



**Toronto
Community
Housing**

**RFP # 19159
Request for Proposals
For
Development Partner for Regent Park Revitalization
Phases 4 & 5**

Table of Contents

PART 1 – INTRODUCTION	3
1.1 Invitation to Proponents – Stage 2 of the Regent Park Procurement Process	3
1.2 Agreement for Deliverables	3
PART 2 – PROJECT DESCRIPTION AND DELIVERABLES	4
2.1 Revitalization Priorities	4
2.2 Planning Approvals	4
2.3 Project Scope and Deliverables	5
2.4 Further Considerations	6
PART 3 – PROPOSAL SUBMISSIONS	7
3.1 Proposal Submission Information	7
PART 4 – PROCESS FOR EVALUATION, NEGOTIATION AND AWARD	10
4.1 Stage I – Mandatory Submission Requirements	10
4.2 Stage II – Evaluation	10
4.3 Stage III – Concurrent Negotiations and Best and Final Offers (BAFOs)	10
4.4 Stage IV – Memorandum of Understanding (MOU)	11
4.5 TCHC Board Approval	12
PART 5 – PROPOSAL EVALUATION	13
5.1 Proposal Format	13
5.2 Mandatory Submission Requirements (Tab 3)	13
5.3 Initial Evaluation Criteria and Scoring (Tab 4)	13
5.4 Final Evaluation Criteria	19
PART 6 – COMMUNITY PRESENTATION	20
6.1 Purpose	20
6.2 Revitalization Working Group	20
6.3 Community Presentation Structure	20
6.4 Evaluation of Proponent’s Presentation	21
PART 7 – TERMS AND CONDITIONS OF THE RFP PROCESS	23
7.1 General Information and Instructions	23
7.2 Communication after Issuance of RFP	23
7.3 Notification and Debriefing	24
7.4 Conflict of Interest and Prohibited Conduct	25
7.5 Confidential Information	26
7.6 Procurement Process Non-binding	26
7.7 Governing Law and Interpretation	27
PART 8 – MATERIAL DISCLOSURES	28
8.1 Memorandum of Understanding and Final Contracts	28
8.2 Insurance Coverage Requirements	28
8.3 Workplace Safety and Insurance Board (WSIB)	28
8.4 Requirement for Unionized Labour	28
8.5 Proponents Responsible for Obtaining Independent Legal Advice	29
8.6 Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”)	29
8.7 Performance Reviews	30
8.8 No Guarantee of Volume of Work or Exclusivity of Contract	30
SUBMISSION FORM A – PROPONENT ACKNOWLEDGEMENTS	31
SUBMISSION FORM B – BANK REFERENCE LETTER	36
SUBMISSION FORM C – BUSINESS TERMS SUMMARY SHEET (TAB 5)	37
APPENDIX A – ASSUMPTIONS PHASES 4 & 5	41
APPENDIX B – SITE PLAN	
APPENDIX C – PHASING PLAN	
APPENDIX D – TESA AND TECA RATES	
APPENDIX E – DRAFT TCHC DESIGN SPECIFICATIONS	
APPENDIX F – PHASE 1 ENVIRONMENTAL SITE ASSESSMENT	

APPENDIX G – FINANCIAL REPORTING REQUIREMENTS
APPENDIX H – SITE SPECIFIC HEALTH AND SAFETY PLANS

PART 1 – INTRODUCTION

1.1 Invitation to Proponents – Stage 2 of the Regent Park Procurement Process

Toronto Community Housing Corporation (“TCHC”) is seeking a Development Partner and Construction Manager (referred to herein as the “Partner”) for the final two phases of the revitalization of Regent Park, as further described in Part 2 of this document (the “Deliverables”).

This is the second stage of a two-stage process to select a Partner for Regent Park Phases 4 & 5. Both stages of the procurement process are being overseen by a Fairness Commissioner. The Fairness Commissioner will assist in the resolution of any conflict of interest matters, and in particular will oversee the evaluation and clarification process to ensure that the process is unbiased.

The first stage of the procurement process consisted of a Request for Vendor Qualifications (RFVQ), which closed on August 29, 2018. TCHC evaluated the submissions from Stage 1 of the RFVQ process, and has established a shortlist of proponents. Only the shortlisted proponents qualified in Stage 1 have been invited to submit a proposal in the Stage 2 Request for Proposals (“RFP”).

1.2 Agreement for Deliverables

The successful proponent will be requested to enter into negotiations for a Memorandum of Understanding (MOU) with TCHC for the provision of the Deliverables, consisting of fundamental business and legal terms, which will be presented to the TCHC Board of Directors for approval. The MOU terms will be used as the basis for the final contracts for the Deliverables, if the terms are agreed to by the TCHC Board of Directors.

[End of Part 1]

PART 2 – PROJECT DESCRIPTION AND DELIVERABLES

2.1 Revitalization Priorities

The redevelopment of the Regent Park community to accommodate a mix of uses, tenures and incomes, will result in a more socially and economically diverse neighbourhood that is fully integrated into the City of Toronto's urban fabric. In order to realize this principle on Phases 4 & 5 lands (see Appendix C Phasing Plan), TCHC seeks to maximize the value of its lands and partner with a developer.

Regent Park is an active and engaged community whose members have helped to shape and realize the vision for the revitalization. The Regent Park revitalization reflects TCHC's approach to implementing a comprehensive reinvestment strategy intended to improve the condition and performance of our housing stock and ensure that all rental housing units in the TCHC portfolio provide a healthy, safe, and environmentally sustainable living environment for our tenants. TCHC is committed to engaging with the TCHC Tenant Council, the Regent Park Neighbourhood Association ("RPNA") and the broader community. TCHC is also committed to partnering with stakeholders to implement a community-based Social Development Plan.

The provision of replacement social housing units for Regent Park families is a fundamental element of the revitalization. TCHC's rental replacement obligations are contained in its Section 37 Agreement with the City of Toronto (the "City"). The replacement requirements stipulate the number, form and bedroom type for the replacement social housing units being built as part of the revitalization. Families relocated as a result of the revitalization will be given the opportunity to return to a new rental replacement unit in Regent Park. TCHC prefers that tenants are relocated during the summer, so as to minimize disruption as one of the revitalization guiding principles.

2.2 Planning Approvals

The Regent Park Secondary Plan was adopted by City Council in 2005. It established the objectives for the redevelopment of Regent Park as well as setting policies for the neighbourhood structure, land-use, urban design and form, and amenity, among other matters. By-law 141-2005 established the amendments to Zoning By-law 438-86 and placed a Holding Symbol (h) over the remaining phases of the redevelopment.

In order to accommodate the development of an arts and cultural centre in Phase 2, TCHC chose to rezone the lands (By-law 943-2009). In Phase 3, TCHC sought an Official Plan Amendment and rezoning in order to shift the residential density and accommodate an athletic field (By-laws 274-2014 and 275-2014). For both Phase 2 and Phase 3, the Holding Symbol was removed as part of each rezoning.

The Phase 3 Official Plan Amendment and rezoning also included adjustments to height and tower locations on the Phase 4 & 5 lands, as outlined in By-law 275-2014. The Phase 4 & 5 lands are still subject to the Holding Symbol, which will require lifting as a prerequisite to development.

The City also approved a Draft Plan of Subdivision in 2005, with conditions, and TCHC is required to meet these conditions prior to the registration of the Plan of Subdivision for each Phase. TCHC has registered Plans of Subdivision for Phases 1, 2 and 3 and expects the successful Stage 2 RFP proponent to support the process of registering Plans of Subdivision for Phases 4 & 5.

The section 37 agreement between the City of Toronto and Toronto Community Housing currently prescribes that at the end of the revitalization, 40% of units built for the revitalization must be replacement social housing units. This benchmark is outdated as it does not reflect the Phase 3 rezoning. The Section 37 agreement will need to be amended for a lower threshold that reflects current market densities. The Section 37 agreement stipulates that at a minimum, each phase must provide 25% replacement social housing units, a benchmark that will be met in Phase 4 & 5.

Phases 4 & 5 consists of an area approximately 16 acres and includes:

- Development along Gerrard Street East with ranges in permitted height from 15.0 to 30.0 metres;
- Development along Oak Street with ranges from 15.0 metres to a maximum height of 77 metres at specific tower locations;
- The Construction of six (6) new public streets, connecting to the existing public street grid.

