



**NEGOTIATED REQUEST FOR PROPOSALS FOR:
PROVISION OF SERVICE(S) FOR BRANDON RESIDENTS
NEAR LAWSON LODGE IN BRANDON**

NRFP #: 2023-005-P-7606

Issued By: The Manitoba Housing & Renewal Corporation

Issue Date: April 6, 2023

Submission Deadline: April 27, 2023, 2:00:00 p.m. Central Time

Proposals should be enclosed in a sealed envelope delivered to:

The Manitoba Housing & Renewal Corporation
253 9th Street
Brandon, MB R7A 6X1
Attn: Sean Gautama

The NRFP #, Submission Deadline, and the Proponent's name and return address should appear on the face of the envelope.

This information is available in alternate formats, upon request.
Please contact 204-945-3744 or by email at fswebunit@gov.mb.ca

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1.0 INTRODUCTION

1.1 Background

The Manitoba Housing & Renewal Corporation (MHRC) believes that providing affordable, quality housing is central to the health, social and economic well-being of all of our housing tenants. Our goal is to promote safe, healthy communities that are inclusive and encourage self-reliance and shared housing responsibility.

The purpose of issuing this Negotiated Request for Proposals (NRFP) is to seek a Proponent(s) to provide services directed towards adults in Brandon within the one-storey, approximately 6,400 square foot commercial space available at 241-8th Street, in Brandon, Manitoba. The enclosed map in Appendix 'A' provides greater detail about the space. A site visit can be arranged for the purposes of a Proponent seeking information with which to help develop a Proposal. Proponents may contact the MHRC Brandon District Office at (204) 726-6455 to arrange a site visit. No site visits will be allowed after the Submission Deadline.

Lawson Lodge is a 7-storey, 52-unit, Elderly Persons Housing (EPH) property owned and operated by MHRC. The address is 261 – 8th Street, and is functionally connected to the commercial space adjacent to it. Lawson Lodge was built in 1978, and features 38 studio (bachelor) suites, 12 one-bedroom suites, and one two-bedroom suites. Tenants must be 55 years of age or older, or exhibit the lifestyle of a senior to be considered for tenancy. Currently, the average age of residents is 62 years, and there are roughly the same percentage of females as there are males. The cost for the Proponent to rent the space from MHRC is \$1 per year. MHRC is responsible for the payment of property taxes. All utility costs associated with the space are the responsibility of the Proponent, as are any and all licencing fees associated with providing the service(s). A competitive project selection process is being used to ensure that the most appropriate, sound and cost-effective proposal proceeds to a formal commitment to provide service(s).

1.2 Financial Assistance

Financial Assistance from MHRC is limited to the Accepted Proponent being charged a yearly rent of \$1 for the commercial space located at 241 – 8th Street, Brandon, Manitoba.

1.3 Project Specifications

Client Group

The client group for the service(s) that could be delivered is senior men and women over the age of 55 living in Brandon who are of low to moderate income, and who would benefit from social, health, and overall well-being related services. Services could also concurrently apply to adult men and women under the age of 55.

Proponent

Eligible Proponents could include for-profit or non-profit entities seeking to deliver a service(s) to the client group. These Proponents may partner with other organizations to provide the required support services designed for the intended client group. Prospective Proponents should consider whether they believe their service(s) and organization align with this location and space, and how they and / or their service(s) align with the priorities of MHRC and the Department of Families.

1.4 Definitions

For the purpose of this NRFP:

- **“Accepted Proponent”** means a Proponent that has been selected after the evaluation process to enter into negotiations with MHRC.
- **“Agreement”** means a lease agreement between the Accepted Proponent and MHRC, for the former to provide services in the commercial space known as 261 – 8th Street, Brandon, Manitoba.
- **“Client Group”** means the target population as described in Section 1.3 to benefit from the services of the Accepted Proponent.
- **“Coordinator”** means the individual who on MHRC’s behalf is responsible for the administration of the NRFP process, and as of the date on which this NRFP is issued, is the individual named in Section 2.1.
- **“Evaluation Committee”** means the group of individuals brought together by MHRC for the purpose of assessing how well the Proposals meet the Evaluation Criteria.

