

**Calgary Homeless Foundation Request for Proposals**

**<<RFP Title>>**

**Reference No: RFP 2012-01**

**<<Issue date>>, 2012**

**Delivery Instructions and Deadline**

All submissions must include one (1) electronic version and one (1) original hardcopy version due by **4:00 PM local Calgary time <<Due Date>>, 2012** that can be sent to:

RFP Coordinator
Calgary Homeless Foundation
308-925 7 Avenue SW
Calgary, AB T2P 1A5

We will confirm receipt of all applications via email.

**Submission by email or facsimile will not be accepted*.* Proposals arriving after 4:00 PM local Calgary time on <<Due Date>>, 2012 will be automatically rejected.**

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# Request for Proposals

**<<RFP Title>>**

**RFP No: 2012-01**

# 1. SUMMARY OF THE REQUEST FOR PROPOSAL

## 1.1 RFP Schedule

**The Calgary Homeless Foundation (“CHF”) reserves the right to change the RFP Schedule as needed.**

|  |  |
| --- | --- |
| Request for Proposals Issued |  |
| Respondents Meeting:  | Date, Time, & Location |
| Deadline for Questions | 21 days before Deadline for Proposal |
| Deadline for Proposals |  |
| Notification of Proponents Issued |  |
| Deadline for Appeals |  |
| Notification of Award Issued | Once contract negotiations are complete |
| Project Period |  |

## 1.2 Introduction

Calgary’s 10 Year Plan to End Homelessness (the “10 Year Plan”) was created by the Calgary Committee to End Homelessness, a community-based, multi-stakeholder, leadership group who issued the Plan and selected the Foundation to implement the Plan. (<http://calgaryhomeless.com/10-year-plan/>)

In January 2011, CHF issued an update to the 10 Year Plan (<http://calgaryhomeless.com/assets/10-Year-Plan/10-year-plan-FINALweb.pdf>) and began the development and implementation of a system planning framework to deliver the strategies and goals outlined in the updated 10 Year Plan. Developing the planning framework requires alignment of all CHF-funded projects.

The funding available for this RFP has been provided by the Minister of Housing and Urban Affairs (the “**Donor**”). The Donor has developed *A Plan for Alberta - Ending Homelessness in 10 Years* (<http://www.housing.alberta.ca/documents/PlanForAB_Secretariat_final.pdf>) to support projects to assist homeless individuals obtain housing and to provide the support services and referrals required to maintain long-term housing stability. In the delivery of these Donor funds, the CHF is using a competitive process where the solicitation, selection, and procuring of services happens in an open, impartial and fair manner.

## 1.3 Purpose of the RFP

The purpose of this RFP is to award funding to a minimum of two (2) projects that will house 200-300 chronically homeless individuals primarily residing in emergency shelters. The objective of this investment is to reduce emergency shelter use in Calgary by housing longest term stayers.

Using Outreach and Support Services grant funding from the Government of Alberta Ministry of Housing and Urban Affairs, the CHF is inviting Proposals to deliver services to support the following 10 Year Plan (2011 Update) Milestones and Goals:

### Relevant 10 Year Plan Milestones

1. By 2014, 1,500 chronic and episodically homeless people will obtain and maintain housing.
2. By 2014, ensure that no more than 10% of those served by Housing First programs return to homelessness.
3. By December 2014, all individuals who engage in rough sleeping will have access to housing and support options appropriate to their needs.
4. Eliminate 85% of 2010 emergency shelter beds by 2018 (a 1,700 bed reduction). At minimum, a 600 bed reduction should be achieved by 2014.
5. Reduce the average length of stay in emergency shelters to seven days by December 2018.

This RFP is aligned with *Strategy 1: Prevention and Rehousing*, goals 1, 2, and 8 specifically.

Strategy 1 calls for the development of a System of Care that ensures Calgarians at risk of or experiencing homelessness have the supports to achieve and maintain housing stability.

