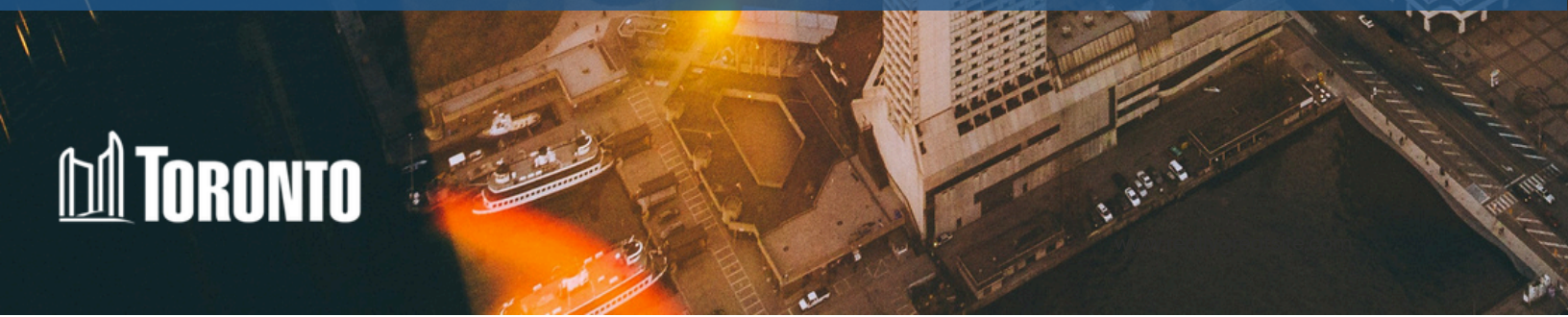
CITY OF TORONTO CALL FOR APPLICATIONS

Rental Housing Supply Program: Affordable Rental and Rent Controlled Housing Incentives (ARRCHI) Stream

Application Package

Date Issued: March 6 2026

Revised Materials Issued: October 2026



TORONTO

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Introduction

The City created the Affordable Rental and Rent-Controlled Housing Incentives stream under the Rental Housing Supply Program to support the creation of a range of new rental homes and advance the HousingTO 2020-2030 Action Plan.

Please read the *Affordable Rental and Rent-Controlled Housing Incentives (ARRCHI) Stream Guidelines* (found on the Call for Applications website here) 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 City financial incentives for Affordable Rental and Rent-controlled Homes under the RHSP.

This Call for Applications will remain open on a rolling basis and continue to accept applications until the City has exhausted all financial incentives available for Affordable Rental and Rent-controlled Homes, which are approved on an annual basis.

Applications through this Call will be reviewed for eligibility and approved for incentives on a first-come, first-served basis. Please note that the review and approval process may take approximately 4 to 6 weeks from the time a complete application is received. Applicants are encouraged to keep this timeline in mind when coordinating submissions to other programs or funding opportunities.

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, the template Contribution Agreement and other legal documents (Appendix 3-5 on the Call for Applications website here). 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 the City Contacts below. If you require additional accessibility support for any of the materials and fillable forms, contact: RHSP@toronto.ca.

Please submit your materials as two PDF documents: one combined PDF for the complete application package and a second consolidated PDF for all supplementary information. Name the PDF documents using your project name.

City Contacts:

- RHSP@toronto.ca **and**
- Laleh Farhadi, Project Manager, laleh.farhadi@toronto.ca

2. Eligibility Criteria

Applications will be reviewed for completeness and eligibility based on the criteria set out below. For additional details on Project Eligibility, see the RHSP ARRCHI Stream Guidelines.

