



The City of Saint John

**Request for Proposals**

**2024-092205P – Consulting Services –  
Governance Reform for Housing**

**Saint John, New Brunswick**

Request for Proposals No.: 2024-092205P – Consulting Services – Governance Reform for  
Housing

Issued: Monday, May 27, 2024

Submission Deadline: Wednesday, June 19, 2024, 4:00:00 p.m., ADT

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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the provision of consulting services pertaining to governance reform for housing as further described in Part 2 – The Deliverables (the “Deliverables”).

### **1.2 RFP Contact Person**

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management  
City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

### **1.3 Type of Contract for Deliverables**

- (1) The City will issue a purchase order to the successful proponent for the scope of services detailed in this request for proposal.

### **1.4 No Guarantee of Volume of Work or Exclusivity of Contract**

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

### **1.5 Canadian Free Trade Agreement (CFTA)**

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

**[End of Part 1]**

## **PART 2 – THE DELIVERABLES**

### **2.1 Description of Deliverables**

- (1) This RFP is an invitation to submit offers for the provision of consulting services pertaining to governance reform for housing as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

**[End of Part 2]**

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Timetable

(1) The RFP timetable is tentative only and may be changed by the City at any time.

Issue Date of RFP	Monday, May 27, 2024
Deadline for Questions	Tuesday, June 11, 2024, 4:00:00 pm, ADT
Deadline for Issuing Addenda	Wednesday, June 12, 2024, 4:00:00 pm, ADT
Submission Deadline	Wednesday, June 19, 2024, 4:00:00 pm, ADT
Rectification Period	3 Business Days
Evaluation	Complete within 2 weeks of closing

### 3.2 Submission Instructions

#### (A) **Proposals Shall be Submitted Electronically**

Proposals are to be submitted via email to:

supplychainmanagement@saintjohn.ca

#### (B) **Proposals Shall be Submitted in Prescribed Manner**

Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2024-092205P – Consulting Services – Governance Reform for Housing – Technical Proposal”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2024-092205P – Consulting Services – Governance Reform for Housing – Financial Proposal”.

#### (C) **Proposals Shall Be Submitted on Time**

Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

#### (D) **Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email and in a form similar to item (B) above. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

#### (E) **Withdrawal of Proposals**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Procurement Contact and must

be signed by an authorized representative. The Board is under no obligation to return withdrawn proposals.

### **3.3 Stages of Proposal Evaluation**

(1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:

- (a) Stage I – Mandatory Requirements and Rectification
- (b) Stage II – Evaluation of Rated Criteria and Pricing
- (c) Stage III – Selection and Final Negotiation

#### **(A) Stage I – Mandatory Requirements and Rectification**

##### **Submission and Rectification Period**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

##### **Mandatory Submission Forms**

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.

##### **Submission Form (Appendix A)**

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

##### **Pricing Form (Appendix B)**

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

##### **Reference Form (Appendix C)**

Each proponent must complete the Reference Form and include it with its technical proposal.

##### **Other Mandatory Requirements**

Each proposal must:

- (a) Be in English.

- (b) Be for the entire scope of work as described in Appendix D – Section A - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables described in Appendix D shall be disqualified.

**(B) Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria. The City intends to shortlist to up to Three (3) proponents, however, should the City deem it to be in its best interest, it may expand this number accordingly.

**(C) Stage III – Selection and Final Negotiation**

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

**[End of Part 3]**

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **(A) Proponents to Follow Instructions**

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

#### **(B) Information in RFP Only an Estimate**

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **(C) Proponents Shall Bear Their Own Costs**

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

### **4.2 Communication after Issuance of RFP**

#### **(A) Proponents to Review RFP**

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
  - (a) Shall report any errors, omissions or ambiguities; and
  - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.