- **“Evaluation Criteria”** means those criteria against which Proposals will be assessed to determine how well they meet MHRC’s requirements.
- **“Mandatory Requirements”** means the minimum elements that a Proposal must contain in order to receive further consideration, as set out in Section 3.3.
- **“Proponent”** means an individual, partnership, non-profit or for-profit corporation, or any other legal entity that submits a Proposal to MHRC in response to this NRFP.
- **“Proposal”** means a written submission by a Proponent in response to this NRFP, which includes all of the documentation necessary to satisfy the submission requirements of the NRFP.
- **“NRFP”** means this Negotiated Request for Proposals package in its entirety, inclusive of all schedules and appendices and all addenda that may be issued by MHRC in respect of the NRFP.
- **“Shall”** and **“Must”** denote a requirement that MHRC regards as critical. Failure of a Proponent to acknowledge the requirement and affirm its ability to meet the requirement will result in a significantly reduced rating in the evaluation of the Proposal.
- **“Submission Deadline”** means the date and time set out on the front page of this NRFP.
- **“Will”** or **“Should”** denote a requirement that MHRC regards as an important objective. Failure of a Proponent to acknowledge the requirement and affirm its ability to meet the requirement will result in a reduced rating in the evaluation of the Proposal.

2.0 PROPONENT’S INSTRUCTIONS

2.1 Submission Address and Deadline

Proponents must submit four (4) hard copies of their Proposal and one copy in Adobe PDF format on a USB stick, addressed as follows and delivered to:

MHRC
253 9th Street
Brandon, MB R7A 6X1
Attn: Sean Gautama

Proposals submitted by facsimile transmission (fax) or electronic mail (e-mail) will not be accepted. Proposals must be received no later than the Submission Deadline (as indicated on the front page of the NRFP) at the above address.

Proposals received after the Submission Deadline will not be accepted and will be returned to the Proponent unopened.

The Coordinator may extend the Submission Deadline by issuing an addendum at any time prior to the Submission Deadline or prior to the date and time previously specified in any addendum extending the Submission Deadline. Addenda will be posted on MHRC's website at <https://www.gov.mb.ca/housing/progs/rfp.html> It is the responsibility of Proponents to check MHRC's website for any addenda.

Proposals should be submitted in a sealed envelope and delivered in person or by courier to the above noted address. The envelope should be clearly marked with the NRFP number, the Submission Deadline and the Proponent's name and return address.

The appropriate signing officer or officers of the Proponent must sign Proposals, in ink. Proposals, once submitted, become the property of MHRC. All Proposals will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of *The Freedom of Information and Protection of Privacy Act*, *The Personal Health Information Act*, or otherwise by law.

It is solely the Proponent's responsibility to ensure that the Proposal is received at the designated location prior to the Submission Deadline. MHRC is not responsible for lost Proposals.

2.2 Proposal Inquiries

Proponents shall be solely responsible for obtaining all information that may be necessary in order to understand the requirements of this NRFP and submit a Proposal in accordance with the terms and conditions of this NRFP. No allowance shall be made for the failure of a Proponent to obtain such information or to make such

investigations.

Proponents shall examine the NRFP as soon as possible after receipt. If a Proponent discovers any errors or omissions, the Proponent shall notify the Coordinator as soon as possible so further instructions may be issued to all Proponents before the Submission Deadline. MHRC endeavours to provide accurate information however it is not responsible for errors or omissions.

All inquiries related to this NRFP are to be made, in writing by e-mail, at least 5 business days prior to the Submission Deadline to:

Sean Gautama
Contract Administrator
Email: sean.gautama@gov.mb.ca

Proponents are responsible for ensuring that MHRC has received their inquiries at least 5 business days prior to submission deadline.

