

City of Toronto Call for Applications

Rental Housing Supply Program: Purpose-Built Rental Housing Incentives Stream

Application Package

Date Issued: August 25, 2026

Submission Deadline: September 18, 2026 at 5 p.m.



Table of Contents

Introduction	3
1. Contact Information and How to Apply	4
2. Eligibility and Prioritization Criteria.....	4
3. Completing and Submitting Your Application Package	5
Purpose-Built Rental (PBR) Housing Incentives Application Package	7
Part A. Cover Letter	7
Part B. Demonstration of Construction Readiness	8
Part C. Contribution to City-Building Objectives	11
Appendix 1: Purpose-Built Rental Housing Incentives Call for Applications Terms and Conditions	12

Introduction

In November 2024, the City launched Phase 1 of the Purpose-Built Rental (PBR) Housing Incentives stream under the Rental Housing Supply Program (RHSP) to unlock new Market Rental and Affordable Rental Housing while also advancing the HousingTO 2020-2030 Action Plan.

The City is launching Phase 2 of the PBR Housing Incentives stream through this Call for Applications. Please read the *Purpose-Built Rental Housing Incentives Stream Program Guidelines*, found on the City's [Open Calls for Affordable Housing Initiatives](#) webpage, to familiarize yourself with the available resources and to determine your project's eligibility prior to making an application. This document outlines all requirements and provides detailed instructions for Applicants interested in applying for Phase 2 of the PBR stream.

Call for Applications Schedule

The City is releasing this Call for Applications to begin receiving applications for City financial incentives under the PBR Phase 2 program, as approved by Council in June, 2026. The approval of any applications received in response to this Call will not proceed until the Transfer Payment Agreement (TPA) with the Province of Ontario for the Development Charges Reduction Program (DCRP) has been executed.

Milestone – First Call	Date
Launch of PBR Phase 2 – First Call for Applications	August 25, 2026
Optional Information Session	August 31, 2026 at 2 p.m.
Deadline for Questions	September 8, 2026 at 5 p.m.
Last Addendum Issued	September 15, 2026
First Call Submission Deadline	September 18, 2026 at 5 p.m.
Anticipated Selection of Projects through First Call	October 2026
Milestone – Second Call*	Date
PBR Phase 2 – Second Call for Applications	Late 2026 (Date to be released following First Call selection completion)

**A Second Call for Applications may be opened based on unit allocations available following First Call decisions.*

1. Contact Information and How to Apply

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

Proponents are required to review all program materials in detail prior to applying, including the Program Guidelines, this Application Package, the Submission Checklist, and the template agreements that can be found on the City's [Open Calls for Affordable Housing Initiatives](#) webpage. By submitting an application, Proponents will be required to certify that they have reviewed all these documents and agree to the Terms and Conditions of the application process in Appendix 1.

Any communications and questions regarding this application should be sent by email to City email contacts:

- RHSP@toronto.ca **and**
- Madeline.BarnesPlaner@toronto.ca

To submit your application materials, submit one email with the Subject: “PBR Phase 2 Application Submission – *Project Name*” to both City email contacts with the following attachments included:

- one combined PDF for the complete application package, labeled “*Project Name* – PBR Phase 2 Application Package”;
- one excel spreadsheet (template provided as Appendix 3), labeled “*Project Name* – PBR Phase 2 Project Data Spreadsheet”; and
- one consolidated PDF for all supplementary information and attachments, labeled “*Project Name* – PBR Phase 2 Supplementary Information”.

2. Eligibility and Prioritization Criteria

Applications will be reviewed for completeness and eligibility based on the requirements set out below. For additional details on Project Eligibility, see the *Purpose-Built Rental Housing Incentives Stream Program Guidelines*.

