



# Request for Proposals

RFP 2024-49

## District Wide Outreach and Unsheltered Response Services

Homelessness Prevention Program (HPP)

Date issued:

1/10/2024

Question Deadline:

1/24/2025

Closing Date and Time:

2/07/2025 at 1:00 pm

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## PART 1 – INTRODUCTION

### 1.1 **Invitation to Proponents**

As Service Manager and Community Entity for Provincial and Federal Homelessness and Housing Initiatives, the District of Nipissing Social Services Administration Board (DNSSAB) is committed to reducing the number of households experiencing homelessness in the District of Nipissing. This Request for Proposals (RFP) is an invitation from the DNSSAB to prospective Proponents to submit a Proposal for District Wide Outreach and Unsheltered Response Services.

Proponents should be organizations currently working with households experiencing homelessness in the District of Nipissing and capable of providing District Wide Outreach and Unsheltered Response Services. The Successful Proponent(s) shall operate as part of the Homelessness Service System funded by the DNSSAB and will participate in activities with the DNSSAB together with other Coordinated Access Nipissing (CAN) community partners. The Successful Proponent(s) will align with evidence based best practice, and A Place to Call Home, the District's 10 Year Housing and Homelessness Plan.

Funding for this initiative is through the Homelessness Prevention Program (HPP) and the selected proponent will be required to comply with all HPP requirements and criteria and offer services that have the best potential outcomes, data, and performance measures. HPP Guidelines can be provided upon request.

The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.

### 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 and homelessness services, and emergency medical services (land ambulance) on behalf of municipalities and residents of unincorporated territories in the District of Nipissing. 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 E – Terms & Conditions of RFP](#), unless clearly and specifically noted in the Proposal submitted. Deviations from the RFP must be clearly identified in the written submission.

Confirmations of selected Proposals are subject to formal Service Agreements being negotiated, prepared and executed. The DNSSAB reserves the right to negotiate the terms and conditions of all contracted Agreements.

### 1.4 **RFP Contact**

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

Chris Cairns

Procurement Representative

Contract and Procurement Specialist; District of Nipissing Social Services Administration Board

Email: [dnssab.contracts@dnssab.ca](mailto:dnssab.contracts@dnssab.ca)

## 1.5 No Guarantee of Volume of Work or Exclusivity of Contract

The DNSSAB makes 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 makes 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.

The Contract to be entered with the selected Proponent may not be an exclusive Contract for the provision of the described Deliverables. The DNSSAB may Contract with others, including multiple Proponents, for same or similar Deliverables based on funding available, or may obtain the same or similar Deliverables internally.

## 1.6 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 Introduction

The DNSSAB is committed to a data-driven, outcome-based approach to ending homelessness. This approach requires a coordinated continuum of services and supports designed to provide flexible services that follow and support households as they journey from homelessness to permanent, long-term housing.

The District of Nipissing has a population of approximately 86,000 people covering 17,000 square kilometers. This includes eleven (11) municipalities, two First Nations and two unorganized areas: Nipissing North and Nipissing South. Over the past two years, Nipissing District has mapped locations and numbers of people living unsheltered across the district. The number of individuals living 'rough' has continued to grow:

- In 2023, **94 locations** were identified across the District with **164 unique individuals** living rough and unsheltered in makeshift structures and encampments.
- In 2024, HIFIS data show that there were 518 people who lived in hidden or unsheltered homelessness across the district with 120 structure and/or encampment locations.

## 2.2 Objectives

District Wide Outreach and Unsheltered Response Services will provide an effective service approach for actively engaging people experiencing unsheltered homelessness. The service will promote, connect, and coordinate access to the range of supports available across the District of Nipissing, including emergency shelter and housing and support services. District Wide Outreach and Unsheltered Response Services will be available 7 days a week and proactively engage and respond to requests in the community for individuals in public spaces, who, for example, may be 'sleeping rough' or living outdoors at that moment in time (ex.

sleeping in car, encampments etc.). The services will be focused on ending the experience of homelessness, especially for those who would otherwise be underserved in traditional settings.

District Wide Outreach and Unsheltered Response Services will be delivered in accordance with Coordinated Access Nipissing (CAN). CAN is a standardized process for intake, assessment, program eligibility, referral, prioritization and matching to housing and supports and the successful proponent will be required to work in collaboration with other CAN partners and utilize the Homeless Individuals and Families Information System (HIFIS) database so that data driven outcomes and change can be tracked.

