



# Request for Proposals

RFP 2024-16

Professional Project Management

Date issued:	<u>3/27/2024</u>
Question Deadline:	<u>4/8/2024</u>
Closing Date and Time:	<u>4/19/2024 at 1:00 pm</u>



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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), in partnership with the Nipissing District Housing Corporation (NDHC), to prospective Proponents to submit a Proposal for Professional Project Management as further described in [Part 2 – The Scope/Project Requirements \(the “Scope”\)](#).

DNSSAB/NDHC (further referred to as “DNSSAB”) are seeking the services of a professional Project Manager for Architecture/Engineering services. The Project Manager (or Consultant) will be responsible for coordinating the development of plans, providing technical designs, and construction contract administration services for various capital projects for the period of 01-May-2024 to 30-April-2027 with the option to renew for up to two additional one-year consecutive periods based on satisfactory performance. Projects may include but are not limited to rezoning requests, construction, building code searches, planning approvals with municipality, lease of land arrangements, renovation, maintenance, support of capital funding requests and other building/facility project related work.

This Request for Proposal (RFP) document sets out the requirements for the Proponent’s Proposal and specifies the evaluation criteria and Proponent selection process. Proponents must be able to demonstrate a thorough understanding of the requirements and provide their approach and methodology to the management and execution of various projects. The purpose of the RFP is to enable DNSSAB to identify the best qualified Proponent whose Proposal represents the best value to the organization.

The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Proposal. The purpose of the RFP is to enable DNSSAB to identify the best qualified Proponent whose Proposal represents the best value to and best fit with the organization. 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 Nipissing District Housing Corporation manages over 896 rent-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. The District of Nipissing Social Services Administration Board 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 the formal Contract between the DNSSAB and the Proponent. Deviations from the RFP must be clearly identified in the written submission.

Proposals are subject to a formal 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](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.

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 / PROJECT REQUIREMENTS

### **2.1 General**

DNSSAB invites Proposals from experienced professional Project Managers for Architecture/Engineering Services. Services are to be provided to DNSSAB on an as needed and when required basis. The Successful Proponent must possess demonstrated public consultation and facilitation skills in a municipal, government or not-for-profit environment, as well as effective construction administration/project management skills. The Proponent must also demonstrate project management experience and abilities in working with Indigenous and Francophone community groups.

Required Services will be determined on a Project-by-Project basis and may include but shall not be limited to any combination of providing or coordinating the following: design development, preparing working drawings, specifications, providing cost estimates, tender preparation and issuance as well as construction administration, and supervision. Projects assigned by DNSSAB or NDHC may consist of some or all the components listed above. Prior to assigning a Project to a Consultant, the Consultant will meet with representatives of DNSSAB or NDHC to discuss and review the scope of the Project. The Consultant will be required to provide a detailed work plan that outlines consulting costs and timelines as they relate to that particular Project. The Consultant costs will be based on the hourly rate submitted in their Proposal. The final work plan must be agreed upon by DNSSAB and the details of the plan will be included in a final agreement prior to commencement of the Project. The terms of payment for the Project may be determined by an overall upset limit, which shall be agreed upon in the Contract prior to commencement.

The Consultant will be required to provide documentation outlining the members of the project team assigned to each Project prior to commencement; changes to the project team at any time during the Project are subject to a written approval by DNSSAB.

### **2.2 Current Practice**

DNSSAB's contract for project management services has expired as of February 2024. Under the previous contract's terms, required support was determined on a project-by-project basis and included, but was not limited to: design & development, preparing working drawings/specifications, providing cost estimates, tender preparation and issuance as well as construction administration, and supervision.

Prior to assigning a particular Project to the previous Vendor, the parties would meet to discuss and review the scope of the Project. The Vendor was required to provide a detailed work plan that outlined consulting costs and timelines as they relate to that particular Project. The Vendor's preliminary support was charged based on the hourly rate submitted in their Proposal. All final work plans were mutually agreed to with the details of the plan included in a final agreement prior to commencement of the Project. The terms of payment for Projects were determined by an overall upset limit that was mutually agreed to prior to commencement.

At this time, DNSSAB does not have Projects requiring Services as listed in this RFP, however is undertaking this RFP process in anticipation of potential future Projects.