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

Eligibility Requirements:	
1. Project is an “Eligible Project Type” as outlined in the Program Guidelines	Pass/Fail
2. At least 20% of units dedicated as Affordable Rental Homes (in alignment with the requirements outlined in the Program Guidelines)	Pass/Fail
3. Rents for Affordable Rental Homes do not exceed the current RHSP Affordable Rents, as listed in the Program Guidelines	Pass/Fail

4. Affordable rents and purpose-built rental tenure maintained for at least 40 years	Pass/Fail
5. Affordable Rental Units are materially equivalent in mix of unit types and in size, layout, construction, furnishings and finishes as to the Market Units, or acceptable rationale provided if otherwise	Pass/Fail
6. Evidence of one of the following: (a) project land ownership; or (b) lease secured for sufficient time to provide the minimum affordability period (40 years, which is calculated from the date of building occupancy) and with provisions that permit development/redevelopment of the project land	Pass/Fail
7. The Applicant meets zoning and Site Plan Application requirements, as described in the Program Guidelines	Pass/Fail

Complete applications meeting the minimum eligibility criteria will then be prioritized based on the following criteria:

- Demonstration of a viable path to achieving construction start within 12 months of the PBR Phase 2 Call for Applications submission deadline, including:
 - Project's development review and building permit status, and demonstration of a stronger path to earlier construction start within 12 months; and
 - Project funding and financing status, including status of any financing applications related to the project, Frequent Builder status of the Applicant with CMHC, and demonstration of a financially viable project that can secure financing within 12 months.
- Delivering on City-building objectives, specifically:
 - Supporting transit-oriented communities by being located within an 800-metre radius of existing higher-order transit stations (as identified in [City of Toronto Official Plan Map 4](#)) and/or along an Avenue (as identified in [City of Toronto Official Plan Map 2](#)).
 - Delivering or contributing to the delivery of new community services and facilities including schools, child care, libraries, community recreation centres, social/community agency space, and parkland. These community services and facilities should be secured through planning approvals, or through an agreement with the City.

3. Completing and Submitting Your Application Package

To apply, you will need to submit a complete Application Package which includes, but is not limited to, the materials listed below. The City may request additional information as

part of the review process to confirm eligibility and support a complete assessment of the application.

All forms must be signed by an authorized signatory for the Applicant. E-signatures are accepted.

1. Application Package (submitted as one combined PDF document)

- a. Cover Letter – See Part A
- b. Demonstration of Construction Readiness – See Part B
- c. Contribution to City-Building Objectives – See Part C
- d. Mandatory Submission Form – See Appendix 2

2. Project Data Spreadsheet

Complete the Project Data Spreadsheet provided as Appendix 3, ensuring all requested information is accurately and fully provided. Submitted as an excel document (and not as a PDF).

3. Supplementary Information and Attachments (submitted as one combined PDF document)

All required documentation to be included in the Supplementary Information package is identified in this Application Package and the Project Data Spreadsheet (Appendix 3), as well as in the Submission Checklist provided as Appendix 5.

Purpose-Built Rental (PBR) Housing Incentives Application Package

Part A. Cover Letter

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

1) Please include as part of the Cover Letter an Organizational Chart of the companies/corporations involved in the project showing the relationship among all parties to the application, including the legal names of the Applicant, registered owner(s), beneficial owner(s), and general partner(s) of the limited partnerships (if any of the foregoing are a limited partnership), and any other parties to the development. (This is not a team organizational chart with staff names). Note that the registered owner(s) and beneficial owner(s) will be required to be parties to the necessary legal agreements with the City and grant the security required under this program.

Should the title, role, or responsibilities of any of the parties to the application change following submission, the City must be notified and approval by the City will be required.

2) In addition to the Organizational Chart, as part of the Cover Letter, please include the following information:

- An introduction to the Applicant's organization and a short company profile;
- A description of the existing site, including existing use(s), any rental replacement units and if the existing units are tenanted;
- A description of the proposed development, including a summary of the proposed Affordable Housing and compliance with City requirements, information about whether the project is part of a multi-phase and/or building development, whether the project was previously intended as a condominium, and other important project details;
- Confirmation that the Affordable Housing Units are materially equivalent in mix of unit types, size, layout, construction, furnishings and finishings to the Market Housing Units, or an acceptable rationale if this is not the case (e.g., if the Affordable Housing is to be operated in partnership with a Community Housing Provider who has identified a rationale for a unique unit mix to serve an intended tenant group);
 - Project site plan, site statistics, and current floor plans with all Affordable Units clearly identified in the floor plans **must be included in your Supplementary Information package.**
- Information on current land ownership, and any planned ownership changes;

- Information on whether the application has previously been approved by the City for any incentives or other related programs and/or if there are any existing agreements with the City; and
- Confirmation that the Applicant has reviewed the template Contribution Agreement, the template Section 4.1 Agreement, and the template Section 27 Agreement available on the City's webpage, and is committed to executing these agreements in their template format with amendments only being made to correct errors.

