



Request for Proposals

RFP 2024-40

District of Nipissing Social Services Administration Board
Modular Housing Project Management

Date issued:

23-August-2024

Question Deadline:

06-September-2024

Closing Date and Time:

20-September-2024



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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (RFP) is an invitation by the **District of Nipissing Social Services Administration Board (DNSSAB)** to prospective Proponents to submit a Proposal for Modular Housing as further described in [Part 2 – The Scope/Deliverables \(the “Scope”\)](#).

The DNSSAB, in conjunction with the Nipissing District Housing Corporation (NDHC) is taking action to create additional supportive housing as a result of people experiencing homelessness, and the lack of supply of social and supportive housing by using modular housing. Modular housing, which is prefabricated housing built in a factory and then transported to the site where it is placed or assembled and is considered a faster construction option than conventional construction methods. As showcased in many jurisdictions in Canada, modular housing provides an opportunity to respond rapidly to the district’s urgent housing and homelessness situation.

As a result, DNSSAB / NDHC is requesting Proposals from Proponents who are both interested and capable of providing Project Management with respect to Modular Housing building projects. Housing, procured from a Modular Provider may be in the form of one-bedroom stand-alone units, two-bedroom stand-alone units, three-bedroom stand-alone units, or Modular Building(s). The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Proposal (RFP). The purpose of this RFP is to enable DNSSAB / NDHC to identify the best qualified Proponent or Proponents whose Proposal represents the best value to and best fit with the organization.

DNSSAB understands that different resources may be required for the various potential builds.

1.2 Organizational Background

The DNSSAB is incorporated under Ontario’s District Social Services Administration Boards Act. The DNSSAB has the mandate under this Act to manage the delivery of Social Services - social assistance (Ontario Works), early years programming and childcare, social housing & homelessness services, and emergency medical services (land ambulance) on behalf of the eleven (11) municipalities and residents of unincorporated territories in the District of Nipissing.

The Nipissing District Housing Corporation manages over 896 rent-g geared-to-income and market rental units within the District of Nipissing. Its mandate is to provide safe and affordable housing to those who need it the most, as well as support healthy, secure communities for its tenants. DNSSAB is the Corporation’s sole shareholder as well as the Service Manager. In this role, the DNSSAB provides the local housing corporation with sufficient funding to maintain the housing stock in good condition and make it available to eligible households.

The District of Nipissing covers 17,000 square kilometers and is comprised of approximately 86,000 residents. A Map and District breakdown can be found in [Appendix A](#).

1.3 General Acceptance

Submission of a Proposal indicates acceptance by the respondent of all the conditions contained in this RFP, including [Appendix F – Terms & Conditions of RFP](#), unless clearly and specifically noted in the Proposal submitted and further confirmed in a formal Contract between the DNSSAB / NDHC and the Proponent. Deviations from the RFP must be clearly identified in the written submission.



Proposals are subject to a formal Memorandum of Understanding and/or Contract being negotiated, prepared and executed. The DNSSAB reserves the right to negotiate the terms and conditions of the Contract.

1.4 RFP Contact

For the purposes of this procurement process, the Procurement Representative shall be:

Chris Cairns, MBA
Procurement Representative
Contract and Purchasing Specialist
District of Nipissing Social Services Administration Board
Email: dnssab.contracts@dnssab.ca

1.5 No Guarantee of Volume of Work or Exclusivity of Contract

The DNSSAB / NDHC make no representation, warranty, or guarantee regarding the accuracy of the information contained in this RFP. The Proponent is responsible for obtaining all the information necessary to prepare a Proposal.

The DNSSAB / NDHC make no guarantee as to the value or the volume of the Scope/Deliverables. Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and conclusions concerning the matters addressed in this RFP.

Any future contract entered with the selected Proponent will be non-exclusive as DNSSAB will retain the right to hire another, or take the work internally, if it so needed to, without penalty or liability to the successful proponent.

1.6 Canadian Free Trade Agreement (CFTA)

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

1.7 Follow Instructions

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the appropriate sections, section numbers and titles within this RFP.

PART 2 – THE SCOPE / DELIVERABLES

2.1 Project Description

The District of Nipissing Social Services Administration Board is seeking to engage a qualified, knowledgeable, and skilled Proponent to provide DNSSAB / NDHC with Project Management services for near turn-key modular housing for the municipal and remote communities it services, as required for the term of the Project(s).

2.2 Current Need

The current need is for the modular units to be either 1-bedroom stand alone units, 2-bedroom stand-alone units, 3-bedroom stand-alone units, or multi-unit modular buildings in order to assist and provide accommodation to individuals and families in need of social, community driven housing. The Successful Proponent(s) will provide the following:

- All site infrastructure and preparation.
- Zoning requirements, compliance with city and municipal by-laws, licensing, permits as applicable.
- Work with Modular Provider throughout the project.
- Accept delivery of the build from Modular Provider upon completion.
- Prepare site / units / buildings from assembly to full turn-key status potentially including but not limited to, foundation work, paint, panelling, appliances, furniture, landscaping, paving, laying gravel, plowing.
- Finalize all utility hookups.
- Water Services, and may involve septic tanks and wells in more remote locations.

2.3 General Responsibilities

Based on the above deliverables, the following is the suggested scope of work for project management services:

- Work with DNSSAB to define the requirements of the project (Modular Housing), including scope, quality, overall budget and schedule of work.
- Assign a Designated Project Manager to be the main contact.
- Establish protocol for all communications throughout the project.
- Visit proposed site, review and record existing site conditions.
- Advise DNSSAB as to the suitability of the site conditions (as required).
- Advise and assist DNSSAB in respect of the approval process with any statutory authorities – local, Provincial and National.
- Advise and assist with procurement of required permits and ensure all required permits are obtained
- Pre-qualify, recommend, and negotiate contracts with sub-vendors as required.
- Manage the design for conformity with the agreed project requirements and budget and administer design changes. Ensure compliance with sub-vendor contracts.
- Identify to DNSSAB the impact (time, quality, cost) of proposed changes, so that DNSSAB may make well-informed decisions whether or not to proceed with proposed changes. Provide guidance and expert opinion to the DNSSAB as required throughout the project, including impacts to time, quality, cost?
- Arrange, expedite and coordinate the procurement, and quality control of all required materials, equipment and services outside of the provision of the Modular Unit or Building.

