



Métis Nation of Ontario
HousingInvestments
INCORPORATED

Request for Proposals

Develop a Detailed, Measurable Implementation
Plan and Marketing Strategy for the Metis Nation
of Ontario Housing Investments Inc. (MNOHII)
Business Plan

Issued: **December 1, 2010**

Proposal Submission Deadline: **January 6, 2011**

Forward Reply to:

Jean McIsaac-Wiitala, Executive Director,
MNO Housing Investments Inc.
231 South Brodie Street
Thunder Bay, ON P7E 1C1
E-mail: jeanm@metisnation.org
Phone: 807-626-9876 Fax: 807-626-9030

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals ("RFP") is an invitation to prospective proponents to submit proposals for the **Development of a detailed and measurable implementation plan and marketing strategy for the Métis Nation of Ontario Housing Investments Inc. Business Plan** as further described in Part 2 - The Deliverables (the "Deliverables"). This RFP is issued by the Métis Nation of Ontario as represented by the **Métis Nation of Ontario Housing Investments Inc. – Housing Inc.** (the "Housing Inc.").

1.2 Type of Contract For Deliverables

The selected proponent will be required to enter into an agreement with the Housing Inc. for the provision of the Deliverables in the form attached as Appendix A to this RFP. It is the Housing Inc.'s intention to enter into an Agreement with only one (1) legal entity. The term of the agreement is to be for a period of **2 months** with an option in favour of the Housing Inc. to extend the agreement on the same terms and conditions for an additional term of up to **2 months**. It is anticipated that the agreement will be executed on or around **January 10, 2011**.

A proponent who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its proposal or after receiving notice of selection, may be disqualified.

1.3 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

"Housing Inc. Contact" means:

Jean McIsaac-Wiitala
Facsimile No.: (807)-626-9541
Email: jeanm@metisnation.org

1.4 Objectives of the Project:

The proponent will assist the Métis Nation of Ontario Housing Investments Inc. (MNOHII) in the development of a detailed implementation plan and marketing strategy for the existing business plan of the Housing Inc. The proponent will develop a **five year** overall plan with three (3) years of detailed implementation plan and marketing strategy using an existing five (5) year business plan as the framework. The plan and marketing strategy must include:

1. Detailed monthly objectives for moving the MNOHII forward during the first three years of its operation and quarterly broader objectives for 2 additional years.

2. Include benchmarks, deliverables and related estimated financials with projected income streams for each of those three years in a way that can easily be monitored.

1.5 **Background of the Project:**

In the 2008-09 fiscal year, the Métis Nation of Ontario (MNO) developed a Strategic Plan and Economic Development Strategy with the financial support of both the Ministry of Aboriginal Affairs and the Office of the Federal Interlocutor. The Métis Nation of Ontario, as well as both the federal and provincial governments have identified economic development as a very high priority. All three parties are focused on moving the economic development agenda forward and supporting the work required to firmly establish the Métis Nation of Ontario Housing Investments Inc. (MNOHII).

The MNO has a Housing Branch located in Thunder Bay. The MNO Housing Branch is the only Branch that has the capacity and ability to earn revenue for the MNO. The Branch is the authorized delivery agent for a number of programs related to assisting low income homeowners to repair, rehabilitate and/or modify substandard housing e.g. RRAP etc. The Branch also delivers the Rural and Native Housing Program that manages and maintains a number of rental units in a vast geographical area of the North West called the Thunder Bay Portfolio plus a smaller geographical area called the North Bay Portfolio and specializes in providing property inspection services.

In the 2009-10 fiscal year, the MNO set up a new corporation, the MNOHII. A five year business plan was developed and an interim Board of Directors was put in place. In March 2010, the MNOHII business plan was approved by the Métis Nation of Ontario's governing body, the Provisional Council of the Métis Nation of Ontario (PCMNO).

