

CreateTO

Request for Proposal

RFP 2018-002 (CTO)

Developing and Operating Affordable  
Housing Services

640 Lansdowne Avenue

August 2, 2018

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## 1. Request For Proposals (“RFP”) Instructions

### 1.1 Response Timetable

Please review the RFP document for Developing and Operating Affordable Housing Services (“**Services**”) from CreateTO for the properties located at 640 Lansdowne Avenue and please follow the required activity timeline below.

Dates	Activity
<b>August 2, 2018</b>	<b>RFP distributed directly to invited participants, and posted at Merx shortly after.</b>
<b>August 14, 2018</b>	<p><b>Final Date to Submit Questions regarding the RFP. Please email all questions to <a href="mailto:alwang@createto.ca">alwang@createto.ca</a> and reference the section and question number by 12:00pm EST.</b></p> <p><b>Final Date to notify CreateTO if your firm decide not to submit the proposal back.</b></p>
<b>September 6, 2018</b>	<b>Completed RFPs delivered at Closing Time (“Closing Time”) by 12:00 pm EST.</b>

**Seven (7) hard copies and two (2) electronic version of the Response (USB)** are to be submitted in a sealed envelope. The entire content of the Response (“**Response**”) must be contained within the documents contained within the sealed envelope. The envelope used to submit your Response must be clearly marked with the following information:

COMPANY NAME:

COMPANY ADDRESS:

RFP No. 2018 – 002 (CTO)

DATE AND TIME:

DELIVER DIRECTLY TO: Albert Wang  
 Manager, Procurement and Strategic Sourcing  
 CreateTO  
 200 King Street West, 2nd Floor  
 Toronto, Ontario M5H 3T4

Responses **will NOT** be considered unless they are:

- Complete when submitted;
- Received by the date and time specified above; and
- Received at the address specified above.

***\*\*\* For details, please also refer to the Section 5 – Process and Timing at page 17***

## 1.2 Questions and Communications

All questions and communications regarding this RFP shall be directed to:

Albert Wang  
Manager, Procurement and Strategic Sourcing  
[alwang@createto.ca](mailto:alwang@createto.ca)

CreateTO will provide both the questions and the answers to all participants by email.

It is the Respondent's ("**Respondent**") responsibility to seek clarification from CreateTO on any matter Respondent considers to be unclear.

CreateTO reserves the right to amend, in its sole discretion, this RFP at any time prior to the Closing Time through the issuance of addenda and Respondents are cautioned to ensure they have received and reviewed all addenda (if any) prior to submitting a Response.

Response documents must be completed in accordance with the requirements of this RFP and any subsequent addenda thereto issued by CreateTO. Respondents may amend or withdraw their Responses at any time and for any reason prior to the Closing Time, but no amendments or changes to Responses will be accepted after the Closing Time. Any amendments must clearly indicate what part of the Response is to be amended. Amendments or withdrawals of Responses must be received at the address listed above on or before the Closing Time. CreateTO will not return any withdrawn Responses.

## 2. Background on CreateTO and Build Toronto and Its Procurement Policies

Effective January 1, 2018, CreateTO has taken on management responsibilities for Build Toronto and TPLC to form a new strategic real estate advisory agency of the City of Toronto.

Build Toronto Inc. is an independent and self-funding real estate and development corporation focused on maximizing the value of underutilized real estate previously owned by the City. Established by the City of Toronto, its sole shareholder, and reporting to a professional Board of Directors, Build Toronto's mandate is to unlock value in a responsible, innovative and integrated manner. This is done within the framework of delivering a financial dividend to the City and achieving City-Building, which over time: enhances employment opportunities; focuses on quality, urban design and environmental sustainability; and acts as a catalyst for responsible neighborhood regeneration. Build Toronto officially launched and started full operations in May 2010.

Build Toronto's portfolio of properties contains prime locations to support balanced development opportunities whether they be single-use, integrated-use or mixed-use. These properties include key retail and commercial hubs with proximity to prominent transit intersections, industrial properties with close access to commercial markets and high value residential sites. At the end of fiscal 2014 Build Toronto's land inventory had an approximate as is value of \$300 Million.

In order for Build Toronto to meet its objectives, it has implemented a procurement strategy and policy to acquire goods and services quickly, efficiently and effectively while building a high quality network of advisors, suppliers and partners. This strategy adheres to the highest standards of ethical behaviour and transparency. Build Toronto seeks to work with suppliers and partners that employ fair employment practices and have a commitment to health and safety, the environment and corporate social responsibility. Build Toronto will seek competitive bids from all qualified providers regardless of their union affiliation.

### 3. Purpose of This Document

CreateTO is inviting submissions from a range of experienced and capable non-profit organizations who may if they choose partner with private sector organizations (**Proponent**) to develop and operate Affordable Seniors rental housing which may include on the "**Property**" at 640 Lansdowne Long-Term Care on the Property.

CreateTO shall not be obligated in any manner to any Respondent ("**Respondent**") unless and until a written agreement has been duly executed between CreateTO and such Respondent relating to an approved project or the Properties.

#### 3.1 Request for Proposal and Disclaimer

This Request for Proposal ("**RFP**") is intended solely for your own use in preparing a proposal for the land designated as *Mixed Use Areas* ("**the Property**") and forming a portion of 640 Lansdowne Avenue ("**the Site**") Toronto, Ontario. It contains selected information and has been prepared by CreateTO ("**CTO**") primarily from information and reports prepared by third parties and information in the public domain with respect to the Property and the Site.

This RFP does not purport to be all-inclusive or to contain all of the information that a prospective proponent may desire. Neither CTO nor any of their officers, employees, or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of this RFP or any of its contents or as to any aspect of the Property or the Site and no legal liability is assumed or is to be implied with respect thereto. All numerical information in this RFP is approximate only. Each prospective proponent must rely on its own inspection and investigation in order to satisfy itself on any matter with respect to the Property or the Site. Nothing herein shall form part of any proposal submitted.

