about each member organization. Describe the legal nature of the relationship and the roles and responsibilities of each party. Provide details of how and when the parties have worked together in the past.

4.5.4. If a subsidiary corporation is to be used for development or management purposes, information on both the parent and subsidiary corporations.

The Proponent is also to provide details on the capital funding and financing plan which includes the following:

4.5.5. Details of the proposed breakdown between affordable rental units, rent-controlled units and non-affordable rental units, and on-site supports, meeting at a minimum, the requirements listed in Section 3.3.2 of this RFP, and cultural space and outdoor space. The intent is for the percentage and number of affordable housing units to be maximized, while demonstrating financial viability.

4.5.6. Details of the equity to be contributed by the Proponent.

4.5.7. Details of all proposed capital funding sources for the development of the Property, such as construction financing, mortgage financing and contributions or grants from other sources (i.e. CMHC's National Housing Strategy programs).

Provide an indication as to how financial contributions will be secured, when confirmation of support will be provided, and a strategy or proposal to address any shortfall.

4.5.8. Should Proponents believe funding contributions are required to successfully complete and/or operate the building, these should be detailed and fully supported in their Proposal. When supported by sound analysis, acknowledging the need for additional financial resources will not negatively impact a Proponent's score.

4.5.9. Conditional approval for construction financing must be in place before the Purchase and Contribution Agreement are signed.

4.5.10. A completed Capital Budget (using the form attached as Appendix 14) with detailed notes on assumptions used to arrive at cost figures. Include cost figures for the entire development and describe the method used to estimate the costs.

Note: Proponents are responsible for reviewing Phase 1 and 2 Environmental Site Assessments (ESAs) for the Property. All completed environmental reports are available, separately attached in Appendix 7.

4.5.11. A monthly cash flow plan for all sources of capital funding in keeping with the anticipated development schedule from Section 4.5 which indicates the major development milestones.

4.6. Development Plan and Schedule (20% Weighting)

Demonstrate that the proposed building incorporates sound planning principles in its design, exemplifies good architecture, fits within the neighbourhood context, takes into account the [Affordable Rental Housing Design Guidelines](#) by providing the following:

4.6.1. Concept drawings that clearly illustrate the site plan context, main floor level, typical and unique floors, including parking level(s), if applicable, with building sections and elevations. Provide dimensioned unit plans and size (metric units only). The Proposal should include a target mix of unit sizes, with a minimum of twenty per cent (20%) of affordable units being fully barrier Free plus fully barrier free common areas.

4.6.2. An illustration of how the design addresses the needs of the resident groups described in the Proposal. Discuss any design features being incorporated. For units with sizes significantly above or below the City's Affordable Housing Design Guidelines, provide a rationale for the variance.

4.6.3. A description of the overall approach to the design of the development property, including cultural space and outdoor space, and how it integrates with the immediate neighbourhood i.e. how the design and massing will fit harmoniously into the existing context while minimizing impacts on neighbouring streets, parks, open spaces and properties.

4.6.4. A description of how the Proponent intends to incorporate Modern Methods of Construction into the development. Including how panelized, and or structural components will be used. For more information refer to the Modern Methods of Construction Framework ([MMC Framework](#)) prepared by the university of New Brunswick.

4.6.5. An outline of how the durability and quality of the building will be achieved to reduce the maintenance costs and prolong the life of the building.

4.6.6. An explanation of the approach taken to achieve design, accessibility guidelines and energy efficiency requirements outlined in Section 3.4 above

4.6.7. Information on planning approvals needed. Include information that highlights the Proponent's ability to achieve the approvals required such as details of any planning applications submitted in the last five years and the results of the applications.

4.6.8. Provision of adaptable, accessible units and as many universal design features as possible

Demonstrate that the Proponent is able to begin work and start construction in a timely manner, by providing the following:

4.6.9. A description of how and when staff, consultants and other resources will be hired and/or mobilized to begin work at the Property.

4.6.10. A legible Gantt Chart (or similar) indicating specific dates for the development milestones, including, but not limited to, contract tendering and closing, Site Plan Application and approval, building permit approvals including, specifically, first permit and full building permit, start of construction, mortgage commitment, completion of structural framing, substantial completion and occupancy of the units.