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

Eligibility Requirements:	
1. 20% of units as Affordable Rental Homes (in alignment with the requirements outlined in the ARRCHI Stream Guidelines)	Pass/Fail
2. Rents for Affordable Rental Homes do not exceed the current RHSP Affordable Rents, as listed in the ARRCHI Stream Guidelines.	Pass/Fail
3. Affordable rents maintained for at least 40 years	Pass/Fail
4. Evidence of one of the following: (a) project land ownership (b) lease secured for sufficient time to provide the minimum affordability period (40 years) and with provisions that permit development/ redevelopment of the project land; or (c), a signed Letter of Intent (LOI), an offer to lease or Agreement of Purchase and Sale (APS) with additional information that meets the requirements of the ARRCHI Stream Guidelines	Pass/Fail
5. Project is an “Eligible Project Type” as outlined in the ARRCHI Stream Guidelines	Pass/Fail
6. Demonstration of a viable path to achieving construction start within three years.	Pass/Fail
7. The Applicant has completed a Pre-Application Consultation (PAC) with City staff and received their Planning Application Checklist or submit proof of Zoning approval (Council decision), proof of Site Plan Application (SPA), approval, Notice of Approval Conditions (NOAC), or proof of Building Permit approval (issued permit), and a drawing of the proposal that demonstrates conceptual site plan and elevations (or more detail as available).	Pass/Fail

3. Completing and Submitting Your Application Package

To apply for the Affordable Rental and Rent-Controlled Housing Incentives (ARRCHI) stream, you will need to submit a complete Application Package which includes, but is not limited to, the materials listed below. All forms must be signed by an authorized signatory for the Applicant. E-signatures are accepted.

1. **Cover Letter – see Part A**
2. **Completed and signed Proposal Submission Form – See Part B**
3. **Development Schedule – See Part C**
4. **Mandatory Submission Form**
5. **Supplementary Information and Attachments as required**

Note: A Submission Checklist has been provided as Appendix 3 to the Call for Applications to assist applicants with ensuring all materials are submitted.

Affordable Rental and Rent-Controlled Housing Incentives (ARRCHI) 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 showing the relationship among all parties to the application, including the legal names of the Applicant, Registered Owner(s), Beneficial Owner(s), and General Partners (if any of the foregoing are a Limited Partnership), and any other parties to the development.

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

- A description of the existing site, including any rental replacement units and if the existing units are tenanted or previously a condominium project;
- A detailed description of the proposed development, including but not limited to whether incentives are being sought for one or multiple sites and other important project details;
- Information on whether the project is on City-owned land;
- Information on whether the application has previously been approved by the City for incentives or other related programs and/or if there are any existing agreements with the City, and;
- Whether the Application is from a Black-led organization, an Indigenous housing provider and/or serving women.

3) Applicants intending to operate units as RGI/supportive units should provide this information as part of their application.

Part B. Proposal Submission Form

The form must be signed and submitted by someone authorized by the Company/Organization and submitted.

Application Submission Date (yyyy-mm-dd):

A. Applicant Information: Please complete all parts of Proposal Submission Form.	
Company/Organization Name ("the Applicant")	
*Company/Organization Name ("the Co-Applicant")	
Company Signer Name (First, Last)	
Company/Organization Address	
Company/Organization Phone	
Company/Organization Email	
Contact Person Name (if not the signer)	
Contact Person Telephone Number	
Contact Person Email	

**See page 11-12 of the Affordable Rental and Rent-Controlled Housing Incentives (ARRCHI) Stream Guidelines for further information)*

B. Applicant Organization Information: Select your organization type and provide your Registration Number or Corporation Number. Non-profit, Co-operative, Indigenous Housing Providers and Private Companies must include a copy of the Articles of Incorporation/Letters Patent for the Applicant and Co-Applicant (if applicable) **and** a Certificate of Status (Ontario Corporation) or Certificate of Compliance (Federal Corporations) for the relevant entity/entities.		
Non-Profit or Co-operative Corporation	Registration Number:	
Indigenous Housing Provider	Registration Number:	
Private Company	Corporation Number:	