The aim of the HPP data elements is to gather an understanding of the services accessed by participants experiencing homelessness. The idea is to understand if the program supports the journey out of homelessness towards stable housing. Priority Populations, Data Indicators and Outcomes for District Wide Outreach and Unsheltered Response Services include, but are not limited to:

Priority Populations include individuals and families experiencing homelessness that identify as:

- Indigenous;
- Youth;
- Being affected by mental illness and/or problematic substance use;
- Veterans;
- Fleeing violence.

Data Indicators:

- Total # of individuals experiencing unsheltered homelessness that are served through the HPP funded services;
- Total # of individuals experiencing unsheltered homelessness added to HIFIS;
- Total # of individuals experiencing unsheltered homelessness added to the CAN Priority List;
- Total # of individuals experiencing unsheltered homelessness case conferenced at the CAN Team and matched with resources.

Measurable Outcomes over time:

- Decrease in number of households and individuals living in unsheltered homelessness, as tracked in HIFIS and location mapping;
- Increase of number of households connected to CAN and community services;
- Increase of households accessing treatment;
- Increase of households moved to transitional housing;
- Increase of households accessing long term housing.

Proposed services should demonstrate and place emphasis on the following criteria:

- District-Wide, equitable and responsive access to services;
- Culturally Relevant Supports for Indigenous Peoples;
- Sustainable and collaborative outcomes;
- Innovative and timely solutions;
- Identifying and addressing system and service gaps;
- Building on existing community programs and services.

### **2.3 Experience**

DNSSAB expects that the Proposal will identify the Proponent's individual and/or organizational experience and expertise in:

- Using a people centred approach focusing on positive results for individuals and families who are experiencing homelessness;
- Developing and maintaining community partnerships and networks, including an understanding of those services/supports available to homeless individuals/households within the District;
- Using the Coordinated Access Nipissing (CAN) model to inform service design and parameters;
- Participating in and fostering a collaborative community response;
- Providing culturally appropriate services;
- Providing data driven and outcome focused services and reporting;
- Promotion of safety, self-sufficiency and wellbeing of individuals and their families;
- Working with individuals who have experienced violence and those at risk of;
- Positive interactions and communications with the broader community;
- Financially Responsible budgeting and planning.

### **2.5 Specific Requirements**

Organizations submitting proposals must, at minimum, meet the following eligibility criteria to be approved for funding:

- A Coordinated Access Nipissing (CAN) Community Partner Agency.
- Signatory to the CAN Data Sharing Agreement.
- Have a physical location(s) within the geographical limits of Nipissing District.
- Participate in the homeless management information system HIFIS.
- Have proven demonstrable experience in managing funding requirements and reporting.
- Have proven demonstrable experience in complying with all applicable legislation, directives and regulations pertaining to provision of social services for vulnerable populations.

## 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	1/10/2025	4:00 p.m.
Deadline for Questions	1/24/2025	4:00 p.m.
Deadline for Issuing Addenda	1/31/2025	4:00 p.m.
Closing Date	2/07/2025	1:00 p.m.

### 3.2 Timeline Submission Instructions

Proposals received at or after 1:01 p.m. on the closing date 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 Questions

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information by e-mailing the Procurement Representative at [dnssab.contracts@dnssab.ca](mailto: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.

### 3.4 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](http://www.dnssab.ca) or through [www.bidsandtenders.com](http://www.bidsandtenders.com). If Addenda is issued after the deadline date, the closing date may be adjusted accordingly.

### 3.5 Stages of Proposal Evaluation

The DNSSAB will evaluate Proposals and selection of the most qualified Proponent in the following three stages described in further detail below:

- (a) Stage 1 – Mandatory Requirements (**pass/fail**)

- (b) Stage 2 – Evaluation of Rated Criteria and Submission of Proposal Application (**70 points / 100 points**)
- (c) Stage 3 – Proposed Budget (**20 points / 100 points**)
- (d) Stage 4 – Selection and Final Negotiation (**10 points / 100 points – for presentation / interview if called**)

#### **i) Stage 1 - Mandatory Requirements**

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

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

#### **ii) Stage 2 – Evaluation of Rated Criteria and Submission of Proposal Application**

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

#### **iii) Stage 3 – Evaluation of Pricing**

For Stage 3, each Proponent must complete a Budget, either using the Template located in [Appendix D](#), or its own Budget based on the provided template. The Budget 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.