- Manage implementation for conformity with the approved design, including but not limited to detailed scheduling and coordination, management of inspection, administration of construction changes, completion certificates, management of deficiency and warranty work, and record documentation.
- Provide an on-site presence during all phases of work.
- Conduct “walk through” and issue a final deficiency report after each phase.
- Ensure appropriate health and safety measures are taken by all contractors, subcontractors, inspectors, and other visitors to the work site, including representatives of the Project Manager

2.4 Design and Project Expectations

DNSSAB/NDHC prefers a Vendor who can:

- Work with DNSSAB/NDHC staff during business case development (i.e., review all associated existing studies, reports and documentation) and help identify and define scope, schedule, budget, barriers, and legislative/regulatory requirements for an anticipated Project(s).
- Provide detailed work plans with estimates as to a schedule, costs (by individual task and staffing breakdowns), and anticipated risks.
- Review designs and drawings, detailed sketches, and comprehensive specifications for architectural, structural, mechanical, and/or electrical-based aspects of the anticipated Project(s).
- Manage the design of the foundation, as required. With respect to foundations, suggest alternatives, evaluate them, and assist needs in terms of scope, time, quality and cost.
- Work with DNSSAB’s Architect of record as is applicable to the anticipated Project(s).
- Review, identify and ensure all Projects conform to legislation and code requirements (Broader Public Sector Accountability Act, Planning Act and Ontario Building Code).
- Assist DNSSAB/NDHC to acquire, promptly, all necessary permits (building, occupancy, etc.)
- Provide a communication plan to ensure DNSSAB/NDHC is continuously updated on budget, construction, transportation and any disruptions in the Project.
- If applicable, assemble a complete master project budget spreadsheet for DNSSAB/NDHC’s approval.
- If applicable, assemble a complete master project schedule for DNSSAB/NDHC’s approval.
- If applicable, assemble a complete risk management plan for DNSSAB/NDHC’s approval.

2.5 Post Project Follow-Up

- Conduct a post-occupancy inspection, identifying deficiencies for immediate follow up.
- Conduct a final walk through and facilitate the issuance of a Deficiency Report.
- Work with Modular Provider and/or Architect to Ensure final as-built drawings are provided to DNSSAB in both paper and an acceptable electronic format.

There are no upcoming Projects to which this RFP is directly associated with; however, an RFP was recently released for Modular Providers to provide estimates on the following unit / building descriptions. As funding is secured, DNSSAB / NDHC will work with both the Modular Provider, and as applicable a Project Manager throughout the stages of execution. Section 2.7 outlines the various unit and building descriptions (as estimates) of which DNSSAB is considering.

2.6 Unit / Building Descriptions

The following are approximate examples of the unit sizes and design criteria.

One-Bedroom Unit (single storey, stand alone, single unit)

- Approximate size 500 – 700 square feet
- Number of modular sections – 1
- Number of bathrooms – 1
- Accessible – Yes

Two-Bedroom Unit (single storey, stand alone, single unit)

- Approximate size 600 – 900 square feet
- Number of modular sections – 1 - 2
- Number of bathrooms – 1
- Accessible – Yes

Three-Bedroom Unit (single storey or double storey, stand alone, single unit)

- Approximate size 800 – 1200 square feet
- Number of modular sections – 1 – 3
- Number of bathrooms – 1
- Accessible - Yes

Multi-Unit Projects

- Size will be dependant on funding provided, the location of the project, land available, and city/municipal zoning laws.
- Number of modular sections (units) – 10 to 30 one-bedroom and two-bedroom, one-bathroom units
- Number of storeys – 1 to 3
- Number of bathrooms – 1 per unit
- Accessible – TBD (ground floor – Yes)
- Example – 20-unit, 2 storey building encompassing approximately a total of 12,000 square feet with 10 one-bedroom and 10 two-bedroom units.
- *Please note: the above is an example geared to evaluate proposals. Projects will vary depending on multiple factors.*



2.7 Role of DNSSAB / NDHC

DNSSAB / NDHC are currently working on securing funding to facilitate the purchase and/or use of Modular Housing. Once received, and pending a contract, work will go to the successful vendors DNSSAB / NDHC has placed on its Vendor(s) of Record, through this process. DNSSAB will also secure the land and work with modular vendor and project manager on the development.

2.8 Insurance

Proponents are advised that it is a DNSSAB / NDHC requirement that for any Contract entered into as a result of this RFP the Contractor shall, at its own expense and without limiting its obligations herein, provide and maintain policies of insurance as outlined below:

- Comprehensive General Liability insurance in an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence against third party claims for bodily injury, personal injury, and property damage (including loss of use thereof). Such insurance shall cover all operations of the insured and include, but not being limited to products and completed operations liability, blanket written contractual liability, owners and contractors' protective liability, owners, and employees as additional insured, and
- Insurance on property of others on an "all risks" basis, including theft, and in an amount sufficient to cover such property in the Contractor's care, custody, and control.

2.9 Worker's Compensation Board

Proponents are advised that it is also a DNSSAB / NDHC requirement that for any Contract entered into as a result of this RFP the successful Proponent(s) shall provide a "Letter of Clearance" from The Workers' Compensation Board indicating its account is in good standing.



PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

The RFP timetable is set forth to establish submission and response timelines. The DNSSAB reserves the right to change the timetable at any time.

ITEM	DATE	TIME
Issue Date	23-August-2024	4:00 p.m.
Deadline for Questions	06-September-2024	1:00 p.m.
Deadline for Issuing Addenda	13-September-2024	4:00 p.m.
Closing Date	20-September-2024	1:00 p.m.

3.2 Timeline Submission Instructions

Proposals received at or after 1:01 p.m. on **20-September-2024** will not be accepted. Proponents are cautioned that the timing of their submission is based on when the Proposal is received rather than when a Proponent submits it, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

3.3 Submitted Bids

All bids are to be submitted in electronic format to dnssab.contracts@dnssab.ca prior to deadline.

3.4 No Incorporation by Reference

The entire content of the Proponent’s Proposal must be submitted in a fixed form and the order and manner requested. The content of websites or references to external documents and links will not be considered part of the Proposal.

3.5 Confirmation of Submission

The Procurement Representative will send a confirmation e-mail to the Proponent advising the Proposal was submitted successfully. If a Proponent does not receive a confirmation e-mail, they should contact the Procurement Representative within 48 hours of Proposal deadline. The Proponent assumes full responsibility for receipt of the Proposal by the deadline.