C. Applicant Partnership Information: Please fill out the following information if you are partnering with any other organization to deliver this project. **If you are not partnering with another organization to deliver this project, skip to table D.**	
Yes, I am partnering with other organization(s) to deliver this project	
Who will operate the Proposed project following completion?	
Organization #1 Name	
Organization Information	Non-Profit or Co-operative Corporation ☐ Indigenous Housing Provider ☐ Private company ☐
Contact Name (First, Last)	
Contact Information (email address)	
Role on Project	
Organization #2 Name	
Organization Information	Non-Profit or Co-operative Corporation ☐ Indigenous Housing Provider ☐ Private company ☐
Contact Name (First, Last)	
Contact Information (email address)	
Role on Project	
Organization #3 Name	
Organization Information	Non-Profit or Co-operative Corporation ☐ Indigenous Housing Provider ☐ Private company ☐
Contact Name (First, Last)	
Contact Information (email address)	
Role on Project	

D. Development Partners and Land Ownership: Please select the Option that best describes your project and provide the information asked of that Option. If you have selected Other, please provide further information.		
Option A: The land is currently **owned** by the Applicant. If this box is checked, answer questions 1 to 4 and include a **current copy of the parcel register for the property dated within 60 days of the application**.		☐
1.	Please list the Registered Owner(s), including the Applicant (if applicable):	
2.	Please list the Beneficial Owner(s), including the Applicant (if applicable):	
3.	Please list the General Partner(s), including the Applicant (if applicable):	
4.	Is there an existing mortgage on the land/buildings? If yes, include how much is outstanding currently. If no, put N/A.	
Option B: The lands are **not currently owned** by the applicant but there is a signed Agreement of Purchase and Sale (APS), an offer to lease, or Letter of Intent (LOI) with the co-applicant.If this box is checked, include the LOI, offer to lease, and/or an APS and a current copy of the parcel register for the property dated within 60 days of the application. Withadditional information required by the Guidelines *(see page 11-12 of the Affordable Rental and Rent-Controlled Housing Incentives (ARRCHI) Stream Guidelines for further information)*		☐
Option C: The land is currently **leased** by the applicant. If this box is checked, answer questions 5-7 and provide a **current copy of the lease** and current copy of the parcel register for the property dated within 60 days of the application with the application.		☐
5.	Indicate the length left on the term of the lease:	
6.	Is there a leasehold mortgage on the leasehold interest? If yes, include how much is outstanding at this time. If no, put N/A.	
7.	Does the lease allow for contemplated development? If yes, indicate the exact section of the lease. If no, please explain.	

OTHER: Please explain the relationship between the applicant and the landowner.	

E. Proposed Development Information: Please provide a 1-2 sentence description of the proposed project and include the information below.	
Description:	
Municipal Address	
Ward Name	
Closest Major Intersection	
Percentage of Affordable Units (of total number of residential units)	
Length of affordability in years proposed for Affordable Units	
Gross Residential Floor Area (m^2) Market + Affordable area	
Market Gross Residential Floor Area (m^2)	
Affordable Gross Residential Floor Area (m^2)	
Gross Non-Residential Floor Area (m^2) (i.e., commercial, retail space) Note: Administration office and program space for residential units are considered part of residential space.	
Total Gross Floor Area (m^2)	
Gross Construction Floor Area (GCFA)	
Number of Resident Parking spaces	
Number of Visitor Parking spaces	
Expected construction start date:	

F. Development Review Application Status: Please indicate the current stage of the planning approvals process for the proposed project, including the permitting stage, whether any permits have been issued, and confirm if any application fees have already been partially paid. Provide this information in the "Explanation" section. **Select all that currently apply and ensure that you provide a drawing of the proposal that demonstrates conceptual site plan and elevations (or more detail as available)**	
Pre-Application Consultation (PAC) has been completed and application feedback received from City staff. *The PAC Submission and City-Issued Planning Application Checklist Package are to be included in your application materials.*	☐
Zoning By-law and/or Official Plan Amendment application(s) have been submitted and or under review	☐
Zoning By-law and/or Official Plan Amendment application(s) have been approved by City Council. *Council approval of Zoning is to be included in your application materials.*	☐
Complete Zoning By-law Notice (ZAP) has been issued by Toronto Building and Community Planning has provided concurrence that required variances are minor and do not require Zoning By-law Amendment application(s) or Official Plan Amendment application(s). *ZAP and confirmation of minor zoning change are to be included in your application materials.*	☐
Complete Zoning By-law Notice (ZAP) has been issued by Toronto Building indicating the design complies with zoning, and/or Committee of Adjustment decision has approved all variances identified in a complete Zoning By-law Notice *ZAP and/or Committee Decision are to be included in your application materials.*	☐
Site Plan Application has been submitted and or under review	☐
Site Plan Application has been approved by City staff (NOAC issued) *NOAC/SPA Approval is to be included in your application materials.*	☐
Building Permit application has been submitted	☐
Explanation:	