#### **Evaluation and Pricing**

Stages 2 and 3 will consist of a scoring by DNSSAB of each qualified Proposal based on the Application Document and the Budget in accordance with [Appendix C](#) and [Appendix D](#).

### **3.6 Proposals to be submitted in Prescribed Manner**

Proponents should submit one (1) signed original for each of the Mandatory Requirements Form, the District Wide Outreach RFP Proposal / Application Form, and the Budget Submission, in either separate files for each or one common file. Proposals to be submitted to [dnsab.contracts@dnsab.ca](mailto:dnsab.contracts@dnsab.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: **“2024-49 District Wide Outreach Mandatory Requirements <insert organization name>”**. Please reference [Appendix B](#).
- b) The District Wide Outreach Application Requirements submission (Proposal) should be saved to a MS Word or .PDF file, indicating the Proponent's name and address, and saved as: **“2024-49 District Wide Outreach RFP Application <insert organization name>”**. Please reference [Appendix C](#).
- c) The Budget Submission (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: **“2024-49 District Wide Outreach Budget Submission <insert organization name>”**. Please reference [Appendix D](#).



**d) Please note, Proponents will be able to download a MS Word version of the Appendices Document(s) from both Bids & Tenders or from the DNSSAB website for completion and submission.**

**3.7 Stage 4 - Presentation to DNSSAB**

Once the Proponents have been shortlisted, DNSSAB may arrange for a final 30 – 60 minute presentation of your solution to the Evaluation Committee. This presentation and subsequent question period will be the final stage of the Proponent's total evaluation score.