The goal of the MNOHII, a sole share, for-profit corporation, is to undertake development activities to maximize financial, social and economic returns to the Métis Nation of Ontario and its communities. **REFER TO BUSINESS PLAN ATTACHMENT**

The MNOHII Mission Statement is to:

- Offer Métis owned rental housing and home owner opportunities and services across Ontario
- Offer recognized programs that offer holistic approaches to technical training and skills development in the field of housing
- Increase skills, capacities and opportunities for MNOHII staff and Métis Housing contractors, including maintaining a directory of available Métis services
- Generate wealth through housing related activities and services, in an environmentally and financially sustainable manner

The MNOHII, (The Owner) is soliciting proposals from qualified Consultants (The Proponent) to undertake the development of a three year detailed, professional,

marketable “Business Implementation Plan and Marketing Strategy” with specific, measurable, monthly/quarterly/annual project management deliverables for each of the four (4) MNOHII business lines described below. In addition the proponent will prepare a further two (2) years into the implementation plan with broader quarterly benchmarks and deliverables to ensure the business continues. Building on the work done to date, the proponent is required to provide a step by step plan for implementing and marketing each of the new business lines for the MNOHII to guarantee success.

The successful proponent will be required to identify and establish linkages/contacts with potential private sector partners and/or institutions who are potential candidates to enter into partnerships over the short or long term and provide support, with an emphasis on financial support initially. The proponent will also be required to organize and participate in two industry/institutional forums to market the MNOHII and participate with the Executive Director in shopping the business plan to potential partners.

1.6 Business Lines:

All services provided by the MNOHII will be offered and marketed to the broader aboriginal and non-aboriginal markets.

The MNOHII will offer services and product lines, supporting affordable housing options with a focus on green, renewable and energy efficiencies in housing remediation or retrofits and inspection services. In addition, a significant focus of the service will be on delivering training, providing internships and mentoring.

The implementation planning for MNOHII must consider and be sensitive to the political realities of the Métis Nation of Ontario (MNO), while at the same time ensuring and recognizing the need for competent and effective governance, with transparency and arms length operations from the governance structure.

The four business lines are:

1. Market Housing Acquisition/Development and Property Management

The creation of a separate property investments corporation focused on housing, property acquisitions and profitable real estate ventures that will generate wealth for the Métis Nation of Ontario, it's Chartered Communities and citizenship.

Housing and property acquisition is an investment and significant asset, but also carries potential (but manageable) risks and financial liabilities. In the development stages of all opportunities, time costs money, therefore decision making for acquisition and development must be managed within much shorter timelines than are usual with not- for-profit-service organizations. The significance of having a detailed, realistic and manageable implementation plan and marketing strategy for the start-up and first 3 years of operation cannot be understated.

Property development corporations need to retain reasonable capital and equity assets in order to manage their business interests, while providing a solid cornerstone for any new investment operation intent on building self reliance and pride of ownership.

2. Commercial and Community Development Services/Administration

MNO Chartered Communities are involved in economic development and are purchasing capital assets. They are seeking expert advice and support for everything from inspection reports, leases, negotiating frameworks, project management services, feasibility studies and scopes of work for remediation or renovations of properties.

The Housing Inc. can offer the full array of required services including the provision of technical and energy inspections. As well, within the MNO Housing Branch there already exists a strong team in the property management and inspection business, which provides some shared resources and support to the MNOHII. The Housing Inc. will work in partnership with the MNO Housing Branch in the provision of some of these services so that the Housing Inc. will complement and not compete with the MNO's Housing Branch.

3. Technical Advisor Internship Training and Train the Trainer Curriculum and Programs

The Housing Inc. entered into an agreement with the Ontario Power Authority, Human Resources Development Canada, Confederation College and Ontario Aboriginal Housing Support to develop and implement a unique training program with a focus on inspections, communications, cultural recognition, energy savings, green building and sustainability. This will become both an income source for the Housing Inc. and a template for future skills and training development within the Housing Inc. or other MNO Branches. This will be further refined into web-based trainings in years two and three of the Business Plan.

4. Recognized Skills and Knowledge Training in Renewable Energy and Alternative Green Building Options

The Housing Inc. will provide mentoring, services and/or other training and skills development that focus on alternative green building options and renewable energy initiatives and will seek partnership opportunities to be involved in innovative and creative solutions that lower the carbon imprint. The MNOHII will develop and maintain a repository of trades-people, contractors and skilled resources from the training programs and manage a directory service.