G. Proposed Unit Mix: Please provide any known details of proposed residential units in the new development. If multiple rent levels are charged, please enter them on separate lines							
	Dwelling room	Studio	1-bedroom	2-bedroom	3-bedroom	4-bedroom	**Total units**
Affordable Rental Units							
# of Affordable Rental Units							
Monthly Rent ($)							
Unit size (m2)							
Rent-Controlled Units							
# of Rent-Controlled Units							
Monthly Rent ($)							
Unit size (m2)							
Rental Replacement Units							
# of Rental Replacement Units							
Other Residential Units							
# of Other Residential Units (Market, Condo)							
Unit size (m2)							
Total Units in Proposed Development							
% of Total Units that are Affordable Rental Units							
Are any of the affordable rental homes in the proposed development intended to be supportive housing? If Yes is selected, please indicate the number of supportive homes, and include the intended sources of funding to operate the supportive housing in section							

H. Sources of Funding:

- If the project is receiving any funding from any government and/or non-governmental entity (including any equity contribution, donations, rent supplements, etc.), please list the source, purpose, status, and amounts.
- Please note: you may attach supplementary information (e.g., confirmation letters from lender) in support of funding sources with your application.

Funding Amount	**Source/Program**	**Status of Funding**	**Reference Contact Information**	**Notes**

I. Sources of Financing:

- If the project is receiving or intends to apply for financing from any government and/or non- governmental entity, please list the source, purpose, status, and amounts.
- Please note: you may attach supplementary information (i.e. confirmation letters from lender) in support of financing sources with your application.

Financing Amount	**Source/Program**	**Status of Financing**	**Reference Contact Information**	**Notes**

J. Requested Incentives: What financial incentives are you seeking for the proposed affordable rental, and rent-controlled homes? Check all that applies that have not been paid yet.

	DC	Parkland	CBC	Planning fees	Building Fees	Property Tax	RoDARS fees
Affordable rental housing/ RGI units							
Rent-controlled units*							

*Only community housing providers are eligible to apply for rent-controlled housing incentives

K. Road Closures: What is the estimated timeline for road closures associated with your project? High-level estimates are sufficient.	
Date of Road Closure Start	**Date of Road Closure End**
Road Name	Length of lot Boundary or Closure (m)
Road 1:	
Road 2:	
Road 3:	
Road 4:	

Part C. Development Schedule

The project Gantt chart is to be attached to the application, and must include the following:

- Anticipated municipal approvals, as appropriate
- Anticipated funding and/or financial milestones, as appropriate;
- Assumed construction period, including substantial completion and building occupancy; Anticipated timeline for road closures, and
- Any other relevant project schedule details, as appropriate.

Appendix 1: Affordable Rental and Rent-Controlled 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) Affordable Rental and Rent-Controlled Housing Incentives Stream Call for Applications (the "Call for Applications"). The Program Guidelines the Call for Applications, the Application Form, these Terms and Conditions, all appendices, 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;
- 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/ and 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;
or
f) 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 Applicant's 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. 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.

E. 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.

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**
- Laleh Farhadi, Project Manager, laleh.farhadi@toronto.ca

No City representative, whether an official, agent or employee, other than the identified City Contact 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 submission of an Application until such time as a decision has been made with respect to the Application, 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, revised versions of the document or document(s) with the current revision date 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/ Any addenda that are no longer relevant to the posted materials will be removed.

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 Call for Applications.