TCHC will retain title to lands on which the replacement social housing units are built. New public streets will be conveyed to the City of Toronto. Any changes to the existing plan will not alter TCHC's requirement to provide replacement social housing units, nor will it affect the buildable GFA of market units.

2.3 Project Scope and Deliverables

The successful proponent will be required to act as Development and Construction Manager on behalf of TCHC for TCHC's rental replacement buildings; market buildings; the construction of municipal roads and services; and any other requirements stipulated below:

- responsible for coordinating the development of each project, including, but not limited to, securing all necessary approvals to proceed with development; negotiating the subdivision agreement; and the lifting of the holding symbol or rezoning; and address Section 37 amendments.
- demolition of 527 social housing units;
- construction of 564 to approximately 650 rent-geared-to-income (RGI) units that represent TCHC replacement social housing units;
- TCHC requires that all replacement social housing is built to TCHC's specifications, a draft version of which is included as Appendix E;
- coordinate the design and value engineering of the TCHC rental replacement projects, with a view to achieving economies of scale and other cost efficiencies;
- the design of all buildings and the public realm will be subject to review and approval by TCHC's Design Review Panel;
- developing a construction mitigation strategy in consultation with stakeholders;
- construction of municipal roads and infrastructure that must correspond to a subdivision agreement registered for these lands;
- new buildings in Regent Park will be required to connect to the district energy system, operated by Regent Park Energy Inc.; please refer to Appendix D for standard TECA (Thermal Energy Connection Agreement) and TESA (Thermal Energy Service Agreement) rates. At this time, TCHC will not provide an opportunity

for proponents to provide proposals for alternative rate structures or options that provide a value proposition to TCHC.

- new TCHC buildings must reflect the City of Toronto green building standards for Tier 2;
- carrying out a tenant engagement strategy developed with TCHC, in consultation with tenants, TCHC Tenant Council, RPNA, and other stakeholders;
- carrying out community economic development activities including support for the goals of the Social Development Plan (as outlined in Section 5.3.1E), developed with TCHC, in consultation with TCHC tenants, TCHC Tenant Council, RPNA, and other stakeholders. This will include a means for monitoring/evaluation and a plan for community benefits will be signed one (1) year after execution of the Phases 4 & 5 project agreement.
- in a partnership structure, TCHC's partner would be expected to deliver the financial reporting requirements as outlined in Appendix G; and,
- upon award of the contract, the successful proponent agrees to provide a specific health and safety plan for the particular project for review with the TCHC project manager. Please see Appendix H for further details.

2.4 Further Considerations

Some potential impacts to scope and delivery are:

- additional affordable housing units (defined as 80% of average market rate for City of Toronto) may be required;
- there is an existing right of first refusal for a retail bay on Block 4 of the master plan in favour of Tim Hortons;
- TCHC is in discussion with the City of Toronto and Toronto Public Library for the relocation of a public library in Phases 4 & 5. To date, specifics about the size and location have not yet been determined;
- The public engagement process that went along with the phases 3, 4 and 5 rezoning process anticipated primarily residential uses in phases 4 and 5, some commercial/retail at grade, and reserving 1,000 square metres of space that could be used for recreational uses on the first floor of any future buildings to be built, if capital funds are available; and,
- TCHC has made a commitment to set aside space for a community use that will be determined through a Request for Expression of Interest process.

Elements in Section 2.4 are not to be factored into the business concept.

[End of Part 2]

PART 3 – PROPOSAL SUBMISSIONS

3.1 Proposal Submission Information

3.1.1 Deadline for Submissions

The deadline for all proposal submissions is set out in the RFP Timetable.

RFP TIMETABLE

RFP Number	19159
RFP Title	Development Partner For Regent Park – Phases 4 & 5 Revitalization

Proponents should submit their proposals according to the following timetable and instructions

Issue Date of RFP	Tuesday, April 09, 2019
Deadline for Questions	Friday, April 26, 2019 @ 12:00 PM
Deadline for Issuing Addenda	Friday, May 03, 2019 @ 12:00 PM
Submission Deadline	Friday, May 31, 2019 @ 12:00 PM
Rectification Period	Five (5) business days
Anticipated Date for Invitation to Community Presentation	Friday, June 28, 2019
Developer submits Presentations	Friday, July 12, 2019 @ 12:00 PM
Vetted Questions Sent to Proponents	Friday, July 12, 2019
Anticipated Date for Community Presentation	Saturday, July 27, 2019 (Alternative Date: Saturday, August 10, 2019)
Anticipated Date for Notice of Shortlisting and Commencement of Concurrent Negotiation Period	Thursday, August 1, 2019
Anticipated Period for Information Exchange	August 1 to September 16, 2019

Anticipated Date of Commercially Confidential Meeting	Week of September 16, 2019
Anticipated Deadline for Submission of Best and Final Offers ("BAFO")	Week of October 14, 2019
Anticipated notification to top-ranked proponent	Week of November 11, 2019
Anticipated Execution of Memorandum of Understanding	Week of December 16, 2019

For the purposes of this procurement process, the "TCHC Contact" shall be:

TCHC Contact:	Ramie Younan
E-mail:	Ramie.Younan@torontohousing.ca and TCHProcurement@torontohousing.ca
TCHC Address:	35 Carl Hall Road, Unit 1, Toronto, ON M3K 2B6

The RFP Timetable is tentative only, and may be changed by TCHC at any time. For greater clarity, business days means all days that TCHC is open for business.

3.1.2 Additional Information

A package containing more detailed information on the Regent Park revitalization is available. This package is the same as the one that was available in the RFVQ. The information package contains:

- Regent Park Master Plan
- Regent Park Phasing Plan
- Social Development Plan Executive Summary (2007)
- Lessons Learned (2017)
- Social Development Plan Draft Refresh Document (2018)
- Official Plan Amendment & Zoning Amendment Final Report, Regent Park Revitalization (2005)
- Official Plan Amendment & Zoning Amendment Final Report, Phases 3 – 5 (2014)
- Regent Park Official Plan Amendment - By-laws No. 140-2005 and 274-2014
- Regent Park site-specific Zoning By-law Nos. 141-2005, 943-2009 and 275-2014

Due to the history of these properties, the drawings of existing buildings that TCHC has in its possession are dated or incomplete, and may not necessarily be relied upon for accuracy or completeness.

In order to receive the additional information package, respondents are asked to register with TCHC by e-mailing Ramie Younan at ramie.younan@torontohousing.ca.

3.1.3 Proposal Submissions

Proposals shall be submitted to:

Strategic Procurement
Toronto Community Housing Corporation
35 Carl Hall Road, Unit 1
Toronto, ON, M3K 2B6
Attention: Ramie Younan

Hardcopy submissions shall include one (1) original, eight (8) copies and one (1) electronic PDF copy plus the live Excel pro forma models, described in Section 5.3.1B on a USB flash drive in a sealed package. Proposals are to be prominently marked with the RFP title and number (see RFP cover page), with the full legal name and return address of the Proponent, and with the Submission Deadline.

In the event of a conflict or inconsistency between the hard copy and the electronic copy (PDF on a USB flash drive) of the proposal, the original hard copy of the proposal shall prevail.

3.1.4 Proposals Must Be Submitted on Time

Proposals submitted by hardcopy must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected without exception.

TCHC will not be responsible for late submissions caused by traffic, weather, mechanical breakdown or courier issues. It is the sole responsibility of the proponent to ensure the submission is delivered, stamped and submitted before the Submission Deadline. Proposals received after the Submission Deadline will be deemed late and will not be considered even where a technical issue outside the proponent's control caused the proposal to be submitted late.

3.1.5 Amendment of Proposals

Submissions may be amended, but only on or before the Submission Deadline. Hardcopy submissions may be amended before the Submission Deadline by the proponent submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in the RFP Timetable. Any amendment should clearly indicate which part of the proposal the amendment is intended to replace.

3.1.6 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be signed by an authorized representative of the proponent and sent to the TCHC Contact. TCHC is under no obligation to return withdrawn proposals.

3.1.7 Forms and Submission

Other than the submission of the Mandatory Submission Requirements as noted in Section 5.3, proponents may not make any changes to any of the other forms after the Submission Deadline. **[End of Part 3]**

PART 4 – PROCESS FOR EVALUATION, NEGOTIATION AND AWARD

TCHC will conduct the evaluation of proposals and negotiations in the following stages:

4.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, TCHC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that TCHC issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section 5.2 Mandatory Submission Requirements of the RFP.