PART 2 - PROJECT DELIVERABLES

2.1 Description of Project Deliverables

The proponent is required to provide the following project deliverables:

1. A three year detailed, professional Business Implementation Plan and Marketing Strategy followed by two years of broader plans:
 - Measurable, monthly/quarterly/annual project management deliverables for each of the **four** new business lines of the Métis Nation of Ontario Housing Investments Inc. (MNOMHII)
 - A Marketing Strategy for each of the **four** new business lines of the MNOHII
 - Identify marketing tools required, costs and time lines
2. Identify and establish contact/relationships with potential private, institutional, industry, federal/ provincial partners and identification of potential MNOHII customers
 - Contact sheet listing potential funders/partners/business contacts
 - Name, Address, Telephone number, E-mail Address
 - Contact sheet listing potential MNOHII customers
 - Name, Address, Telephone number, E-mail Address
3. Organize and participate in **two** industry/institutional forums to create awareness and solicit partners/customers for the MNOHII
4. Shop MNOHII Business Plan to potential MNOHII partners
 - MNOHII Executive Director to participate

2.2 Performance Measures:

1. The Housing Inc. fully understands the established targets outlined in the 3 year detailed implementation plan and meets all targets for year 1 of the detailed implementation plan
2. Number of potential partners/customers in attendance at the two industry/institutional forums
3. Number of established contacts with potential partners/customers
4. Number of potential customers/partners informed about the four business lines of the Housing Inc.

2.3 Time Requirement:

The successful proponent must be available to begin work on the project on the day following the award of the contract to the completion date of March 31, 2011.

The successful proponent, must develop the 3 year detailed implementation plan and Marketing strategy with the following conditions:

- Complete the project deliverables no later than March 31, 2010
- Be available to meet with the Executive Director as required

- Participate in two industry/institutional forums to create awareness and solicit partners/customers for the Housing Inc.
- Shop the MNOHII Business Plan to potential Housing Inc. partners with the Executive Director of the MNOHII.

PART 3 - EVALUATION OF PROPOSALS

The Housing Inc. will conduct the evaluation of proposals in the following three (3) stages:

3.1 Stage I

Stage I will consist of a review **by a Proposal Review Committee (PRC) comprised of representatives from the Housing Inc. Board of Directors and the E.D.** to determine which proposals comply with all of the mandatory requirements. Proposals that do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Housing Inc., be disqualified and not be evaluated further.

3.2 Stage II

Stage II will consist of a scoring by the **PRC** of each of the qualified proposals on the basis of the rated criteria.

3.3 Stage III

Upon completion of Stage II for all proponents, the sealed pricing envelope provided by each proponent will then be opened. Stage III will consist of a scoring of the pricing submitted. The evaluation of price/cost shall be undertaken after the evaluation of mandatory requirements and after the rated requirements has been completed.

3.4 Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and, subject to satisfactory reference checks and the express and implied rights of the Housing Inc., the highest scoring proponent will be selected to enter into an agreement with Métis Nation of Ontario Housing Investments Inc.

3.5 Stage I Mandatory Requirements

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in its proposal, may be disqualified.

1. Form of Offer (Appendix A)

Each proposal must include a Form of Offer (Appendix A) completed and signed by the proponent.

2. Conflict of Interest

In addition to the other information and representations made by each proponent in the Form of Offer, each proponent must declare whether it has an actual or potential Conflict of Interest.

If, at the sole and absolute discretion of the Housing Inc., the proponent is found to be in a Conflict of Interest, the Housing Inc. may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the proponent.

The proponent, by submitting the proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the proposal or performance of the contemplated contract other than those disclosed in the Form of Offer. Where the Housing Inc. discovers a proponent's failure to disclose all actual or potential Conflicts of Interest, the Housing Inc. may disqualify the proponent or terminate any contract awarded to that proponent pursuant to this procurement process.

3. General

The Housing Inc., in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a proponent in the event that the Housing Inc. determines that the proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer – Appendix A.

Other than inserting the information requested and signing the Form of Offer, a proponent may not make any changes to or qualify the Form of Offer in its proposal. A proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a proposal is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or qualifications in or to the Form of Offer provided in the proposal.

4. Rate Bid Form (Appendix B)

Each proponent must include this form completed according to the instructions contained in the form as well as those instructions set out below:

- (a) rates shall be provided in Canadian Funds, inclusive of all applicable duties and taxes, in accordance with the following:
 - i) for Deliverables provided on or after July 1, 2010, Harmonized Sales Tax (HST) shall be itemized separately; and
- (b) rates quoted by the proponent shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.