The City reserves the right to revise or remove this Call for Applications at any time.

Applicants and prospective Applicants should monitor the website linked above as frequently as they deem appropriate to inform themselves of any revisions to the Call for Applications. The City is not responsible for any incomplete or incorrect Applications resulting from the issuance of any revised document(s) or an Applicant's failure to update its Application in response to any revised document(s).

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.

The City will make reasonable efforts to respond to Questions in a timely fashion. 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 confidential in nature and where, the City in its sole and absolute discretion deems the Question or response to be 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 before submitting an Application. 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 a revised version of the relevant document(s) as described in Article 3 above. 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 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

An Applicant may amend its Application at any time after email submission of the Application provided that the City’s evaluation process has not yet commenced. 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.

Following the submission of an Application, City staff will notify Applicants of any missing information or documents, and the Applicant will be required to submit the requested materials. Please note, further review of any application with missing or

outstanding materials will be deferred until all required information and documents are submitted.

Applicants may resubmit a complete application at any time but City staff will review applications in the order complete applications are received.

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.

The City may, without notice or incurring any liability, penalty or costs to any Applicant:

a) accept or reject any Application(s) at any time;
b) waive immaterial defects and minor irregularities in any Applications;
c) following the submission of an Application, notify any Applicant of any missing information/document(s) in their Application and provide the Applicant with twenty (20) business days to submit missing information/document(s). If the missing information/document(s) relates to an eligibility requirement, failure to submit the missing information/document(s) within the twenty (20) business days will result in the Application being deemed incomplete. Further review of any application with missing or outstanding materials will be deferred until all required information and documents are submitted.
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. 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.

15. 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**.**

16. 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.

Appendix 2: Mandatory Submission Form

1. Proponent Information

Please fill out the following information, naming one individual to be the Proponent's contact for the application review process and for any clarifications or communication that might be necessary.
Full Legal Name of Proponent*:
Any Other Relevant Name under which the Proponent Carries on Business:
Business Address:
City, Province
Postal Code:
Company Website (if any):
Proponent Contact Person
Name:
Title:
Phone:
Email:

2. Organizational Status

Is the Proponent incorporated as not-for-profit organization?

Yes ☐

No ☐

3. City Policies

The Proponent makes the following declarations and agrees to provide the City with ongoing disclosure of any changes to the declarations and information provided below during the application review process or the term of any resulting agreement(s). The Proponent shall provide the City with ongoing disclosure, should the Proponent be selected and any of the information declared below changes.

4. Operator Code of Conduct

The Proponent declares that it has read and understands its obligations under the Operator Code of Conduct and certifies that the Proponent and the members of its team have not engaged in any conduct prohibited under the Operator Code of Conduct and, if successful, will perform any resulting agreement(s) in compliance with the Operator Code of Conduct. The Proponent confirms that any disclosures in respect of the Operator Code of Conduct are set out below.

a) Collusion and Unethical Practices

If the Proponent declares an affiliation or other relationship with other Proponents that might be seen to compromise the principle of fair competition, the Proponent must set out the details below. If no details are provided, the Proponent is deemed to declare that it has no such affiliation or relationship.

b) Illegality

If the Proponent declares any previous convictions of itself or any members of its team under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon, the Proponent must set out the details below. If no details are provided, the Proponent is deemed to declare that it or the members of its team have no such convictions.

c) Conflicts of Interest or Unfair Advantage

Potential Conflicts of Interest and unfair advantages include:

i. 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 selected, any time within two (2) years of such individuals having left the employ or public office of the City;
ii. 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);
iii. prior involvement by the Proponent or any members of its team in developing any specifications or requirements or other evaluation criteria for the application review process;
iv. prior access to confidential City information by the Proponent, or any members of its team, that is materially related to the application review process and that was not readily accessible to other prospective Proponents;
v. the Proponent or any members of its team are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous agreement;
vi. any City employee, Council member or member of a City agency, board or commission or employee thereof has a financial interest in the Proponent.