4.7. Operating Plan (20% Weighting)

Demonstrate that your Proposal is financially viable, in addition to keeping the building in a state of good repair and continuing to provide quality, affordable rental housing, by providing the following:

4.7.1. A completed Proposed Rents Form (see Budget Forms separately attached as Appendix 14) to show the range of proposed rents and unit type and ability to achieve the Affordable and Rent-Controlled Rents as outlined in Section 3.4

4.7.2. A completed Operating Budget (in the form attached as Appendix 14) with detailed notes on assumptions to arrive at cost figures. Include figures for the entire Property, including other components, if any.

Note: All Affordable Rental Housing and Rent-Controlled Housing units in the development will receive a property tax exemption beginning at occupancy for the length of the affordability period.

Note: Operating budgets are to be based on 2026 costs, showing assumptions for escalation until the time of occupancy.

4.7.3. A completed 10-year Operating Budget to show the sustainability of the model over time with anticipated inflationary costs.

4.7.4. An explanation on whether the Proponent is proposing to be a participating partner in the form of operating funding or support services.

4.7.5. Details respecting Access Plans, including the method proposed for tenant identification, and/or tenant eligibility requirements, to include tenants from the Indigenous community.

4.7.6. A summary chart of the type of units being offered to tenants. Specify any additional demographic being targeted if applicable.

4.7.7. The proposed unit type mix, which will be set out in the in the Contribution Agreement and must be adhered to for the affordability period.

4.7.8. 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, cultural programming and on-site supports.

4.7.9. The way in which deeper levels of affordability may be achieved, if possible.

4.8. On-site Support Services and Programming (5% Weighting)

This section of the Proposal should demonstrate how the Proponent and/or provider of on-site support services and cultural programming will incorporate cultural relevancy into the development to support Indigenous tenants. Recognizing the many cultural and environmental distinctions between

communities, for the purposes of responding to this RFP, the proposed services and programming should be informed by the intended tenant group as described in Section 3.2.

4.8.1. A support services plan for the proposed, cultural programming and on-site support services with explanation for how the proposed programming and supports will meet the needs of an Indigenous tenant population.

4.9. Consultation and Communications Outreach Plan (5% Weighting)

Demonstrate the Proponent's capacity and plans to engage and consult with the Indigenous community and relevant stakeholders and to facilitate the integration of the proposed housing and its residents into the community, by providing the following:

4.9.1. Details on how the Proponent intends to engage in meaningful consultation with Toronto's diverse urban Indigenous community.

4.9.2. An outline of any specific neighbourhood issues which may require particular attention in the consultation and communications plan.

4.9.3. An outline of the proposed community consultation and communications to be implemented over the life cycle of the project (i.e. pre-construction, construction and occupancy phases).

4.9.4. A list of any key consultants, organizations or individuals that may be involved in the community consultation process, their experience and expertise with similar projects and their duties and responsibilities regarding the project.

4.9.5. Resumes for key consultants and/or individuals that may be involved in community consultation and communications as an appendix to the Proposal. Include signed consent forms authorizing the disclosure of personal information to the City, or its designated agents, for any resumes that are submitted. The Proponent will accept all liability for disclosure if consents are not provided to the City.

4.10. Exceeding Minimum Requirements (5% Weighting)

If the Proponent can demonstrate that the following minimum requirements can be exceeded, additional weighting will be attributed for the following areas:

4.10.1. The inclusion of more affordable rental units than the minimum 30% requirement.

4.10.2. The inclusion of deeper levels of affordability than the minimum requirement.

4.10.3 The inclusion of controls on rent increases for affordable and market tenants that exceed the minimum requirement

4.10.4. The inclusion of more than 15% of market rental homes as accessible, meeting Ontario Building Code requirements for barrier-free.

4.11. Additional Mandatory Requirements

Each proposal must include the completed mandatory submission form provided in Appendix 15 – Mandatory Submission Form.