By accepting a copy of this RFP, you agree that the RFP and its contents are confidential, that you will hold and treat it in strict confidence and that you will not use any of the information herein for any purpose except to prepare a proposal in response to this RFP.

CTO expressly reserves the right at its sole discretion to cease offering the Property, to reject any and all proposals (expressions of interest or proposals to lease) and terminate discussions with any party or parties at any time, with or without notice.

This RFP shall not be deemed a representation of the state of affairs of the Property or the Site or constitute an indication that there has been no change in the business or affairs of the Property since the date of preparation and/or distribution of this RFP.

Any drawings, images and/or renderings contained herein are for illustrative purposes only and make no representation of in place approvals.

### **3.2 Executive Summary**

CTO is issuing this Request for Proposals (RFP) on behalf of the City of Toronto to support affordable housing objectives and the City's Housing Opportunities Toronto Action Plan 2010-2020.

CTO was established by the City of Toronto to manage its real estate portfolio, which, with more than 8,000 properties, is one of the most expansive and diverse real estate portfolios in North America. CTO develops City buildings and lands for multi-use purposes and delivers client-focused real estate solutions to City divisions, agencies and corporations.

CTO is inviting submissions from a range of experienced and capable non-profit organizations who may, if they choose, partner with private sector organizations (Proponent) to develop and operate affordable rental housing for seniors, which may include long-term care.

The Site is a 3.98 acre vacant property currently owned by the Toronto Transit Commission (TTC) and is designated *Mixed-Use* and *Employments Areas* within the City's Official Plan.

### **3.3 Project and Property Information**

#### **3.3.1 OFFERING**

This RFP's primary objective is to identify a Proponent to develop the Property for affordable housing for seniors and, possibly a long-term/continuum of care facility. While a care facility will be considered, all proposals must include a component of affordable rental housing for seniors. The development of the portion of the Site designated as Employment Site will happen in a future phase and is not part of the Property being offered in this RFP.

The successful Proponent will lease the Property for 99 years at nominal cost to bring the currently inactive Property into more productive use as affordable rental housing for seniors. The overall vision for the Site is for community uses, a park and employment opportunities. The Proponent must be one or more non-profits but may have a for-profit (or Private Sector) Partner. Information on both the Site and the Property is provided for reference herein. While the Offering is for the Property we do encourage Proponents to put forward ideas on the entire site to help CTO understand opportunities available for future phases.

Meeting the City's objectives will have a long-lasting, positive impact on the surrounding community, integrating affordable housing with other residential, commercial and employment development opportunities to accommodate a diverse mix of residents.

A proposed seniors care facility should:

- Contain a mix of housing and services that provide a continuum of care that may range from independent living units to assisted living units to memory care and long-term care units, or a selection of at least two above uses that permits seniors to age in place;
- Provide a range of medical, food and activity offerings required by its client group;
- Be fully accessible under AODA standards; and
- Address the needs of the neighbourhood and community in which the Property is located.

### **Who should apply?**

Proponents together with their partners and consultants, must have experience in developing and operating affordable rental housing and in the case of a long-term care facility, experience in developing and operating similar facilities. Proponents should demonstrate experience on projects of a similar complexity in a multi-stakeholder environment which may have included municipal governments, non-profit or private sector developers, non-profit housing operators, and community groups.

Additionally, the Proponents and their teams should demonstrate:

- a successful track record and the financial capability to develop quality affordable rental housing or long-term care, on time and on budget;
- experience in operating rental housing for seniors; and
- Experience with sites subject to Ministry of the Environment, Conservation and Parks (formerly MOECC) regulatory processes.

### **What is Affordable Rental Housing?**

#### 1) Affordable Rental Housing Definition

The City, through its Official Plan and Municipal Facility Housing By-law, defines affordable rental housing as new housing where the total monthly shelter cost (gross monthly rent, including heat, hydro and hot water utilities; but excluding parking and internet/cable charges) is at or below Toronto's average market rent (AMR) by unit type (number of bedrooms), as reported in the fall of each year by Canada Mortgage and Housing Corporation.

In new developments where utilities are metered separately for each unit and residents are required to pay the utility costs directly, the maximum monthly rents are set at AMR, less an allowance for each separately metered utility, as determined and updated annually by the City.

In 2018, Toronto's average market rents and the affordable housing utility allowances (including hydro, hot water, water and heat) are as follows:

Unit Type	AMR	Utility Allowance
Bachelor	\$1,019	\$85
1-bedroom	\$1,202	\$85
2-bedroom	\$1,426	\$119
3-bedroom	\$1,595	\$137

Please note the affordable rents will be updated to the year the development occupies.

In order to be considered affordable housing for seniors, one resident in each household must be 59 years or older. Additional attention should also be given to accessibility and universal design which should exceed minimum building code requirements as much as is possible. Administratively, the affordable housing is to be operated by a non-profit organization that will also provide support services as needed for its tenants. As part of Ontario's long-term affordable housing strategy, the overall vision of affordable housing is based on the following underlying principles:

- **People-Centred:** Housing programs, services and supports should be based on a "people first" approach that focuses on positive results for individuals and families.
- **Partnerships-Based:** Housing in Ontario requires strong partnerships between all levels of government, non-profit and co-operative housing providers, and the people who require housing support to build healthy, sustainable and inclusive neighbourhoods.
- **Locally Driven:** affordable housing must be locally relevant and provided in a supportive environment that includes access to jobs, community resources and services.
- **Inclusive:** All persons have the right to equal treatment and protection from discriminatory practices that limit their housing opportunities.
- **Fiscally Responsible:** The strategy will reflect fiscal circumstances as they evolve, to promote a diverse housing marketplace that helps Ontarians access affordable housing.