Goal 1: Prioritize the most vulnerable for rehousing and systems prevention, particularly those interacting with corrections, health care, child intervention (including domestic violence) and addictions treatment. Provide and maintain housing with supports for 500 individuals experiencing chronic homelessness and 1,000 individuals experiencing episodic homelessness by 2014.

Goal 5: Reinforce rehousing efforts with appropriate case management and community reintegration supports.

Goal 8: Work with Aboriginal community stakeholders to develop and implement a Plan to End Aboriginal Homelessness.

## 1.4 Anticipated Project Period

Agreements will be made from November 1, 2011 - March 31, 2013, pending available funding and program review.

## 1.5 Funding Available

Up to $3 million dollars is available to be allocated to a minimum of two (2) projects. Amounts will be pro-rated according to program start date in relevant fiscal years.

Proponents are strongly encouraged to combine these service support funds with HUA homelessness capital funding. Proposals that leverage existing community resources and funds are preferred.

Projects may be expansions of existing program or new program.

Eligible and ineligible costs are outlined in the CHF Program Costs Eligibility Guidelines (Schedule B-2), which include costs related to support services, direct client assistance, and administration.

CHF reserves the right, per section 4.8 Multiple Preferred Proponents, to reasonably divide services and enter into one or more Agreements with one or more Proponents having regard for the RFP and the basis of Proposals.

## 1.6 Target Population

Central to ending homelessness in Calgary is to direct resources toward providing housing with support to those experiencing chronic homelessness. Not only are these clients the most vulnerable, but they are also the highest users of public systems.

The focus of this RFP is to fund programs that will serve single homeless people who have the **greatest length of stay in absolute homelessness (primarily emergency shelter).** Secondly, successful proponents will assist those with the **highest acuity** and complex needs including mental health and addictions.

Proponents must demonstrate how interventions will reduce chronic homelessness and emergency shelter use in Calgary.

### Focus on Aboriginal People

Aboriginal people are consistently over-represented among Calgary’s homeless population. Their unique needs call for tailored strategies to overcome barriers to housing stability, which has led to the recognition of this group as a priority sub-population in the 10 Year Plan Update. The CHF plans to enhance delivery of culturally appropriate interventions through the development of a Plan to End Aboriginal Homelessness in Calgary.

In the 2008 Biennial Homeless Count, Aboriginal people continued to be overrepresented at 15% in the count compared to 2.5% in Calgary’s population. This disproportionate representation and the fact that Aboriginal people have greater barriers in accessing help from the homeless-serving system merits development of a Plan unique to the needs of this population. The Calgary Plan to End Aboriginal Homelessness will be completed in 2011/12 fiscal to further enhance the delivery of culturally appropriate interventions and address the systematic barriers to housing stability for this population.

To support the immediate needs of Aboriginal homeless people in Calgary**, a minimum of one (1) contract** will be awarded to an Aboriginal program to specifically serve chronically homeless Aboriginal singles.

The CHF is committed to increase capacity in the Aboriginal community to house and support Aboriginal people. To this end, every effort shall be made to award a minimum of one contract to organizations providing services designed for Aboriginal persons experiencing homelessness and/or chronic homelessness and delivered primarily by Aboriginal people.

## 1.7 Eligibility Criteria

1. Clients must meet HUA’s *Chronic Homelessness* definition:
* Must have been sleeping in a place not meant for human habitation (e.g., living on the streets) and/or in an emergency homeless shelter; and
* Must have been continuously homeless for a year or more, or have had at least four (4) episodes of homelessness in the past three years.
1. Acuity score indicating Highest Level of Care at intake on the Calgary Acuity Scale (Schedule C).
2. Prioritization of intake into program to client with longest stay in absolute homelessness in emergency shelters followed by those with highest acuity scores.
3. For Aboriginal Permanent Supportive Housing programs clients must self-identify as Aboriginal prior to admission in the program.
4. HUA funding requires that clients be over 18 years of age.
5. Clients meet income eligibility requirements outlined in the CNITs throughout residency (Online at: <http://www.housing.alberta.ca/documents/cnit2010.pdf>).