5.0 EVALUATION CRITERIA

Proposals will be assessed on the basis of information provided by the Proponents at the time of submission. The weighted evaluation criteria below are in keeping with the requirements outlined in Section 4.0. In the event of a tie, Proposals will also be evaluated based on how well they meet the City Priorities for this RFP as outlined in Section 1.4.

Evaluation Criteria Summary

Evaluation Criteria	Evaluation Weighting
Prerequisite: Minimum 30% of residential units as affordable rental units for 99 years	Pass/Fail
Prerequisite: Main Proponent is an Indigenous Housing Provider as defined in the RFP	Pass/Fail
Prerequisite: Proposal indicates intended Modern Methods of Construction approach as defined in the RFP	Pass/Fail
1. The Proponent:	45%
a) Development team capability, experience and record in acquiring land and developing purpose built and affordable rental housing (as per section 4.3 of the RFP)	20%
b) Operating experience in managing affordable rental housing; financial capability and resources, corporate financial viability (as per section 4.4 of the RFP)	10%
c) Ability to execute on this deal and secure financing (quality of collateral, guarantors, experience with CMHC) (as per section 4.5 of the RFP)	15%
2. The Proposal:	55%
a) The Development Plan and Schedule: The design, plan, timeline to construction start and occupancy (as per section 4.5 of the RFP)	20%
b) The Operating Plan: Demonstrate that your Proposal is financially viable for the affordability period, in addition to keeping the building in a state of good repair and continuing to provide quality, affordable, rental housing throughout the affordability period (as per section 4.6 of the RFP)	20%

Evaluation Criteria	Evaluation Weighting
c) On-Site Support Services and Programming (as per section 4.7 of the RFP) i) Cultural relevance and quality of services and programming plan ii) Understanding of target tenant group and demonstrated experience	5%
d) Consultation and Outreach Components (as per section 4.8 of the RFP) i) Community consultation and communication approach ii) Indigenous communication strategy	5%
e) Affordable Housing Components that exceed the minimum requirements (as per section 4.9 of the RFP): i) The inclusion of more affordable rental units than the minimum requirement ii) The inclusion of deeper levels of affordability than the minimum requirement iii) The inclusion of controls on rent increases for affordable and market tenants that exceed the minimum requirement iv) The inclusion of an increased proportion of accessible and or barrier-free units	5%
WEIGHTED SCORE	100%

Note: The successful Proposal must score a minimum of 70 percent. The City shall not be obliged to accept any Proposal in response to this RFP.

5.1. Schedule of Events

Milestone	Date
RFP Issued	August 28, 2026
RFP Information Session	September 15, 2026
Deadline for questions from Proponents	October 9, 2026
Release of final addendum	TBD
Closing Deadline	November 16, 2026
Estimated completion of evaluation process	Q1 2027

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible and posted on the "Open Requests for Proposals" page.

5.2. Information Session

An on-line information session will be held on September 15. Details on how to participate will be posted in advance on the "Open Requests for Proposals" page of the City's Affordable Housing Partners website at: www.toronto.ca/affordablehousing.

6.0 SUBMITTING YOUR PROPOSAL

Background documents will be provided to Proponents to help prepare Proposals following a request emailed by Proponents to: HDO-DR@toronto.ca, as referenced on the website.

Each Proposal must be by digital submission only.

The following process is in place for digital submissions:

Proposals must be submitted via email to: HDO-DR@toronto.ca. Proponents will receive a notification e-mail confirming receipt.

A maximum of 45MB can be accepted as an attachment in each email to HDO-DR@toronto.ca. 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 HDO-DR@toronto.ca by November 15 by 9:00 a.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 HDO-DR@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 EVALUATION AND APPROVALS

7.1. Evaluation Committee

All Proposals will be evaluated through a comprehensive review and analysis in keeping with the RFP Process Terms and Conditions in Appendix 5. The review process will be carried out by an Evaluation Committee which may include members of the Housing Development Office, the Housing Secretariat, City Planning and CreateTO, Development Review division, as well as Miziwe Biik Development Corporation. The City's Financial Planning, Legal Services and other relevant divisions will be consulted as part of the Evaluation Committee's review. The Evaluation Committee may, at its sole discretion, retain additional committee members or advisors. The aim of the Evaluation Committee will be to select the Proposal which, in its opinion, best meets the City's requirements under this RFP.