3.6 Amendment of Proposals

Proponents may amend their Proposals prior to the Submission Deadline by submitting the amendment in electronic format, by e-mail to the DNSSAB Procurement Representative. The submission must clearly indicate the RFP title and number and full legal name of the Proponent. Any amendment should clearly indicate which part of the Proposal the amendment is intended to affect.



3.7 Withdrawal of Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. To affect a withdrawal, a notice of withdrawal must be sent to the DNSSAB Procurement Representative and must be signed by an authorized representative. DNSSAB is under no obligation to return withdrawn Proposals.

3.8 Questions

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information by e-mailing the Procurement Representative at dnssab.contracts@dnssab.ca on or before the Deadline for Questions. Under no circumstance is a Proponent to direct questions or request additional information from anyone other than the Procurement Representative. DNSSAB is not obligated to respond to questions and/or provide additional information, however best efforts will be made to respond, and such responses shall be made public and available to all Proponents as an Addendum.

3.9 Addenda

DNSSAB may issue Addenda during the procurement process until the deadline for issuing Addenda has passed. Proponents are responsible for obtaining all Addenda issued by DNSSAB through either www.dnssab.ca or through www.bidsandtenders.com. If Addenda is issued after the deadline date, the closing date may be adjusted accordingly.

3.10 Stages of Proposal Evaluation

The DNSSAB will conduct the evaluation of Proposals and selection of the most qualified Proponent in the following four stages described in further detail below:

- (a) Stage 1 – Mandatory Requirements (**pass/fail**).
- (b) Stage 2 – Evaluation of Rated Criteria through Submission of Proposals (**70 points / 100 points**) *Note: Further breakdown of Stage 2 scoring is in [Appendix C](#).*
- (c) Stage 3 – Evaluation of Pricing (**20 points / 100 points**).
- (d) Stage 4 – Presentation/Interview, if exercised (**10 points**)

i) Stage 1 - Mandatory Requirements

Stage 1 will consist of a review to determine which Proposals comply with all the mandatory requirements. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration. Proposals satisfying the mandatory requirements will proceed to Stage 2.

Mandatory Requirements are entirely based on submission of the Mandatory Submission Form(s), located in [Appendix B](#). Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms.

ii) Stage 2 – Evaluation of Rated Criteria and Submission of Proposals

For Stage 2, each Proponent must complete a Proposal document. Further detail can be found in [Appendix C](#). The Proposal must be signed by an authorized representative of the Proponent.



iii) Stage 3 – Evaluation of Pricing

For Stage 3, each Proponent must complete the Pricing Form located in [Appendix D](#) and include it with their financial Proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian dollars, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST. DNSSAB understands that costs will vary based on the Modular Project at hand, and will depend on the location of the land, access to the land, and type of Modular Build(s) for that specific area. Costs are understood to be estimates only.

Other Mandatory Requirements

Each Proposal must:

- a) Be in English
- b) Be for the entire Scope of Work as described in Part 2 of this RFP. Incomplete Proposals or Proposals for only part of the Deliverables described in Section 2 will be disqualified.

Evaluation and Pricing

Stages 2 and 3 will consist of a scoring by DNSSAB / NDHC of each qualified Proposal based on the rated criteria and the pricing in accordance with [Appendix C](#) and [Appendix D](#). DNSSAB / NDHC reserves the right to select more than one proponent at this stage of the Project, and place Proponents onto a Vendor of Record.

Reference Form

Each Proponent must complete the Reference Form ([Appendix E](#)) and include it with its submitted Proposal. Reference follow-up will be conducted with all shortlisted Proponents.

3.11 Proposals to be submitted in Prescribed Manner

Proponents should submit one (1) signed original and one (1) back-up copy for each of the Mandatory Requirements Form, the Proposal, and the Financial Proposal, in separate files for each. Proposals to be submitted to dnssab.contracts@dnssab.ca.

- a) The Mandatory Requirements submission (Requirements) should be saved to a MS Word or .PDF file, indicating the Proponents name and address, and saved as: **“2024-40 <Proponent Name> Mandatory Requirements Form”**. Please reference [Appendix B](#).
- b) The Proposal Requirements submission (Proposal) should be saved to a MS Word or .PDF file, indicating the Proponents name and address, and saved as: **“2024-40 <Proponent Name> Proposal Submission”**. Please reference [Appendix C](#).
- c) The Financial Proposal (Financial) should be submitted as a separate file saved to a MS Word or .PDF or EXCEL file, indicating the Proponent’s name and address, and saved as: **“2024-40 <Proponent Name> Financial Submission”**. Please reference [Appendix D](#).



3.12 Stage 4 - Presentation to DNSSAB / NDHC

Once the Proponents have been shortlisted, DNSSAB / NDHC may arrange for a final 30 – 90-minute presentation of your solution to the Evaluation Committee. If exercised by DNSSAB / NDHC, this presentation and subsequent question period will be the final stage of the Proponents total evaluation score. DNSSAB / NDHC reserves the right to recommend Stage 4 be in person or virtual, and this will be determined during the evaluation process. Proponents who qualify will be given sufficient notice. DNSSAB / NDHC also reserves the right to select proponents based on Stages 1-3, and to not conduct Stage 4 - Presentations. DNSSAB / NDHC also reserves the right to select more than one proponent at this stage of the Project, and place Proponents onto a Vendor of Record.