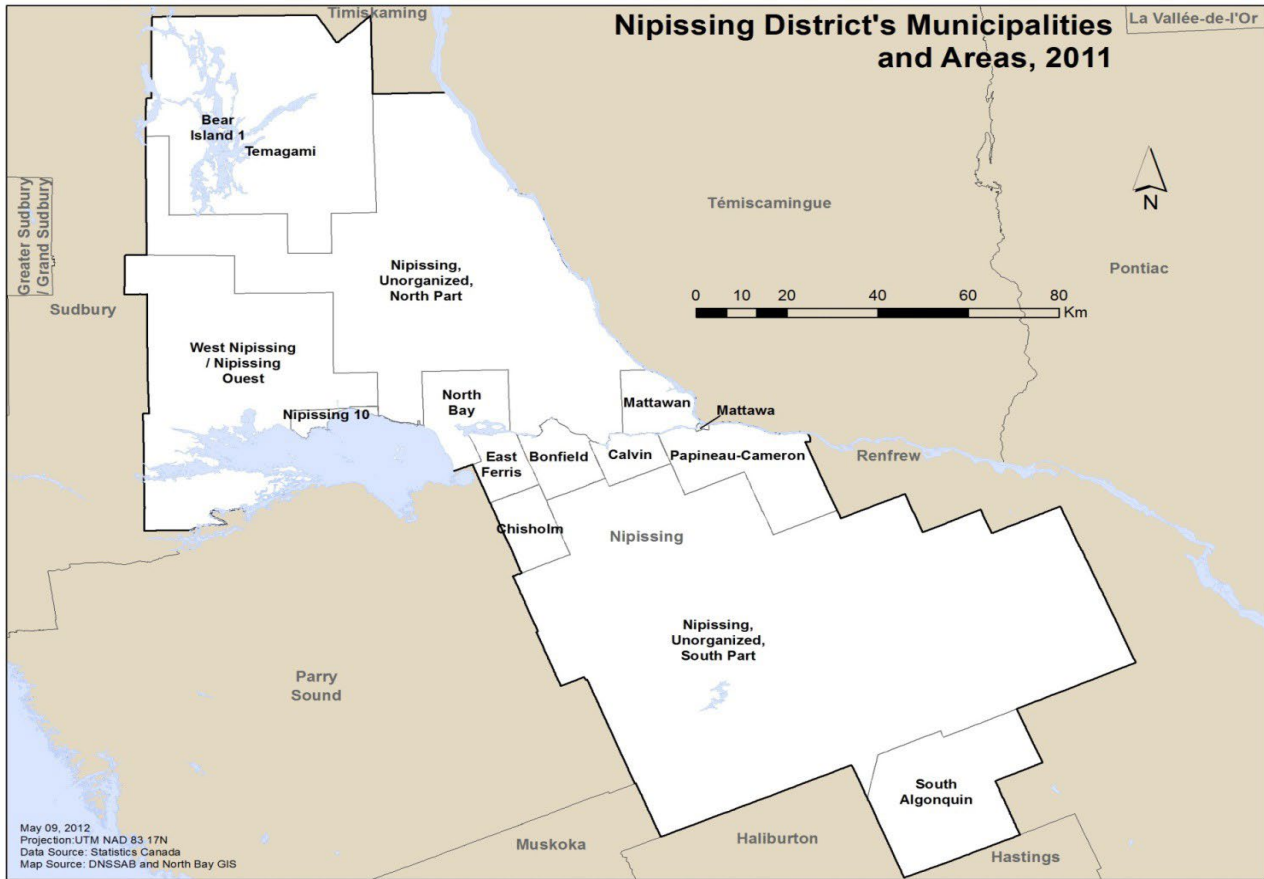
**3.8 Selection and Final Negotiation**

Once the Proposals have been evaluated as per Stages 1 through 3, and the final presentations have been completed, Proponent(s) may be selected to enter into direct negotiations.

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

**END OF PART 3**

APPENDIX A – MAP OF NIPISSING DISTRICT & MUNICIPALITIES / COMMUNITIES



**APPENDIX B – MANDATORY REQUIREMENTS**  
**MANDATORY REQUIREMENT – FORM 1 – PROPONENTS DECLARATION**

**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’s sole discretion.

**Proponent's Declaration**

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

<input type="checkbox"/>	I/WE have reviewed all documents associated with this RFP and agree to all its terms and conditions.
<input type="checkbox"/>	I/WE declare that the Proposal submitted has been made entirely in accordance with the terms and conditions outlined in the RFP.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	I/WE declare that the Proponent's Company empowers the undersigned to negotiate all matters with DNSSAB'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.
<input type="checkbox"/>	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's Personnel and/or the media.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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's employees, and/or the general public.
<input type="checkbox"/>	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.
<input type="checkbox"/>	I/WE declare that if any future Contract is to be negotiated with DNSSAB 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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	I/We, including Non-Resident Proponents, shall charge applicable HST for Ontario.
<input type="checkbox"/>	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.

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

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

**Completed by:**

\_\_\_\_\_  
Organization / Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*I /WE HAVE THE AUTHORITY TO BIND THE CORPORATION*

**MANDATORY REQUIREMENTS – FORM 2 – REQUIRED CONFIRMATION**

Please ensure to answer all questions below as either a Yes or No based on your Submission and Company. Please note that if any question has an answer of *No*, your Submission may be disqualified.

YES	NO	I / WE can confirm that:
<input type="checkbox"/>	<input type="checkbox"/>	I/WE have submitted a copy of a current Business License or Letters of Incorporation.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will submit verification of Commercial General Liability Insurance coverage of at least \$2,000,000.00 per occurrence.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will submit a copy of a current Certificate from Workplace & Safety Insurance Board (WSIB).
<input type="checkbox"/>	<input type="checkbox"/>	I/WE are able to provide District-Wide Outreach Services within the District of Nipissing.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE are currently using HIFIS (as identified in RFP) or are willing to use HIFIS moving forward.
<input type="checkbox"/>	<input type="checkbox"/>	Our organization is local to the District of Nipissing.
<input type="checkbox"/>	<input type="checkbox"/>	Our organization is or is willing to become a Coordinated Access Nipissing (CAN) Community Partner Agency
<input type="checkbox"/>	<input type="checkbox"/>	Have proven demonstratable experience in managing funding requirements and reporting.
<input type="checkbox"/>	<input type="checkbox"/>	Have proven demonstratable experience in complying with all applicable legislation, directives and regulations pertaining to provision of social services for vulnerable populations.

**Completed by:**

\_\_\_\_\_  
 Organization / Agency

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Full Name of Signatory

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

*I / WE HAVE THE AUTHORITY TO BIND THE CORPORATION*

## APPENDIX C – PROPOSAL APPLICATION

### Section 1.0 Proponent Information

1.0 GENERAL BUSINESS INFORMATION	
Organization Type:	<input type="checkbox"/> Registered Charity <input type="checkbox"/> Not for Profit <input type="checkbox"/> For Profit
Legal Name:	
Address:	
City / Town:	
Province:	Postal Code:
Phone Number:	Website:
Incorporation Number: (Charter/Letters Patent)	Incorporation Date:
Business Number (Canada Revenue Agency):	
Preferred Language of Correspondence:	

1.1 ORGANIZATION DETAILS	
Please describe your Organizations Current Main Mandate and Activities:	
How many employees does your organization currently have?	