## 2) Continuum of Care - Long-term Care (LTC)

In 2007, the Province of Ontario announced a capital renewal strategy requiring long-term care homes with a "B" or "C" structural classification to be redeveloped or retrofitted over a 10-15 year period to comply to the Ministry of Health and Long-Term Care 2009 Design Standards and Ontario Regulations 79/10, made under the LTCH Act 2007 and to be designed and constructed to achieve LEED Silver Certification. The impact of this decision was that existing long-term care homes in the City of Toronto require redevelopment in the current economic climate of high land prices and available land constraints.

If included, the design for the long-term care home should be premised on several key assumptions, including:

- That the program will account for anticipated trends and changes in the resident population of the future;
- That if applicable, the program will meet the requirements of the most current Long-Term Care Homes Act, and its regulations, amendments and the applicable LTC Design Manual; and
- That it will operate under the Long-Term Care Homes Act, 2007 and accompanying Regulation 79/10 or the most current regulation in effect at the time the project is approved by the MOHLTC.

### **3.3.2 AVAILABLE RESOURCES & FINANCIAL INCENTIVES – AFFORDABLE HOUSING**

#### **Open Door Program – Affordable Housing**

The Open Door Program offers financial incentives for affordable rental housing. Open Door Program incentives include exemptions from:

- Development Charges;
- Building Permit, Planning Application and Parkland Dedication Fees;
- Education Development Charges (Toronto District School Board only where applicable) and
- Residential Property Taxes for the duration of affordability.

**Please note the City provides exemptions only and does not refund municipal fees already paid.**

The City does not provide exemptions for fees and obligations, including, but not limited to:

- Toronto District Catholic School Board Development Charges
- Public Art Contribution
- Section 37 Contribution
- Hydro Levies
- Fees related to Urban Forestry
- Technical Services Fees
- Right-of-Way Permit Fees including: Landscape Construction Permits, Street Occupation, and Municipal Road Damage

Please note the financial incentives are only applicable to the affordable rental housing component of the proposal. Other residential and care components are not eligible for the Open Door financial incentives.

To obtain the Open Door Program incentives, the Proponent must enter into the City's Contribution Agreement, substantially in the form of the agreement attached hereto as Confidential Attachment "H". By responding to this RFP, the Proponent will be deemed to have agreed to the form of the Contribution Agreement.

## **Rent Subsidies**

Proponents are encouraged to propose a mix of affordable rent levels. Monthly housing benefit payments are available from the City to qualified households to help them pay their rents. The successful Proponent will be required to make 10% of the affordable housing units available to households in receipt of housing benefits.

Proponents are also encouraged to provide tenant supports and/or indicate a willingness to take referrals from community based non-profits funded through the City's portable housing benefit programs.

### **3.3.3 SITE CONTEXT & NEIGHBORHOOD PROFILE**

#### **Site Information**

The Site is approximately 3.9 acres and is currently owned by the Toronto Transit Commission (TTC) and is located on the west side of Lansdowne Avenue between Wallace Avenue and Paton Road. The Site is approximately 300 metres from the intersection of Bloor Street and Lansdowne Avenue, and 200 metres from the Lansdowne TTC Station. The Site was previously utilized by the TTC as a bus garage, however the buildings and structures have been demolished and the Site is currently vacant. Current adjacent land uses include:

- North: A mix of employment/office/commercial uses and low-rise residential;
- East: Low-rise residential neighbourhoods;
- South: A mix of employment/office/commercial uses and low-rise residential, as well as the Lansdowne Subway Station. To the south-west is proposed to be the location of a future Bloor-Lansdowne GO Station;
- West: Immediately west are employment uses including a gelatin factory and a rail line, and further west of the rail line is a low-rise residential neighbourhood.