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

**(B) All New Information to Proponents by Way of Addenda**

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

**(C) Post-Deadline Addenda and Extension of Submission Deadline**

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

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

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

**(E) No Incorporation by Reference**

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

**(F) Proposal to Be Retained by the City**

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

**4.3 Debriefing**

**(A) Debriefing – Following Award**

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after notification of award.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

#### **4.4 Prohibited Conduct**

##### **(A) Proponent Not to Communicate with Media**

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

##### **(B) No Lobbying**

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

##### **(C) Illegal or Unethical Conduct**

- (1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or maybe seen to compromise the competitive process provided for in this RFP.

##### **(D) Past Performance or Inappropriate Conduct**

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
  - (a) All the conducts as described in Part 4 – Section 4.4;
  - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
  - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### **4.5 Confidential Information**

##### **(A) Confidential Information of City**

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) Is the sole property of the City and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
- (d) Shall be returned by the proponents to the City immediately upon the request of the City.

**(B) Confidential Information of Proponent**

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

**4.6 Procurement Process Non-Binding**

**(A) No Contract A and No Claims**

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

**(B) No Contract until Execution of Written Contract**

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

**(C) Non-Binding Price Estimates**

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including

withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

**(D) Disqualification for Misrepresentation**

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

**(E) Cancellation**

- (1) The City may cancel or amend the RFP process without liability at any time.

**4.7 Governing Law and Interpretation**

**A. Governing Law**

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
  - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
  - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

**4.8 Regional Municipalities**

Unless objected to in their submission(s), the successful vendor(s) agree(s) that Regional Municipalities shall have the advantage of the discounts and prices accepted by the City. Regional Municipalities will be considered to be any community that is in the boundaries of the Province of New Brunswick. This in no way commits these municipalities to accepting this quotation, but provides them with the opportunity to take advantage of the City's volume purchasing discounts.

The City is not responsible for payment for products or services supplied to any Regional Municipality.

The vendor(s) shall invoice Regional Municipalities directly for any product or services supplied to them under this quotation.

**4.9 Social Procurement**

The City of Saint John is aiming to further its social procurement objectives, specifically with regard to: respecting the values of inclusivity, diversity, equity, culture, and fair labour practices; supporting diverse organizations; striving for an ever-improving quality of life with a view to becoming the most vibrant and welcoming community in Atlantic Canada by growing the City, serving the City and becoming the community of choice through the cultivation of community pride

and the vibrant promotion of beautification, arts, culture, heritage, recreation, education, employment, and diversity; providing residents with opportunities to prosper with flourishing neighbourhoods and a protected environment with quality municipal services; and promoting population growth and a growing tax base for the City.

The City of Saint John has developed a Social Procurement Supplier Questionnaire. This questionnaire is voluntary. The information collected from suppliers via this questionnaire will be used by the City to register suppliers within the geographic boundaries of the City that identify with falling within any of the Social Procurement Supplier categories defined in the City's Social Procurement Protocol. This questionnaire is available on the City's website under <https://saintjohn.ca/en/city-hall/tenders-and-proposals>.

**[End of Part 4]**

## APPENDIX A – SUBMISSION FORM

**(A) Proponent Information**

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

**(B) Acknowledgment of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed a Supply Agreement.

**(C) Ability to Provide Deliverables**

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the prices set out in the Pricing Form.

**(D) Mandatory Forms**

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
<b>Submission Form</b>	
<b>Pricing Form</b>	
<b>Reference Form</b>	

**Notice to proponents:** There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

**(E) Non-Binding Price Estimates**

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

**(F) Addenda**

The proponent is deemed to have read and accepted all addenda issued by the City 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 confirms that it has received all addenda by listing the addenda numbers, or, if no addenda were issued, by writing the word “None”, on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

**(G) No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**(H) 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 City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have the authority to bind the proponent.