3.13 Selection and Final Negotiation

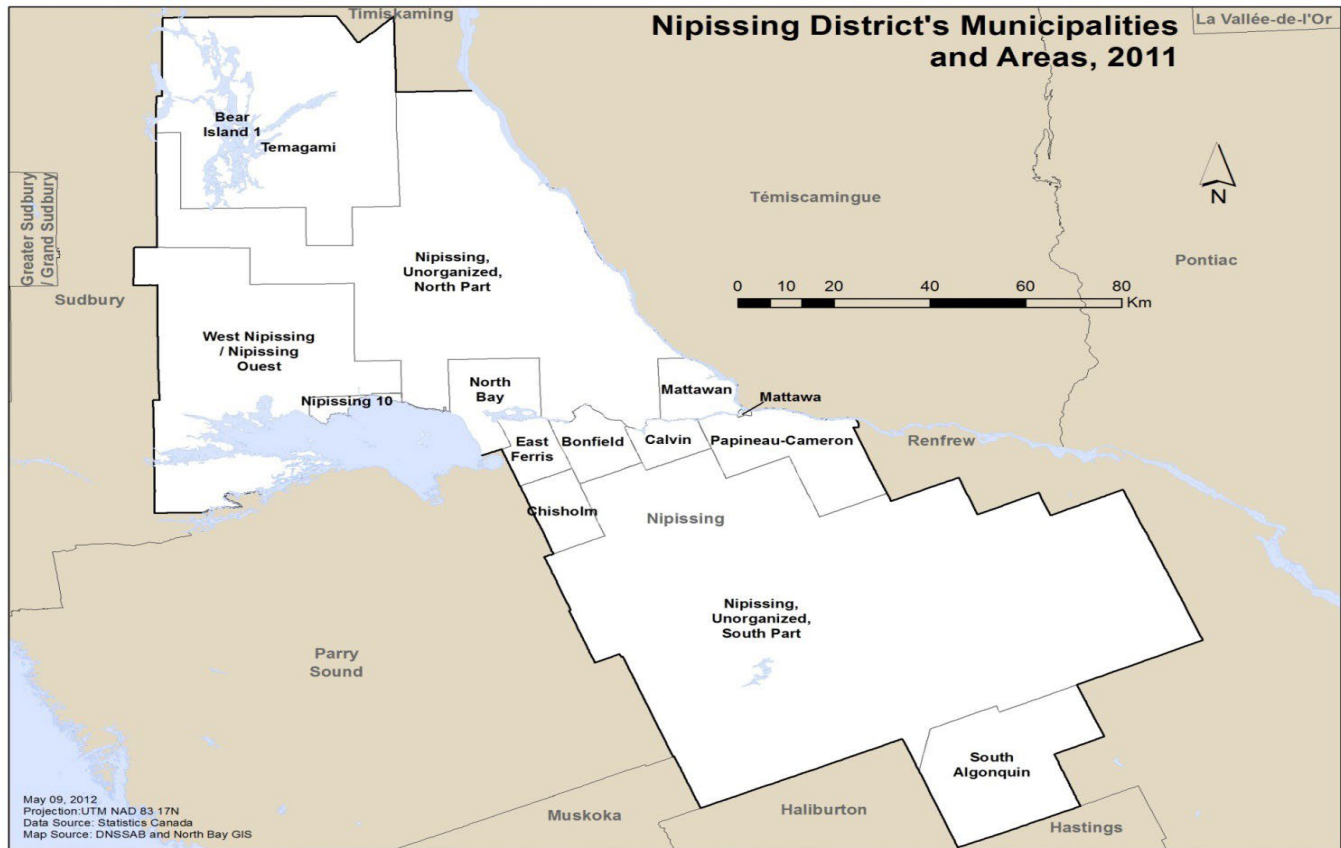
Once the Proposals have been evaluated as per Stages 1 through 4, the top-ranked Proponent(s) may be selected to enter direct negotiations.

During the negotiation, DNSSAB / NDHC may provide the top-ranked Proponent(s) with any additional information and may seek further information and Proposal improvements. After the negotiation, the top-ranked Proponent(s) may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the DNSSAB / NDHC.

END OF PART 3



APPENDIX A – MAP OF NIPISSING DISTRICT & MUNICIPALITIES / COMMUNITIES



Municipalities and Communities in Nipissing District				
municipalities (11), First Nations (2) and unincorporated areas (2)				
Municipality/Territory/Census Division	Communities	Municipal Office	Population	Type
City of North Bay	North Bay	North Bay	52,662	Municipality
Municipality of West Nipissing	West Nipissing (Sturgeon Falls); Verner; Cache Bay; Field	West Nipissing (Sturgeon Falls)	14,583	Municipality
Municipality of East Ferris	Astorville; Corbeil	Corbeil	4,946	Municipality
Nipissing, Unorganized, South Part		None (Unorganized)	2,696	Unincorporated Area
Bonfield Township*	Bonfield	Bonfield	2,146	Municipality
Town of Mattawa*	Mattawa	Mattawa	1,881	Municipality
Nipissing 10	Nipissing First Nation	Nipissing First Nation	1,640	First Nation
Nipissing North		None (Unorganized)	1,591	Unincorporated Area
Township of Chisholm		Powassan (outside of District)	1,312	Municipality
Township of South Algonquin	Whitney; Madwaska	Whitney	1,055	Municipality
Township of Papineau-Cameron*		Mattawa	982	Municipality
Municipality of Temagami	Temagami; Marten River	Temagami	862	Municipality
Municipality of Calvin*		Mattawa	557	Municipality
Bear Island 1	Bear Island First Nation	Bear Island First Nation	244	First Nation
Municipality of Mattawan*		Mattawa	153	Municipality
* Eastern Cluster				



APPENDIX B – MANDATORY REQUIREMENTS – FORM 1 – PROPONENTS DECLARATION

Proponent’s Information

Proponent must provide all requested information below; if any information is not provided, the Proposal may be disqualified at DNSSAB / NDHC’s sole discretion.

Company Name:

Company Address:

Company’s Contact Person:

Contact Email

Contact Phone

Acknowledgment of Addendums

We acknowledge receipt of _____ addendums and agree that the addendum/addenda form part of the RFP. I am aware that failure to acknowledge the correct amount of Addendum(s) may result in the disqualification of my Proposal at DNSSAB / NDHC’s sole discretion.

Proponent's Declaration

Please initial beside each statement with which you agree. For DNSSAB / NDHC's purpose, only those Proponents who have accepted (initialed) each statement of the Proponent's Declaration will be considered; failure to agree to any statement may disqualify your Proposal at DNSSAB / NDHC’s sole discretion.

I/WE have reviewed all documents associated with this RFP and agree to all its terms and conditions.

I/WE declare that the Proposal submitted has been made entirely in accordance with the terms and conditions outlined in the RFP.

I/WE declare that this Proposal is the only Proposal submitted by us and that no other Proposal was submitted, by us, using a different name, subsidiary, or by any other means.

I/WE declare that this Proposal offers a single Solution and does not contain multiple Solutions and/or Pricing strategies based on distinct acceptance periods or conditions.

I/WE declare that this Proposal was submitted by a Proponent (and all Participating Entities) who is not an Opposing Party in legal action against the DNSSAB / NDHC.

I/WE declare that this Proposal is made without collusion, connection, knowledge, comparison of figures or arrangement with any other Proponent, Company, firm or persons making a submission and is in all respects fair and without collusion for fraud.

I/WE declare that the Proponent's Company empowers the undersigned to negotiate all matters with DNSSAB / NDHC's representatives relative to this RFP and any future Contract, and the person named below has the authority to submit this Proposal on behalf of the Proponent’s Company.