7.2. Clarifications

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal, to clarify understanding and remove a contradiction or ambiguity. The clarification process shall not be used to obtain required information that was not submitted at time of closing of the RFP or to promote the Proponent's organization.

7.3. References

In order to complete its due diligence, the City reserves the right to use itself, other municipalities, other orders of government, and/or other funders as references. References will be checked for only the top-scoring Proponents.

7.4. Optional Interviews

The Evaluation Committee, at its sole discretion, may invite a Proponent to an interview, the results of which will be used as a mechanism to revisit, revise, confirm, or finalize the score. New information, not included in the submitted proposal, will not be accepted by the Evaluation Committee during an interview.

The representatives designated by the Evaluation Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process, which interview may be held in person or virtually, upon request, by conference call.

A Proponent's representative at any interview is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of the Proposal and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting agreement.

Where the Evaluation Committee identifies that the composition of the team proposed by the Proponent is an issue, it may require those team members to be present for the interview.

No Proponent will be entitled to be present during the interview of another Proponent or receive any information regarding another Proponent.

The Evaluation Committee may interview any Proponent without interviewing others, and the City will be under no obligation to advise those not invited to an interview until completion of the evaluation and selection process.

7.5. Questions

Please direct all questions regarding this RFP in writing by email to HDO-DR@toronto.ca, before the deadline for questions noted above. To ensure that all Proponents have access to the same information, all RFP revisions and any answers to submitted questions will be communicated as an addendum posted online.

7.6. Evaluation Results

Upon conclusion of the selection process, Proponents will be contacted by the Housing Development Office regarding the results of their Proposal.

8.0 Appendices

Appendix 1- Terminology and Definitions

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

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

“Affordable Rental Housing” means a housing unit in which Affordable Rent is charged, as defined within the template Contribution Agreement, commonly referred to throughout as Affordable Rental Units, Homes and/or Housing.

Affordable Rent or Affordable Rents: Monthly occupancy costs at or below the lesser of the City’s Affordable Rents and the Provincial Affordable Rents.

“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.

“Business Case” means the eligible work approved for funding pursuant to the Pre-Development Funding Agreement.

“City” means the City of Toronto.

City’s Affordable Rents: Monthly occupancy costs 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.

as determined by the City and published on the City’s website

“City Contact” means the contact email for the City in respect of this RFP identified in this document.

“Closing Deadline” means the deadline to submit proposals in response to this RFP, as identified in Section 5.1 – Schedule of Events, and as may be amended in accordance with the terms of this RFP.

“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 the operation of the affordable housing contemplated by this RFP.

“Council” means Toronto City Council.

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

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

“Housing Access System” means the City’s centralized housing access system which includes the allocation and administration of Housing Benefits.

“Housing Benefits” means a financial benefit provided for or on behalf of a tenant to make up the difference between the rent-geared-to-income rent payable by a tenant and the rent payable to the landlord for a residential unit;

“Indigenous Housing Provider” (IHP) means a Non-Profit Housing Organizations in which Indigenous people are key decision-makers, such as Board members and/or senior management. IHPs are organizations that have a mandate to provide housing/services primarily to Indigenous people and are accountable to the Indigenous community by having a Board of Directors elected by, and from, the Indigenous community. Indigenous Housing Providers must meet the terms of the definition detailed in Section 3.1 of this RFP.

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

“Modern Methods of Construction (MMC)” is a broad term that refers to any innovative building method that improves how we design and construct buildings. It includes both offsite approaches (like prefabricated panels and modular units) and onsite innovations (like digital tools, robotics, or faster assembly methods).

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

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

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

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

“Proponent” means a non-profit legal entity, being a person, partnership or firm that submits a Proposal in response to this formal Request for Proposal.

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

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

“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.

“Referral Agreement” means an agreement between a housing provider and an organization to refer suitable tenants to a housing provider to fill a vacancy.