- The Site
- The Property

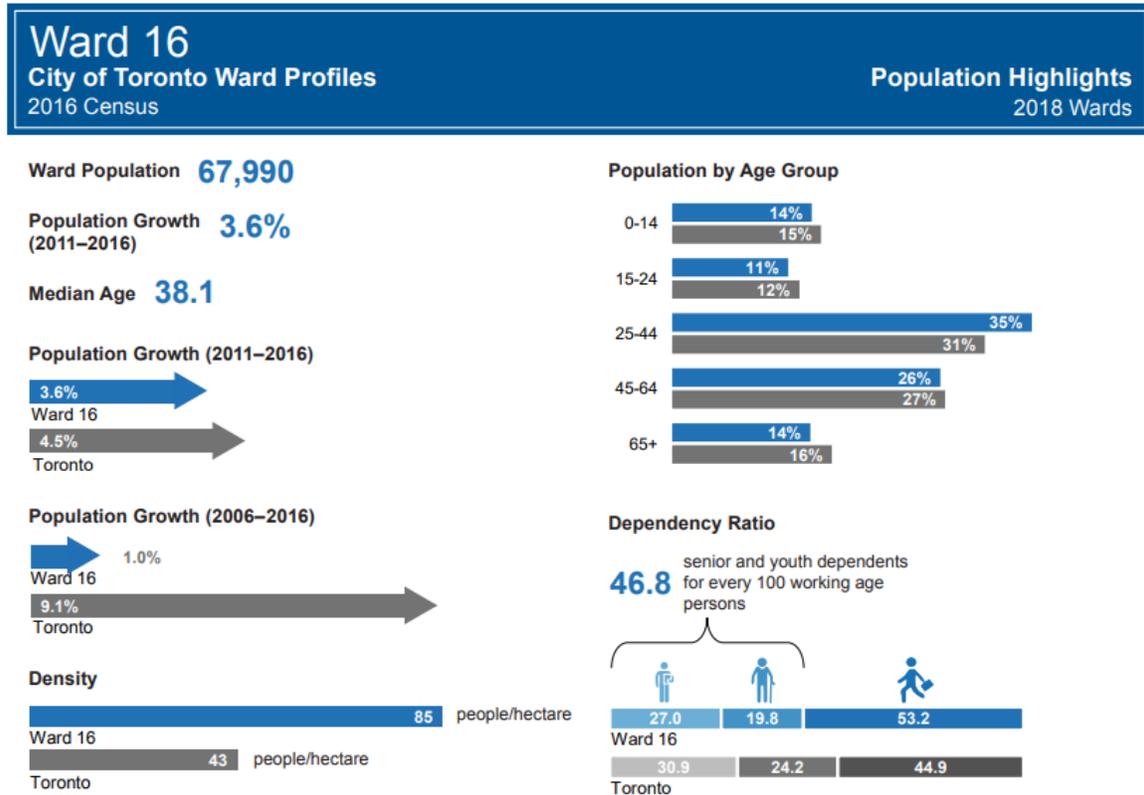
### **Surrounding Businesses**

The businesses surrounding the site include:

Lab T.O	Cinematographers' Guild	Quest Health Performance
Synergy	Elliott Animation	Underline Studio
Halo Brewery	Ubisoft Toronto	Tower Storage
Wallace Film Studio	Westside Studios	UUfie Architects
Pie in the Sky Studios	Paris Bakery	Hello Darling
Cantanhede O Bairradino	Wallace Espresso	Pepper's Restaurant & Bar
Propeller Coffee Co	The Group Tix Company	Bratton Scenery & Display

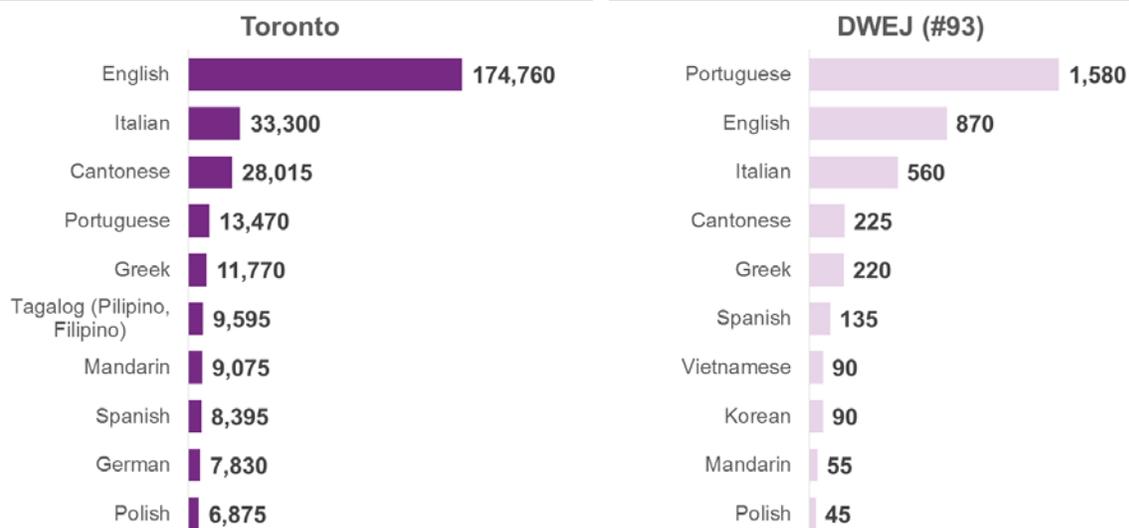
### **Ward Profile**

Refer to the 2018 Ward Profile – Ward 16 information is gathered from the 2016 long-form Census on population by age, households and dwelling types, families, language group, household tenure and period of construction; immigration, mobility, ethnic origin and visible minorities; education and labour force; income and shelter cost (revised July 7, 2018).

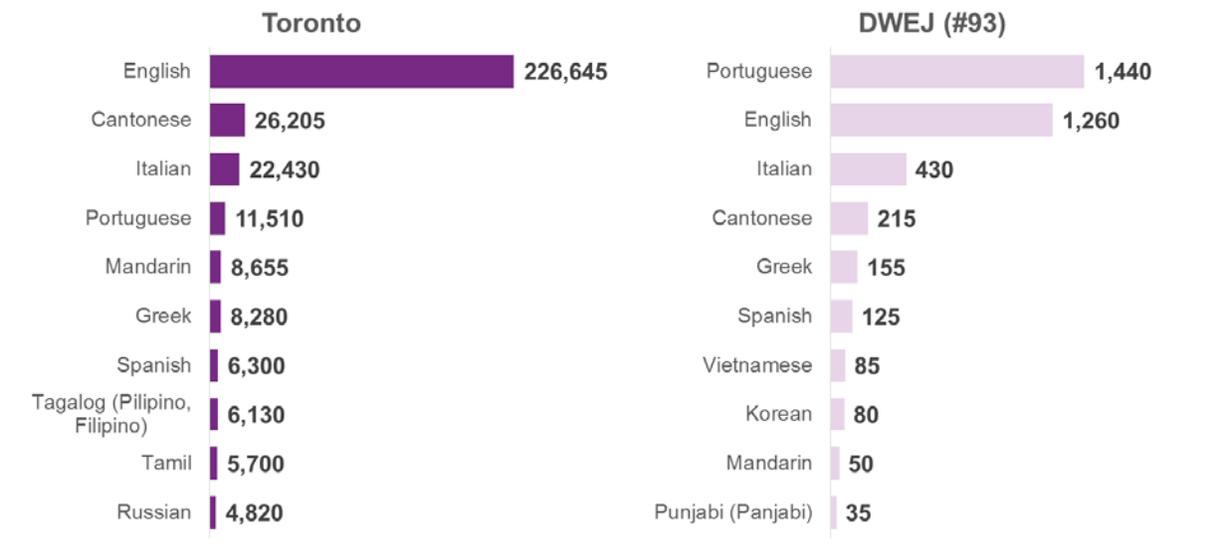


Profile of population age 65 and over in the Dovercourt-Wallace Emerson-Junction, neighbourhood ID #93, social planning neighbourhood, sourced from the City of Toronto's *Demographics Portal*: [www.toronto.ca/demographics](http://www.toronto.ca/demographics)