## 1.8 Eligible Program Type and Activities

This RFP is targeted to Permanent Supportive Housing, which is long-term housing without a length of stay limit for homeless persons experiencing disabling conditions adhering to Housing First principles. HUA defines a disabling condition as “a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. A disabling condition limits an individual's ability to work or perform one or more activities of daily living” (<http://www.housing.alberta.ca/Definitions_related_to_homelessness.cfm>).

While support services are offered and made readily available, the programs do not require participation in these services to remain housed. These interventions should be targeted at clients who demonstrate deep disabilities and need for ongoing supports.

Permanent Supportive Housing can be delivered in a place-based (e.g. housing with on-site supports) and/or scattered site model (e.g. combination of rent subsidies in market housing, and intensive case management following the client). The important feature of the program is its appropriate level of service for chronically homeless clients who may need of support for an indeterminate length of time. The program should still strive to move the client to increasing independence, however, the program itself does not impose a time limit.

Eligible activities include case management; peer counseling; linkage and referral to substance abuse treatment and mental health treatment; assistance with obtaining, maintaining or upgrading employment; improving self-sufficiency; and other services related to helping clients maintain housing on a long-term basis.

Proposed projects may be an expansion of an existing program or a new program.

##  Service and Housing Model Requirements

Proponents must demonstrate programs adhere to the principles of Housing First and the following requirements, where applicable:

* all people are housing ready;
* helping people gain appropriate permanent housing that aligns with client needs is a first priority of the program/project;
* housing is a primary outcome goal of the program/project;
* program outcomes demonstrate clients’ increasing independence and self-sufficiency;
* sobriety is not a condition of housing;
* treatment is not a pre-condition for service or housing support (harm reduction models are implemented where appropriate);
* services maximize the use of existing resources, avoid duplication and expand options for those served;
* services reflect client strengths, needs and goals thus are flexible;
* programs should not impose a time limit on clients for graduating the program and obtaining housing;
* programs serving Aboriginal people must ensure services are culturally appropriate;
* for programs serving a high proportion of Aboriginal clients, every effort to ensure Aboriginal staff is providing services must be made;
* client choice is respected. Participants have choices in the support services that they receive. They are asked about their choices and can choose from a range of services, and different participants receive different types of services based on their needs and preferences;
* as needs change over time, clients can receive more intensive or less intensive support services without losing their homes;
* participation in services is voluntary and clients cannot lose housing for rejecting services;
* discharge/eviction guidelines and procedures ensure all reasonable actions have been taken by the program to prevent eviction/discharge into homelessness
* empowerment, participation, and independence are fostered;
* collaboration and partnership – clients, service providers, and community members work together to ensure housing successes are maintained;
* support services are to promote recovery and are designed to help tenants choose, get, and keep housing;
* programs that offer case management are required to adhere to the Calgary Homeless Foundation Case Management Standards (see Schedule C);
* if place-based, project should demonstrate efforts to ensure community integration through good neighbor agreements. Place-based projects should not exceed 50 units in one location;
* housing is integrated. Tenants have the opportunity to interact with neighbors who do not have disabilities;
* housing is affordable. Affordable rent (typically including heat, water and sewer expenses) is calculated to cost no more than 30% of a household’s total gross monthly income (Rent Geared to Income); and
* housing placements meet:
	+ Government of Alberta Modesty Assurance Guidelines available at <http://www.housing.alberta.ca/documents/ModestyAssuranceGuidelines.pdf>; and
	+ Minimum Housing and Health Standards available at <http://www.health.alberta.ca/documents/Standards-Housing-Minimum.pdf>.

## 1.10 Performance Measurement

As a Permanent Supportive Housing program, HUA mandates the following outcomes:

* at any given reporting period, 85% of the people housed will still be permanently housed;
* those persons permanently housed will show reduced incarcerations, reduced emergency room visits and reduced in-patient hospitalizations;
* persons housed in the program will have a stable income source (e.g. employment income, AISH, Alberta Works, disability pension, Old Age Security, etc.); and
* persons housed in the program will be engaged in mainstream services (e.g. medical doctors or specialists, legal service, etc.).