A proposal that includes conditional, optional, contingent or variable Rates that are not expressly requested in the Rate Bid Form may be disqualified.

By submitting a proposal, a proponent is deemed to confirm that it has prepared its proposal with reference to all of the provisions of the Form of Agreement attached at Appendix A and has factored all of the provisions of Appendix A, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Rate Bid Form.

5. Other Mandatory Requirements

The following are mandatory requirements:

- A) DEMONSTRATED TRAINING AND EVIDENCE OF EXPERTISE AND EXPERIENCE IN THE HOUSING SECTOR INCLUSIVE OF THE FOUR BUSINESS LINES OUTLINED IN SECTION 1.6 OF THIS RFP**
- B) EXPERIENCE WORKING WITH MÉTIS OR OTHER ABORIGINAL PEOPLE**
- C) EXTENSIVE EXPERIENCE DEVELOPING IMPLEMENTATION PLANS**
- D) EXPERIENCE IN DEVELOPING COMMUNICATIONS STRATEGIES**
- E) EXPERIENCE IN NETWORKING AND FACILITATING NETWORKING OPPORTUNITIES**
- F) PROVEN ABILITY TO COMPLY WITH TIMEFRAMES AND DEADLINES**

3.6 Stage II – Evaluation of Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP:

Rated Criteria Category	Weighting (Points)
Experience and Qualifications (as per below)	65 points
TRAINING AND EXPERTISE IN THE HOUSING SECTOR AND THE FOUR BUSINESS LINES OF THE MNOHII	20 out of 65 points
EXPERIENCE WORKING WITH MÉTIS OR OTHER ABORIGINAL PEOPLES	10 out of 65 points
EXTENSIVE EXPERIENCE IN DEVELOPING IMPLEMENTATION PLANS	10 out of 65 points
EXPERIENCE IN DEVELOPING COMMUNICATIONS STRATEGIES	10 out of 65 points
EXPERIENCE IN NETWORKING AND FACILITATING NETWORKING OPPORTUNITIES	5 out of 65 points
EXPERIENCE MARKETING PROGRAMS OR SERVICES TO POTENTIAL PARTNERS/CUSTOMERS	5 out of 65 points
PROVEN ABILITY TO COMPLY WITH TIMEFRAMES AND DEADLINES	5 out of 65 points
Description of how deliverables will be performed	20 points
Total Points	85 points

Experience and Qualifications (65 Points)

Each proponent should provide in its proposal:

- (a) a brief description of the proponent;
- (b) a description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the proponent's knowledge, skills and expertise in the field of housing;
- (d) a description of how the proponent will provide the Deliverables, which should include an outline describing how the proponent will conduct the project;
- (e) a Reference Form in accordance with the instructions set out on the Form attached as Appendix C to this RFP

3.7 Stage III – Evaluation of Pricing

Pricing (15 Points)

Pricing will be scored based on a relative pricing formula using the Rates set out in the Rate Bid Form.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent’s price for that category into the lowest bid price in that category. For example, if the lowest bid price for a particular category is \$120.00, that proponent receives 100% of the possible points for that category (120/120 = 100%), a proponent who bids \$150.00 receives 80% of the possible points for that category (120/150 = 80%) and a proponent who bids \$240.00 receives 50% of the possible points for that category (120/240 = 50%).

$$\frac{\text{Lowest rate}}{\text{lowest rate}} \times \text{Total available points} = \text{Score for proposal with 2}^{\text{nd}}$$

$$\frac{\text{2}^{\text{nd}} \text{ lowest rates}}{\text{lowest rate}}$$

$$\frac{\text{Lowest rate}}{\text{lowest rate}} \times \text{Total available points} = \text{Score for proposal with 3}^{\text{rd}}$$

$$\frac{\text{3}^{\text{rd}} \text{ lowest rates}}{\text{lowest rate}}$$

etc... for each proposal

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

General Information and Instructions

4.1 Timetable

The following is the schedule for this RFP:

- Issue Date of RFP **December 1, 2010**
- Proponent's Deadline for Questions **December 23, 2010**
- Deadline for Issuing Addenda **December 29, 2010**
- Proposal Submission Deadline **5:00 p.m. (Eastern Time) on January 6, 2011**
- Period for Which Proposals are Irrevocable
after Proposal Submission Deadline **120 days**

The RFP timetable is tentative only and may be changed by the Housing Inc. in its sole discretion at any time prior to the Proposal Submission Deadline.