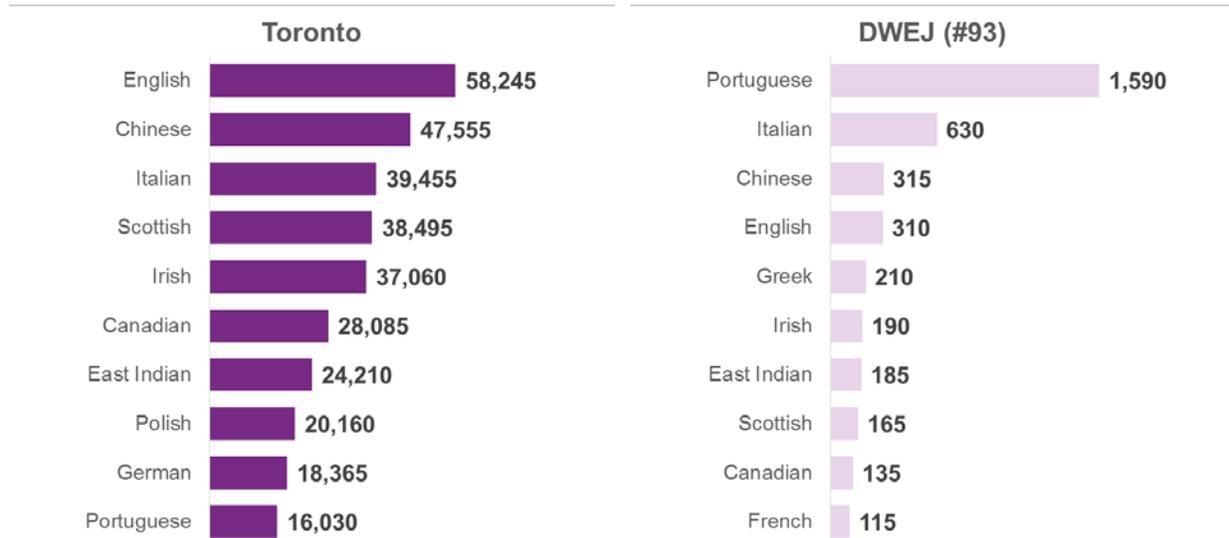
Mother Tongue (Top 10 single responses)



## Language most often spoken in the home (Top 10 single responses)



## Ethnic origins (Top 10, multiple responses included)



### 3.3.4 PLANNING FRAMEWORK

The Site at 640 Lansdowne Avenue has a split Official Plan designation, with the Property designated *Mixed Use Areas* and the remainder of the Site designated *General Employment Area* within the City's *Employment Areas*. The *Mixed Use Areas* designation extends from the Site's frontage along Lansdowne Avenue west into the site to a depth of approximately 34

metres into the Site. The *General Employment Areas* is the Official Plan designation for the remainder of the rear portion of the Site.



Residential uses, including uses such as senior's affordable housing or long-term care, on the Site will be restricted to the portions designated as *Mixed Use Areas* within the City's Official Plan. This will include any elements required to support the function and operation of a building containing residential uses (e.g. parking, loading or access). The conversion of lands within the *General Employment Areas* portion of the Site to non-employment uses may only be permitted through a municipal comprehensive review (MCR), in accordance with the Growth Plan for the Greater Golden Horseshoe (2017). Work required to advance the next city-initiated MCR will be reported out to Planning and Growth Management Committee in the first quarter of 2019.

Additionally, lands designated *Core Employment Areas* and existing employment/ industrial uses operating adjacent to the Site will need to be taken into account when proposing any new sensitive land uses, including residential uses, within proximity of employment and industrial uses or designated *Employment Areas*.

Specifically, Policy 5 of Section 2.2.4 of the City's Official Plan, as amended by the Official Plan Amendment No. 231, requires that:

5. Sensitive land uses, including residential uses, where permitted or proposed outside of and adjacent to or near to *Employment Areas* or within the influence area of major facilities, should be planned to ensure they are appropriately designed, buffered and/or separated as appropriate from *Employment Areas* and/or major facilities as necessary to:
  - a) prevent or mitigate adverse effects from noise, vibration, and emissions, including dust and odour;
  - b) minimize risk to public health and safety;
  - c) prevent or mitigate negative impacts and minimize the risk of complaints;
  - d) ensure compliance with environmental approvals, registrations, legislation, regulations and guidelines at the time of the approval being sought for the sensitive land uses, including residential uses; and,
  - e) permit *Employment Areas* to be developed for their intended purpose.

The City's complete Official Plan Policies regarding the requirements for compatibility and mitigation of sensitive land uses adjacent or near to *Employment Areas* should be reviewed and considered as part of any application, including the requirement for a Compatibility/Mitigation

Study as part of any complete development application. The costs and responsibility related to items such as, but not limited to, any studies or mitigation measures would be the responsibility of those developing the sensitive land uses, such as residential, on the Site.

The following uses are permitted on the portion of the Site designated *General Employment Areas*: manufacturing, processing, warehousing, wholesaling, distribution, storage, transportation facilities, vehicle repair and services, offices, research and development facilities, utilities, waste management systems, industrial trade schools, media, information and technology facilities, vertical agriculture, restaurants, service uses and fitness centres. Parks are generally permitted in *Employment Areas* provided they are ancillary to and intended to serve the *Employment Area* in which they are located.