### **2.3 Design Expectations**

DNSSAB prefers a vendor who can:

- Work with DNSSAB staff during the 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.
- Provide detailed work plans with estimates as to a schedule, costs (by individual task and staffing breakdowns), and anticipated risks.
- Compose designs and drawings, detailed sketches, and comprehensive specifications for architectural, structural, mechanical, and/or electrical-based Projects.
- 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 in acquiring, promptly, all necessary permits (building, occupancy, etc.) and coordinate any relevant applications and approvals (i.e., severance and/or by-law amendments).
- Provide a communication plan to ensure DNSSAB is continuously updated on budget, construction and any disruptions in the Project.
- Assemble a complete master project budget spreadsheet for DNSSAB's approval.
- Assemble a complete master project schedule for DNSSAB's approval.
- Assemble a complete risk management plan for DNSSAB's approval.

#### **2.4 Tendering Expectations:**

DNSSAB prefers a vendor who can:

- Use a procurement process that includes risk mitigation strategies for all construction Projects.
- Assemble, issue and advertise bid solicitation documents to bidders.
- Monitor and respond to enquiries regarding bid requirements.
- Prepare and process addenda during bidding.
- Arrange for receipt of bids, the opening of bids, and comparative review.
- Report results of the tendering to DNSSAB for approval; may include presentation to the Board.
- Engage in contract negotiations and prepare construction contracts for DNSSAB endorsement.
- Arrange to receive WSIB Certificates, Bonds, Insurance Policies, Warranties and other relevant documents as required under the performance contract.

#### **2.5 Construction Administration**

DNSSAB prefers a vendor who can:

- Oversee each Project's scope of work, construction schedule and budget.
- Acts as a communication hub connecting DNSSAB, contractors and designers (i.e., arrange meetings, relay and document communications, etc.).
- Evaluate and advise on contractor proposals for all change notice requests.
- Prepare change orders and change directives for DNSSAB's approval.



- Provide regular reports on the trends and status of forecasts, construction schedules, costs (actual and risk), risks (especially the status of mitigation strategies), budget, variances, change orders, change directives, and cost changes (actual and forecast).
- Regularly conduct site reviews to record and report on work progress (with photographs and written descriptions of the accomplishments and work in progress).
- Ensure Project completion, review defects or deficiencies, and notify the contractor of all items requiring attention to ensure compliance with construction deliverables.
- Facilitate the takeover of the Project by DNSSAB upon completion with the submission of a construction manual that should include, but not be limited to, preventative maintenance schedules and warranty information.

### 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	3/27/2024	4:00 p.m.
Deadline for Questions	4/8/2024	4:00 p.m.
Deadline for Issuing Addenda	4/12/2024	4:00 p.m.
Closing Date	4/19/2023	4:00 p.m.

#### 3.2 Timeline Submission Instructions

Proposals received at or after 4:01 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 Submitted Bids

All bids are to be submitted in electronic format to [dnssab.contracts@dnssab.ca](mailto: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 24 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](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.

### **3.9 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](http://www.dnssab.ca) or through [www.bidsandtenders.com](http://www.bidsandtenders.com). If Addenda is issued after the deadline date, the closing date will 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 three stages described in further detail below:

- (a) Stage 1 – Mandatory Requirements (**pass/fail**)
- (b) Stage 2 – Evaluation of Rated Criteria and Submission of Proposals (**70 points / 100 points**) *Note: Further breakdown of Stage 2 scoring in Appendix C.*
- (c) Stage 3 – Evaluation of Pricing (**30 points / 100 points**) & References
- (d) Stage 4 – Selection and Final Negotiation

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

Stage 1 will consist of a review to determine which Proposals comply with the mandatory requirements outlined. 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 submission of the various Submission Form(s), which are located in **Appendix B – Mandatory Requirements**. 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 Proposals**

For Stage 2, each Proponent must complete a Proposal document. Further detail can be found in **Appendix C – Proposal Submission**. The Proposal must be signed by an authorized representative of the Proponent. Please note, proponents can alter and make changes to the Submission Form, as well as submit supplemental or supporting materials.

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

For Stage 3, each Proponent must complete the Pricing Form located in **Appendix D – Financial Submission** 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. If required, proponents may make minor changes to the pricing form.