## APPENDIX C – REFERENCE FORM

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

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## APPENDIX D – RFP PARTICULARS

### (A) The Deliverables

#### 1. The Project

##### 1.1 Project Goal

The goal of this project is to investigate, at the municipal level, possible governance reform models, including a Municipal Housing Entity, to achieve the City of Saint John's goals related to improving housing affordability, while balancing fiscal constraints. The main deliverable is a report and recommendation that provides a best practice analysis of different models, resource requirements, and outcomes, with the identification of a recommended model that includes revenues/expenditures and targeted outcomes. As an early phase of the project, a gap analysis of the local non-profit and public housing sector will provide key insight into the challenges and opportunities faced by this sector, in addition to the potential value-added role a different form of governance could play for the City, based on best practice analysis.

##### 1.2 Background

Considerable background analysis has already occurred and will be provided to the selected proponent. Several recent initiatives have laid the groundwork for the City of Saint John to understand and respond to affordable housing challenges, including the Housing Needs Assessment (2022), 5-year Affordable Housing Action Plan (2022), Affordable Housing Grant, Rapid Housing Initiative Round 3 project stream application (2023) and Housing Accelerator Fund project (2024).

The 2022 Housing Needs Assessment (Attachment A) demonstrated:

- Challenges in the rental market, in particular among low-income households, where 40% of renter households have incomes less than \$20,000
- Dramatic increases in resale prices of homes and rent increases corresponding with an increased demand to access non-market housing that exceeds current inventory (1,200 households on waitlist)
- Age of housing stock and modest level of activities over the past 10 years, with the exception of the recent uptick in higher end rental apartment infill development or conversions.
- There has been an increasing shift in housing starts towards apartments and a greater diversity in new housing stock is needed. Apartments building housing starts represent 60% of all starts from 2010-2019 and 80% of all starts from 2020 to present.

As a result of the Needs Assessment work, the 2022 Affordable Housing Action Plan (Attachment B) identified four gaps in the City of Saint John housing continuum:

- Supportive/special needs housing
- Housing to address the needs of most vulnerable households
- Affordable rental housing
- Affordable ownership housing

Action #6 of the Plan recommends that “the city, along with a Housing Advisory Committee, investigate potential governance enhancements that could accelerate the outcomes of the Affordable Housing Action Plan.”

Near the same time as the adoption of the Affordable Housing Action Plan, Common Council passed a motion on September 26, 2022 that “the City Manager investigate the creation of a Municipal Housing Entity for the City of Saint John to implement the Affordable Housing Action Plan and any other initiatives that may address the housing crisis in Saint John.”

Governance reform should result in improved outcomes to address these gaps at the municipal level of responsibility. Local governments have a limited number of levers and are faced with uncertainties around the longevity of National Housing Strategy funding and need to coordinate with provincial funding programs. The City’s current operations, which have been temporarily bolstered by the Housing Accelerator Fund, need to be examined within the shifting provincial/federal landscape. Several recent changes have changed the landscape at the provincial and federal level:

- In 2022, the Provincial government announced reinvestment in public housing through the construction of 380 new units and more recently in March 2023, the renewal of the NB Housing Corporation.
- In 2024, the Federal Government announced a new Housing Strategy to supplement the 2017 strategy, which includes several new initiatives and funding programs.

## **2. Deliverables**

### **2.1 Gap Analysis of Community Housing Sector**

Currently, affordable housing provided by non-profit/public entities makes up 5% of the overall housing stock. These entities are primarily focused on provision of affordable rental housing and there are few if any organizations targeting affordable home ownership. The goal of the gap analysis is to understand the community housing sector’s strategic goals and what gaps may exist relative to addressing the four housing gaps and goals of the Action Plan. The analysis must demonstrate a firm understanding of existing non-profit and public sector actors within the housing system.