The current Zoning is Industrial (Tr D0.6) within the former City of Toronto Zoning By-law 438-86, and the Site has not been brought into the City's Consolidated Zoning Bylaw 569-2013. The Tr zone currently only permits a range of uses related to transportation and parking uses, as well as a fire hall and police station. The current Zoning for the Site does not permit any residential uses. As such, it is contemplated that a zoning by-law amendment would be required for any future development of the Property.

The built form, height, massing, siting and design of any development on the Property will need to take into account the current neighbourhood context and provide appropriate transition to adjacent buildings and uses. Proposals will need to consider the City's applicable built form policies, such as the Mid-Rise Building Performance Standards, and the Official Plan's Built Form and *Mixed Use Area* policies to ensure an appropriate design and development for the community context.

### **3.3.5 ENVIRONMENTAL & GEOTECHNICAL**

See Confidential Attachment "E" for Environmental and Geotechnical information.

## **4. Requirements on Submission/Deliverables**

The City of Toronto wishes to realize its vision for the development of the Site in keeping with the character of the neighbourhood. CreateTO hereby invites all interested parties to submit reasonably-detailed Proposals with respect to the Property.

CreateTO has formulated the procedures set out in this RFP to ensure that it receives Responses to this RFP through a competitive process, and that Respondents receive fair and equitable treatment in the evaluation of their Responses. Responses must, at a minimum, address the RFP content requirements as outlined below, however, Respondents may provide any additional information that they would like to be considered.

The documentation for each Response:

- i. Must be submitted in a sealed envelope or container (Responses made by fax, telephone, electronic message or telegram will not be accepted) displaying the full and correct address of the Respondent;
- ii. An overview of their corporate structure, partnerships, consultants and contractors if any and the dynamic, capabilities and relevant transaction/development history in particular with: affordable housing programs for seniors and/or Long-term Care or Seniors Continuum of Care;
- iii. Demonstrate their or their partners' experience in developing, constructing and operating quality rental housing for seniors and/or Long-term Care, including but not limited to maintenance and repairs, and providing quality support and activities to residents where needed;
- iv. Indication of the financial capability of the Proponent and Partners if any. Evidence of financial strength can be demonstrated by, for example, audited financial statements, annual report of a publicly listed company and bank reference letters and proposed project financing;
- v. Overall built form vision – Describe the built form including the density, height, layout, the number of units and bedrooms by size and how it will conform to regulatory and market requirements, the target market, the range of activities and services proposed; and suggestions if any for co-adjacent employment uses;
- vi. Proponent's affordable housing component including, but not limited to: proposed number of affordable rental units including break down of unit type by size and number of bedrooms, the length of time the units will remain affordable, the numbers of units by level of affordability (e.g. the % of average market rent as benched marked to CMHC average);
- vii. The Operating plan including numbers of each type of beds (independent, assisted, memory care and long-term care (including proof of license grants from the Ministry of Health and Long-Term Care), and amenities, supports and services of the facility as a whole;
- viii. Financial structure including likely sources of financing including capital funding and financing plan;
- ix. Rationale/supporting information to illustrate the feasibility of the proponents overall business plan for the development. Proponents should be as detailed and specific as possible in order to allow CTO and AHO to fully evaluate their proposal;
- x. An overall understanding for the fabric of the community and the added value and integration the development will add;
- xi. Include a development schedule that outlines critical milestones in the proponent's development process should they be awarded the site;

- xii. Provide a completed Letter of Intent which the Proponent is prepared to sign together with any required amendments being requested. If two Leases are required in order to accommodate partnership or operating requirements related to the various components of the proposed development, please submit two LOIs.

## 5. Process & Timing

CreateTO is executing a **two-stage process** leading up to the execution of a non-binding Letter of Intent with the successful proponent(s).

### **Stage 1 – Proposal**

Proponents are invited to submit their Proposal no later than **12:00 p.m. Eastern Daylight Time (EDT) on Thursday, September 6<sup>th</sup>** with seven (7) original hard copies and two (2) soft copies (USB) to CreateTO:

**Attention: Albert Wang**  
**Manager, Procurement & Strategic Sourcing**  
**CreateTO**  
**200 King Street West, Suite 200**  
**Toronto, ON M5H 3T4**

### **Stage 2 – Procedure following September 6<sup>th</sup>, 2018**

CTO and AHO will review and analyze all Proposals as soon as possible following the Submission Date with the objective of short-listing a certain number of proponents who will be invited to present their vision to CTO and AHO. During this review period, CreateTO may request additional information, data and clarification from proponents. **CreateTO will invite the short-listed Proponents to present their Proposals in person on either September 20<sup>th</sup> or 21<sup>st</sup>, to then select short-list Proponents to enter negotiations with, with the objective to enter into a binding, conditional Letter of Intent prior to September 28, 2018.**

## 6. Confidential Attachments

To be provided through the data room following execution of the confidentiality agreement.

- A. Aerial Photo of the Site
- B. Survey
- C. Sample Plan
- D. Civil Background/ Summary
- E. Environmental & Geotechnical Report Summary
- F. Standard Form LOI
- G. AHO Open Door Application
- H. Contribution Agreement

**Please note, CreateTO will NOT send out the link to the above appendices until CreateTO receives the Confidentiality Agreement (“CA”) filled and signed by the proponent. (CA is attached for this RFP).**

Please send the CA (signed by firm) to [procurement@createTO.ca](mailto:procurement@createTO.ca)

## 7. Evaluation

All Responses will be evaluated through a review and analysis by CreateTO, in order to select a firm that, in its sole discretion, meet its requirements under this RFP and provides the best overall value. However, the firm selected may not necessarily be the Respondents offering the lowest overall fee proposal and/or billing rates. CreateTO reserves the right to request an interview with key team members at their place of business to verify information provided by the Respondent.