I/WE declare that no persons associated with the Proposal have initiated communication about this RFP after it was issued and before the Closing Date or before one or more Contracts are entered in respect of the Scope of Work, which is its subject, with any member of DNSSAB / NDHC’s Personnel and/or the media.



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I/WE declare that no person associated with the Proposal has been convicted of a criminal offence, including but not limited to fraud or theft.

I/WE declare that no person associated with the Proposal has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations, including but not limited to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Proponent for the health and safety of its workers, DNSSAB / NDHC's employees, and/or the general public.

I/WE declare that no person associated with the Proposal has committed professional misconduct, acts, or omissions that adversely reflect on the commercial integrity of the Proponent.

I/WE declare that if any future Contract is to be negotiated with DNSSAB / NDHC regarding the subject matter herein, the negotiations and the Contract shall be governed, construed and enforced under the laws of the Province of Ontario and the federal laws of Canada.

I/WE, including Non-Resident Proponent, shall comply with all Federal, Provincial (Ontario) and Municipal Laws, Acts, Ordinances, regulations, and By-Laws that in any way pertain to the Scope of Work outlined in this RFP or to the employee of the Proponent.

I/WE agree that any and all employees or personnel subject to the provision of the Goods and/or Services completed in the Solution will be properly trained under the Occupational Health and Safety Act, that every supervisor appointed is a 'competent person' as defined in the Act, and all work shall comply with the Act's regulations.

I/WE agree to hold DNSSAB / NDHC safe and harmless from any property damage; or claims by individuals or third parties, including any legal costs incurred by DNSSAB / NDHC in connection therewith, on a solicitor/client basis, due to defective, damaged or unsuitable goods and/or services.

DECLARATION OF A CONFLICT OF INTEREST (if applicable, provide details below)

DECLARATION OF A JOINT SUBMISSION (if applicable, provide details below)

Completed by:

 Company

 Authorized Signature

 Name

 Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



MANDATORY REQUIREMENTS – FORM 2

Proponents must submit the following document(s) with this form. Failure to provide the required documentation will result in disqualification, and your Proposal will receive no further consideration at DNSSAB / NDHC's sole discretion.

YES NO

 I/WE have submitted a copy of a current Business License or Letters of Incorporation.

 I/WE have and are willing to submit verification of Commercial General Liability Insurance coverage of at least \$5,000,000.00 per occurrence (prior to contract).

 I/WE have and are willing to submit a copy of a current Clearance Certificate from Workplace & Safety Insurance Board (WSIB) (prior to contract).

 I/WE have submitted a current and valid copy of the Project Manager Professional certification and membership, for the assigned Project Manager.

 The Proponent must be able to work within all communities in the District of Nipissing (land access only) and will be responsible for obtaining any necessary licensing/permits required as such.

Completed by:

 Company

 Authorized Signature

 Name

 Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



MANDATORY REQUIREMENT – FORM 3 – PARTICIPATING ENTITIES

Participating Entity agreements made by the Proponent will not release the Proponent from any obligation to DNSSAB / NDHC concerning the performance of its obligations under the Contract. DNSSAB / NDHC will not be responsible for payment to the Proponent's Participating Entities if the Proponent defaults on its responsibilities. The Proponent is responsible for communicating this information to its Participating Entities.

Proponent's Declaration

Please initial beside the statement which best describes how Participating Entities are associated with your Proposal:

Yes	If Participating Entities are associated with this Proposal, provide details using the table below.
No	If by own forces, state so here (initial)

If Yes above, provide a list of all Participating Entities you will be using to undertake the work (add as many rows as necessary) and include their role and the amount, in dollars, allocated from your Proposal that will be expensed to the Participating Entity.

Listing of Participating Entities				
Type	Responsibility	Amount (\$)	Company Name and Address	Contact Person
<input type="checkbox"/> Affiliate <input type="checkbox"/> Associate <input type="checkbox"/> Dealer <input type="checkbox"/> Distributor <input type="checkbox"/> Partner <input type="checkbox"/> Consultant <input type="checkbox"/> Sub-consultant <input type="checkbox"/> Contractor <input type="checkbox"/> Reseller <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Sub-processor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Third-party service provider <input type="checkbox"/> Other _____				
<input type="checkbox"/> Affiliate <input type="checkbox"/> Associate <input type="checkbox"/> Dealer <input type="checkbox"/> Distributor <input type="checkbox"/> Partner <input type="checkbox"/> Consultant <input type="checkbox"/> Sub-consultant <input type="checkbox"/> Contractor <input type="checkbox"/> Reseller <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Sub-processor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Third-party service provider <input type="checkbox"/> Other _____				

Completed by:

_____ Company

_____ Authorized Signature

_____ Name

_____ Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



APPENDIX C – PROPOSAL SUBMISSION

Content of Submissions

The DNSSAB invites submissions from interested and capable providers. In order for its Proposal to be considered further in the evaluation process, the Proponent should respond, in detail, to each of the following requirements.

Submissions shall include the following information:

a) Experience and Capabilities of Proponent (35 Points)

Please provide the following information:

1. Provide a description of your organization's history, size, capacity and experience with modular units, specifically to municipal and remote communities within the District of Nipissing, or to other Northern Ontario districts and communities.
2. Please provide a brief outline of your understanding of the modular requirements of DNSSAB / NDHC.
3. Please provide the name and qualifications of the dedicated Project Manager, and any back-up personnel as applicable.
4. Provide three (3) relevant project examples completed in the past five (5) years that show your experience working with modular units (or multi-unit residential buildings) with the same or similar scope of product / services. Please provide bulleted details for each example:
 - Client Name
 - Project Start and End Dates
 - Brief description on scope of work
 - Project budget / schedule and if completed on time and within budget
 - Challenges encountered and how they were overcome, including lessons learned.
5. Describe how your firm can ensure that DNSSAB/NDHC meets its current and future needs at a high level.
6. Describe your experience working with Social Service, Public Sector or Indigenous organizations.

b) Methodology and Approach (35 Points)

7. Each proponent should describe the following in its proposal:
 - Understanding of Key Deliverables and project phases, including recommendations
 - Ability to meet project specifications, deliverables and objectives, construction risk management requirements, adhere to scope, quality control, schedule and budget while facing unknown conditions and external factors.
8. Describe your company's approach to Project Management, including identifying project risks, and mitigation measures, including considerations for a multi-site project.
9. Describe your company's approach to change management.
10. Describe your approach to budgeting and decision-making protocols.
11. Describe any challenges your organization may face with respect to dealing with Modular Units / Buildings.
12. How does your company communicate project information to project participants and stakeholders?
13. Provide details on any other products or value-added services offered by your organization of which would be of interest to DNSSAB / NDHC.