2.3 Proposal Format

Proponents must submit their Proposal setting out the information requested in Section 2.4 of this NRFP and any relevant comments, according to, and in the order of, the various sections, subsections, and clauses presented in this NRFP. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information. Failure to respond to any section, subsection or clause will reduce the assessed value of the Proposal. Failure to respond to any of the Mandatory Requirements within the rectification period will result in the rejection of the Proposal.

All Proposals should be submitted in an 8.5" x 11" format and bound in such a manner as to lay flat when opened.

2.4 Proposal Content

Proposals must contain the following items:

A. Letter of Introduction

A letter introducing the Proponent and signed by the persons authorized to sign on behalf of and to bind the Proponent to the

statements made in response to this NRFP.

B. Proponent Qualifications

Information about the Proponent, including:

- An organizational profile that includes the applicant organization's origins and history, mandate, as well as the organization's experience and capacity to deliver the service(s) they propose.
- The organizational profile must also include information on the sustainability of the Proponent's organization via a detailed estimate of operating costs and the identification of funding sources used by the Proponent, if applicable.
- Human resources (numbers and types), this refers to individuals employed by the Proponent, organization or professionals hired to provide a service, not the Board of Directors.
- If presently incorporated, a copy of the organization's Articles of Incorporation, including any amendments and/or relevant corporate by-laws, and current list of Board of Directors.
- If not incorporated, details on current group membership and prospective plans for incorporation, if applicable.
- A copy of the organization's latest annual report and audited financial statements for the parent company and any subsidiary corporation involved in the Proposal, if applicable.

Proponents should submit three (3) professional references if available. References should include how the Proponent has successfully delivered similar services in the past.

Proponent's status in relation to MHRC and the Province of Manitoba and record of past performance may be a factor in MHRC's determination of the Proponent's capacity. Proponents should provide contact information for any Provincial contacts that may speak to past or current delivery performance.

2.5 NRFP Terms and Conditions

A Proponent should clearly understand, and by submitting a Proposal agree, that its Proposal or any part of its Proposal is subject to the following conditions, in addition to any other terms and conditions set out in this NRFP:

A. Disqualification

No Proposal will be considered which is received after the Submission Deadline. No Proposal will be considered that is in any way conditional or that proposes to impose conditions on MHRC that are inconsistent with the requirements of this NRFP and the terms and conditions stipulated herein.

B. Right of Rejection

The submission of a Proposal, the receipt of a Proposal by MHRC and the opening of a Proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a Proposal. A Proposal is not, and shall not be deemed, in any way to be a unilateral contract. Selection of a Proposal after an evaluation process shall be deemed to only be an opportunity to enter into negotiations with the Proponent.

C. Conflict of Interest

MHRC may reject any Proposal if MHRC, in its sole discretion, determines that an actual or potential conflict of interest exists.

D. Amendment of NRFP

MHRC may amend or clarify this NRFP by one or more addenda issued before the Submission Deadline. MHRC will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda which extends the Submission Deadline.

E. Right to Reissue NRFP

MHRC reserves the right to reissue the NRFP where, in MHRC's sole opinion, an insufficient number of Proposals submitted in response to the NRFP warrant acceptance or where it would be in the best interest of MHRC to do so.

F. Cost of Proposal

All costs incurred in the preparation, presentation and submission of a Proposal and all related costs, including, without limitation, rectification and providing additional information, shall be borne entirely by the Proponent.

G. Cancellation of NRFP

MHRC may cancel this NRFP at any time, with no liability whatsoever to any Proponent.

H. No Contract A and No Claims

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

(a) this NRFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the Proponent nor MHRC shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the NRFP process, including any decision by MHRC to enter into an Agreement with a Proponent, any decision by MHRC not to enter into an Agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

I. No Contract until Execution of Written Agreement

This NRFP process is intended to identify a prospective service provider for the purposes of negotiating a potential Agreement. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and MHRC by this NRFP process until the successful negotiation and signing of a written Agreement for the acquisition of the Services.