The evaluation of this RFP shall be based on the following criteria including, but not limited to;

- i. the compatibility of the Respondent’s experience and the proposed services requested
- ii. the experience, skill set, qualifications of the proposed staff resources and team at the Respondent firm
- iii. cost competitiveness, timeliness and value proposition of the Respondent firm’s proposal

The above criteria will be decided within the sole discretion of CreateTO.

**Evaluation Matrix:**

**In order to be considered the Proponent must be a Non-Profit and include some affordable housing for seniors. Submissions will be judged on:**

Criteria	Weighting	Sub-Criteria	
Capabilities	40	Has the Proponent articulated and demonstrated their (including team and partner(s)) capability to Develop, Operate, and Finance the project itself through all stages of the project's lifecycle; and have they included all requirements in their proposal as outlined in this document with reasonable detail;	
Degree of Affordability	25	Proponent must outline the number of beds to be provided at each level of affordability over a specified timeframe;	
Needs of the Community	25	Proponents must outline how their proposal address the needs of the neighbourhood & local community; and how their proposal meets the City's local Planning policies and context.	
RFP Process and Contract Terms and Conditions	10	Agreement on RFP Process and Contract Terms and Conditions	
<b>Sub-Total</b>	<b>100</b>		

Respondents are cautioned that Responses will be solely evaluated upon the evaluation criteria disclosed in this RFP and no linkage of offers to donations, sponsorships or similar arrangements will be considered.

## 8. Reliance

The successful proponent shall, at its own expense, provide written confirmation to any third party identified by CreateTO that such third party may rely on any reports, documents and materials generated by the successful proponent during this project.

## APPENDIX A - RFP Process Terms and Conditions

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### 1. Governing Law

The laws of the Province of Ontario and the laws of Canada applicable therein shall apply to this RFP and any potential contract that may be formed as a result of this RFP. The Courts of the Province of Ontario shall have exclusive jurisdiction over any matters arising under this RFP and any potential contract that may be formed as a result of this RFP.

### 2. Incurred Costs

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

The rejection or non-acceptance of any or all Responses shall not render CreateTO liable for any costs or damages to any Respondent firm.

### 3. No Collusion or Conflict of Interest

No Respondent may discuss or communicate about, directly or indirectly, the preparation or content of its Response with any other Respondent or the agent or representative of any other Respondent or prospective Respondent, except in the circumstances where, and only to the extent necessary, a Respondent is submitting its Response as a partnership, joint venture, consortium, syndicate, other business combination or on its own behalf with subcontractors. If CreateTO discovers there has been a breach of this provision at any time, CreateTO reserves the right to disqualify the Response or terminate any ensuing agreement.

Responses must be signed by an authorized representative or agent of the Respondent.

If, in the sole and unfettered discretion of CreateTO, the Respondent is found to be in an actual or potential Conflict of Interest (defined below), then CreateTO may disqualify such Respondent's Response or terminate any potential contract that CreateTO and the Respondent may later enter into.

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**"Conflict of Interest"** means any situation or circumstance in which:

in relation to the RFP process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

- i. having or having access to information in the preparation of its Response that is confidential to CreateTO and is not available to other Respondents;
- ii. communicating with any person with a view to influencing preferred treatment in the RFP process; or

- iii. engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or in relation to the performance of contractual obligations in any potential contract with CreateTO, the Respondent's other commitments, relationships or financial interests:
  - a. could or could be seen to exercise and improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
  - b. could or could be seen to compromise, impair or be incompatible with the effective performance of any such contractual obligations.

#### 4. Language

Responses must be entirely in English.

#### 5. Ownership and Confidentiality of CreateTO-Provided Data

All information provided in this RFP is provided "as is" without warranty of any kind. CreateTO makes no express or implied representation or warranty concerning the nature or the quality of such information, or its completeness, accuracy, currency, reliability, or authenticity.

All correspondence, documentation and information provided by CreateTO staff to any Respondent or prospective Respondent in connection with, or arising out of this RFP, any services or the acceptance of any Response:

- i. is and shall remain the property of CreateTO;
- ii. must be treated by Respondents and prospective Respondents as confidential; and
- iii. must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

#### 6. Ownership and Disclosure of Response Documentation

The documentation comprising any Response submitted in response to this RFP, along with all correspondence, documentation and information provided to CreateTO by any Respondent in connection with, or arising out of this RFP, once received by CreateTO shall become the property of CreateTO. Responses will not be returned. Should the Respondent be chosen to enter into an agreement with CreateTO for the purchase of goods and/or services, the Respondent's Response may be appended to and form part of such agreement with the successful Respondent and/or any purchase order that CreateTO may issue to such Respondent.

The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended, ("**MFIPPA**") applies to information provided to CreateTO by each Respondent to this RFP. The Respondent should identify any information in its Response or any accompanying documentation that is supplied in confidence and that would meet the test for third party information to be protected from disclosure pursuant to access requests, as described in Section 10(1) of MFIPPA (the "**Protected Information**"). If no information in the Response is identified as Protected Information, CreateTO will assume that the Response does not contain Protected Information. The confidentiality of Protected Information will be maintained by CreateTO, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Responses will, as necessary, be disclosed on a confidential basis, to CreateTO's advisers retained for the purpose of evaluating or participating in the evaluation of their Responses.

It is the responsibility of the Respondent to ensure that all personal information provided to CreateTO on Respondent's personnel and their experience is supplied with the informed consent of such individuals. By submitting any personal information, Respondent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for the purposes of the Response and that such individuals are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management and performance purposes.

By submitting a Response, each Respondent grants its consent for CreateTO to check all references submitted and to conduct background financial, credit and other due diligence investigations on the Respondent as CreateTO may deem advisable.

CreateTO may make public the names of any or all Respondents. Respondents may not directly or indirectly communicate with the media regarding this RFP or any potential contract that may be awarded without CreateTO's prior written consent.