The project must meet additional outputs and outcomes associated with the program, and meet reporting requirements including:

* target number of participants housed through this project and receiving supports;
* participant data will be collected upon housing, 3, 6, 9, and 12 months in the program and upon exit of the program;
* other program outcomes indicated by program type (see Table 1); and
* measure outputs and outcomes using measurement tools and indicators to assess, including a Self-Sufficiency measure to demonstrate program specialization and strengths specific to target population and program type.

## Table 1: System and Program Level Indicators

The proponent will aim to the following benchmarks in service delivery.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Occupancy** | **Length of Stay/ Stabilization** | **Positive Destinations** | **Income** | **Return to homelessness** | **Self-Sufficiency** | **Interaction with Public Institutions and Mainstream Systems** |
| Program must have minimum 95% occupancy at any one time during the funding period | 95% maintain housing for at least 6 months; at least 85% maintain housing for at least 12 monthsAt any given reporting period, 85% of the people housed will still be permanently housed. | 95% of clients leaving program go to positive housing destinations | 95% of clients have an increase in income after 6 months in program from employment and/ benefitsWhere clients are unable to increase income (are on AISH/ Income Supports Not Expected to Work, etc.), 95% maintain stable source of income | Less than 5% of clients return to shelter/rough sleeping | Program Defined:Program must propose additional measures to demonstrate client outcomes (ie. addictions, employment, community integration) that show progress towards self-sufficiency  | Program Defined;Program will show clients have reduced incarcerations, reduced emergency room visits and reduced in-patient hospitalizations. |

In addition, projects must:

* Adhere and participate in the Homeless Management Information System (HMIS), CHF Case Management Standards, and CHF monitoring and required reporting;
* Partnership or collaborate with other agencies or services required to carry out program activities, including any Memoranda of Understanding that will be created as a result;
* Work with other systems to obtain rent subsidies, supportive services and other operating subsidies to the extent possible;
* Work within the Calgary Homelessness System Planning Framework to coordinate activities as requested by CHF;
* Have capacity to ramp up to deliver services to clients within 60 days of service contract commencement date.

# 2. INSTRUCTIONS TO PROPONENTS

## 2.1 Deadline and Address for Proposal Delivery

Proposals (required copies outlined in section 2.5) must be received by the person named below (the “**RFP Coordinator**”):

Calgary Homeless Foundation
Suite 308, 925 - 7 Avenue SW
Calgary, AB T2P 1A5

On or before the following date and time (the “**Deadline**”):
Time: 4:00 p.m. local Calgary time
Date: <<due date>>

There will be no extension to the Deadline for the submission of Proposals.

A courtesy email will be sent to the contact named is Schedule A-1 Covering Letter to notify receipt of each Proposal. If a Proponent does not receive a confirmation email, CHF has not received their Proposal.

## 2.2 Inquiries – Communications

All inquiries related to this RFP shall be directed to rfp2011-01@calgaryhomeless.com with all inquiries and responses recorded and posted to the CHF website: <http://calgaryhomeless.com/agencies/>

Inquiries shall be made no later than twenty-one (21) days before the Deadline (“**Deadline for Questions**”). The CHF reserves the right not to respond to inquiries made after the Deadline for Questions.

Proponents finding discrepancies or omissions in the RFP documents, or having doubts as to the meaning or intent of any provision, shall immediately notify the CHF by email to rfp2011-01@calgaryhomeless.com If the CHF determines that an amendment is required to this RFP, the addendum will be issued in accordance with section 2.7.

No verbal conversation will affect or modify the terms of this RFP or shall be relied upon by any Proponent. Information obtained from any person or source other than this RFP or the CHF website may not be relied upon.