4.2 Proponents to 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 applicable section numbers of this RFP where that request was made.

4.3 Proposals in English

All proposals are to be in English only. Any proposals received by the Housing Inc. that are not entirely in the English language may be disqualified.

4.4 Housing Inc.'s Information in RFP Only an Estimate

The Housing Inc. 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 size of the work.

It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

4.5 Proponents Shall Bear Their Own Costs

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 or demonstrations.

PART 5 – COMMUNICATION AFTER ISSUANCE OF RFP

5.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP and:

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by e-mail on or before the Proponent's Deadline for Questions to the Housing Inc. Contact set out at Section 1.4 of this RFP. All questions submitted by proponents by e-mail to the Housing Inc. Contact shall be deemed to be received once the e-mail has entered into the Housing Inc. Contact's e-mail inbox. No such communications are to be directed to anyone other than the Housing Inc. Contact. The Housing Inc. is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the proponent to seek clarification from the Housing Inc. Contact on any matter it considers to be unclear. The Housing Inc. shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

5.2 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this section. If the Housing Inc., 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 by way of e-mail. Each addendum shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Housing Inc. In the space provided in the Form of Offer, proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.

Post-Deadline Addenda and Extension of Proposal Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the Housing may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

PART 6 – SUBMISSION OF PROPOSALS

6.1 Proposals Submitted Only in Prescribed Manner

Proposals must be submitted by the following method:

- (a) a proponent must submit one (1) original signed by an authorized representative (prominently marked “Original”) **and 4** hard copies [*and one (1) electronic copy in Microsoft Word format on memory stick or CD-ROM] of its proposal in a sealed package. The sealed package must contain the full legal name and return address of the proponent, and with the Proposal Submission deadline date and time;
- (b) The Rate Bid Form is to be submitted in a separate sealed envelope apart from the rest of the proposal. The sealed envelope containing the Rate Bid Form should be placed with the rest of the proposal into a sealed package...
- (c) Proposals must be submitted to the following address:
.
Jean McIsaac-Wiitala, Executive Director,
MNO Housing Investments Inc.
231 South Brodie Street
Thunder Bay, ON P7E 1C1

Proposals submitted in any other manner will be disqualified.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

6.2 Proposals Must Be Submitted On Time at Prescribed Location

Proposals must be submitted at the location set out above on or before the Proposal Submission Deadline. Proposals submitted after this point in time will be deemed late, disqualified and returned to the proponent. For the purpose of calculating time, the Housing Inc. clock at the prescribed location for submission shall govern.

6.3 Amending or Withdrawing Proposals Prior to Proposal Submission Deadline

At any time prior to the Proposal Submission Deadline, a proponent may amend or withdraw a submitted proposal. The right of proponents to amend or withdraw includes amendments or withdrawals wholly initiated by proponents and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the proposal the amendment is intending to replace.

A notice of amendment or withdrawal must be sent to the address set out on the Proposal Return Label prior to the Proposal Submission Deadline and must be signed by an authorized representative. The Housing Inc. is under no obligation to return amended or withdrawn proposals.

6.4 Proposal Irrevocable after Proposal Submission Deadline

Proposals shall remain irrevocable in the form submitted by the proponent for a period of one hundred and twenty (120) days running from the moment that the Proposal Submission Deadline has lapsed.

6.5 Housing Inc. May Seek Clarification and Incorporate Response into Proposal

The Housing Inc. reserves the right to seek clarification and supplementary information relating to the clarification from proponents after the Proposal Submission Deadline. The response received by the Housing Inc. from a proponent shall, if accepted by the Housing Inc., form an integral part of that proponent's proposal. The Housing Inc. reserves the right to interview any or all proponents to obtain information about or clarification of their proposals. In the event that the Housing Inc. receives information at any stage of the evaluation process which results in earlier information provided by the proponent being deemed by the Housing Inc. to be inaccurate, incomplete or misleading, the Housing Inc. reserves the right to revisit the proponent's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

6.6 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal.