## 7. Intellectual Property Rights

By submitting a Response, each Respondent represents and warrants that the information contained in its Response does not infringe any patent, trade secret, copyright, trade-mark, or other intellectual property right of any third party and agrees to indemnify CreateTO, its directors, officers, shareholders, staff and its consultants against any and all liabilities, damages, costs, expenses, penalties, fines, losses and deficiencies (including all amounts paid in settlement, all interest and penalties, and all reasonable legal and other professional fees and disbursements, including those incurred in defending any claim) that may be incurred by CreateTO or any of them as a result of any claim, action, application, suit, or proceeding brought by any third person or entity in respect of the infringement or alleged infringement of any patent, trade secret, copyright, trademark, or other intellectual property right of such person or entity by the Respondent's Response or any information contained therein.

## 8. Reservation of Rights

CreateTO may qualify more than one Respondent as an ASP (Approved Service Provider) through this RFP process. For clarity purposes, this is a RFP process, and is NOT a tender process. CreateTO may, in its sole and unfettered discretion, amend the list of ASP(s) by adding new or additional ASP(s) at any time and by any means, including by issuing a further public RFPs from time to time.

CreateTO reserves the following rights, to be exercised in its sole, absolute and unfettered discretion, without any liability whatsoever to any potential Respondents:

- to delay or extend the Closing Time, even if the Closing Time has passed, and to alter the RFP schedule, process, procedures or objectives;
- to delete, revise, modify or amend any part of this RFP;
- to cancel, terminate or suspend this RFP at any time and for any reason;
- to reissue this RFP at any time and for any reason;

- to amend the Roster by adding new or additional ASP(s) at any time and by any means, including by issuing a further public RFP from time to time;
- to issue a subsequent RFP for the proponents to be qualified as ASP(s) to provide the same or substantially similar products or services;
- to seek clarification of the contents of any Response, or to require a Respondent to submit further documentation or new or additional information regarding its Response;
- to verify any information contained in the Response, including references, with third parties and receive additional information regarding the Respondent, its directors, officers, shareholders or owners, and any other party associated with the Respondent's Response, as CreateTO may require;
- to consider and apply any other evaluative criteria as CreateTO may see fit;
- to meet with some or all of the Respondents to discuss aspects of their respective Responses, however CreateTO is not obliged to seek clarification of any aspect of a Response;
- to waive strict compliance with the terms of the RFP documentation and process and to waive irregularities in any Response;
- if only one Response is received, to accept or reject it;
- to not accept or to disqualify any Response, including, without limitation if the Response is late or contains false, inaccurate or misleading information;
- to accept or to qualify all Responses
- to accept or to qualify any non-compliant Response;
- to qualify any Respondent as an ASP whose Response is not the highest ranked or lowest priced Response;
- to not qualify any Respondent as an ASP whose Response is the highest ranked or lowest priced Response;
- to qualify more than one Respondent as an ASP;
- if this RFP stipulates that a certain number of Respondents will be qualified as ASPs based on the rankings of their respective Responses as a result of CreateTO's evaluation process (the "**Qualified Responses**"), to qualify any Respondent as an ASP whose Response is not a Qualified Response;
- to withhold the names of Respondents and the content of their Responses from the other Respondents;
- to reverse any qualification of a Respondent as an ASP for any reason;
- to enter into a contract for the required services with any proponent who is not an ASP or who has not participated in this RFP; and
- to enter into negotiations with one or more Respondents selected as ASPs for the provision of the required services.

## 9. Limitation of Liability

CreateTO's total liability to any Respondent participating in this RFP and the aggregate amount of damages recoverable against CreateTO for any matter relating to or arising from any act or omission of CreateTO, this RFP, or the RFP process whether based on an action or claim in contract, warranty, equity, tort or otherwise, including any action or claim arising from the acts or omissions of CreateTO, shall in no event exceed \$1,000 in Canadian funds. By making a Response, the Respondent hereby irrevocably waives any rights that it may have to injunctive or administrative relief in respect of any act or omission of CreateTO, this RFP, or the RFP process.

#### 10. Other Process Details and Conditions

CreateTO has set out the following process conditions:

- The time on the clock located on the 2<sup>nd</sup> Floor of CreateTO's offices at 200 King Street will be the official clock used to determine the Closing Time and the time of receipt of all Responses.
- CreateTO does not accept responsibility for Responses directed to any person or location other than the individual at the office address listed above or for any Responses received after the Closing Time. **The onus remains solely on Respondents making Responses to instruct courier/delivery personnel to deliver Responses to the EXACT PERSON AND LOCATION listed above.**
- CreateTO disclaims any responsibility for any misunderstanding on the party of the Respondent concerning this RFP or its process.
- No other representative of CreateTO is to be contacted regarding this RFP. CreateTO accepts no responsibility for, and the Respondent agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by CreateTO, concerning this RFP.
- In the event the Respondent cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly noted on the Respondent's letterhead and submitted with the Response. Respondents are cautioned that such non-compliance may result in disqualification of the Respondent's Response, in the sole discretion of CreateTO. No allowance will be made for un-noted non-compliance of any kind by the Respondent.
- This RFP does not commit CreateTO in any way to create a Roster, to qualify or select any Respondent, to proceed to negotiations for a contract for the supply of goods or services, or to award any contract.
- Any potential agreement that may be entered into between CreateTO and a Respondent will not be an exclusive contract for the provision of goods or services.
- By responding to this RFP, Respondents will be deemed to have agreed that the decision of CreateTO will be final and binding and in particular to confirm its agreement with the provisions of this RFP, including Appendix A.
- CreateTO will evaluate the Respondents on the information provided, and in its sole discretion based on information provided by references. The evaluation may include an interview process by a selection team as determined by CreateTO
- All successful Respondents will be notified by CreateTO in writing