“Rent-Controlled Rent” means Monthly Occupancy Costs for a unit that are at or below one hundred fifty percent (150%) of the Average Market Rents when first rented to a new tenant, and that are increased in respect of a tenancy not more than annually and by no more than the rent increase guideline plus 2%.

“Rent-Controlled Housing” means housing unit or units at Rent-Controlled Rent, as defined within the template Contribution Agreement.

“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/>.

“Successful Proponent” means the Proponent or Proponents whose Proposal, as determined through the evaluation criteria described in the RFP, best meets the City's requirements and with whom the City enters into a Contribution Agreement and Agreement of Purchase and Sale for the housing site described in 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 – Links to Background Documents in the RFP

[MM45.46](#)

[2024.PH13.8](#)

[Affordable Housing Design Guidelines](#)

[Affordable Rental Housing Administration Manual](#)

[Apartment Construction Loan Program](#)

[MMC Framework](#)

www.toronto.ca/affordablehousing

Appendix 3 – RHSP Current Rent Levels

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

Unit Type	Affordable Rents	Rent-controlled Homes 150% Average Market Rent*
Studio	\$1,127	\$2,184
1-bedroom	\$1,426	\$2,572
2-bedroom	\$1,985	\$2,977
3-bedroom	\$2,250	\$3,385

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

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

Appendix 4 - Submission Checklist

- ☐ Executive Summary
- ☐ Signed Offer to Purchase
- ☐ Development Qualifications
- ☐ Management Qualifications
- ☐ Financing and Funding Plan
- ☐ Development Plan
- ☐ Operating Plan
- ☐ On-site Services and Programming Plan
- ☐ Consultation Plan

- ☐ Appendix 14 Budget Forms
- ☐ Appendix 15 Mandatory Submission Form
- ☐ Appendix 16 Indigenous Housing Provider Letter of Attestation

Appendix 5 - RFP Process Terms and Conditions

1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the requirements before submitting a Proposal;
- (c) to become familiar, and (if it becomes the successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at <https://www.toronto.ca/business-economy/doing-business-with-the-city/understanding-the-procurement-process/purchasing-policies-legislation/>

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

2. City Contacts and Questions

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

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

From and after the date of this RFP until the time of an agreement is entered into with the successful Proponent, no communication with respect to this matter shall be made by any Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified the RFP.

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

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

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

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

3. Addenda

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

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

Proponents and prospective Proponents should monitor the website

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

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

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

4. Questions

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

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

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

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

5. Exceptions to Mandatory Requirements, Terms and Conditions

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

6. Incurred Costs

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

7. Post-Submission Adjustments and Withdrawal of Proposals

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

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

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

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

8. Gifts or Favours Prohibited

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

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

9. Acceptance of Proposals

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

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

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

10. Verification

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

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

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

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

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

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

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

12. Ownership and Disclosure of Proposal Documentation

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

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

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

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

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

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

13. Intellectual Property Rights

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

14. Failure or Default of Proponent

Without prejudice to any other right or remedy available to the City under the RFP or at law, if the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future RFPs issued by the City. In addition, the City may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

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

15. Governing Law

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

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

16. RFP Dispute Procedure

- (a) Proponents should seek a resolution of any dispute arising from the RFP by communicating directly with the Executive Director, Housing 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 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 Development Office through consultations with the Proponent, shall be referred by the Executive Director, Housing Development Office to the Deputy City Manager, Development and Growth Services or their designate(s) for an impartial review, based on the following information:
 - (i) A specific description of each act or omission alleged to have materially breached the RFP process;
 - (ii) A specific identification of the provision in the RFP process that is alleged to have been breached;
 - (iii) A precise statement of the relevant facts;
 - (iv) An identification of the issues to be resolved;
 - (v) The Proponent's arguments, including any relevant supporting documentation; and
 - (vi) The Proponent's requested remedial action.
- (c) The Deputy City Manager or their designate(s), in consultation with the City Solicitor, may:
 - (i) Dismiss the dispute; or

- (ii) Accept the dispute and direct the Executive Director, Housing Secretariat to take appropriate remedial action; or
- (iii) Report to City Council with recommendations on the appropriate action, as applicable.