For the purposes of this section, Proponents must disclose the names of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) were employees of the City within twenty-four (24) months prior to the closing deadline; and (b) disclose all pertinent details including whether such former City employees participated in the preparation of the Proposal or will participate in the performance of the agreement if awarded to the Proponent.

If the Proponent declares any other actual or potential Conflict of Interest or unfair advantage, the Proponent must set out details of the actual or potential Conflict of Interest below. If no details are provided, the Proponent is deemed to declare that it has no actual or potential conflict of interest or unfair advantage.

5. **Declaration of Compliance with Anti-Harassment/Discrimination Policy**

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code and the Charter of Rights and Freedoms. In addition, the City also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter.

Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. By completing this Mandatory Submission Form, the Proponent declares as follows:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating City Division, in consultation with the City Solicitor, may result in the termination of the contract.

6. **Declaration of Compliance with the City's Fair Wage and Labour Trades Policy**

By completing this Mandatory Submission Form, the Proponent declares that the Proponent and the members of its team agree to abide by the City's Fair Wage and Labour Trades Policy, as applicable.

7. **Declaration of Compliance with Accessible Customer Service Training Requirements**

By completing this Mandatory Submission Form, the Proponent declares that the Proponent and the members of its team agree to comply with the City's Accessible Customer Service Training Requirements.

8. **Environmentally Responsible Procurement Statement**
The Proponent has read the City's Environmentally Responsible Procurement Policy and makes the following statement: Environmentally preferred products/services are being used:

Yes ☐

No ☐

If yes, the Operator confirms the following brief statement of the environmental benefit of the product/service:

9. **Gender Diversity**
As part of City Council's support to enhance gender diversity on boards of corporations, all corporations conducting business with the City of Toronto are encouraged to utilize an intersectional analysis to strive to have gender parity on their corporate boards.

10. **City of Toronto Grant Principles**
All corporations conducting business with the City of Toronto are encouraged to follow the principles outlined in the 2017 document For Public Benefit: City of Toronto Framework for Working with Community-Based Not-For-Profit Organizations, and the City of Toronto Grant Principles (Appendix to Appendix A of the Toronto Grants Policy, 2019). The principles include committing to transparency, openness, accountability, equity, diversity, and inclusion, both as principles and as tools for ensuring that the impact of effective city-sector collaborations are enjoyed by all residents in Toronto. These principles also include special recognition and consideration of First Nations, Inuit and Métis rights as they are distinctively recognized and affirmed in Section 35 of the Canadian Constitution.

11. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed in accordance with the terms of the Program Guidelines and Application Package or where required by law or by order of a court or tribunal.

In addition to the foregoing declarations made on behalf of the Proponent, I/we, the authorized signing officer(s) of the Proponent acknowledge and confirm that:

(a) I/we have the authority to bind the Proponent;

(b) I/we submit this Proposal on behalf of the Proponent for the above named project

(c) I/we acknowledge receipt of the following addenda by number and date (if applicable):

1. Addendum #	Date
2. Addendum #	Date
3. Addendum #	Date
4. Addendum #	Date

(d) I/we have carefully reviewed the Program Guidelines and Application Package including all appendices and have a clear and comprehensive understanding of the requirements;

(e) I/we have submitted all the relevant information and if selected, agree to the terms and conditions set out in the Program Guidelines and Application Package, as described in our Proposal as submitted, and pursuant to the Contribution Agreement with the City of Toronto;

(f) I/we have carefully reviewed the Template Contribution Agreement, Template Section 4.1 Agreement under the *Development Charges Act*, and Template Section 27 Agreement under the Development Charges Act and acknowledge that should we be selected for the Program the only amendments that will be accepted by the City will be to correct errors; and

(g) I/we attest to the accuracy of the information provided in this Proposal.

Signature of Authorized Signing Officer*:	Signature of Authorized Signing Officer*:
Name:	Name:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

*The authorized signing officer(s) is/are the party or parties who will represent the Proponent in all contractual matters requiring a signature.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INCOMPLETE AND WILL NOT BE ACCEPTED.