Part B. Demonstration of Construction Readiness

Applicants must demonstrate a viable path to achieving construction start within 12 months of the PBR Phase 2 Call for Applications submission deadline through submission of the following:

1. A project Gantt chart (to be included in your Supplementary Information package) including the following:

- Detailed project approvals path and development schedule;
- Identification of dates for obtaining outstanding planning and/or building permit approvals;
- Timeline for financing applications and approvals; and
- Timeline for tendering and first draws construction activities from construction start to occupancy.

2. A narrative description of the steps remaining prior to construction including:

- A description of planning approvals already obtained and outstanding approvals required to achieve construction start, including planning matters to be addressed (e.g. holding provisions, minor variance(s), draft approval conditions, etc.);
- Identification of any risks or critical path items and steps and parties required to resolve them;
 - Evidence of development review status **must be provided in your Supplementary Information package**: Applicants must provide evidence of approved zoning being in place, such as through links to publicly available information (e.g. City Council decisions), and must provide a copy of the Notice of Complete Application for Site Plan Application from Development Review. Additional documentation may include NOAC and/or SPA Approval, Zoning Applicable Law Certificate, or copies of relevant Ontario Land Tribunal orders.

3. A funding and financing plan including the following:

- A short summary of the Applicant's experience securing funding and/or financing for new rental development, including through programs offered by the federal and provincial governments.
 - If the Applicant is a Frequent Builder as approved by CMHC, Applicants must include written documentation from CMHC as evidence of Frequent Builder status **in your Supplementary Information package**.
- A description of the proposed capital stack for the project, including a summary of the status of proposed funding and financing sources, a strategy to secure those not yet confirmed, and description of any assumptions about additional sources of funding or financing. The City is not making any capital funding available through this Call for Applications, and Applicants should not assume such City funding will be made available in future to achieve a fully funded project.
 - Evidence of financing status **must be provided in your Supplementary Information package**, as follows:
 - 1) If the Applicant intends to obtain financing through **CMHC's Apartment Construction Loan Program (ACLP)**, Applicants should specify their application status and provide the corresponding documentation in the Supplementary Information package.

CMHC ACLP Application Status	Corresponding Documentation to Provide
Application submitted	Email confirmation received with CMHC application number
Complete application	Email confirmation received from CMHC that the application is complete
Conditional approval	Conditional approval letter from CMHC
Loan agreement	Copy of loan agreement or written confirmation from CMHC that loan agreement is being drafted/has been executed

- 2) If the Applicant intends to obtain **CMHC-insured financing through MLI Select**, Applicants should specify their application status and provide the corresponding documentation in the Supplementary Information package.

CMHC MLI Select Application Status	Corresponding Documentation to Provide
Application submitted to an approved lender and conditional approval received	Written confirmation from the lender (e.g., Letter of Interest) indicating an interest in offering financing through the MLI Select program
Lender has applied to CMHC MLI Select	Written documentation from lender as evidence of application
Completed CMHC underwriting	Final Certificate of Insurance
Other (specify)	

- 3) **BCH Funding and/or Financing:** If the Applicant intends to obtain BCH funding and/or financing, please provide the following in the Supplementary Information package:
- The BCH application number; and
 - Written documentation from BCH that verifies the status of any application, such as a letter outlining approval in principle, letter of conditional approval, and/or evidence a term sheet has been issued or executed.
 - This should include a summary of major terms and conditions associated with any funding or financing being provided, where applicable.
 - This documentation must support the information provided in the funding and financing plan.
- 4) **Conventional Financing:** If the Applicant intends to obtain conventional financing, please provide the following in the Supplementary Information package:
- Written documentation from the lender that verifies the status of the application and includes a summary of major terms and conditions of the mortgage financing being offered by the lender.
 - This documentation must support the information provided in the funding and financing plan.