Proponents and their agents will not contact any member of the CHF Board of Directors, CHF staff, or member of the Project Advisory Committee with respect to this RFP at any time prior to the award of an Agreement or the termination of this RFP.

## 2.3 Definitions

In this RFP the following definitions shall apply:

1. “**10 Year Plan**” means Calgary’s 10 Year Plan to End Homelessness
2. “**Agreement**” means a formal written Service Level Agreement between CHF and a Preferred Proponent to undertake the Services;
3. “**CHF**” means Calgary Homeless Foundation;
4. “**Deadline**” has the meaning set out in section 2.1;
5. “**Deadline for Questions**” has the meaning set out in section 2.2;
6. “**Donor**” has the meaning set out in section 1.2;
7. “**Preferred Proponent(s)**” means the Proponent(s) selected by the Project Advisory Committee to enter into negotiations for an Agreement;
8. “**Project Advisory Committee”** has the meaning set out in section 4.1;
9. “**Proponent**” means an entity that submits a Proposal;
10. “**Proposal**” means a proposal submitted in response to this RFP;
11. “**Notification of Award**” has the meaning set out in section 4.11;
12. “**Notification to Proponent**”
13. “**Respondent Meeting**” has the meaning set out in section 2.4;
14. “**RFP**” means this Request for Proposal;
15. “**RFP Coordinator**” has the meaning set out in section 2.1;
16. “**Services**” has the meaning set out in section 1.8; and
17. “**Statement of Departures**” means Schedule A, Section Three of the Project Proposal Form.

## 2.4 Proponent Meeting

A Respondent Meeting may be hosted by the CHF to discuss the requirements under this RFP (the “**Respondent Meeting**”). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Respondent Meeting and to have received all of the information given at the Respondent Meeting. See Section 1.1, RFP Schedule, for Respondent Meeting details.

## 2.5 Number of Copies

One (1) original hardcopy of the completed Proposal must be submitted.

Additionally, an electronic copy of the Proposal must accompany the submission on disc(s) or USB flash drive.

## 2.6 Late Proposals

Proposals received after the Deadline will not be accepted or considered.

The CHF is not responsible for late delivery caused by the Postal Service or private carriers. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Deadline for the receipt of proposals. Responses received after the deadline will be returned unopened and will not be evaluated.

## 2.7 Amendments to Proposals

Prior to the Deadline, Proponents may withdraw or modify a response any time before the Deadline by a dated written request, signed in the same manner and by the same person who signed the Proposal. No change to the original Proposal shall be made after the Deadline, but shall be subject to clarification and negotiation as discussed hereafter (see, Evaluation and Selection). Any Proponent that withdraws from this RFP process understands that its written Proposal to the RFP will not be returned.

## 2.8 Addenda

If the CHF determines that an amendment is required to this RFP, the CHF will post a written addendum for all Proponents to <http://calgaryhomeless.com/agencies/> and all such addenda will become an integral part of the specifications and be deemed to form part of this RFP.

Notwithstanding efforts by the CHF to provide such information to Proponents, it remains the obligation and responsibility of the Proponent to access <http://calgaryhomeless.com/agencies/> to learn of any courtesy notices, reminders, questions, answers, addenda and similar announcements issued by the CHF.

## 2.9 Examination of RFP Documents

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## 2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not Notification of Award has been issued, shall be directed to the CHF Website, <http://calgaryhomeless.com/agencies/>.

# 3. PROPOSAL SUBMISSION FORM AND CONTENTS

## 3.1 Package

Proposals must be submitted in a sealed package, marked on the outside with the Proponent's name, RFP title and reference number (see page 1).

## 3.2 Form of Proposal

Proponents shall complete the forms of Proposal attached and ensure the following are provided:

* Schedule A Project Proposal Form with covering letter
* Schedule B-1 Operating Budget and Monthly Financial Forecast
* Most recent Annual Report and Audited Financial Statements
* Organizational Chart of Agency and Proposed Program
* Any other supporting documentation appropriate to Proposal

## 3.3 Signature

The legal name of the person or Proponent submitting the Proposal should be inserted in Schedule A and Schedule AA (if applicable), RFP Covering Letter. The Proposal must be signed by a person authorized to sign on behalf of the Proponent.