### **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 may be disqualified.

### **Evaluation and Pricing**

Stages 2 and 3 will consist of a scoring by DNSSAB of each qualified Proposal based on the rated criteria and the pricing in accordance with **Appendix C and Appendix D**. DNSSAB, at its discretion, may shortlist up to three (3) Proponents for a final presentation to DNSSAB, however, should DNSSAB deem it to be in its best interest, it may expand or contract this number accordingly and/or select a proponent based solely on the evaluation of the proposals received.

### **Reference Form**

Each Proponent must complete the Reference Form **Appendix E** and include it with its submitted Proposal. Reference follow-up may be conducted with all shortlisted Proponents.

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

Proponents should submit one (1) signed copy for each of the Mandatory Requirements Form(s), the Proposal Submission, and the Pricing Form, in separate files for each. Proposals are to be submitted to [dnssab.contracts@dnssab.ca](mailto: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: **“2024-26 RFP Mandatory Requirements <Insert firm name>”**. Please reference **Appendix B**.



- b) The Proposal Submission (Proposal) should be saved to a MS Word or .PDF file, indicating the Proponents name and address, and saved as: **“2024-16 RFP Proposal <Insert firm name>”**. 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: **“2024-16 RFP Financial Submission <Insert firm name>”**. Please reference **Appendix D.**

**3.12 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 optional presentation and subsequent question period will be the final stage of the Proponents overall evaluation.

**3.13 Cumulative Score**

Only those Proponents who have satisfied all requirements of this RFP will receive a Cumulative Score. At this stage, the Evaluation Committee will combine each participating Proponent's Proposal Score, Pricing Score and if applicable, Reference results to determine the Proponent's cumulative score ("Cumulative Score")

This Cumulative Score will provide the Evaluation Committee with its final ranking of the Proponent(s), which will then inform the Evaluation Committee as to their recommendation(s) for a Preferred Proponent (s). The Preferred Proponent(s) will be submitted to DNSSAB for final approval and determination of the Successful Proponent(s).

**3.14 Clarification**

During the evaluation process and at its sole discretion, the Evaluation Committee may request clarification from a Proponent of any aspect of a Proposal to assist the Evaluation Committee's interpretation and evaluation of a Proposal, including requesting additional information of Pricing breakdown. The Evaluation Committee reserves the right to consider and rely on such further information and clarifications in evaluating a Proposal and selecting a Preferred Proponent(s). It shall not be considered as an alteration of a Proposal nor be constituted as negotiation or re-negotiation.

The right to clarify does not impose upon the Evaluation Committee a requirement to clarify any part of a Proposal where the Proposal is deficient (i.e., where the Proponent did not respond), inconsistent, or otherwise not acceptable in any aspect. All requests for clarification and responses will be conducted through the Procurement Representative and shall be in writing. Any such request does not constitute an acceptance of a Proposal.