4.2 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

Rated Criteria: TCHC will evaluate each qualified proposal on the basis of the evaluation criteria as set out under Section 5.3 Initial Evaluation Criteria and Scoring of the RFP. Proponents are required to submit a minimum of two business concepts of which one must be a pure land sale option. Those proponents who meet the minimum rated criteria subtotal and the minimum threshold for each rated criteria referenced in Section 5.3 will be invited to present at the community presentation.

Community Presentation: The purpose of the Community Presentation is to allow members of the Regent Park community to hear directly from the shortlisted proponents and score the proponents based on their presentation and their response to a series of previously vetted questions.

The total score in Stage II will comprise of the individual scores of the rated criteria and the community presentation above. Those proponents whose total score in Stage II meet the minimum threshold of 70% for the initial evaluation criteria will be invited to Stage III.

4.3 Stage III – Concurrent Negotiations and Best and Final Offers (BAFOs)

4.3.1 Initial Ranking of Proponents

Proponents will be initially ranked based on their score from Stage II.

4.3.2 Concurrent Negotiations and BAFO Process

TCHC intends to invite the top two (2) ranked proponents from Stage II to enter into concurrent negotiations. If the score of the third ranked proponent is within ten percent (10.0%) of the second highest scoring proponent, the third ranked proponent will also be invited to participate in concurrent negotiations. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to TCHC. This stage of the RFP process will follow the following sub-stages:

a) Concurrent Negotiations

This sub-stage will consist of a process for information exchanges and a meeting(s) with short-listed proponents and evaluation members. The information exchange and the Commercially Confidential Meeting (CCM(s)) will allow for meaningful dialogue regarding each short-listed proponent's proposals and may include feedback to the proponents to identify potential gaps and discussions of potential alternate approaches to fulfill TCHC's requirements. TCHC will issue its CCM schedule of dates to short-listed proponents as part of the notice of shortlisting.

b) Submission of BAFOs

This sub-stage will allow short-listed proponents to revise their initial submissions and submit their BAFOs for final evaluation and ranking. If the short-listed proponent fails to satisfy the BAFO submission requirements as may be described in the notice of shortlisting, TCHC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the BAFO submission requirements within the Rectification Period, its initial submission will be considered the final submission for evaluation of rated criteria as set out under Section 5.4 Final Evaluation Criteria. The Rectification Period will begin to run from the date and time that TCHC issues a rectification notice to the proponent.

4.3.3 Evaluation of BAFO and Final Ranking of Proponents

Each BAFO will be evaluated against the rated criteria set out in Section 5.4 Final Evaluation Criteria and will be assigned a final ranking. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to enter into negotiations to finalize a Memorandum of Understanding as further detailed in Stage IV.

4.4 Stage IV – Memorandum of Understanding (MOU)

4.4.1 MOU Negotiation Process

The top-ranked proponent will be requested to negotiate an MOU with TCHC consisting of fundamental legal and business terms for the contracts required for the Deliverables, which will be presented to the TCHC Board of Directors for approval.

Any negotiations will be subject to the process rules contained in Part 7 of the RFP and will not constitute a legally binding offer to enter into a contract on the part of TCHC or the proponent and there will be no legally binding relationship created with any proponent unless explicitly agreed to by the parties in a written agreement.

Negotiations may include requests by TCHC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal, and may include requests by TCHC for improved pricing or performance terms from the proponent.

4.4.2 Time Period for Negotiations

TCHC intends to conclude negotiations and finalize the MOU with the top-ranked proponent within thirty (30) days, commencing from the date TCHC invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct negotiations should therefore be prepared to provide requested information in a timely fashion and conduct its negotiations expeditiously.

4.4.3 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the MOU for the Deliverables within the allotted thirty (30) days, TCHC may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an MOU is finalized, until there are no more proponents remaining that are eligible for negotiations or until TCHC elects to cancel the RFP process.

4.4.4 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

4.5 TCHC Board Approval

Following negotiations with the successful proponent, approval of the MOU by the TCHC Board of Directors is required. At any point in the process, TCHC reserves the right to terminate any negotiation, reject any or all submissions and/or cancel the RFP altogether, in its sole and absolute discretion.

If the MOU is approved by the Toronto Community Housing Board of Directors, the successful proponent and TCHC will proceed with finalizing contracts for the Deliverables based on the terms of the MOU.

[End of Part 4]

PART 5 – PROPOSAL EVALUATION

5.1 Proposal Format

Proponents must include the following items in their response to this RFP and proposals must comply with the format outlined below, using the same headings in the same sequence.

Failure to provide required information and complete submissions may result in disqualification, at the discretion of TCHC. Proposal requirements are itemized here and discussed in detail below. TCHC requires that proposal submissions be clearly separated according to the below numbered tabs:

Proposal Tab 1	Covering Page / Index
Proposal Tab 2	Covering Letter
Proposal Tab 3	Mandatory Submission Requirements
Proposal Tab 4	Rated Criteria: A) Proponent Team B) Business Concept C) Analysis of Risk and Risk Mitigation Strategy D) Marketing and Sales Strategy E) Community Economic Development
Proposal Tab 5	Submission Form C
Proposal Tab 6	Development Pro Forma
Proposal Tab 7	Relevant Staff Resumes

5.2 Mandatory Submission Requirements (Tab 3)

5.2.1 Submission Form A – Proponent Acknowledgments

Each proposal must include a Submission Form (Submission Form A) completed and signed by an authorized representative of the proponent.

5.2.2 Submission Form B – Bank Reference Letter

Each proposal must include a reference letter from a Schedule 1 bank, credit union or trust company that confirms the proponent is in good standing, substantially in the form of Submission Form B.

5.3 Initial Evaluation Criteria and Scoring (Tab 4)

The following sections set out the categories, weightings and descriptions of the evaluation criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Specifically, in order to be considered for the community presentation, proponents must achieve a score of:

- Not less than 50% for each Rated Criteria; and,

- At least 70% on the Rated Criteria subtotal

The following criteria, points, and descriptions will be used as follows:

Rated Criteria Category (Items A to E)	Total Points	Minimum Threshold
A) Proponent Team	2 points	1 points / 2 points
B) Business Concept	40 points	20 points / 40 points
C) Analysis of Risk and Risk Mitigation Strategy	25 points	12.5 points / 25 points
D) Marketing and Sales Strategy	3 points	1.5 points / 3 points
E) Community Economic Development	10 points	5.0 points / 10 points
Rated Criteria Subtotal	80 points	56.0 points / 80 points
Community Presentation	20 points	
Total Points for Initial Evaluation Criteria	100 points	70.0 points / 100 points

A) Proponent Team (Staffing Approach) (2 points)

TCHC expects that there will be no material changes from the Stage 1 RFVQ. However, in order to support the community economic development and engagement component of Phases 4 and 5, TCHC requires that a team member be assigned to oversee this role.

Proponents are to confirm the staffing approach articulated in the Stage 1 RFVQ and provide the following:

- A detailed organizational chart showing the proposed structure of the proponent's staffing approach. The name, title, and role of all key proposed staff working on this project are to be included in the organizational chart to reflect the full project needs. For any changes in staffing from Stage 1, please provide a brief team member bio and the number of years of experience (minimum 5 years). **(2 points)**

Please be advised that no changes in the proponent's team identified in the submission shall be permitted after the submission deadline without the written consent of TCHC.

Proponents are to provide written notice to TCHC at the earliest opportunity of any proposed changes in the proponent's team. TCHC may, in their discretion reject the proposed changes in the proponent's team if TCHC, in their discretion, consider that the change may have a material adverse impact on the proposal submission. If TCHC determines that the proposed change in the proponent's team is not acceptable, TCHC may, in their discretion, permit the proponent to propose a substitution for the applicable change in the proponent's team.

B) Business Concept (40 points total)

Proponents are required to submit a minimum of two business concepts of which one must be a pure land sale option.

Proponents are asked to describe their proposed business concepts as reflected in each Submission Form C and supported by each pro forma. This information will be used to inform the evaluation of Submission Form C. In preparing their business concepts, Proponents are directed to refer to Appendix A - Assumptions Phases 4 & 5.