# 4. EVALUATION AND SELECTION

## 4.1 Project Advisory Committee

The evaluation of Proposals for the allocation of project funding will be undertaken by the Project Advisory Committee, containing at minimum three (3) people who have signed a conflict of interest declaration. No officers, directors, board members, or any employee of a Proponent will participate in the Project Advisory Committee.

Its membership will include representation of the Community Action Committee, CHF staff, and subject matter experts (if applicable). The CAC will nominate three (3) non-conflicted members to the Project Advisory Committee; a minimum of one (1) CAC nominee shall be a member of the Aboriginal Standing Committee on Housing and Homelessness (ASCHH).

CHF shall assign a maximum of three (3) staff and one (1) additional subject matter expert to the Project Advisory Committee.

A minimum of two (2) Project Advisory Committee members will be Aboriginal.

The Project Advisory Committee may consult with others including CHF staff members, not formally assigned as committee members, third party consultants, and references, as the Project Advisory Committee may in its discretion decide is required.

The Project Advisory Committee will review and rank Proposals, and give a written recommendation to CHF for the selection of a Preferred Proponent or Proponents. The

The CHF will make final decision on awarding contracts and shall negotiate terms of the contract with successful proponents at its discretion.

## 4.2 Proposal Evaluation Criteria

The Project Advisory Committee will review all Proposals to determine the Proponent(s) which is most advantageous to the CHF, guided by the criteria outlined in Schedule D.

The Project Advisory Committee will not be limited to the criteria referred to above, and the Project Advisory Committee may consider other criteria that the Project Advisory Committee identifies as relevant during the evaluation process. The Project Advisory Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

## 4.3 Disqualification of Proponents

At the sole discretion of the CHF, a Proponent may be disqualified and its Proposal(s) rejected if:

1. more than one Proposal is submitted for the same Project from a Proponent under the same or different names; or
2. a Proponent, in the opinion of the CHF, is not qualified for the Services specified; or
3. an unsatisfactory performance record exists as shown by past or current work for CHF; or
4. current commitments exist (CHF or otherwise) which might hinder or prevent the prompt completion of the work; or
5. the Proposal is incomplete and/or missing information and/or contains out of date or incorrect information.

Should a Proponent be disqualified, no further obligation is required of the CHF, its staff or Board of Directors.

## 4.4 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule B-1 of a Proposal (Operating Budget and Monthly Financial Forecast), then the CHF shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted.

## 4.5 Litigation

In addition to any other provision of this RFP, the CHF may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CHF, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CHF will consider whether the litigation is likely to affect the Proponent’s ability to work with the CHF, and whether the CHF’s experience with the Proponent indicates that there is a risk the CHF will incur increased staff and legal costs in the administration of the Agreement if it is awarded to the Proponent.

## 4.6 Additional Information

The Project Advisory Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Project Advisory Committee reserves the right to make such requests only to select Proponents. The Project Advisory Committee may consider such clarifications or additional information in evaluating a Proposal.

## 4.7 Interviews, Site Visits, and Presentations

The Project Advisory Committee may, at its discretion, invite some or all of the Proponents to appear before the Project Advisory Committee to provide clarifications of their Proposals. This may take the form(s) of, for example, interviews with the Proponent and its staff; a site visit to the Proponent’s offices; and/or a presentation by the Proponent. In such event, the Project Advisory Committee will be entitled to consider the answers received in evaluating Proposals.

## 4.8 Multiple Preferred Proponents

The CHF reserves the right and discretion to divide up the Services, either by scope, caseload, geographic area, or other basis as the CHF may decide, and to select one (1) or more Preferred Proponents to enter into discussions with the CHF for one (1) or more Agreements to perform a portion or portions of the Services. If the CHF exercises its discretion to divide up the Services, the CHF will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the CHF that might result or be achieved from the CHF dividing up the Services and entering into one or more Agreements with one (1) or more Proponents.