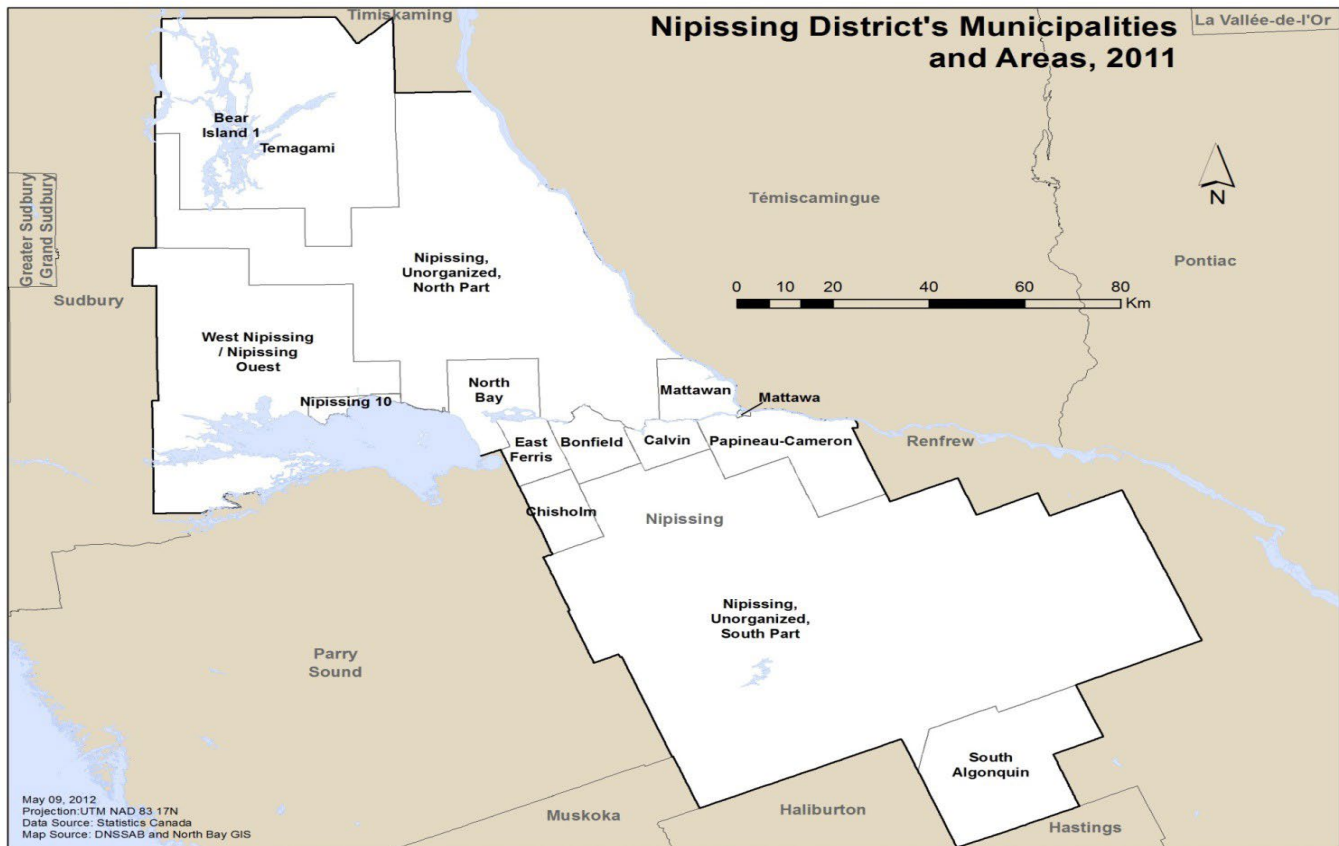
**3.15 Selection and Final Negotiation**

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

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

#### Proponent's Information

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

#### Proponent's Declaration

Please initial beside each statement with which you agree. Only those Proponents who have initialed each statement of the Proponent's Declaration will be considered unless an explanation is provided. Failure to agree to any statement may disqualify your Proposal at DNSSAB's discretion.

I/WE have reviewed all documents associated with this RFP, **including Appendix F** 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.

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'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's Personnel and/or the media.



**Request for Proposals**  
**RFP 2024-16: Professional Project Management (Architect)**



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'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 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, including Non-Resident Proponent, shall charge applicable HST for Ontario.

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 safe and harmless from any property damage; or claims by individuals or third parties, including any legal costs incurred by DNSSAB 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 REQUIREMENT - FORM 2 – PROPOSAL REQUIREMENTS

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

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	I/WE are currently holders of a Registered Professional Engineer stamp.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE agree that Pricing will be honoured throughout the contract term with no annual price increases during the contract term.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will ensure that there will be a single point of contact between DNSSAB/NDHC and our firm for the contractual term.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE either have a local office, are in close proximity to North Bay and/or are familiar with the District of Nipissing area that I/we understand the soil conditions, snowfall, bedrock, temperature, weather, etc. of the area.

**Completed by:**

\_\_\_\_\_

Company

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title



## MANDATORY REQUIREMENT – FORM 3 - REQUIRED DOCUMENTS

Proponents are required to submit, or may be asked to submit upon request, each of the following document(s). Failure to provide the required documentation may result in disqualification, and your Proposal and/or ability to negotiate a contract with DNSSAB or NDHC may receive no further consideration.

**YES    NO**

    I/WE are able to submit a copy of a current Business License (confirms five or more years of business)

    I/WE are able to submit verification of General Liability (Damage and Liability) Insurance coverage of at least \$5 000 000.00.

    I/WE are able to submit verification of Professional Liability Insurance coverage of at least \$2 000 000.00.