Please consider the following in your submission for this section:

- TCHC will consider any and all proposed forms of business concepts. However, TCHC will only consider a land sale option for retail in any of the business concepts proposed.
- For the development of market housing and retail, TCHC will not contribute equity beyond land value, to the proposed business deal.
- Proponents may choose the sequencing of block development.
- As applicable to the business concept proposed, TCHC's expectation is to generate revenues from the sale of land in order to address the cost of replacing all social housing units and the deliverables discussed in Part 2.
- Additional considerations include the timing associated with receiving deposits, land payments, and net returns.

The business concept will be evaluated (40 points) based on the total proceeds to TCHC as follows:

For the pure land sale option, TCHC will evaluate the following, when calculating the total proceeds to TCHC:

- Blended land price for residential;
- Blended land price for retail;
- Development and construction management fees for the rental housing paid to the successful proponent. Proponents must state the development and construction management fee on a per unit basis;
- Any proposed cost shared items; and,
- Individual cash flow payments will be discounted back to present dollars by the prime rate plus 2%.

For any other deal structure, TCHC will evaluate the following, if proposed, when calculating the total proceeds to TCHC:

- Blended land price for residential;
- Blended land price for retail;
- Residential profit to TCHC based on profit split proposed;
- Any proposed cost shared items;
- Development management fees paid to TCHC; Proponents must state the development management fee on a per unit basis;
- Development and construction management fees for the rental housing paid to the successful proponent. Proponents must state the development and construction management fee on a per unit basis;
- Any other compensation proposed to TCHC; and,
- Individual cash flow payments will be discounted back to present dollars by the prime rate plus 2%.

The total proceeds will be scored based on a relative formula. Each proponent will receive a percentage of the forty (40) total possible points allocated for the net proceeds by dividing that proponent's proposed net proceeds by the highest proposed net proceeds. For example, if a proponent proposes a return of \$100 million to TCHC and that is the highest proposed net proceeds, that proponent receives 100% of the possible points ($40/40 = 100\%$). A proponent who proposes net proceeds of \$90 million receives 90% of the possible points for that category ($36/40 = 90\%$), and a proponent who bids \$50 million receives 50% of the possible points for that category ($20/40 = 50\%$).

Pro Forma (Tab 6)

To assist in TCHC's analysis of the business concept, proponents are also asked to submit detailed pro forma for each business concept and a digital live and manipulatable Excel pro forma model for each of the market blocks. To clarify, live Excel pro forma models must include formulas and be unlocked. Pro forma models must also tie directly to the Business Term Summary Sheets. Please include a cash flow schedule by month detailing the timing of payments to TCHC with your development schedule milestones.

For each pro forma provided, please outline your fundamental assumptions on a separate tab labelled, Assumptions. Please refer to Appendix A for some pro forma assumptions. In your live pro forma, please state the Gross Construction Area (GCA), and Net Saleable Area (NSA) assumptions, based on the Gross Floor Area (GFA) assumptions provided in Appendix A. Please also include your assumptions on escalation rates, construction cost per square foot, residential sales price per square foot, residential sales absorption schedule, retail lease rates, retail capitalization rate, and any discount rate applied.

C) Analysis of Risk and Risk Mitigation Strategy (25 points total)

TCHC must ensure that the corporation's exposure to project risk is effectively managed. While risk mitigation is a consideration for TCHC, proponents are encouraged to provide TCHC with innovative ideas and strategies, which not only minimize risk and maximize revenues to TCHC, but help achieve TCHC's goals of building a cohesive mixed-income, mixed-use community.

Financial Risk (10 Points)

In order to evaluate reasonableness of proponent's assumptions, the assumptions will be compared to benchmark ranges in common market databases and cost reports. Proponents are asked to provide background information to justify their assumptions including residential sales comparables and retail lease comparables, and any assumptions on escalation rates applied. Proponents will receive full points if they are able to fully justify their assumptions. Assumptions in this section must correspond to assumptions in your pro forma.

- assumptions about potential residential revenues and absorption rates, retail lease rates, and escalation rates **(5 points)**
- costs of construction, and escalation rates **(5 points)**

Market/Construction Risk (15 Points)

Proponents are asked to identify potential market and construction risks and outline how their proposals will limit TCHC's exposure and also offer creative solutions to achieving the Deliverables.

- Describe the market risks you foresee and how your proposal mitigates against market risk **(5 points)**.
- Describe the construction risks you foresee and how your proposal mitigates against construction risk **(7.5 points)**.
- Describe how your proposal minimizes tenant disruption and the time period tenants are relocated off-site **(2.5 points)**.

D) Marketing and Sales Strategy (3 Points total)

The marketing and sales strategy will be evaluated based upon the experience of the proponent in marketing similar developments and the creativity of their approaches and strategies for Phases 4 & 5.

Please consider the following elements including:

- Promotional strategy, advertising, and sales delivery approach for the market buildings;
- Sales positioning for target market; and,
- Relevant market experience in the context of this sub-market or comparable market.

E) Community Economic Development and Approach to Community Engagement (10 points total)

Toronto Community Housing has a strong interest in generating employment and training opportunities for tenants from its development activities. The proponent is to propose a Community Economic Development plan for hiring and training Toronto Community Housing tenants as part of the development of Phases 4 & 5.

TCHC strives to make a difference in the lives of tenants by advocating for and enabling connections to labour market, business development and skill-building opportunities. As such, it is expected that the following will be considered by proponents: educational scholarships, mentorships, apprenticeships and training opportunities that link tenants' skill development with the needs in the local labour market. The successful proponent is expected to leverage its relationships within its group of companies, consultants, trades, and others, to access available jobs in a range of fields including but not limited to construction, administration, professional, and creative positions.

With the commitment to community economic development proposed in this section, TCHC and the proponent are accountable to tenants for the commitments that are set. In this regard, the proponent will work with TCHC and Regent Park tenants, RPNA, the TCHC Council, and other stakeholders, to monitor and account for the proponent's commitment. The successful proponent will be required to formalize an arrangement with the community and TCHC to monitor community benefits deliverables and outline roles and responsibilities of the successful proponent, TCHC and the community. It is anticipated this arrangement will be formalized within one (1) year after the execution of the Phases 4 & 5 project agreement, and will form part of a plan for community benefits. The plan will be publicly available.

The proponent is to:

- Propose a local employment commitment (dollar value of direct investment). The local employment commitment will be scored based on a relative formula. Each proponent will receive a percentage of the two and a half (2.5) total possible points by dividing that proponent's total commitment amount by the highest commitment amount. For example, if a proponent proposes a total commitment of \$1,000,000 and that is the highest commitment amount, that proponent receives 100% of the possible points (2.5 points= 100%). A proponent who proposes a total commitment amount of \$1,000,000 receives 80% of the possible points for that category (2 points= 80%), and a proponent who proposes a total cost of \$200,000 will receive 20% of the possible points for that category (0.5 points= 20%). Please note these figures are meant to be examples and not suggested amounts. **(2.5 points)**.
- Outline a training and scholarship commitment (dollar value of direct investment and minimum number of training and/or scholarship opportunities). The points will be calculated in the same manner as above. **(2.5 points)**;

In addition to local employment and training, a large part of a revitalization project is community engagement that occurs throughout the entire process. Community engagement facilitates participation in the revitalization process and the connection to programs and services that enhance capacity building and quality of life. As outlined in the Stage 1 RFVQ, the successful proponent will be expected to play a significant role in the continuation of the community engagement process and TCHC would require that an individual be assigned to oversee this role.

The Regent Park community also benefits from the Social Development Plan and the refreshed Social Development Plan. A copy of the Social Development Plan and refreshed Social Development Plan can be found in the Additional Information package described in Section 3.1.2.

The proponent is to provide the following:

- Proponents are to describe how they would engage community members throughout the revitalization process and how they would manage community consultation. Please describe ideas for community engagement topics, techniques, and resources for tenants and other stakeholders, identifying relevant community conversations that could take place during the redevelopment of Phases 4 and 5. This description should include how the proponent would support conversations about elements such as, physical design, retail uses, and the sustainability of the Social Development Plan (commitment to advancing safety, spaces/interaction, and communication). Points will be awarded based on the breath and innovativeness of the proponent's responses for their suggested strategy. **(2.5 points)**
- Proponents are also to propose either a dollar value of direct investment or in kind contribution, such as sponsorship of a community benefits initiative (or a combination), to support the Social Development Plan. Please state the dollar value of the direct investment or in kind contribution. The points will be calculated in the same manner as the local employment commitment above. **(2.5 points)**;

TCHC expects that any direct investment commitments made through either CED contributions, or commitments to the Social Development Plan will allow for flexibility and allocation based upon the need of TCHC and RPNA, TCHC Tenant Council, and other stakeholders.