## 4.9 Negotiation of Service Level Agreement and Award

4.9.1 The CHF reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal shall be submitted on the most favorable terms. If awarded, the Proponent selected shall be prepared to accept the terms they proposed for incorporation into an Agreement resulting from this RFP.

4.9.2 The CHF may attempt to negotiate an Agreement with the Proponent(s) selected on terms that it determines to be fair and reasonable and in the best interest of the CHF, including the best interests of the population served by the Agreement. If the CHF is unable to negotiate such an Agreement with any one or more of the proponents first selected on terms that it determines to be fair and reasonable and in the best interest of the CHF, including the best interests of the population served by the Agreement, negotiations with any one or more of the Proponents shall be terminated or suspended. In the event of a negotiation impasse with any Proponent, in accordance with the procedures set forth in this RFP, the CHF reserves the right without penalty and at its sole discretion to:

1. reject the Proponent‘s Proposal and select the next preferred Proponent;
2. take no further action to continue the award and/or execution of Agreements under this RFP;
3. reissue the RFP with any changes the CHF deems appropriate; or,
4. take any other action.

If the CHF decides to continue the process of selection, negotiations shall continue with a qualified Proponent or Proponents in accordance with this section at the sole discretion of the CHF until an Agreement is reached with one or more qualified Proponents. The process shall be repeated until an Agreement is reached.

4.9.3 If the CHF selects a Preferred Proponent or Preferred Proponents, then it shall:

1. enter into an Agreement with the Preferred Proponent(s); or
2. enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Agreement(s), including financial terms. If discussions are successful, the CHF and the Preferred Proponent(s) will finalize the Agreement(s);
3. publish successful Proponent and the amount of funding to be received to CHF website; and
4. if at any time the CHF reasonably forms the opinion that a mutually acceptable
agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the CHF shall then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## 4.10 No Subcontract

It is required that the selected Proponent(s) will provide all services and will not subcontract or otherwise assign any of the work awarded through this Agreement without formal, written authorization from the CHF.

## 4.11 Notification to Proponents

The CHF will communicate the recommendations of the RFP Panel (“**Notification to Proponents**”) by the date specified in Section 1.1, RFP Schedule. The CHF reserves the right to provide Notification to Proponents by written correspondence to successful and unsuccessful Proponents.

## 4.12 Notification of Award

The CHF will communicate the results of the contract negotiation (“**Notification of Award**”) by the date specified in Section 1.1, RFP Schedule. The CHF reserves the right to provide Notification of Award by publishing a list of successful Proponents and amounts awarded to <http://calgaryhomeless.com/agencies/>.

# 5. GENERAL CONDITIONS

## 5.1 Eligible Proponents

Any duly incorporated legal entity, including a not-for-profit organization or a corporation.

## 5.2 CHF Right to Revise

The CHF reserves the right to:

1. revise the RFP Schedule;
2. revise the RFP and/or to issue amendments to the RFP; and
3. reject, cancel or to reissue the RFP in whole or in part if it is deemed in the CHF’s best interests, with no penalty, prior to the execution of an Agreement.

## 5.3 No CHF Obligation

This RFP does not commit the CHF in any way to select a Preferred Proponent, or to proceed to negotiations for an Agreement, or to award any Agreement and the CHF reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

## 5.4 Proponent’s Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any costs incurred by the Proponent in meetings, negotiations or discussions with the CHF or its representatives relating to or arising from this RFP.

The CHF and its representatives, agents, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for an Agreement, or other activity related to or arising out of this RFP.

## 5.5 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind of services is formed under, or arises from, this RFP, prior to the signing of a formal written Agreement.