J. Non-binding Price Estimates

While pricing information, if any, provided in Proposals will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of MHRC to enter into an Agreement for the Services.

K. Decisions of Evaluation Committee

All decisions on the degree to which a Proposal meets the stated criteria or the score assigned to a Proponent or to part of a Proposal will be determined solely by the Evaluation Committee. The Evaluation Committee's determinations in this regard are final and may not be appealed by a Proponent.

L. Project Partnerships

Project partnership responses will be accepted with the understanding that MHRC will regard only one of the parties of the partnership as the Proponent. Proposals must clearly indicate which party is the Proponent. The Proponent will be completely responsible for all additional parties.

M. Interpretation and Governing Law

These NRFP Terms and Conditions (Section 2.5):

(a) are intended to be interpreted broadly and independently (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 Manitoba and the federal laws of Canada as applicable.

2.6 Amendment or Withdrawal of Proposal

Proponents may amend Proposals submitted in response to this NRFP prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Proposal that clearly indicates that it is to replace the Proposal previously submitted by the Proponent.

Amendments submitted after the Submission Deadline will not be considered by MHRC.

It will be solely the responsibility of the Proponent that submits an amendment to ensure that the amendment is received prior to the Submission Deadline.

All amendments or requests to withdraw a submitted Proposal shall be in writing submitted to MHRC at the address set out in Section 2.1 of this NRFP. All such amendments or requests shall be submitted on the Proponent's letterhead and shall be signed by the persons authorized to sign on behalf of and to bind the Proponent.

3.0 PROPOSAL EVALUATION AND SELECTION

3.1 Evaluation Committee

The Evaluation Committee will be made up of representatives from MHRC. The Evaluation Committee will be responsible for reviewing and evaluating Proposals submitted in response to this NRFP. MHRC may, at its sole discretion, retain additional committee members or professional advisors as is determined to be prudent or necessary.

3.2 Evaluation Process

The NRFP evaluation process is a selection procedure to determine the ranking of Proposals to determine the Proponent(s) to invite to enter into negotiations to finalize an Agreement. It will be finalized through completion of the following stages:

- 1) Proponents to submit Proposals to MHRC in response to this NRFP.
- 2) MHRC will screen Proposals to ensure that the Proposals meet all mandatory requirements of this NRFP. If a Proposal fails to satisfy any of the mandatory submission requirements, MHRC

will issue a rectification notice to the Proponent. The rectification notice will identify the deficiencies and provide the Proponent with a period of three (3) business days (the Rectification Period) to rectify the identified deficiencies. If the Proponent fails to satisfy these mandatory submission requirements within the Rectification Period, its Proposal will not be considered further.

- 3) Proposals that meet the Mandatory Requirements of this NRFP will be evaluated and ranked by the Evaluation Committee in accordance to the criteria identified in Section 3.4, to determine which Proposals are most responsive to the requirements detailed in this NRFP and provide the best overall value to MHRC.
- 4) Final project selection is based on the established Evaluation Criteria, as well as other factors such as MHRC's strategic priorities.

3.3 Mandatory Requirements

Proposals will be screened by reference to the Mandatory Requirements. The Mandatory Requirements are:

- Receipt of Proposal prior to the Submission Deadline.
- Submission of four (4) hard copies and one electronic copy in Adobe PDF format on a USB of the Proposal.

3.4 Evaluation Criteria

Proposals that meet the Mandatory Requirements of this NRFP will be evaluated on the basis of the Evaluation Criteria outlined below. The Evaluation Criteria is a tool for evaluation, but is not the sole criterion for a decision.

Proponents are advised to carefully review the Evaluation Criteria prior to preparing their Proposals in response to this NRFP.