F) Community Presentation (20 points)

Proponents should refer to Part 6 for further details on the evaluation of the Community Presentation.

5.4 Final Evaluation Criteria

For the BAFO, proponents are required to re-submit the Section 5.3 rated criteria indicating any changes from their original submission, and their related Submission Form C and live pro forma.

The following categories, weightings and descriptions will be used in the final evaluation of rated criteria during Stage III of the evaluation process (Concurrent Negotiations and BAFO), described in Part 4 of this RFP. These criteria will apply only to BAFO proposals submitted by top-ranked proponents invited to participate in Stage III. Each category will be scored in the same manner as prescribed in Section 5.3.

Final Rated Criteria Category	Weighting (Points)	Minimum Threshold
A) Proponent Team	2 points	1 points / 2 points
B) Business Concept	40 points	20 points / 40 points
C) Analysis of Risk and Risk Mitigation Strategy	25 points	12.5 points / 25 points
D) Marketing and Sales Strategy	3 points	1.5 points / 3 points
E) Community Economic Development	10 points	5.0 points / 10 points
Final Rated Criteria Total Points	80 points	56.0 points / 80 points

In order to be invited to Stage IV to negotiate a Memorandum of Understanding, the top-ranked proponent must achieve a score of:

- Not less than a 50% score for each Final Rated Criteria Category ; and,
- At least 70% on the Final Rated Criteria Total Points

[End of Part 5]

PART 6 – COMMUNITY PRESENTATION

6.1 Purpose

The purpose of the Community Presentation is to allow members of the Regent Park community to hear directly from the shortlisted proponents and score the proponents based on their presentation and their response to a series of previously vetted questions. All proponents will present on the same day.

6.2 Revitalization Working Group

In order to support the community presentation, TCHC has established the Revitalization Working Group, whose membership consists of an equal mix of market residents and TCHC tenants. With support from TCHC staff, the Revitalization Working Group will be soliciting questions from the broader Regent Park community about Phases 4 & 5 of the revitalization and the proponent's proposal (with respect to the vision, the Guiding Principles, community engagement and community economic development). The final series of questions will be vetted by TCHC and the Fairness Commissioner and shared with the shortlisted proponents a minimum of two weeks prior to the presentation. All proponents will be asked the same questions.

6.3 Community Presentation Structure

Proponents will present the vision statement, commitment to the twelve guiding principles of the revitalization and the community engagement strategy they proposed in the Stage 1 RFVQ and community economic development proposal that they articulate in the Stage 2 RFP.

Each presentation will be fifty (50) minutes in length, with a maximum of twenty (20) minutes for a presentation on the bid submission. The presentation will be evaluated by the residents of Regent Park out of a possible total of 20 points.

Specifically, the community presentation session will consist of the following components:

- Up to a five (5) minute introduction, which will not be rated by the community, outlining the following:
 - Firm(s) description
 - Development experience including examples of two completed projects
- A fifteen (15) minute presentation focused on the following elements of the proponent's proposal, which will be rated by the community.
 - Vision
 - Community Engagement Strategy
 - Community Economic Development Plan
 - Vetted Questions
- A fifteen (15) minute question and answer period using the vetted questions from the community.
- Community members will be provided with time to rate the presentation and hand in their rating forms after each presentation.

The Community Presentation will be chaired by TCHC staff and will be monitored by a Fairness Commissioner. A maximum of four (4) representatives from the proponent may participate in the presentation. The content and material provided in the presentation is restricted to the information provided in the proponent's Stage 1 RFVQ submission and Stage 2 RFP submission.

6.4 Evaluation of Proponent's Presentation (20 Points total)

Attendees of the community presentation will rate the proponents' presentations out of a maximum of twenty (20) points based on the following criteria. A Fairness Commissioner will attend the community presentation to ensure that the process is, and is seen to be unbiased.

ITEM	TOPIC	
1	Vision	
	<p><i>Direction to proponents:</i></p> <p>Describe how you would support the Vision as established by the Regent Park Community.</p> <p>Visual material may be used.</p>	<p><i>Question for the Community:</i></p> <p>Please rate how well the developer supported the community's vision for the revitalization?</p> <p>1 – Poor 2 – Fair 3 – Good 4 – Very Good 5 – Excellent</p>
2	Community Engagement	
	<p><i>Direction to proponents:</i></p> <p>Describe how residents will be involved in the community decision making processes.</p>	<p><i>Question for the Community:</i></p> <p>Please rate the developer's approach to engaging with the community?</p> <p>1 – Poor 2 – Fair 3 – Good 4 – Very Good 5 – Excellent</p>
3	Community Economic Development	
	<p><i>Direction to proponents:</i></p> <p>Describe the key elements of your Community Economic Development model</p>	<p><i>Question for the Community:</i></p> <p>Please rate the developer's approach to Community Economic Development?</p> <p>1 – Poor 2 – Fair 3 – Good 4 – Very Good 5 – Excellent</p>

	Response to Questions	
4	<p><i>Direction to proponents:</i></p> <p>Prepare responses to questions from the community. Questions will be provided to you two weeks prior to the community presentation.</p>	<p><i>Question for the Community:</i></p> <p>Overall, how well did the developer answer all of the community's questions?</p> <p>1 – Poor 2 – Fair 3 – Good 4 – Very Good 5 – Excellent</p>
	Maximum Points Available	20

[End of Part 6]

PART 7 – TERMS AND CONDITIONS OF THE RFP PROCESS

7.1 General Information and Instructions

7.1.1 Proponents to Follow Instructions

Proponents shall structure their proposals as instructed in this RFP. Where information is requested in the RFP, any response made in a proposal should refer to the section number(s) of the RFP where the request was made.

7.1.2 Proposals in English

All proposals shall be in English only.

7.1.3 No Representations

TCHC does not make any representations or warranties, express or implied, in fact or in law, with respect to the accuracy or completeness of any data, materials or other information that it has provided or will provide to proponents in writing or orally in connection with this RFP process (collectively, “**RFP Information**”). Neither TCHC nor its representatives shall be liable for any claim, action, cost, loss, damage or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in the RFP Information.

7.1.4 Proponents Shall Bear Their Own Costs

Each proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

7.2 Communication after Issuance of RFP

7.2.1 Proponents to Review RFP

Each proponent represents and warrants that it has carefully examined this RFP and has a clear and comprehensive knowledge of the Deliverables.

It is the responsibility of the proponent to seek clarification from the TCHC Contact on any matter it considers to be unclear. If a proponent believes that any element of the RFP is unclear or ambiguous, the proponent shall:

- (a) report any errors, omissions or ambiguities to TCHC Contact; and
- (b) direct questions or seek additional information only to the TCHC Contact by email, on or before the Deadline for Questions. All questions submitted by proponents by email to the TCHC Contact shall be deemed to be received once the email has appeared in the TCHC Contact's email inbox. No questions are to be directed to anyone other than the TCHC Contact.

TCHC may respond to proponents' inquiries by issuing addenda, each of which shall form part of this RFP. The onus remains on each proponent to make any necessary amendments to its proposal to reflect the terms of any addenda issued by TCHC.

TCHC is under no obligation to provide answers or additional information, by way of addenda or otherwise. TCHC shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP process.

7.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by addenda in accordance with this section. If TCHC, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. All addenda form an integral part of the RFP.

Addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by TCHC. Each proponent shall acknowledge receipt of all addenda by indicating, in the table at the end of Submission Form A, the total number of addenda that have been issued by TCHC in connection with this RFP. Failure to incorporate all addenda in the bid submission may result in the rejection of the proposal, at the sole discretion of TCHC.

7.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the deadline for issuing addenda, TCHC may at its discretion extend the Submission Deadline as required.

7.2.4 Verify, Clarify and Supplement

When evaluating responses, TCHC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proposal. TCHC may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

7.2.5 No Incorporation by Reference

The entire contents of each proposal shall be submitted in a fixed form. The contents of websites or other external documents merely referred to in a proposal will **not** be considered to form part of its proposal.