Note: Proponents must score 45/70 to qualify.



APPENDIX D – FINANCIAL SUBMISSION

Provide a detailed breakdown of all costs associated with your Solution. Prices must be fully itemized and complete (no estimates). Prices must be in Canadian dollars. (Exclude HST). Prices submitted shall be considered firm for any Contract's length, including for any extension term(s).

Note: Financial Submission will be scored out of **20 points**, with the lowest cost qualified proponent receiving 100% of the score. Higher cost (qualified) bids will be pro-rated against the lowest cost and scored accordingly.

Proponents may use their own / alternate templates for the Financial Submission. It is however the Proponents responsibility to clearly convey all cost information, of which they are submitting for, as contained in the tables below.

DNSSAB understands there are still unknowns as to the location and duration of each project. DNSSAB will make best efforts to evaluate all submissions in a fair manner.

Hourly Rates	Name &/or Title	Specialized Role (if applicable)	Rates (Hourly Rate)
Project Manager			
Contract/Construction Administrator			
Engineer			
General Labour – Licensed / Trade / Skilled			
General Labour			
Apprentice Labour			
Administration / Clerical			
Technician / Technology			
Other			
Other			
Other			

Completed by:

 Company

 Authorized Signature

 Name

 Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



APPENDIX E – REFERENCE FORM

Please provide a minimum of three (3) unique references from companies (DNSSAB / NDHC excluded) for whom you have supplied, installed, and/or supported with the same or similar scope and magnitude of work requested in this RFP within the past five (5) years.

Description	Referee No. 1	Referee No. 2	Referee No. 3
Has the Referee been Informed?			
Referee's Company			
Referee's Full Name			
Referee's Job Title			
Referee's Email Address			
Referee's Phone Number and Extension			
Description of goods and/or services provided			
Value of goods and/or services provided (\$)			
Date work commenced (month & year)			
Date work ended (month & year)			

Completed by:

I authorize the District of Nipissing Social Services Administration Board to contact the above references, as well as, complete verification for required licenses and/or credentials.

 Company

 Authorized Signature

 Name

 Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



APPENDIX F – TERMS AND CONDITIONS

4.0 Definitions

All references to DNSSAB in this Appendix also incorporate NDHC (DNSSAB / NDHC) into to all Terms and Conditions contained within.

In this RFP and any other documents, as determined by DNSSAB, forming part thereof, words and expressions parenthetically defined shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless of such definitions applying to both the singular and plural forms of any such words and terms:

"Addenda" means documents made available by DNSSAB which amends or clarifies the RFP.

"Administration Cost" means any expenditure incurred by the Proponent in the course of its regular or ongoing operations that enable the Proponent to provide the Goods and/or Services, including salaries, wages and benefits for administrative staff and back-office functions (such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions); salaries, wages, and benefits for staff associated with planning, managing and evaluating services; legal and accounting fees; bank fees; postage fees; courier fees; telephone fees; internet fees; contracted expenses for service delivery (i.e., security costs, IT, equipment, training, Consultant, printing etc.); and lease or finance/interest costs attributed to administrative functions.

"After Hours" means the provision of Goods and/or Services after Business Hours which may not adhere to the Business Day and, therefore, might include Saturday-Sunday, statutory or civic holidays observed in the Province of Ontario or by the DNSSAB, in addition to services being offered Monday to Friday.

"AODA" means the Accessibility for Ontarians with Disability Act, 2005, SO 2005, Chapter 11, as may be amended from time to time and all regulations thereunder.

"Appendix" means supplementary informative documentation prepared by the Client and/or the submission forms necessary for a Proponent to submit as part of their Proposal submission.

"Board" means the governing board of directors for the District of Nipissing Social Services Administration Board.

"Business Day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario and by DNSSAB.

"Business Hours" means 8:30 a.m. to 4:30 p.m. on a Business Day.

"CAO" means the Chief Administrative Officer of the District of Nipissing Social Services Administration Board or designate.

"Closing Date" means the date and time noted in ss. 1.6 wherein the submission of a Proposal is due.

"Company" means any person, Entity, corporation, or business that has acquired copies of the RFP and therefore is interested and/or intends to submit a Proposal in response.

"Confidential Information" means information that may have economic value from not being generally known and/or is subject to efforts that are reasonable under the circumstances to maintain its secrecy; it may include information contained in formulas, patterns, compilations, programs, methods, techniques, processes, products, services, devices, mechanisms and any Personal Information.



"Conflict of Interest" includes situations wherein a Proponent (including members of their family) and/or any person associated with a Proposal:

- can personally benefit financially from their involvement;
- can gain an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage in relation to the selection of a Preferred/Successful Proponent;
- where its other commitments, relationships, or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; and/or
- where it could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations; and/or
- where Personnel of the District of Nipissing Social Service Administration Board and/or Nipissing District Housing Corporation (including board members and employees at or above the level of supervisor) can receive a personal and/or financial benefit and:
 - Where the personal or business interests of a board member, officer or agent of the Board are in conflict with the interests of DNSSAB; or
 - where a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a board member, officer or agent or a person related to any one of them as a result of a decision by the Board;
 - where the Board giving a direct or indirect gain, benefit, advantage or privilege to a board member, officer or agent or a person related to any one of them;
 - where a board member, officer or agent or a person related to any one of them receiving a direct gain, benefit, advantage or privilege from DNSSAB as a result of the person's position with the Board;
 - where DNSSAB, in offering housing accommodation or in setting rents or other occupancy charges, gives any advantage or privilege to Personnel who are tenants that are not available to tenants who are not Personnel.

"Contract" means the agreement, intended to be enforceable by law, negotiated between DNSSAB and the Consultant, which shall further refine the expectations, obligations, terms and conditions contemplated by this RFP and which has been mutually executed.

"District" means the area known as the District of Nipissing.

"DNSSAB" means District of Nipissing Social Services Administration Board and any other government agency or Board on behalf of which DNSSAB is acting, including the Nipissing District Housing Corporation. For this RFP, DNSSAB shall mean the Entity negotiating and awarding the Contract.