    I/WE are able to submit verification of Auto Insurance coverage of at least \$1 000 000.00.

    I/WE have and can submit upon request a current and valid copy of the Engineering License issued by Professional Engineers Ontario (PEO) for the Principal Engineer.

    I/WE have and can submit upon request a current and valid copy of the Certificate of Authorization (COA) issued by Professional Engineers Ontario (PEO) for the firm.

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

    I/WE have and can submit upon request a current and valid copy of the Architect License issued by the Ontario Association of Architects (OAA) for the assigned Principal Architect.

    I/WE have and can submit upon request a current and valid copy of the Certificate of Practice issued by the Ontario Association of Architects (OAA) for the firm.

    I/WE have and can submit a current and valid copy of our Letter of Good Standing (Schedule 2) from the Workplace Safety and Insurance Board or verification of employer's liability insurance or submission of a letter of Good Standing from WSIB that confirms status as Independent Operator status along with an identification number.

    I/WE have and can submit a current and valid copy of our Certificate of Clearance (Schedule 1) from the Workplace Safety and Insurance Board or verification of employer's liability insurance.

**Completed by:**

\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*



## MANDATORY REQUIREMENT – FORM 4 – PARTICIPATING ENTITIES

Agreements with any Participating Entity made by the Proponent will not release the Proponent from any obligation to DNSSAB concerning the performance of its obligations under the contract. DNSSAB will not be responsible for payment to the Proponent's Participating Entities if the Proponent defaults on its responsibilities. It is the responsibility of the Proponent to communicate 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:

<b>Yes</b>	If Participating Entities are associated with this Proposal, provide details using the table below.
<b>No</b>	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).**

ROLE <i>(goods and/or services involved with)</i>	PARTICIPATING ENTITY			
	Company	Address	Contact Person	Type
				<input type="checkbox"/> Sub-consultant <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Distributor <input type="checkbox"/> Dealer <input type="checkbox"/> Reseller <input type="checkbox"/> Other
				<input type="checkbox"/> Sub-consultant <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Distributor <input type="checkbox"/> Dealer <input type="checkbox"/> Reseller <input type="checkbox"/> Other
				<input type="checkbox"/> Sub-consultant <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Distributor <input type="checkbox"/> Dealer <input type="checkbox"/> Reseller <input type="checkbox"/> Other
				<input type="checkbox"/> Sub-consultant <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Distributor <input type="checkbox"/> Dealer <input type="checkbox"/> Reseller <input type="checkbox"/> Other
				<input type="checkbox"/> Sub-consultant <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Distributor <input type="checkbox"/> Dealer <input type="checkbox"/> Reseller <input type="checkbox"/> Other





**Request for Proposals**  
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**Completed by:**

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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## APPENDIX C – PROPOSAL SUBMISSION

### Content of Submissions

The DNSSAB invites submissions from qualified consultants. Submissions shall be no more than 20 pages of content in length, excluding appendices, using a twelve-point font.

Submissions shall include the following information:

1. Please provide a brief history of your firm; include details of your firm's location, purpose, structure, relevant policies (accountability, sustainability, accessibility, and confidentiality), its history with working with public entities, experience with multi-unit residential experience, and a full listing of all designated Personnel's title, role, experience and qualification.
2. Describe how your firm can ensure that DNSSAB/NDHC meets its current and future needs at a high level.
3. At a high level, address how you will meet the **Design Expectations** outlined in **Section 2.3**.
  - a) Confirm what role you would expect to take during the development of a business case and outline what type of information you would require (i.e., associated existing studies, reports and documentation) to help identify and define scope, schedule, budget, barriers, and legislative/regulatory requirements for an anticipated Project.
  - b) Confirm if you can compose designs and drawings, detailed sketches, and comprehensive specifications for architectural, structural, mechanical, and/or electrical-based Projects; provide a template/examples for review.
  - c) Describe how you will ensure all Projects conform to legislation and code requirements (Planning Act and Ontario Building Code).
  - d) Confirm if you have the capacity to acquire all necessary permits (building, occupancy, etc.) and assist with the submission of any relevant approval and applications (i.e., severance and/or by-law amendments).
  - e) Please describe your communication plan, providing examples / templates for review.
  - f) Please describe your approach to project scheduling, providing examples / templates for review.
  - g) Please describe what is included in your Risk Management Plan, providing examples / templates for review.
4. At high level, address how you will meet the **Tendering Expectations** outlined in **Section 2.4**.
  - a) Confirm if and how the procurement process you use will provide structure for risk mitigation activities during construction.
  - b) Please describe how you will assemble, issue and advertise bid solicitation documentation to bidders in conformance with the Broader Public Sector Accountability Act; ensure to confirm where you will be posting bids; provide a template/examples for review.