7.2.6 Proposal to Be Retained by TCHC

TCHC will not return the proposal or any accompanying documentation submitted by a proponent.

7.2.7 Resolution of a Tie

In the event of a tie, the successful proponent will be the proponent selected by way of coin toss, witnessed by the Fairness Commissioner and two TCHC senior staff.

7.3 Notification and Debriefing

7.3.1 Notification

Once an agreement is executed by TCHC and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

7.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the TCHC Contact and must be made within sixty (60) days of such notification.

7.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice within sixty (60) days of notification of award to the TCHC Contact in accordance with TCHC's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

7.4 Conflict of Interest and Prohibited Conduct

7.4.1 Conflict of Interest

TCHC in its sole discretion may disqualify a proponent for any conduct, situation or circumstances which constitutes or potentially constitutes a conflict of interest.

7.4.2 Prohibited Proponent Communications

The proponent shall not engage in any communications with TCHC other than the TCHC Contact and should take note of the conflict of interest declaration set out in the Submission Form A.

7.4.3 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any agreement awarded pursuant to the RFP without first obtaining the written permission of the TCHC Contact.

7.4.4 No Lobbying

A proponent may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved proponent(s). Further, no such person shall attempt to communicate in relation to the RFP or its proposal, directly or indirectly, with any director, officer, employee or other representative of TCHC or of the City of Toronto, except as expressly directed or permitted by the RFP. Any unauthorized communications will be cause for the disqualification of the proponent's proposal.

7.4.5 Illegal or Unethical Conduct

Proponents shall not engage in any illegal or unethical bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents that are in any way affiliated with another proponent seeking to submit a proposal must disclose such affiliations, including ownership, management or contractual agreements in Submission Form A (Conflict of Interest). TCHC, in its sole discretion, may prohibit affiliated proponents from submitting proposals for the same RFP or otherwise accepting their proposals.

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

Any lobbying or unethical conduct, including inappropriate communications, offers of gifts to TCHC employees, officers or board members, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process, is strictly prohibited. Conduct of this nature will be cause for the immediate disqualification of the proponent's proposal.

7.5 Confidential Information

7.5.1 Confidential Information of TCHC

All information provided by or obtained from TCHC in any form in connection with the RFP either before or after the issuance of the RFP:

- (a) is the sole property of TCHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent contract;
- (c) must not be disclosed without prior written authorization from TCHC; and
- (d) shall be returned by the proponents to TCHC immediately upon the request of TCHC.

7.5.2 Confidential Information of Proponent

Each proponent must identify any information in its proposal or any accompanying documentation supplied in confidence, for which confidentiality is to be maintained by TCHC. The confidentiality of such information will be maintained by TCHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that TCHC is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and thus may be required to disclose the name and price of the winning proponent through a Freedom of Information request. Furthermore, proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to TCHC's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions shall be submitted to the TCHC Contact.

7.6 Procurement Process Non-binding

7.6.1 No "Contract A" and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) the RFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor TCHC shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

7.6.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective proponents for the purposes of negotiating an agreement. No legal relationship or obligation regarding the procurement of any good or service shall be created between any proponent and TCHC by the RFP process until the agreement is executed by TCHC and a proponent.

7.6.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of an agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete

information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or agreement award.

7.6.4 Disqualification for Misrepresentation

TCHC may disqualify a proponent or rescind an agreement entered into with a proponent, if the proponent's proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

7.6.5 References

TCHC's evaluation of each proponent may take into account the proponent's references, and the proponent's past performance on previous contracts with TCHC, or other TCHC affiliates or social housing providers.

7.6.6 Cancellation

TCHC may cancel or amend the RFP process without liability at any time.

7.7 Governing Law and Interpretation

The terms and conditions in this Part 7 are:

- (a) included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada.

[End of Part 7]

PART 8 – MATERIAL DISCLOSURES

8.1 Memorandum of Understanding and Final Contracts

As part of the RFP contract negotiation process, TCHC and the proponent selected for negotiations are expected to negotiate and agree on a Memorandum of Understanding for the Deliverables consisting of fundamental business and legal terms, which will be presented to the TCHC Board of Directors for approval. The Memorandum of Understanding will be used as the basis for the final contracts for the Deliverables, if the terms are agreed to by the TCHC Board of Directors.

TCHC's intention is that the terms of the MOU include that the parties must finalize the contracts for the Deliverables within twelve (12) months of the MOU receiving approval by the TCHC Board of Directors.

8.2 Insurance Coverage Requirements

The final contracts for the Deliverables will include insurance requirements to be satisfied by the successful proponent at its own expense with coverage types and limits that are reflective of accepted industry practices for projects of a similar scale, character and value.

8.3 Workplace Safety and Insurance Board (WSIB)

Upon award of the agreement, it is the responsibility of the successful proponent to ensure TCHC is provided a valid Certificate of Clearance from the WSIB or valid independent operator number including proof of personal coverage as identified below:

8.3.1 WSIB Clearance Certificate

Upon award of the agreement, the successful proponent agrees to maintain its WSIB account in good standing throughout the term of the agreement. TCHC will require the successful proponent to produce a valid Clearance Certificate from WSIB upon expiration during the term of the agreement and prior to any payment under the agreement. If the successful proponent does not produce confirmation pursuant to this section as applicable, TCHC in its own discretion may terminate the agreement immediately.

8.4 Requirement for Unionized Labour

Any part of the Deliverables that is the work of union members represented by the union Locals under the provisions of any collective agreements by which TCHC is bound, shall in each such case be performed only by an employer also bound by such agreement. Without limiting the generality of the foregoing, such collective agreements include:

- a) where applicable, the current collective agreements covering the residential sector of the construction industry in the geographical area in which the Deliverables site is located, between:
 - (i) The Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, where it applies to the residential sector;
 - (ii) The Residential Agreement between the Greater Toronto Electrical Contractors Association and the International Brotherhood of Electrical Workers, Local 353;

- (iii) The High Rise Residential Agreement between the Metropolitan Plumbing and Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 46;
 - (iv) The Low Rise Residential Agreement between the Independent Plumbing & Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 46;
 - (v) The collective agreement between TCHC and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America;
- b) where applicable, the current collective agreements covering other sectors of the construction industry, including the industrial commercial and institutional sector, in the geographical area in which the Deliverables site is located, between:
 - (i) The Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario;
 - (ii) The provincial agreement between the Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council;
 - (iii) The provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' Employee Bargaining Agency;
 - (iv) The collective agreement between TCHC and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America;
 - (v) The provincial agreement between the International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and the Masonry Industry Employers Council of Ontario.
- c) Section 8.4 shall apply to each subcontractor with all necessary changes. The successful proponent shall include the provisions of section 8.4, with all necessary changes, in each of its contracts with subcontractors for any part of the Deliverables.
- d) The successful proponent shall indemnify and save harmless TCHC from and against all loss, cost, claim, expense or damage suffered by TCHC arising from the failure of the Contractor or any subcontractor to comply with the requirements of section 8.4.

8.5 Proponents Responsible for Obtaining Independent Legal Advice

TCHC cannot answer any questions pertaining to the successful proponent's obligations under TCHC's collective agreements. We are unable to provide legal guidance concerning a proponent's legal liability or answer any questions regarding whether union labour will be required in the provision of the Deliverables. TCHC encourages all proponents to secure independent legal advice based on the specifics of the Collective Agreements, the Proponent's business, and the exact Deliverables to be provided under the RFP.

Copies of the Collective Agreements will be made available upon request. Please submit the request to the TCHC Contact listed in the RFP Timetable.

8.6 Accessibility for Ontarians with Disabilities Act, 2005 ("AODA")

TCHC provides equal treatment to people who require accessibility accommodations. Proponents must strictly comply with the all applicable accessibility standards required by the *AODA* and its regulations while carrying out their obligations under any agreement

entered into with TCHC. Failure to comply with the AODA may result in the immediate termination of any agreement.

In addition to the AODA, TCHC maintains its own standards for accessibility. The draft standards are included in Report 2 (Build STDS 2017) in Appendix E.

8.7 Performance Reviews

The Deliverables to be provided by the successful proponent will be subject to periodic review by TCHC to ensure that the Deliverables as are performed in accordance with the contracted specifications and TCHC's policies. Performance records may be maintained on file and shall be considered in future procurement decisions. Poor performance may result in suspension from participation in TCHC bids and projects in accordance with TCHC's Vendor Disqualification Protocol.

