
REQUEST FOR PROPOSAL

To provide

NEW CONSTRUCTION OF TWO (2) NEW HOUSES

Construction Services for

Public Works Department

For the

RAINY RIVER FIRST NATIONS

FIRST NATION:	Rainy River First Nations
PREPARED BY:	Rainy River First Nations
DATE:	March 6, 2023
SUBMISSION DEADLINE AND LOCATION:	Before 4:00 P.M. CST on April 4, 2023 Rainy River First Nations P.O. Box 450 Emo, ON P0W 1E0 wayne.strachan@manitourapids.ca

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DEFINITIONS

“Agreement” means the formal written contract that will be entered into at the end of the procurement process which includes the RFP procurement documents, including any addenda; the Service Provider’s Proposal Submission; and any amendments executed in accordance with the terms of the Agreement.

“Business Day” and/or “Working Day” is any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.

“Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax.

“Public Works” and/or “PW” refers to the Public Works Department of Rainy River First Nations.

“Joint Venture” is a collaborative undertaking by two or more firms for which the participant firms are equally (both jointly and individually) responsible.

“Owner” and/or “Rainy River” and/or “First Nation” refers to Rainy River First Nations and is the entity acquiring the goods and services outlined in the Contract.

“Preferred Proponent” is the entity that is selected by the Owner to enter into the executed Agreement.

“Principal” is an individual in a firm who possesses the legal responsibility for its management (owner, partner, officer, administrator, etc.).

“Proponent” includes firms that submit or intends to submit a proposal in response to this RFP prior to the specified submission closing dates.

“Proposal” refers to documents Proponents submit in response to this RFP.

“RFP” or “Request for Proposal” means the process and RFP documents described in Section 1.1.

“Service Provider” refers to the successful Proponent under Agreement for this Assignment.

“Sub-Service Provider” refers to a firm or individual that has been hired by the Service Provider to perform specific tasks of this Assignment.

“Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Service Provider under the Contract.

PART A – GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

DRAFT

Section 1: GENERAL INFORMATION AND INSTRUCTIONS

1.1 Purpose

This Request for Proposal states the instruction for submitting proposals and the procedure by which a Service Provider will be selected.

The RFP Documents include:

- Part A – General Conditions for Request for Proposal
- Part B – Terms of Reference
- Part C – Proposal Instructions
- Appendices
- Addenda / Clarifications prior to the Proposal Submission closing date

The RFP Documents will be incorporated into the resulting Agreement for this Assignment.

1.2 Issuing Office

Rainy River First Nations
P.O. Box 450
Emo, ON P0W 1E0
E-mail: wayne.strachan@manitourapids.ca

1.3 RFP Schedule

The following schedule of activities is tentative and may be changed by the Owner at its sole discretion.

Request for Proposal:	March 6, 2023
Last Day for Consultant Questions:	March 28, 2023 at 4:00 p.m. CST
Proposals Due:	April 4, 2023 at 4:00 P.M. CST
Selection of Consultant:	April 14, 2023

1.4 Proposal Submission

Detailed submission of the Proposal requirements shall be in accordance with the project specific details outlined in Part C of this RFP.

An electronic pdf copy of the Proposal (“Management Section” only) submitted via e-mail must be received by the Issuing Office, **not later than 4:00 P.M. CST, on April 4, 2023. For consistency, www.timeanddate.com will be used as the official clock for receipt of proposals.** Proposals, signed by the Proponent’s authorized representative and enclosed in the envelope provided for the purpose, **must** be sent via courier on the same day as closing and be received by the Issuing Office within five (5) business days of the closing date and time. See Section 5.2 for detailed submission requirements.

The Owner will not accept submission of any Proposals after the closing date and time.

Failure to submit by the time and date specified shall result in disqualification of the Proposal. Late Proposals will not be accepted and will be returned unopened. Each Proponent alone bears the responsibility for delivery of the Proposal by the stipulated date and time. The Owner will not be responsible for Proposals which are delivered to the mailroom, security or to any other location

and which do not arrive at the Issuing Office before the stipulated date and time. The office is open to receive Proposals between 9:00 a.m. and 4:00 p.m. local time Monday to Friday (excluding Holidays). Proposals will be dated, and time stamped upon receipt. All Proposals must be signed in all forms and areas specified. No fax transmissions will be accepted.

Proposals submitted after the submission closing date/time will be returned unopened to the respective Proponent. No alteration to the Proponent's Proposal will be accepted after the Proposal Submission due date, except as provided for herein. A Proposal may be withdrawn by a Proponent by means of a written request delivered to the Issuing Office prior to the Proposal Submission's due date and time.