"Evaluation Committee" means the relevant representation from DNSSAB, as selected by DNSSAB, which may include third-party advisors that evaluate Proposals and recommend, to DNSSAB, a Preferred Proponent. The Evaluation Committee does not have the authority to bind DNSSAB.

"FIPPA" means the Freedom of Information and Protection of Privacy Act, RSO 1990 C. F.11, as may be amended from time to time and all regulations thereunder.

"Goods" means any item of intellectual and/or tangible personal property proposed by the Proponent and may include:

- Deeds and instruments relating to or evidencing the title or right to such intellectual property, personal property and/or chattels and/or a right to recover or receive such property;



- Tickets or like evidence of the right to be in attendance at a particular place at a particular time or times or of a right to transportation;
- Energy, however, generated;
- Vehicles or any other motorized form of transportation;
- Items of tangible personal property intended for installation as a fixture or for incorporation into the land, a building or structure, or ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer.
- Construction resources, plans, materials and/or equipment.
- Artistic creations, including design, schematics, literary, media, music, representation, photo, workshops, seminars, and/or drawings.
- Any documentation (materials, books, videos, articles) related to the installation, implementation, training, support, and maintenance of the item of procurement.
- Computer infrastructure (server or cloud-based), hardware and/or Software.

"Include," "includes," and "including" denote that the subsequent list is not exhaustive.

"May/should" denotes permissive (not mandatory).

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M.56, as may be amended from time to time and all regulations thereunder.

"Must/shall/will" denotes imperative (mandatory). Proposals not satisfying mandatory requirements will be non-compliant and may not be considered further at DNSSAB's sole discretion.

"NDHC" means Nipissing District Housing Corporation

"Opposing Party" means a Proponent with an outstanding, unresolved claim or legal proceeding against DNSSAB or a Proponent against whom the DNSSAB has an outstanding, unresolved claim or legal proceeding.

"Participating Entity" includes any other entities other than the Proponent who is included in the Proposal as either an affiliate, associate, partner, Consultant, sub-consultant, contractor, sub-contractor, sub-processor, subsidiary, third-party service provider, distributor, dealer, and/or reseller necessary for the provision of the Proponent's Solution for the requested Scope of Work.

"Party" means DNSSAB and/or the Proponent, as the context may require.

"Personal Information" means any identifiable information about an individual that is therefore required to be protected pursuant to MFIPPA or any other laws (including regulations and common law) pertaining to the protection of personal, health, or insurance information.

"Personnel" means board members, employees, partners, shareholders, directors, officers, agents, assigns, representatives, contractors, subcontractors, sub-service providers, consultants, sub-consultants, temporary agencies, volunteers or anyone for whom at law a Party is responsible for in connection with or in any way related to the delivery and/or performance of obligations under this RFP and/or Contract.

"PHIPA" means the Personal Health Information Protection Act, 2004, SO 2004, c. 3, as may be amended from time to time and all regulations thereunder.

"PIPEDA" means the Personal Information Protection and Electronic Documents Act (SC 2000, c. 5), as may be amended from time to time and all regulations thereunder.



"Preferred Proponent" means the Proponent (s) short-listed by the Evaluation Committee, who is then recommended to DNSSAB.

"Price" means the charges, fees, and/or quotes provided by the Proponent in its Proposal as the total acquisition costs for its Solution.

"Procurement Representative" means the representative of DNSSAB, designated by DNSSAB, who is the primary contact person regarding this RFP, particularly its procurement processes.

"Programming Cost" means payments, benefits and/or expenditures reasonably proposed by the Proponent to be necessary to achieve the Solution outlined in the Proposal.

"Proponent" means a legal entity, being a person, partnership, firm or corporation that has submitted a Proposal in response to this RFP. Proponent includes any entity affiliated or related to the Proponent (including any entity with the same directing mind as the Proponent) as solely determined by DNSSAB.

"Proposal" means the submitted information, documents and/or forms as requested by DNSSAB under s. 3, which are provided and/or completed by a Proponent as a response to DNSSAB's request for the Goods and/or Services specified in the Scope of Work.

"Qualified Proposal" means that the Proponent and/or their Proposal has not been disqualified.

"Responsible Proponent" means a Proponent who can fully perform the contract requirements and has the integrity and reliability to ensure the performance of the contractual obligations.

"RFP" means this solicitation document and includes any incorporated Appendices and Addenda issued by DNSSAB that describe the Goods and/or Services to be purchased by DNSSAB and the terms upon which the Goods and/or Services are to be purchased.

"Scope of Work" means the need, problem, and/or project to which DNSSAB seeks Goods and/or Services through this RFP, detailed in Part 2.

"Service" means the work and/or tasks to be taken by the Proponent to meet the expectations, requirements, milestones, targets and/or deliverables outlined in the Scope of Work, inclusive of any description, whether commercial, industrial, trade, or otherwise, of all professional, technical and artistic, goods, services, and the transporting, acquiring, supplying, storing and otherwise dealing with any action, construction, project, activity, support, and/or program required for the satisfactory completion of the Scope of Work and any terms and conditions associated with any ensuing Contract.

"Solution" means the proposed Good and/or Service which address DNSSAB requirements and expectations as outlined in the Scope of Work.

"Staffing Cost" means the proposed wages, mandatory employment-related costs (as required by law) or benefits (as required by a collective agreement or company policy) requested by the Proponent which have been reasonably proposed to be necessary to their Solution.

"Successful Proponent" means the Proponent selected by DNSSAB for contract negotiations.

"Consultant" means the Successful Proponent with an executed Contract for the Scope of Work.



"WSIA" means the Workplace Safety and Insurance Act, 1997, SO 1997, c.16, Sch. A, as may be amended from time to time and all regulations thereunder.

"WSIB" means Workplace Safety and Insurance Board.

4.1 General Information and Instructions

(A) Deemed Acceptance

- (1) By responding to this RFP, Proponents agree to accept all terms and conditions incorporated into this RFP into their Proposal and agree by any decision of DNSSAB, including the evaluation of Proponents qualifications as final. By submitting a Proposal, the Proponent also confirms that it has received, or has had the opportunity to obtain, independent legal advice in connection with its RFP review and Proposal, preparation, and has read this RFP in its entirety, understands its content, and is submitting its Proposal freely and voluntarily (without duress or undue influence from any party) with full capacity and authority to do so.

(B) Proponents to Follow Instructions

- (1) Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable part, section, subsection, or paragraph numbers of this RFP.