8.8 No Guarantee of Volume of Work or Exclusivity of Contract

TCHC does not guarantee the value or volume of work to be assigned to the successful proponent. The agreement will not be an exclusive contract for the provision of the described Deliverables. TCHC may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

[End of Part 8]

SUBMISSION FORM A – PROPONENT ACKNOWLEDGEMENTS

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
RFP Contact Person and Title:	
RFP Contact Office Phone:	
RFP Contact Cell Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

Proponent must review and acknowledge agreement of the clauses below, and must complete all indicated items and include in their submission:

2. Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until TCHC and the successful proponent have executed a written agreement.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP and as set out in the Business Term Summary Sheet.

4. Non-binding Price Estimates

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Business Term Summary Sheet set out in Submission Form C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent must download, read and accept and incorporate all addenda issued by TCHC prior to the Deadline for Issuing Addenda into their submission. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent must confirm that it has received all addenda.

6. Policies

The Proponent hereby confirms that it has read, understood and agrees to comply with the policies, practices and statements found on TCHC's website at the following link: www.torontohousing.ca/doing-business/procurement-opportunities/vendor/Pages/Policies-and-Procedures.aspx, including but not limited to the following;

- Human Rights, Harassment and Fair Access Policy
- Vendor Code of Conduct
- Fair Wage Policy
- Procurement Policy
- Health and Safety Policy Statement

7. Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited under Section 7.4 Conflict of Interest and Prohibited Conduct of this RFP.

8. 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 where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by TCHC to TCHC's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

9. Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” means

- (a) in relation to the RFP process, the proponent 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, confidential information of TCHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- (b) in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (c) has a fiduciary, family, directorship, shareholder or any other non-arm's length relationship with any other company potentially bidding on this RFP.
- (d) has engaged any ex-TCHC employee as employees, advisers, or in any other capacity and (a) who have participated in the preparation of the proposal; **AND** (b) were employees of TCHC and have ceased that employment within twelve (12) months prior to the Submission Deadline:

9.1 Conflict of Interest Declaration

If the proponent needs to declare an actual or potential Conflict of Interest, the proponent must set out details of the actual or potential Conflict of Interest below. If the box below is left blank, the proponent will be deemed to declare that (i) there was no Conflict of Interest relating to the preparation of its proposal; and (ii) the proponent does not foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Conflict type as described above	Describe nature of conflict of interest

Provide additional details on a separate piece of paper if required.

9.2 Conflict of Interest Declaration – TCHC Staff

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of TCHC and have ceased that employment within the twelve (12) months prior to the Submission Deadline:

Name of Individual:	
---------------------	--

Job Title:	
Department:	
Last Date of Employment with TCHC:	
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:	

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide TCHC with additional information with regards to each individual identified above in the form prescribed by TCHC.

10. Confirmations

I hereby confirm reading, acknowledging and agreeing to the above items 2 to 9 in Submission Form A. ☐ Yes ☐ No

I confirm that that any real or possible conflicts of interest as outlined in item 10 have been disclosed in the form above. ☐ Yes ☐ No

I confirm that the proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, is not a party to any current litigation, or anticipated litigation, with TCHC or its subsidiaries. ☐ Yes ☐ No

I confirm the pricing listed in Submission Form C for the work listed in the Deliverables is for the complete work, in accordance with applicable RFP requirements and include all overhead and profit mark-up. ☐ Yes ☐ No

I confirm that each of the Forms listed below has been reviewed and/or completed (as indicated) and is enclosed with the submission.

FORM	INITIAL TO ACKNOWLEDGE
# of Addenda Received = _____ (specify number)	
Submission Form A – Proponent Acknowledgement (completed)	
Submission Form B – Bank Reference Letter (completed)	
Submission Form C – Business Term Summary Sheet (completed)	
Appendix A –Assumptions Phases 4 & 5 (reviewed)	
Appendix B – Site Plan (reviewed)	
Appendix C – Phasing Plan (reviewed)	
Appendix D – TECA & TESA Rates (reviewed)	
Appendix E – Draft TCHC Design Specifications (reviewed)	
Appendix F – Phase 1 Environmental Site Assessment (reviewed)	

Appendix G – Financial Reporting Requirements (reviewed)	
Appendix H – Site-Specific Health and Safety Plan (reviewed)	

I confirm that I have authority to bind the proponent, and attest to the accuracy of the information provided in this proposal

Signature of Proponent Representative	Proponent Name, and Title
Dated:	Name of Proponent Company
Witness Signature	Witness Name, and Title

Executed under the seal shown below, with the intent that such execution take effect as a deed.



SUBMISSION FORM B – BANK REFERENCE LETTER

[Date]

Confidential

Strategic Procurement
Toronto Community Housing
35 Carl hall Road, Unit # 1
Toronto, Ontario, Canada
M3K 2B6
Attention: Ramie Younan

Dear Sirs:

Re: Banking Reference letter

We are pleased to confirm that [Firm] has been a client of the [Bank's Name] since [Year].

The banking operations of this company have always operated in an entirely satisfactory manner. [Firm] has proven record of quality construction and is an astute developer of real estate assets.

[Firm] together with various partners, currently has authorized financing facilities of over [Amount] which support current investment projects.

[Bank's Name] is pleased to be associated with [Firm] and stands ready to consider other future financing proposals.

Sincerely,

[Bank's Name]

[Signatures]

SUBMISSION FORM C – BUSINESS TERMS SUMMARY SHEET (TAB 5)

Business Terms Summary Sheet

Proponents may not modify the text in this form.

Proponents are required to submit a minimum of two Business Concepts of which one must be a pure land sale option.

Please use one Summary Sheet per deal structure. Completely fill out only those sections that are applicable to that particular deal structure.

*Live pro forma models must tie directly to proposals in the Business Term Summary Sheet.

1. Deal Structure

What is the basic deal structure(s)
(joint venture, construction management, land purchase, any land exchange or assembly, etc.)?

2. TCHC Revenue

2. a) Residential Land Price

Residential Blended Land price
(total and per square foot of GFA)

For Market Blocks (2, 5, 7, 10)

Blended Land Price Per square foot of GFA:

Block	Estimated Construction Start (Month/Year)	GFA (SF) (A)	Blended Land Price* (PSF) (B)	Total Land Value (A x B)
2		141,438		
5		297,808		
7		297,808		
10		475,244		
Total				

	<p>*Must be the same blended land price (PSF) for all cells for (B) above</p> <p>Unblended land value per square foot for market blocks to arrive at blended price per square foot above*:</p> <table border="1"> <tr> <th>Block</th> <th>Unblended Land Price (PSF)</th> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>5</td> <td></td> </tr> <tr> <td>7</td> <td></td> </tr> <tr> <td>10</td> <td></td> </tr> </table> <p>*This is for information only, not for evaluation purposes.</p>	Block	Unblended Land Price (PSF)	2		5		7		10	
Block	Unblended Land Price (PSF)										
2											
5											
7											
10											

<p>Structure of payments to TCHC for land (*Pro forma must indicate payment timelines)</p>	<p>What is your structure for payment to TCHC, including deposits, VTB mortgage amounts, and the interest rate on your VTB mortgages?</p>
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2. b) Residential Profit

<p>Residential Profit split</p>	Block	Profit Split (%)	Profit Split (\$)
	Proponent		
	TCHC		

<p>Expected total profit per square foot of GFA and per unit (*Pro forma must indicate payment timelines)</p>	Block Number	Total Profit (\$)	Profit (PSF)	Profit (per Unit)	Timing of Condo Registration
	Total				

<p>Structure of payments to TCHC for land (*Pro forma must indicate payment timelines)</p>	<p>What is your structure for profit payments, and any other compensation to TCHC?</p>
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2. c) Development Management Fee (as applicable to Business Concept)

What is the development management fee paid to TCHC for the Market housing? (*Pro forma must indicate payment timelines)

Current Price/Unit:

2. d) Retail/Commercial**Deal Structure (Retail/Commercial)**

Land Sale

Retail/Commercial total price and per square foot of GFA (if applicable to deal structure)

Blended Land Price Per square foot of GFA:

Block	GFA (SF)	Blended Retail Land Price* (PSF)	Total Retail Land Value
	(A)	(B)	(A x B)
2	10,010		
5	7,750		
7	7,750		
10	11,786		
Total			

*Must be the same blended land price (PSF) for all cells for (B) above

Unblended land value per square foot for market blocks to arrive at blended price per square foot above*:

Block	Unblended Retail Land Price (PSF)
2	
5	
7	
10	

*This is for information only, not for evaluation purposes.