17. Limitation of Liability

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

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

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

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

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

Appendix 6 – Operators Code of Conduct

In this Appendix, “Operator” means any person submitting a Proposal in response to this RFP.

1. Honesty and good faith.

- A. Operators must respond to the City’s solicitations in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the solicitation.
- B. Operators shall make a proposal only if they know they can satisfactorily perform all obligations of any resulting agreement(s) in good faith.
- C. Operators shall alert the City Contact to any factual errors, omissions and ambiguities that they discover in the solicitation as early as possible in the process to avoid the solicitation being cancelled.

2. Confidentiality and disclosure.

- A. Operators must maintain confidentiality of any confidential City information disclosed to the Operator as part of the selection process.
- B. Operators must acknowledge in their proposal that their proposal information will be subject to the confidentiality and disclosure requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, 1990.

3. Conflicts of interest or unfair advantage.

Operators must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their proposal or where the Operator foresees an actual or potential conflict of interest in the performance of any resulting agreement(s). Such potential conflicts of interest or unfair advantages include, but are not limited to:

- A. Engaging current or former City employees or public office holders to take any part in the preparation of the proposal or the performance of any resulting agreement(s) if awarded, any time within two (2) years of such persons having left the employ or public office of the City;
- B. Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the selection process, or subsequent performance of any resulting agreement(s);
- C. Prior involvement by the Operator or affiliated persons in developing any project specifications or requirements or other evaluation criteria for the solicitation;
- D. Prior access to confidential City information by the Operator, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Operators;
- E. The Operator or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous agreement;
- F. The Operator or any members of its team are not acting at arms’ length from one another (this includes but is not limited to, family members, spouses, related corporations and corporate subsidiaries); or
- G. Any City employee, Council member or member of a City agency, board or commission or employee thereof has a financial interest in the Operator.

4. Collusion or unethical practices.

No Operator may discuss or communicate, directly or indirectly, with any other Operator or their affiliated persons about the preparation of the Operator’s proposal including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other

Operator making a proposal for the same project or program. Operators shall disclose to the City Contact any affiliations or other relationships with other Operators that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

5. Illegality.

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

6. Interference prohibited.

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

7. Gifts or favours prohibited.

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

8. Misrepresentations prohibited.

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

9. Prohibited communication during the solicitation.

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

11. Operator performance.

- A. Operators shall fully perform their agreements with the City and follow any reasonable direction from the City to cure any default.
- B. Operators shall remain in good standing under their agreements with the City and other public bodies to be qualified to be awarded similar projects.
- C. Without limiting Subsections A and B, no Operator shall, in the performance of a project with the City:
 - (1) Materially fail to perform in accordance with the terms of one or more agreements;
 - (2) Misappropriate any property or right of the City, in any form;
 - (3) Submit false or exaggerated claims to the City;
 - (4) Submit misleading information to the City;

- (5) Seek modifications to a proposal through false or misleading representations, including materially misleading the City in terms of the content or value of a proposal, with the intention of later seeking unnecessary agreement modifications;
- (6) Fail to pay debts to the City upon reasonable demand;
- (7) Act in any manner that is a conflict of interest with the City without the knowledge and consent the City; or
- (8) Any other professional misconduct or omissions that adversely reflect on the commercial integrity of the Operator.

12. Disqualification of Operators for non-compliance.

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

13. Suspension of Operators from future solicitations.

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

14. Review of suspensions.

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

Appendix 7 – Environmental Reports (Separately Attached)

Appendix 8 – Offer to Purchase (Separately Attached)

Appendix 9 – Pre-Development Funding Agreement (Separately Attached)

Appendix 10 – DCA 4.1 Agreement Template (Separately Attached)

Appendix 11 – Contribution Agreement Template (Separately Attached)

Appendix 12 – Social Housing Agreement Template (Separately Attached)

Appendix 13 – Option to Purchase (Separately Attached)

Appendix 14 – Budget Forms (Separately Attached)

Appendix 15 – Mandatory Submission Form (separately attached)

Appendix 16 – Indigenous Housing Provider Letter of Attestation (separately attached)