(C) Information in RFP Only an Estimate

- (1) The DNSSAB and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials, or documents (electronic or otherwise) attached or provided to the Proponents pursuant to this RFP.
- (2) The DNSSAB and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

(D) Proponents Shall Bear Their Own Costs

- (1) The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions, or ambiguities; and



(b) May direct questions or seek additional information in writing by email to the DNSSAB Procurement Representative on or before the Deadline for Questions. All questions submitted by Proponents by email to the DNSSAB Procurement Representative shall be deemed to be received once the email has entered the Representative's email inbox. No such communications are to be directed to anyone other than the Procurement Representative. The DNSSAB is under no obligation to provide additional information, and DNSSAB shall not be responsible for any information provided by or obtained from any source other than the Procurement Representative.

- (2) It is the responsibility of the Proponent to seek clarification from the Procurement Representative on any matter it considers to be unclear. The DNSSAB shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the DNSSAB, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the DNSSAB.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the DNSSAB may at its discretion extend the Submission Deadline for a reasonable period.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, DNSSAB may request further information from the Proponent or third parties to verify, clarify, or supplement the information provided in the Proponent's Proposal. The DNSSAB may revisit and re-evaluate the Proponent's response or ranking based on any such information.

(E) No Incorporation by Reference

- (1) The entire content of the Proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

(F) Proposal to Be Retained by the DNSSAB

- (1) The DNSSAB will not return the Proposal, or any accompanying documentation submitted by a Proponent.

4.3 Debriefing

(A) Debriefing – Following Award

- (1) Upon written request from any Proponent, the DNSSAB may provide a more detailed oral debriefing either by phone or in person, as required by the Proponent. The written request shall be submitted to the Procurement Representative no later than 15 calendar days after notification of award.



- (2) The acceptance of the successful Proposal shall not be discussed during a debriefing.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP, or any agreement entered pursuant to this RFP, without first obtaining the written permission of the Procurement Representative.

(B) No Lobbying

- (1) A Proponent may 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.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud, or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of the Board of Directors, employees, officers or other representatives of the DNSSAB; deceitfulness, submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(D) Past Performance or Inappropriate Conduct

- (1) The DNSSAB may prohibit a Proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
- (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the Proponent to honour its pricing or other commitments made in its Proposal; or
 - (c) Any other conduct, situation or circumstance determined by DNSSAB, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of DNSSAB

- (1) All information provided by or obtained from the DNSSAB in any form in connection with this RFP either before or after the issuance of this RFP:
- (a) Is the sole property of DNSSAB and must be treated as confidential;



(b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;

(c) Must not be disclosed by the Proponent to any person, other than persons involved in the preparation of the Proponent's Proposal or the performance of any subsequent Contract, without prior written authorization from the DNSSAB; and

(d) Shall be returned by the Proponents to the DNSSAB immediately upon the request of the DNSSAB.

(B) Confidential Information of Proponent

- (1) A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the DNSSAB. The confidentiality of such information will be maintained by the DNSSAB, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to the DNSSAB advisors 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 this RFP, questions are to be submitted to the DNSSAB Contact.

4.6 Procurement Process Non-Binding

(A) No Contract and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) Neither the Proponent nor the DNSSAB shall have the right to make any claims (in Contract, tort, equity 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 this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked Proponent for the purposes of entering into a Contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the DNSSAB by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, 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 Contract award.



(D) Disqualification

- (1) DNSSAB may disqualify the Proponent or rescind a Contract subsequently entered into if the Proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading, or incomplete information.
- (2) Proponents may be excluded from eligibility to submit, or a submitted Proposal may be summarily rejected, where the Evaluation Committee, in their sole, final, binding opinion, has determined that either the Proponent and/or Proposal, as per the context, fits the circumstances of one or more of the following disqualification items:
 - Proposal is one of two or more Proposals submitted by same Proponent, whether under the same or different names or as multiple options within the Proposal.
 - Proponent did not attend any mandatory site meetings (if applicable)
 - Proposal was submitted or received after the Closing Date
 - Proposal is submitted in any way other than electronically through an e-mail to dnssab.contracts@dnssab.ca.
 - Collusion with one or more other Companies and/or Proponents
 - The Proposal is submitted by a Proponent that has a Conflict of Interest
 - The Proposal was submitted by a Proponent that is not a Responsible Proponent
 - The Proposal was submitted by a Proponent that is an Opposing Party.
 - The Proposal is incomplete, conditional, illegible, obscure or limited in any way.
 - Proposal's Prices appear to be as unreasonable and/or unbalanced as to likely affect the interest of DNSSAB adversely.
 - Proposal is executed by a person who does not have the authority to bind the Proponent's Company.
 - Proponent who has initiated communication with Personnel of DNSSAB other than the Procurement Representative, and/or the media.
 - The Proposal contains a limitation or qualification on the DNSSAB's right to publicly disclose the Proponent's name and, if applicable, any Proposal's Price and/or Cumulative Score.
 - Proponent's past performance or past conduct during a previous procurement process and/or Contract resulted in higher ultimate costs, unsatisfactory results/performance, difficulties, and/or did not provide the best value to DNSSAB.
 - By responding to this RFP, Proponents will be deemed to have agreed that any decision by the Evaluation Committee to disqualify a Proposal or Proponent will be final and binding.

4.7 Reserved Rights

The DNSSAB reserves the right to:

- a) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- b) Require Proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their Proposals.
- c) Not accept any or all Proposals.
- d) Not accept a Proposal from a Proponent who is involved in litigation, arbitration, or any other similar proceeding against DNSSAB.



- e) Reject any or all Proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
- f) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- g) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all Proponents.
- h) Assess and reject a Proposal on the basis of
 - i. Information provided by references;
 - ii. The Proponent's past performance on previous Contracts;
 - iii. Information provided by a Proponent pursuant to the DNSSAB exercising its clarification rights under the Proposal Solicitation process;
 - iv. The Proponent's experience with performing the type and scope of work specified including the Proponent's experience;
 - v. Other relevant information that arises during a Proposal Solicitation process.
- i) Waive formalities and accept Proposals which substantially comply with the requirements of the Proposal Solicitation.
- j) Verify with any Proponent or with a third party any information set out in a proposal.
- k) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information.
- l) Disqualify any Proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- m) Make changes including substantial changes to the Proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- n) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the DNSSAB.
- o) Cancel a Proposal Solicitation process at any stage.
- p) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.

4.8 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions:
 - (a) Are 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);



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(b) Are 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) Are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

END OF PART 4 AND RFP