Structure of payment to TCHC for land for retail/commercial (*Pro forma must indicate payment timelines)

Please describe your structure for payment to TCHC, including deposits, VTB mortgage amounts, and the interest rate on your VTB mortgages?

3. Fees Paid to Successful Proponent

3. a) Development Management Fee

What is the development management fee for the development of TCHC replacement social housing? (*Pro forma must indicate payment timelines)

Current Price/Unit:

3. b) Construction Management Fee

What is the construction management fee for the development of TCHC replacement social housing? (*Pro forma must indicate payment timelines)

Current Price/Unit:

What is the construction management fee for demolition and site servicing? (*Pro forma must indicate payment timelines)

Percentage of construction value:

4. Cost Sharing

Cost Share Split –Demolition
(*Pro forma must indicate payment timelines)

Party	Cost Share Split (%)	Cost Share Split (\$)
Proponent		
TCHC		

Cost Share Split -Roads and Infrastructure
(*Pro forma must indicate payment timelines)

Party	Cost Share Split (%)	Cost Share Split (\$)
Proponent		
TCHC		

Cost Share Split –Planning Costs, Subdivision, Consultants
(*Pro forma must indicate payment timelines)

Party	Cost Share Split (%)	Cost Share Split (\$)
Proponent		
TCHC		

APPENDIX A – ASSUMPTIONS PHASES 4 & 5

TCHC has committed to a number of obligations with respect to the completion of the revitalization of Regent Park. Fundamentally, TCHC is committed to replacing the remaining replacement social housing units in Phases 4 and 5. In addition to these replacement social housing units, the Master Plan contemplates the construction of six new public streets and the required infrastructure to support the development of all the new units in Regent Park. Throughout the revitalization, TCHC must also consider additional costs, which include community engagement and the relocation of existing tenants.

- **TCHC Replacement Social Housing Buildings:** It is a project requirement that TCHC rental buildings containing the replacement units are spread throughout the development and are provided in both apartment and grade-related building forms. It is also a requirement of the project that the rental and market product is indistinguishable in both design quality and built form. TCHC has established that the cost per unit of replacement social housing is approximately **\$330,000**. Table 1 illustrates TCHC's assumptions with respect to the replacement social housing.

Table 1: TCHC Replacement Social Housing

Block	TCHC Buildings - Type	TCHC Buildings – new GFA (f ²)	TCHC Buildings – new GFA (m ²)
2 (1,372 m ²)	TCHC Rental 8 townhouses	13,918 f ²	1,293 m ²
4 (8,164 m ²)	TCHC Rental 10-storey mid-rise 99 units	129,863 f ² 8,129 f ² of retail space	12,065 m ² 755 m ² of retail space
	TCHC Rental 18 townhouses	32,150 f ²	2,987 m ²
	TCHC Rental 13-storey mid-rise with at-grade townhouses 122 units	178,917 f ²	16,622 m ²
6 (6,665 m ²)	TCHC Rental 4-storey mid-rise 22 units	42,643 f ²	3,962 m ²
	TCHC Rental 6-storey mid-rise 34 units	63,977 f ²	5,944 m ²
	TCHC Rental 24 townhouses	41,376 f ²	3,844 m ²

8 (9,573 m ²)	TCHC Rental 6 storey mid-rise 68 units	100,007 f ²	9,291 m ²
	TCHC Rental 10-storey mid-rise with townhouses at grade 157 units	216,077 f ²	20,074 m ²
	TCHC Rental 12 townhouses	22,110 f ²	2,054 m ²

- **Market Housing:** Please use the following assumptions to form the basis of your business concept proposal.

Table 2: Market Housing

Block	Buildings - Type	Buildings – new GFA (f ²)	TCHC Buildings – new GFA (m ²)
2 (4,095 m ²)	Market 10-storey mid-rise 146 units	130,416 f ²	12,116 m ²
	Market 9 townhouses	11,022 f ²	1,024 m ²
5 (6,628 m ²)	Market 4-storey mid-rise 39 units	42,643 f ²	3,962 m ²
	Market 18 townhouses	31,020 f ²	2,882 m ²
	Market High-rise with 22 storey tower and 6 storey podium 272 units	224,145 f ²	20,824 m ²
7 (6,661 m ²)	Market 4-storey mid-rise 39 units	42,643 f ²	3,962 m ²
	Market 18 townhouses	31,020 f ²	2,882 m ²
	Market High-rise with 22 storey tower and 6 storey podium 272 units	224,145 f ²	20,824 m ²

10 (9,438 m ²)	Market 6-storey mid-rise 100 units	92,338 f ²	8,578 m ²
	Market 25-storey tower with 6-storey podium 428 units	360,796 f ²	33,519 m ²
	Market 12 townhouses	22,110 f ²	2,054 m ²

- **Retail:** Please use the following assumptions to form the basis of your business concept proposal.

Table 3: Retail

Block	new GFA (f ²)	new GFA (m ²)
2	10,010	930
5	7,750	720
7	7,750	720
10	11,786	1,095

- **TCHC Grade-Related Social Housing:** Of the replacement social housing units, 160 must be 3, 4 or 5-bedroom units and 105 of these must be grade-related. The site plan in Appendix B assumes that all TCHC standalone townhouse blocks are comprised of 4 and 5 bedroom units. Table 4 provides a summary of these obligations.
- **TCHC Minimum Unit Size:** Though TCHC rental replacement units are not held to the minimum unit size requirements in the City of Toronto's *Growing Up Guidelines*, TCHC welcomes the inclusion of in-suite storage and increased amenity areas in replacement social housing buildings. Replacement social housing Table 5 provides a breakdown of minimum unit sizes for replacement units in Phases 4 and 5. Replacement social housing is to be constructed per TCHC's standards and specifications. As outlined in Appendix E, all bedrooms must be no less than eight (8) square metres in size.
- **Underground Parking:** Site-specific Zoning By-laws 141-2005 and 275-2014 contain the minimum required parking for both TCHC buildings and market buildings. Parking for TCHC townhomes is to be provided in adjacent TCHC buildings at the appropriate ratio.
- **Infrastructure and Roads:** Based on the current cost to construct infrastructure and roads in Regent Park, TCHC anticipates that the cost of constructing the public streets, infrastructure (water, sewage, storm water) and boulevards in Phases 4 & 5 will be approximately **\$8,500/linear metre**.

Table 4: Infrastructure and Roads

Block	Roads (linear m.)
2	120.4 m
4	120.1 m
5	120.4 m
6	120.6 m
7	120.8 m
8	120.0 m

- **Demolition:** Based on costs incurred for Phase 3, TCHC has assumed that the cost of demolition is approximately **\$100/m²**. The total existing building area for Phases 4 & 5 is about 56,000m²
- **Soil Removal and Remediation:** For the land sale option, Proponents shall assume TCHC will provide clean land. For any other deal structure proposed, Proponents shall assume no disposal fees for contaminated soils. See Appendix F for the Phase 1 environmental report.
- **Internal Costs:** Costs such as relocation, community engagement and reimbursements for certain resident expenses are costs incurred by TCHC that are not associated with a typical development. TCHC assumes a relocation cost of **\$3,000/household** for relocation and an engagement budget of **\$1,500/household**.
- **Community Space:** TCHC is required to reserve 1,000 square metres overall of additional space that could be used for recreational uses on the first floor of future buildings if capital funds from the City of Toronto are available. As part of Phases 4 & 5 TCHC has committed to releasing a Request for Expressions of Interest (RFEOI) for the development of an additional community space in one of TCHC's replacement social housing buildings. The costs of potential community space are not to be factored into the pro forma – any discussion of this requirement will be had with the City of Toronto as part of the release of the Holding symbol for Phases 4 & 5.
- **Library:** In addition to its commitment to release an RFEOI for a possible community use, TCHC is in conversation with the Toronto Public Library for the relocation of the Dundas and Parliament Library to a site in Phase 4 or 5. This will be a City-funded project. Proponents should note that any shift in residential density as a result of library development will be explored with the successful proponent and City Planning staff.