- Applicants intending to obtain any funding and/or financing through CMHC must complete and sign the CMHC Consent Letter provided as Appendix 4 and **include the signed Letter in your Supplementary Information package.**

Part C. Contribution to City-Building Objectives

Applicants should submit a written description of how their project contributes to key City-building objectives, specifically related to the following:

- Supporting the creation of transit-oriented communities, identifying whether the project is located within an 800-metre radius of an existing higher-order transit station (as identified in [City of Toronto Official Plan Map 4](#)), and/or whether the project is located along an Avenue (as identified in [City of Toronto Official Plan Map 2](#)).
- Supporting the creation of complete communities, identifying whether the project will deliver or contribute to the delivery of community services and facilities, including schools, child care, libraries, community recreation centres, social/community agency space, and parkland. These community services and facilities should be secured through planning approvals, or through an agreement with the City.

Appendix 1: Purpose-Built Rental Housing Incentives Call for Applications Terms and Conditions

1. Applicant's Responsibility

It shall be the responsibility of each Applicant:

- to examine all the components of the Rental Housing Supply Program (RHSP) Purpose-Built Rental Housing Incentives Stream Call for Applications (the "Call for Applications"). The Program Guidelines, the Call for Applications, the Application Form, these Terms and Conditions, and all appendices, template agreements, forms, supporting documentation, checklists and addenda included with the application package (the "Application") form part of the Call for Applications;
- to acquire a clear and comprehensive knowledge of the requirements before submitting an Application; and
- to become familiar, and comply, with all of the City's applicable policies and by-laws at <https://www.toronto.ca/business-economy/doing-business-with-the-city/understanding-the-procurement-process/purchasing-policies-legislation/>;

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

A. Honesty and Good Faith

- Applicants shall respond to the City's Call for Applications in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the Application. Applicants shall make an Application only if they know they can satisfactorily perform all obligations of any resulting agreement(s) in good faith.
- Applicants shall alert the City Contact to any factual errors, omissions and ambiguities that they discover in the Call for Applications as early as possible in the process.

B. Conflicts of Interest or Unfair Advantage

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

- a) Engaging current or former City employees or public office holders to take any part in the preparation of the Application or the performance of any resulting agreement(s) if awarded, any time within two (2) years of such persons having left the employ or public office of the City;
- b) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the selection process, or subsequent performance of any resulting agreement(s);
- c) Prior involvement by the Applicant or affiliated persons in developing any project specifications or requirements or other evaluation criteria for the Application;
- d) Prior access to confidential City information by the Applicant, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Applicants;
- e) The Applicant or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous agreement;
- f) The Applicant or any members of its team are not acting at arms' length 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 Application.

C. Collusion or Unethical Practices

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

D. Illegality

- An Applicant 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.

- An Applicant 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.

E. Interference Prohibited

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

F. Misrepresentation Prohibited

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

G. Applicant performance

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

2. City Contacts

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

- RHSP@toronto.ca **and**
- Madeline.BarnesPlaner@toronto.ca

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 Call for Applications, and any Applicant who uses any information, clarification or interpretation from any other representative does so entirely at the Applicant's own risk. **Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by an Applicant to bypass the Call for Applications process may be grounds for rejection of its Application.**

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

Applicants should be aware that communications in relation to this Call for Applications outside of those permitted by this Call for Applications contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction.

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

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

3. Addenda

If it becomes necessary to revise any part of this Call for Applications, 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/housing-partners/open-requests-for-proposals/>

The City will post Addenda with relevant questions and answers on the Affordable Housing website.

No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the Call for Applications unless in the form of an addendum.

The City reserves the right to revise or remove this Call for Applications at any time. When an addendum is issued, the date for submitting Applications may be revised by the City if, in its opinion, the City determines more time is necessary to enable Applicants to revise their Applications. The City's Housing Secretariat will make reasonable efforts to issue the final addendum (if any) in a sufficient time prior to the closing deadline to allow Applicants to submit their Applications.

Applicants and prospective Applicants should monitor the website linked above 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 Applications resulting from the issuance of any addendum or an Applicant's failure to update its Application in response to an addendum.

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

4. Questions

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

The City will make reasonable efforts to respond to Questions in a timely fashion received by the deadline for Questions set out in the Call for Applications. However, the City shall have no obligation to respond to any or all Questions, and the City's determination as to whether or not it will respond to any Question shall be in the City's

sole and absolute discretion. The onus is on each Applicant to confirm the City has received all correspondence from the Applicant.