**1.1 ORGANIZATION DETAILS Cont'd**

Has your organization undergone any important transformations in the last two years?  Yes  No

If answered YES to the above, please provide a description of the changes:

**1.2 LEGAL SIGNING OFFICERS**

Number of signatures required to bind the organization into a legal agreement?

	Name	Title
1		
2		

## Section 2.0 Project Details

2.0 PROPOSAL APPLICATION CONTACT (Primary Contact)	
First Name:	Last Name:
Position Title:	
City / Town:	
Province:	Postal Code:
Phone Number:	Email:

2.1 GENERAL PROJECT INFORMATION	
Project / Proposal Title:	
Project / Proposal Duration (start date):	To (end date):
Location(s) of Project / Proposal Activities (if different from Organization's address):	

2.2 PROJECT FUNDING DETAILS			
Please describe any current or future funding you anticipate for your proposed Project or Service?			
Source	Source Type	Cash (\$ value)	In-Kind (\$ value)
<b>IMPORTANT:</b> <ul style="list-style-type: none"> <li>The Proposed Budget Form must also be completed and submitted with the application form for your project to be considered.</li> </ul>			



### 2.3 FINANCIAL PROJECT CONTACT

Name:	Contact Number:
Title:	Email:

### 2.4 PROJECT DESCRIPTION

Please provide a brief description of your proposed project.

Be sure to include how the project / proposal will fulfill the requirements of this RFP. Please tie this into Section 2.2 – Objectives, from this RFP.

Explain how this service will demonstrate and place emphasis on the following criteria:

- Equitable and responsive access to services including availability throughout the District of Nipissing, 7 days a week and engagement and response to requests in the community for individuals in public spaces, who for example may be 'sleeping rough' or living outdoors at that moment in time (ex. sleeping in car, encampments etc.).
- Culturally Relevant Supports for Indigenous Peoples
- Sustainable and collaborative outcomes;
- Innovative and timely solutions;
- Building on existing community programs and services.

**2.5 TARGET POPULATION**

Please provide information on the client groups served as part of your project / proposal.

**Only check those most relevant to your project / proposal.**

HPP emphasizes measurable outcomes, and your project will be evaluated in terms of service to each population you identify below (check all that apply):

**2.6 TARGET HOMELESS POPULATION: (check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Unsheltered individuals                | <input type="checkbox"/> Emergency sheltered individuals              |
| <input type="checkbox"/> Provisionally accommodated individuals | <input type="checkbox"/> Individuals at imminent risk of homelessness |

**2.7 GENDER - SERVICES ARE SPECIALIZED FOR: (check all that apply)**

- |                               |                                 |   |  |
|-------------------------------|---------------------------------|---|--|
| <input type="checkbox"/> Male | <input type="checkbox"/> Female | <input type="checkbox"/> Gender Diverse | <input type="checkbox"/> Serve all Genders |
|-------------------------------|---------------------------------|---|--|

**2.8 AGE – SERVICES ARE SPECIALIZED FOR: (check all that apply):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Children (0-11) | <input type="checkbox"/> Adults (25-64) | <input type="checkbox"/> Serve all Ages |
| <input type="checkbox"/> Youth (12-24)   | <input type="checkbox"/> Seniors (65+)  |   |

**2.9 PRIORITY POPULATION(s): (check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Indigenous People                      | <input type="checkbox"/> Veterans                                    |
| <input type="checkbox"/> Refugees / Immigrants                  | <input type="checkbox"/> Youth exiting child welfare system          |
| <input type="checkbox"/> Racialized People / Visible Minorities | <input type="checkbox"/> People exiting a medical facility / service |
|   | <input type="checkbox"/> People exiting a correction facility        |

**2.10 PROJECT OUTCOMES AND DELIVERABLES:**

The aim of the HPP data elements is to gather an understanding of the services accessed by participants experiencing homelessness and understand if the program supports the journey out of homelessness towards stable housing. Please describe your proposed project’s expected results and deliverables. (Must be specific, concrete and measurable.) Refer to Section 2.2 Objectives in the RFP Document.

### 2.11 PROJECT NEED & RATIONALE

Explain how the need for this project / proposal addresses the identified gap for those experiencing unsheltered homelessness.

### 2.12 EVALUATION STRATEGY

Describe how you will track and report on the progress and performance of your project / proposal. Please include specific, concrete, and measurable targets and indicators that directly tie to the activities you described above and the HPP indicators from Section 2.2 of the RFP.