## 5.6 Conflict of Interest

A Proponent shall disclose in its Proposal (Schedule A) any potential, actual or perceived conflicts of interest and existing business relationships it may have with the CHF, its elected or appointed officials, representatives, employees, funded agencies or funders. A Proponent must disclose any Relationship of Close Proximity defined as a relationship between any employee, director, officer or volunteer of the Proponent(s) and CHF where they are or have served as a director, a family member, a past employee, or a known future employee. The CHF may rely on such disclosure.

## 5.7 Confidentiality

All submissions become the property of the CHF and will not be returned to the Proponent. All submissions will be held in confidence by the CHF unless otherwise required by law. Proponents should be aware the CHF is subject to the *Freedom of Information and Protection of Privacy Act* (“***FOIP***”) of Alberta. Proponents acknowledge that the terms of the RFP or of any service agreement entered into between a Proponent and the CHF pursuant to this RFP, including the name of the Proponent, the consideration, term and details of the agreement, may be subject to disclosure under *FOIP.* To avoid disqualification, all Proponents are expected to ensure the confidentiality of this RFP.

## 5.8 Property of the Owner

All materials submitted in response to this RFP will become the property of the CHF upon delivery to the RFP Coordinator and will not be returned to the Proponent. The Proponent’s written response to the RFP, or portions thereof, may also become a part of the Agreement.

## 5.9 Licensing

Upon award, the Proponent will be responsible for a strict adherence to all Federal, Provincial, and Municipal codes and by-laws and must obtain all permits and licenses as applicable.

## 5.10 Safety Codes and Regulations

Upon award, the Proponent must adhere to all safety rules, regulations, and labour codes in effect in all jurisdictions where the work is to be performed.

## 5.11 Insurance/WCB

The Proponent agrees to indemnify and save harmless CHF for any claim demand arising out of the performance by the Proponent of the contract.

The Proponent agrees to obtain and maintain adequate insurance coverage relating to the operations and liability assumed under the contract in form and substance satisfactory to CHF and, if so requested, deliver copies of such insurance policies or certificates evidencing the same to CHF.

The Proponent agrees to maintain workers’ compensation coverage in accordance with the requirements of the *Workers Compensation Act*, if required, and provide evidence of compliance with the *Workers Compensation Act* as may be requested at any time CHF.

# 6. CHF RFP Appeal Procedure

Respondents to an RFP may register a grievance or protest a decision made regarding their Proposal using the CHF RFP Appeal Process.

## 6.1 Step One

Respondents wishing to appeal the final funding decision from an RFP must submit a written request within ten (10) calendar days of the Notification of Award. The written request must be directed to the CHF Representative specified in section 2.2 of the RFP.

1. The request for appeal shall include a clear description of the grievance and basis for appeal.
2. The request shall be signed by a person authorized to sign on behalf of the Proponent and designate a person to whom the CHF should direct its correspondence.
3. Upon receipt of the written appeal, the CHF Representative shall have five (5) business days to respond in writing to the appeal request. The response shall include information sufficient to address the grievance and the basis for the funding recommendation.
4. The response shall be directed to the designate. The response shall also include information about the next step in the CHF RFP Appeal Procedure.

## 6.2 Step Two

If the Proponent is dissatisfied with the decision from Step One of the appeal procedure, they may appeal in writing to the President and CEO of the CHF within five (5) business days of receipt of the decision.

1. The request for appeal shall be directed to the CHF President and CEO at 308, 925 7 Ave SW, Calgary AB, T2P 1A5.
2. The request for appeal shall include a clear description of the grievance and basis for appeal.
3. A copy of the response from the CHF Representative (Step One) shall be included with the appeal.
4. The request for appeal shall be signed by the designate.
5. The CHF President and CEO shall have five (5) business days from the date of receipt of the appeal request to respond in writing.
6. The response shall address the grievance and the basis for the funding recommendation.
7. The decision of the CHF President and CEO shall be final.

# 7. UNSUCESSFUL PROPOSALS

Proponents who are notified that their Proposals are unsuccessful may contact the RFP Coordinator (section 2.1) to arrange for a debriefing at a mutually convenient time and not later than within seven (7) days of the Notification of Award.