The gap analysis will provide an assessment within the context of the Housing Needs Assessment (Section 3.3.3) and consist of the following:

- a) Facilitate engagement of each organization to understand current performance, the mandate of each organization, strategic planning and any existing forms of partnerships/coordination of a local agenda.
- b) Using the collected information, the analysis will seek to reconcile the current state of the sector with the future state needed to meet the expected need, targets, and longer-term goals of the community set out in the Affordable Housing Action Plan.
- c) A summary report of this analysis will be undertaken to assist with informing the potential opportunities for a Municipal Housing Entity to fill any gaps identified in the analysis.

### **2.2 Report and Recommendation**

The main deliverable for this project will be a final report and recommendation on the preferred governance reform model for the City of Saint John. This report will incorporate the gap analysis.

- a) The report will present a wide spectrum of models based on best practice analysis, including but not limited to the following models:
- Develop, own, and manage housing within the City organization or through an arms length housing entity
  - Develop housing only through an arms length entity
  - Municipal task force or Housing Advisory Committee
- b) Models must be analyzed in accordance with such factors such as the following:
- Role, function, and configuration of the model
  - Required resources to set up, timeline, and draft budgetary figures,
  - Potential to leverage external funding sources;
  - Operational flexibility
  - Sustained resources and obligations
  - Strengths, weaknesses, opportunities and threats
- c) The analysis should be informed by local context and the changing regional, provincial, and federal landscape of housing roles and responsibilities.
- d) Facilitation of targeted stakeholder interviews will need to be undertaken, which will build on stakeholder engagement conducted during the creation of the Action Plan in the Spring of 2022.
- e) The analysis will be guided by a project steering committee to help provide additional context and build a final recommended option.
- f) The findings should be based on the experience and analysis of the research team.
- g) The recommended model will include a detailed 3-year operating budget which includes revenue/expenditures and high-level targets.
- h) The final report will be concise and focused on outcomes and findings. The report will include an introduction, background, summary of stakeholder engagement, gap analysis findings, best practice analysis and recommended model. The recommended model should include a high-level operating plan, including revenues/expenditures and targets.
- i) Attendance at and presentation of the report findings will be required to City Committees/Common Council, with the later being an in-person presentation.

### **3. Schedule**

- a) Regular weekly meetings will be held between the project manager and consultant.
- b) The gap analysis should be completed in advance of the final report. This analysis may be presented to the project steering committee/Growth Committee virtually in summary form as an update.
- c) Presentation of the draft report and recommendation to the project steering committee should be completed before the end of Q4 2024.

- d) The final report and recommendation should be presented to Growth Committee and Common Council in Q1, 2025.

#### **4. Roles**

##### **4.1 Role of the Consultant**

The consultant will be expected to manage all aspects of the process leading to the final version of the deliverable. The consultant's relationship with the City of Saint John will be through a project manager.

In addition to a close working relationship with the project manager and City staff, the consultant will also work with the local stakeholders. It is expected that proposals may also include interaction with the project steering committee, City's Growth Committee and Common Council in the form of presentations.

##### **4.2 Role of the City of Saint John**

It is important to acknowledge the role the City of Saint John will play in the planning, evaluating, and implementing this project. The City will have the following key roles and responsibilities, among others:

- a) Act as the project lead for this initiative;
- b) Provide any necessary background information to the consultant;
- c) Maintain and lead the project charter that guides this initiative;
- d) Support and participate, when available, in stakeholder engagement;
- e) Review all materials prior to submission to the Steering Committee, Growth Committee, and Common Council;
- f) Act as the primary lead with the Steering Committee and Growth Committee who oversee this initiative;
- g) Ensure alignment with existing and concurrent initiatives within the City of Saint John;
- h) Identify needed adjustments in the sequencing and implementation of the initiative in order to respond to opportunities and concerns.

#### **5. Professional Qualifications**

The City of Saint John is seeking proposals from planning firms or individuals of a high professional calibre. The successful consultant will have extensive experience in housing policy. Responses to this proposal may include team members that are full and current members of the Canadian Institute of Planners. Other relevant professional qualifications will also be considered.