6.7 No Incorporation by Reference by Proponent

The entire content of the proponent's proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

6.8 Proposal to be Retained by the Housing Inc.

The Housing Inc. will not return the proposal or any accompanying documentation submitted by a proponent.

PART 7 – EXECUTION OF AGREEMENT, NOTIFICATION, AND DEBRIEFING

7.1 Selection of Proponent

The Housing Inc. anticipates selection of a proponent within twenty (20) days of the Proposal Submission Deadline. Notice of selection by the Housing Inc. to the selected proponent will be in writing. The selected proponent shall execute an agreement with the Housing Inc. and satisfy any other applicable conditions of this RFP within ten (10) days of notice of selection. This provision is solely to the benefit of the Housing Inc. and may be waived by the Housing Inc. at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Housing Inc. will consider such requests for clarification in accordance with Section 4.1 of the RFP.

7.2 Failure to Enter Into Agreement

In addition to all of the Housing Inc.'s other remedies, if a selected proponent fails to execute an Agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Housing Inc. may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent.

7.3 Notification to Other Proponents of Outcome of Procurement Process

Once the successful proponent and the Housing Inc. execute the Agreement, the other proponents will be notified by the Housing Inc. in writing of the outcome of the procurement process, including the name of the successful proponent, and the award of the contract to the successful proponent.

7.4 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Housing Inc. Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

PART 8 – PROHIBITED COMMUNICATIONS AND CONFIDENTIAL INFORMATION

8.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Form of Offer – Appendix A.

8.2 Proponent Not to Communicate With Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Housing Inc. contact.

8.3 Confidential Information of Housing Inc.

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

- (a) is the sole property of the Housing Inc. 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 without prior written authorization from the Housing Inc.; and
- (d) shall be returned by the proponents to the Housing Inc. immediately upon the request of the Housing Inc...

8.4 Use of Proponent Information

By submitting any Personal Information requested in this RFP, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful proponent to provide the Deliverables, such information may be used by the Housing Inc. to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the Performance by Specified Individuals. 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 Housing Inc. Contact.

PART 9 – RESERVED RIGHTS AND GOVERNING LAW

9.1 Reserved Rights of the Housing Inc.

The Housing Inc. reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (c) assess a proponent's proposal on the basis of:
 - i. a financial analysis determining the actual cost of the proposal when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - ii. information provided by references;

- iii. the proponent's past performance on previous contracts ;
- iv. the information provided by a proponent pursuant to the Housing Inc. exercising its clarification rights under this RFP process; or
- v. other relevant information that arises during this RFP process;
- vi waive formalities and accept proposals which substantially comply with the requirements of this RFP;
- vii verify with any proponent or with a third party any information set out in a proposal;
- viii check references other than those provided by any proponent;
- ix disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- x disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- xi make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- xii select any proponent other than the proponent whose proposal reflects the lowest cost to the Housing Inc. or the highest score;
- xiii cancel this RFP process at any stage;
- xiv cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- xv accept any proposal in whole or in part; or
- xvi reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Housing Inc. shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the Housing Inc. exercising any of its express or implied rights under this RFP.

By submitting its proposal, the proponent authorizes the collection by the Housing Inc. of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

9.2 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

APPENDIX A – FORM OF OFFER

1. Proponent Information

(a) The full legal name of the proponent is:

(b) Any other relevant name under which the proponent carries on business is:

(c) The jurisdiction under which the proponent is governed is:

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the proponent is:

(e) Whether the proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP and offers to provide the Deliverables in accordance therewith at the Rates set out in the Rate Bid Form.

3. Mandatory Forms

(a) The proponent encloses herewith as part of the proposal, the mandatory forms set out below:

MANDATORY FORMS:	Yes	Page
Form of Offer (Appendix B)		
Rate Bid Form (Appendix C)		
Notice to proponents: There may be Mandatory Forms in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of Mandatory Requirements.		

4. Rates

The proponent has submitted its Rates in accordance with the instructions in the RFP and in the form set out at Appendix B.

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by the Housing Inc. prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None": _____.

6. Bid Irrevocable

The proponent agrees that its proposal shall be irrevocable for 120 days following the Proposal Submission Deadline.

7. Conflict of Interest

Prior to completing this portion of the Form of Offer, proponents should refer to the definition of Conflict of Interest set out in the Form of Agreement.