**2.13 PROJECT COLLABORATIONS/PARTNERSHIPS**

Will any other organizations, networks or partners be involved in carrying out this project / proposal:

Yes                       No

If YES, please identify the role(s) and expertise each partner will bring to the project / proposal:

Partner Organization	Role / Expertise

**2.14 COORDINATED ACCESS NIPISSING (CAN)**

**PLEASE NOTE:**  
 If funded, you will be required to participate in CAN and be a signatory in good standing for the CAN/HIFIS Data Sharing Agreement.

This will include, but is not limited to:

- Filling service vacancies through the CAN Priority and Matching process.
- Completing standardized assessments of clients and adding/updating their information in the HIFIS database
- Participating in CAN task groups, including the CAN Executive and CAN Team weekly Action-Oriented Case Conferencing.

Describe your agency's current involvement and experience with CAN.

Briefly describe how this service will interact with and contribute to the CAN system.

## Section 3.0 Additional Information

Use this section for any additional information. Please reference the section numbers that you are addressing:

## Section 4.0 Declaration and Signatures

This Proposal Application Form must be signed by individuals as indicated in Section 1.3 as prescribed by the organization's statutes or by-laws.

- I declare I am legally authorized to sign and submit this application on behalf of the organization named in **Section 1.0**.
- I declare that the information provided in this application and supporting documentation is true, accurate and complete to the best of my knowledge.
- I declare that the organization is actively incorporated and will be for the duration of this project.

I understand that if the information described above is false or misleading, I or the organization may be required to repay some, or all of the funding received.

### Completed by:

\_\_\_\_\_  
Organization / Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*I /WE HAVE THE AUTHORITY TO BIND THE CORPORATION*

### Completed by:

\_\_\_\_\_  
Organization / Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*I /WE HAVE THE AUTHORITY TO BIND THE CORPORATION*

## APPENDIX D - BUDGET SUBMISSION

Provide a detailed breakdown of all costs associated with your Solution, using the template below (or the posted Excel Budget Document). Proponents may submit their own Budget template but must contain relevant information as identified below. Prices must be fully itemized and complete (no estimates). Prices must be in Canadian dollars. (Exclude HST). Proponent(s) may be asked to provide a more detailed budget upon signing, and to be considered part of, an agreement.

### Staffing Budget (add more rows if necessary)

Price Item	ROLE/POSITION	Number of FTE's	Hourly Wage	Hours per Week	Total Cost
Project Staff Costs					
Administrative Staff Costs					
Other Staffing Costs					

### Programming Budget (add more rows if necessary)

Price Item	Cost
Programming Costs - Supplies and Materials	
Programming Costs – Telephone and Utilities	
Programming Costs – Postage / Mailing / Courier	
Programming Costs – Training / Staff Development	
Programming Costs – Travel	
Programming Costs – Other	
Programming Costs – Other	
Programming Costs – Other	
Programming Costs – Other	
Programming Costs – Other	
Programming Costs – Other	

### Administrative Budget (add more rows if necessary)

Price Item	Cost
Administrative Costs	
Other Costs	

### TOTAL PROPOSAL Budget

Total Categories	Total Submitted Budget
Staffing & Programming & Administrative Budget	

**Budget Completed by:**

\_\_\_\_\_  
Organization / Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*I /WE HAVE THE AUTHORITY TO BIND THE CORPORATION*



## APPENDIX E – TERMS AND CONDITIONS

### 4.0 Definitions

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.

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

"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. 3.1 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, 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 gives 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 Proponent, 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.

"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.

"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 have 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.

"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.

(E) Amendment of Proposals

- (1) 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 the full legal name of the Proponent. Any amendment should clearly indicate which part of the Proposal the amendment is intended to affect.

(F) Withdrawal of Proposals

- (1) 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.

**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 into 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 Proposal Contact.
- (2) It is the responsibility of the Proponent to seek clarification from the Proposal Contact 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.
- (3) 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 24 hours of the Proposal deadline. The Proponent assumes full responsibility for receipt of the Proposal by the deadline.

**(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 of time.

**(D) Verify, Clarify and Supplement**

- (1) When evaluating responses, DNSSAB may request further information from the Proponent or third parties in order 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 on the basis of 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 fifteen 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 into pursuant to this RFP, without first obtaining the written permission of the Proposal Contact.

**(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](mailto: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.

#### **4.7 Governing Law and Interpretation**

##### **A. Governing Law**

(1) The terms and conditions in this Part 4:

- (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);
- (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**