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- c) Please describe how you will arrange to receive bids, open bids, complete comparative reviews, and report the tendering results to DNSSAB.
  - d) Confirm that you have the capacity to engage in contract negotiations and prepare construction contracts for DNSSAB/NDHC's endorsement.
  - d) Confirm that you have the capacity to request and receive WSIB Certificates, Bonds, Insurance Policies, Warranties and other relevant documents as required under the performance contract.
5. At a high level, address how you will meet the **Construction Administration** expectations outlined in **Section 2.5**.
- a) Outline the procedures you have in place to oversee each Project's scope of work, construction schedule and budget.
  - b) Confirm how you will act as a communication hub connecting DNSSAB/NDHC, contractors and designers (i.e., arrange meetings, relay and document communications, etc.).
  - c) Please describe your Change Management process when dealing with contractors and vendors.
  - d) Describe how you will provide regular reports on the trends and status of forecasts, construction schedules, costs (actual and risk), risks (esp. status of mitigation strategies), budget, variances, and change orders, change directives, and cost changes (actual and forecast); provide a template/examples for review.
  - e) Outline the process you have in place to ensure Project completion and transition as required to DNSSAB or NDHC.
6. Lastly, describe any unique or additional services you are able to offer (i.e., certified energy consultants on staff etc.).

**Scoring Breakdown for Proposal Submission (Total 70 points):**

- **History and Experience – 15 points**
- **Meets DNSSAB / NDHC needs – 10 points**
- **Design Expectations – 20 points**
- **Tendering Expectations – 10 points**
- **Construction Expectations – 10 points**
- **Unique or Additional Services – 5 points**

**Note: Proponents must score 45/70 to qualify.**



## **APPENDIX D – FINANCIAL SUBMISSION**

Provide a detailed breakdown of all costs associated with your Solution in the Pricing Table below. 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 30 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.

Please note Proponents may alter the Financial Table, by way of adding rows for additional items not mentioned. Proponents may also convert Pricing Table to an Excel file for submission.

Proponents may add different rates under the same category, if for example a Junior vs. Senior Consultant may charge different rates.

If no price is available / applicable for any particular category, please leave blank.

***Pricing Table on the following page(s):***



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HOURLY RATES	PERSON NAME	SPECIALIZED ROLE <i>(if applicable)</i>	STATUS <i>(if applicable)</i>	RATES <i>(Maximum rate)</i>	OFFICE USE
Architect			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*200 instances
Engineer			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*200 instances
Project Manager			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*150 instances
Contract/Construction Administrator			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*150 instances
Interior Designer			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*10 instances
Technologist			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*50 instances
Technician			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*50 instances
Assistant/Interns			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*25 instance
Administrative Staff			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*10 instance
Clerical Staff			<input type="checkbox"/> Principal <input type="checkbox"/> Senior <input type="checkbox"/> Assistant <input type="checkbox"/> Licensed		*10 instance



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<b>EXPENSES (If applicable)</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>OFFICE USE</b>
Printing Costs (b&w - letter size)			*1 instance
Printing Costs (b&w - drawing size)			*1 instance
Printing Costs (colour - letter size)			*1 instance
Printing Costs (colour - drawing size)			*1 instance
PDF Drawings			*1 instance
AUTOCAD Drawings			*1 instance
Day Site Visit	Per KM rate		*500 instances
Equipment Rental Mark-Up	% mark-up		1250*unit price
Participating Entities Mark-up	% mark-up		100,000*unit price

**Completed by:**

\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

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## APPENDIX E – REFERENCE FORM

Please provide a minimum of three (3) unique references from companies (DNSSAB 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.

Reference interviews (combined) will count for 5 out of 100 in total RFP score.

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

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## APPENDIX F – 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.

"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 attend 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.

"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 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 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.

**(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 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 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.

#### **4.8 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**