Step One: Business Case

| | |
|--|-------------------|
| 1. Proponent Qualifications | 30 maximum points |
| 2. Proposal Concept | 30 maximum points |
| 3. Financial Viability and Value for Money | 25 maximum points |
| 4. Risk Management Plan | 15 maximum points |

100 maximum points

Proposals will be scored using a point ranking system based on Evaluation Criteria 1 through 4 above, referred to as the Business Case for the Proposal. Total points will be calculated for each Proposal and Proponents will be ranked in order from highest to lowest points. Proponents should note the following:

- **Proponent Qualifications** – Proposals will be evaluated on the demonstrated experience, expertise, capacity and track record of Proponents with providing service to the Client Group. Maximum points will be awarded to Proponents with extensive and successful documented experience in providing service(s). Some points will be awarded to Proponents with some experience with similar or somewhat different types of service delivery. Minimal points will be awarded to Proponents that have little or no experience.

Proponents who provide three (3) references will be awarded maximum points. Scoring will be reflective of the quantity AND quality of the references in relation to Proponent's ability and capacity to deliver services.

Proponent's status in relation to Manitoba and record of past performance may be factored into Manitoba's determination of the Proponent's qualifications to provide the Services. The status in relation to Manitoba and record of past performance of the top-ranked Proponent will be assessed.

- **Proposal Concept** – Proposals will be evaluated on the clarity and soundness of the overall Proposal. This shall include, but not be limited to, consideration of whether the services proposed in the Proposal will serve the anticipated needs of the Client Group.
- **Financial Viability and Value for Money** – Proposals will be evaluated on the financial feasibility and sustainability of the Proposal and the Proponent. This will include, but not be

limited to, such elements as evidence of positive project cash flow, reasonableness of fundraising targets, and documented availability/confirmation of all non-MHRC funding, if applicable.

- **Risk Management Plan** – Proposals will be evaluated on the appropriateness and awareness of potential Proposal risks and a plan to mitigate identified risks, if applicable.

3.5 Negotiation of Agreement

MHRC may invite the top-ranked Proponent, as determined through the evaluation process, to enter into negotiations to finalize an Agreement. Negotiations may include requests by MHRC for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by MHRC for improved pricing or performance terms from the Proponent.

MHRC intends to conclude negotiations with the top-ranked Proponent within a period of seven days commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the Agreement within that time period, MHRC may discontinue negotiations with the top-ranked Proponent and invite the next-best-ranked Proponent to enter into negotiations. This process shall continue until:

- (a) an Agreement is successfully negotiated and finalized;
- (b) there are no more eligible Proponents remaining; or
- (c) MHRC elects to cancel the NRFP process.

If MHRC and a Proponent successfully negotiate the Agreement, MHRC will prepare the finalized Agreement for signing by both parties. There will be no legally binding relationship created with any Proponent prior to the signing of the Agreement, and the performance of any work will not commence until the Agreement is fully signed by both the Proponent and MHRC. MHRC is not responsible for any costs incurred prior to the execution of the Agreement.

3.6 Notification to Proponents

MHRC will notify all Proponents of the outcome of the NRFP process,

after the Agreement is signed. If MHRC decides not to enter into an Agreement with any Proponent, all Proponents will be given written notice of the decision.