#### **6. Content of Submissions**

The City of Saint John invites submissions from qualified consultants. Submissions shall be no more than thirty pages of content in length, excluding appendices, using a twelve-point font. Submissions shall include the following information and in the same order:

1. The name of the firm responding to the call.
2. Your understanding of the project.
3. Your firm's leadership and project management skills and experience.

4. Your firm's experience in affordable housing, government and administrative services. Similar project work may also be considered.
5. Evidence of your firm's ability to work collaboratively with government, non-profit organizations, and stakeholders.
6. The identification of members of the team, including a summary of the qualifications and relevant experience and the roles and responsibilities of each member of the team; and those in supporting roles.
7. The identification of a project lead who will assume overall responsibility for the consulting team.
8. The proposed use of each member of the team.
9. A management structure to ensure the timely completion of the project.
10. Definition of the role of the consultant and the desired working relationship with the project liaison as well as other City entities and staff members.
13. A financial proposal on the gap analysis and final report/implementation strategy and clearly identifies the costs associated with each component.
14. Appendices that include:
  - a. A resume or curriculum vitae for each member of the team
  - b. Any other information considered relevant for the purpose of this call
  - c. References, to verify information for the evaluation criteria.

## **7. Terms and Conditions**

### **DURATION**

To be negotiated as appropriate.

### **PAYMENT**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can **either** be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, **or** by email to the Accounts Payable department ([accountspayable@saintjohn.ca](mailto:accountspayable@saintjohn.ca)). Vendors are to ensure invoices are not sent both ways.

### **FREIGHT AND DELIVERY**

Please quote your net price on each of the commodity(s) F.O.B. delivered to City of Saint John.

The proposed prices for all materials and/or services are to include pick-up, transportation, delivery, duty, fuel surcharge and any other charges incurred in order to provide the required materials and/or services.

### **SPECIFICATION SHEETS AND WARRANTY**

Specification sheets along with warranty information and any limiting conditions must be submitted with the proposal.

### **TERMINATION OF THE CONTRACT**

The City reserves the right to terminate the contract at any time during the course of this agreement. In such an event, payment will be made only for the product received up to the time of termination.

## **BASIS FOR AWARD**

The City does not bind itself to accept the lowest or any proposal submitted, but reserves the right to accept any proposal deemed to be in its best interest. The City also reserves the right to split this contract between two or more proponents based upon the overall best value to the City.

## **NO GUARANTEE**

The City makes no guarantee as to the value or volume of the Deliverables. The quantities stated herein reflect the anticipated requirements of the City; however, the City reserves the right to purchase more or less than the total quantity stated.

## **RESERVED RIGHTS**

The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
  - i) Assess and reject a proposal on the basis of
    - i. Information provided by references;
    - ii. The proponent's past performance on previous contracts;
    - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
    - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;

- v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

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 City 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 City exercising any of its express or implied rights under a Proposal Solicitation.

#### **LIMITATION OF LIABILITY AND WAIVER**

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.



## (B) Evaluation Criteria

- (1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
<b>Quality and Completeness:</b> <ul style="list-style-type: none"> <li>• <b>Has the proponent addressed all of the needs identified?</b></li> <li>• <b>Is the proposal presented in an organized and professional manner?</b></li> </ul>	10
<b>Methodology and Experience:</b> <ul style="list-style-type: none"> <li>• <b>Meet/exceed expectations outlined.</b></li> <li>• <b>Realistic Timeframes.</b></li> <li>• <b>Experience of Company.</b></li> <li>• <b>Experience of Personnel (CV's).</b></li> </ul>	50
<b>Cost:</b> <ul style="list-style-type: none"> <li>• <b>Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.</b></li> <li>• <b>The financial proposal shall include:</b> <ul style="list-style-type: none"> <li>○ <b>Pricing Form</b></li> </ul> </li> </ul>	40
<b>TOTAL POINTS FOR STAGE II</b>	<b>100</b>