If the box below is left blank, the proponent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Metis Nation of Ontario and have ceased that employment prior to the Proposal Submission Deadline:

Name of Individual:
Job Classification (of last position):
Last Date of Employment with MNO:
Name of Last Supervisor with MNO:
Brief Description of Individual's Job Functions (at last position with MNO):
Brief Description of Nature of Individual's Participation in Preparation of Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide the Housing Inc. with additional information from each individual identified above in the form prescribed by the Housing Inc.

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Housing Inc. to the Housing Inc.'s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

9. Proof of Insurance

By signing the Form of Offer, the proponent agrees, if selected, to provide proof of insurance coverage as required in the Form of Agreement. If selected, the proponent must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the Housing Inc...

10. Execution of Agreement

The proponent understands that in the event its proposal is selected by the Housing Inc., in whole or in part, the proponent agrees to finalize and execute the agreement in the form set out in Appendix A to the RFP in accordance with the terms of the RFP.

Signature of Witness

Signature of proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the proponent

APPENDIX B - RATE BID FORM

Hourly Rate for Housing Consultant Activities (a) _____

Number of Hours/Day (b) _____

Daily Rate (c) _____

(The Daily Rate will be used for Proposal Evaluation.)

Payment shall be issued in accordance with the completion of key tasks/milestones:

A) Completion of the three year detailed business plan with measurable deliverables for each of the four Metis Nation of Ontario Housing Investments Inc. (MNOHII) Business Lines

- Estimate # days, maximum _____

B) Completion of a marketing strategy and identification of marketing tools for each of the four MNOHII Business Lines

- Estimated # days, maximum _____

C) Completed:

- Contact Sheets listing potential funders/partners/business contacts (Name, Address, Telephone Number, E-Mail Address and Description of the Contact)
- Contact Sheets listing potential customers (Name, Address, Telephone Number, E-Mail Address and Description of the Contact)
- Estimated # days, maximum _____

D) Completion of two industry/institutional/customer forums to create awareness and solicit partners/customers for the MNOHII

- Estimated # days, maximum _____

E) Completion of the marketing phase (shop the MNOHII Business Plan) to potential MNOHII partners

- Estimated # days, maximum _____

Reasonable, pre-approved travel expenses reimbursed at MNO Travel Directive Rates...

APPENDIX C – Reference Form

Each proponent is requested to provide three references from clients who have obtained similar goods or services from the proponent as those requested in this RFP in the last **two** years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX D - PROPOSAL RETURN LABELS

AFFIX THIS LABEL TO YOUR SUBMISSION PACKAGE ENVELOPE

Proponent to complete the following:
(Full Legal Name, Address, contact information)

NAME: _____ **RFP**
ADDRESS: _____ **Title:** _____

CONTACT: _____ **PROPOSAL SUBMISSION DEADLINE:**
Date: December 23, 2010
Time: 5:00 p.m. (Eastern Time)
PHONE: _____

If applicable, state Third Party Identification (Company Name)

Company Name: _____

TO: Jean McIsaac-Wiitala, Executive Director,
MNO Housing Investments Inc.
231 South Brodie Street
Thunder Bay, ON P7E 1C1

The Postal Code is to aid in identifying the building only. The onus remains solely with proponents to instruct courier/ delivery personnel to deliver proposals to the exact location specified above by the Proposal Submission Deadline. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

IMPORTANT INSTRUCTIONS:

Proposals must be submitted in a sealed package(s) to the address indicated on the Proposal Return Label between the hours of 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE PROPOSAL SUBMISSION DEADLINE NOTED ABOVE.

The Housing Inc. does not accept responsibility for proposal submissions directed to any location other than the address indicated on the label above. The Postal Code is to aid in identifying the building only. **The onus remains solely with proponents to instruct courier/ delivery personnel to deliver proposal submissions to the EXACT FLOOR location specified above. Proposals that are delivered to another MNO address before the deadline but arrive at the Tender Administration Office after the deadline will be disqualified.**

Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Failure to affix this Label to your submission envelope/ package may also result in submissions not being recognized as proposals. This could result in your proposal arriving late at the Tenders Office and will be deemed Late, disqualified and returned to the proponent. **Proposals received by Fax or any other kind of electronic transmission will be rejected.**