3.7 Estimated Timetable

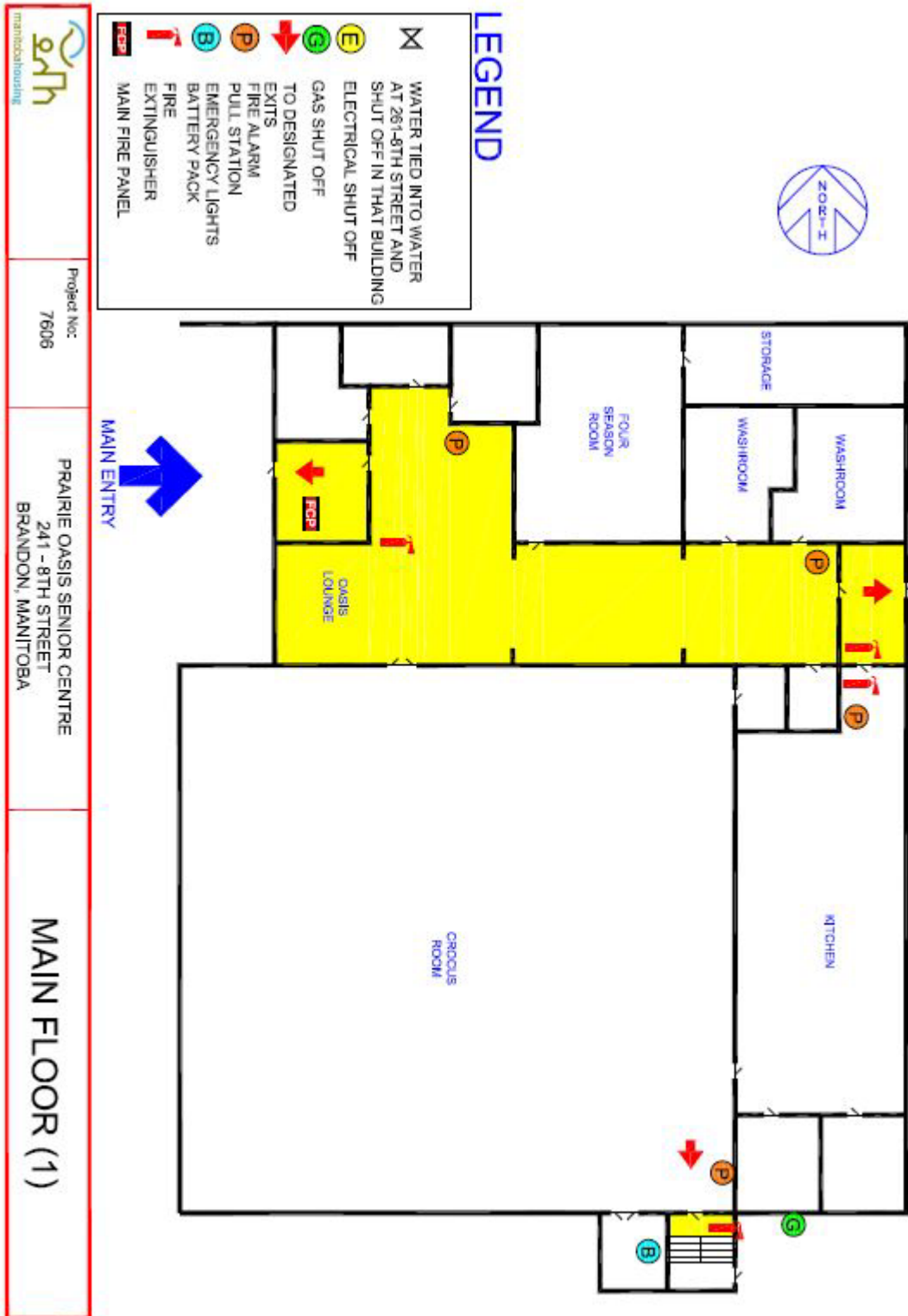
Proposals submitted under this NRFP proceed through an application and review process as outlined below. The following dates are targets only and are subject to revision by MHRC.

| Milestone | Projected Date |
|---|-----------------------|
| Release of Request for Proposals (NRFP) | April 6, 2023 |
| Last day for Proponents to submit inquiries | April 20, 2023 |
| Submission Deadline for Proposals | April 27, 2023 |
| Rectification Period | 3 days |
| Evaluation of Proposals and Selection Completed | May, 2023 |
| Negotiation Period | 7 days |

3.8 Clarifications

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted by the submission deadline, provide new information or to promote the Proponent's submission. The Evaluation Committee may request this further information from one or more Proponents and not from others. Clarification requests may have a response time that must be met by the Proponent.

Appendix 'A'



Project No:
7606

PRAIRIE OASIS SENIOR CENTRE
241 - 8TH STREET
BRANDON, MANITOBA

MAIN FLOOR (1)

Appendix 'A'