Although it is the City's practice to make available to all Questions received as well as responses to such Questions: (i) for Questions of an administrative nature; or (ii) where an Applicant's Question is identified as 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 Applicant. The City reserves the right to edit Questions for clarity and applicability to all Applicants generally.

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

5. Exceptions to Mandatory Requirements, Terms and Conditions

If an Applicant wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this Call for Applications, it should notify the City Contact in writing not later than the deadline for Questions. The Applicant must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue 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 Application that takes exception to or does not comply with the mandatory requirements, terms and conditions of this Call for Applications will be rejected.

6. Incurred Costs

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

The rejection or non-acceptance of any or all Applications shall not render the City liable for any costs or damages to any individual or organization that submits an Application.

7. Post-Submission Adjustments and Withdrawal of Applications

Prior to the Submission Deadline, an Applicant may amend its Application at any time after email submission of the Application. Applications will not be viewed by the City until after the Submission Deadline and an Applicant may amend its Application one or

more times if it so wishes prior to the Submission Deadline. If an Applicant amends its Application, the Applicant must resubmit the Application in full by email, indicating that it is a revised Application.

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

8. Gifts or Favours Prohibited

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

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

9. Acceptance of Applications

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

In addition to, but without limiting any other rights or options of the City under this Call for Applications, the City may, in its sole and absolute discretion, carry out the Call for Applications process as it determines to be in the best interests of the City and to be the most beneficial to the City. The City may, in its sole and absolute discretion, without notice or incurring any liability, penalty or costs to any Applicant exercise any or all of the following rights and options with respect to this Call for Applications, at any time:

- a) accept or reject any Application(s) in response to this Call for Applications (in whole or in part);
- b) waive immaterial defects and minor irregularities in any Applications;
- c) Following the closing of the Call for Applications, notify any Applicant of any missing information/document(s) in their Application and provide the Applicant with three (3) business days to submit the missing information/document(s). If the missing information/document(s) relates to an eligibility requirement, failure to submit the missing information/document(s) will result in the Application being disqualified.

- d) suspend, modify and/or cancel this Call for Applications (with or without the substitution of another Call for Applications) in whole or in part;
- e) enter into one or more Agreements in relation to this the Call for Applications with as many Applicants as the City deems appropriate;
- f) if the Call for Applications is cancelled, the City may reissue a solicitation to one, some or all of the Applicants and/or any other person;
- g) exercise any other right or option provided for in, or in connection with this Call for Applications, including the rights and options set out in the applicable by-laws, policies and procedures established by the City;
- h) do nothing in relation to the Applications or the Call for Applications.

10. Verification

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

By submitting an Application, the Applicant expressly consents to the City collecting, using, verifying, and disclosing the information contained in the Application, or otherwise provided by the Applicant, for the purposes of evaluating the Application, administering related programs, and ensuring compliance with applicable requirements.

The Applicant further provides explicit authorization for the City to share and verify such information with relevant federal and provincial government departments, agencies, and Crown corporations, including but not limited to the Canada Mortgage and Housing Corporation (CMHC) and Build Canada Homes (BCH), and to obtain from these entities any information necessary to confirm the accuracy of the Applicant's submissions.

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

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

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

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

12. Ownership and Disclosure of Application Documentation

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

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

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

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

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

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

13. Intellectual Property Rights

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

14. Disqualification of Applicants for non-compliance.

- a) Any contravention the Applicant's Code of Conduct by an Applicant, 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 Applicant 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 Applicant 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 Applicant's Code of Conduct may also be grounds for the termination of any agreement awarded to that Applicant.

15. Suspension of Applicants from future solicitations

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

16. Review of suspensions

- a) A suspended Applicant 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 Applicant 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 Applicant will not pose a material risk to the City's selection process, contract management or reputation for the remaining duration of the original suspension.

17. Failure or Default of Applicant

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

In addition, the City may withdraw any offer of assistance awarded to the Applicant as a result of its Application and a contravention of these terms and conditions may also be

grounds for the termination of any agreement entered into with the Applicant in connection with the Call for Applications.

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

18. Governing Law

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

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

19. Call for Applications Dispute Procedure

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

20. Limitation of Liability

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

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

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

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

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