Each Proponent shall be solely responsible for examining all the RFP documents, including any addenda issued during the RFP period, and shall be deemed to have satisfied itself of the sufficiency of its Lump Sum Price for the Services.

By submitting Proposals, Proponents authorize the Owner to conduct reference checks.

Each Proponent shall review all the RFP documents and shall promptly report and request for clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein. Where such a request results in a change to the requirements of this RFP, the Owner will prepare and issue an addendum to this RFP.

Proponents shall not make verbal inquiries to staff with respect to this RFP. Information given orally by staff will not be binding on the Owner, nor will it be construed as a factor in the evaluation of the Proposals.

1.5 Proposal Evaluation

The evaluation of the Proposal shall be in accordance with the project specific details outlined in Part C of this RFP. Please note the lowest priced, or any proposal, will not necessarily be accepted.

Each Proposal will first be examined to determine if it meets the Mandatory Requirements (has the information been submitted in the manner specified in the Request for Proposals and all the requirements have been satisfied). A determination of non-compliance (omitted or unacceptable items) may result in disqualification of the submission from further consideration.

Proponents understand and agree that the Owner may, if deemed necessary, verify any information provided in any Proposal. It must be clearly understood that if there is any evidence of misleading or false information having been given, the Owner may, in its sole discretion, reject the Proposal.

Proponents have a right to a debriefing only after the executed Agreement between the Preferred Proponent and the Owner has been signed.

Once the Agreement has been executed, the Owner, when requested, will debrief each Proponent at the Owner's date and time of preference, relative to each Proponent's Proposal evaluation results.

The Owner will consider all Proposals as confidential. The Owner will, however, have the right to make copies of all Proposals received for its internal review process. Any innovative ideas expressed in any unsuccessful Proposal shall be considered proprietary to the respective Proponent.

1.6 Changes to the RFP

The Owner may, in its sole discretion, amend or supplement the RFP Documents prior to Proposal Submission closing dates. The Owner shall issue changes to the RFP Documents by Addenda only. No other statement, whether oral or written, made by the Owner shall amend the RFP Documents. Proponents are to acknowledge and list all addenda received and included in the preparation of their proposal in their proposal.

The Owner reserves the right to modify the schedule or cancel this RFP for any reason without incurring any liability for costs, losses or damages incurred by any Proponents invited to participate in the Proposal phase.

1.7 Conflicts or Inconsistencies

In the event of conflicts or inconsistencies, documents with the most recent date shall prevail.

1.8 Proponents Questions

A Proponent may submit a question by e-mail.

The last day for questions is **March 28, 2023 at 4:00 p.m. CST**. Questions must be directed to:

Wayne Strachan
Public Works Manager, Rainy River First Nations
P.O. Box 450
Emo, ON P0W 1E0
Phone: 807-482-2479 x 253
E-mail: wayne.strachan@manitourapids.ca

Section 2: TERMS AND CONDITIONS

2.1 Proponents' Terms and Conditions

2.1.1 Proponents' Responsibility

It is the responsibility of each Proponent to inquire about and clarify any requirements of this Request for Proposals, which are not understood prior to the closing date and time of the RFP to ensure that the Proponent has a comprehensive understanding of the project and that their Proposal includes all aspects as per the intent of the project.

Proponents must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.

Proponents must determine the sufficiency of the information presented and identify/obtain any additional information, and perform any studies, analysis or investigations as deemed necessary to deliver the requirements of this Assignment.

All requirements including designs, documentation, plans, and information viewed or provided to Proponents in connection with this RFP are the property of the Owner and must be treated as confidential and not used for any purposes other than replying to this RFP and the fulfillment of the contract. Upon request of the Owner, all original, designs, documents, plans and information shall be returned to the Owner.

Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

By submitting Proposals, Proponents accepts that they understand the scope of the project and their proposed work and cost submitted will fulfill the full intent of the project.

2.1.2 Non-Collusion

Proponents **shall not discuss or communicate** with any other Proponents about the preparation of their Proposals. Each Proponent shall participate in the RFP process fairly and without collusion or fraud.

2.1.3 No Liability for Expenses

All Proposals shall be prepared by and at the expense of the respective Proponent. The Owner will not be liable for any loss or damage suffered by any Proponent including, without limitation, any expenses incurred in the preparation and submission of the Proposal.

2.1.4 Irrevocable Offer

Proposals submitted to the Owner shall constitute a valid and irrevocable offer which is open for acceptance by the Owner from and after submission until the expiration of the 90th day following the Closing Date specified in Section 1.3.

The RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the Owner. By this RFP, the Owner reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Proponent, and negotiate with all or any of the Proponents both before and after award and sign an agreement with the preferred Proponent or not sign an agreement at all.

Without limiting the generality of the foregoing, the Owner reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Proponents; e) re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature; f) negotiate with any one or more of the Proponents with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal; g) the Owner may, in its sole and absolute discretion, independently verify any information in any submission.

Wherever the words “will”, “shall” or “must” are used in this RFP, the Owner will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the Owner at this time. Therefore, the Owner must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Owner.

The lowest priced or any proposal will not necessarily be accepted.

2.1.5 Clarification of Proposals/Verification of Information

The Owner, without liability, cost, or penalty, may, in its sole discretion at any time after Proposal submissions, seek clarification from any Proponent, either in writing or during any meetings or presentations or interviews with respect to its Proposal. Without limiting the generality of the foregoing, the Owner may, in its sole discretion, request a Proponent to confirm in writing any statement made by the Proponent during any presentation or demonstration, in which case the Proponent will promptly provide such written confirmation to the Owner within the time specified by the Owner. Any written information received by the Owner from a Proponent in response to a request for clarification from the Owner shall be considered an integral part of the Proponent’s Proposal. Without prejudice to its right, the Owner may request clarification if any Proponent’s intent is unclear, or the Proposal is unclear or the Owner may waive or request amendments where in the opinion of the Owner there is an irregularity or an omission in the information submitted in the Proposal.

The Owner may verify any Proponent’s statement or claim for whatever means the Owner deems appropriate, including contacting references other than those offered by the Proponent. The Owner may reject any Proponent’s statement or claim if, in the judgment of the Owner, the statement or claim is unwarranted or not credible. The Proponent shall cooperate with the Owner in its attempt to verify any such statement or claim.

If the Owner receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Owner to be inaccurate, incomplete or misleading, the Owner reserves the right to revisit the Proponent’s compliance with the Mandatory Requirements and/or adjust the evaluation or scoring of the Proposal.

2.1.6 Selection Process

Because the Owner bases any decision to award a contract on the Proposals submitted, Proponents should include all requirements, terms, and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

The Owner reserves the right, at its sole discretion, to negotiate with any Proponent as it sees

fit, or with another Proponent or Proponents concurrently. In no event will the Owner be required to offer any modified terms to any other Proponent. The Owner shall incur no liability to any other Proponent because of such negotiations or modifications.

The Owner shall have the right to negotiate with each Proponent the terms and conditions of their Proposal, the details of the contract and the inclusion or exclusion of all or any portion of the Work called for under the proposed services in this RFP. Negotiations may take the form of adding, deleting, or modifying requirements to obtain the best possible price. There is no obligation to negotiate with only one Proponent to the exclusion of the other Proponents.

2.1.7 Execution of Agreement

The successful Service Provider will be required to comply with the fully executed agreement with the Owner after acceptance by the Owner. Any subsequent changes to the contract will be made only in writing.

The placing in the mail to the address given in his/her submission or delivery of a notice of award to a Proponent shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Proponent providing all documentation, insurance, bonding, security and certifications as required by the RFP within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the Proponent. The Proponent shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement incorporating the terms and conditions of this RFP and such other terms and conditions as the Owner shall reasonably require.

2.1.8 Failure to Execute Agreement

In the event that a Preferred Proponent fails to enter into and duly execute the written Agreement within the prescribed time in Section 2.1.7, the Owner reserves the right, at its sole discretion, exercising reasonably, to award this Assignment to another Proponent, not to accept any Proposal, or to call for a new Proposal, and the defaulting Preferred Proponent shall be liable for all losses, damages, costs and expenses (including consequential losses and damages, and legal fees on a solicitor and client basis) suffered or incurred by the Owner as a direct or indirect result thereof, including but not limited to any increase in the price of performance over the price submitted by the defaulting Preferred Proponent in its Proposal.

2.1.9 Limitation of Liability

In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFP or any agreement arising therefrom. Clauses that limit the liability of the Proponent with the proposal are not acceptable.

Each Proponent, by submitting a Proposal, agrees that:

- 1) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the Owner or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and

- 2) The Proponent hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Proponent is not successful in the selection process for any reason whatsoever.
- 3) The Proponent acknowledges that in evaluating the Proposals, the Owner and its advisors are seeking a Proposal satisfactory to the Owner and under no obligation to the Proponent to do anything other than bona fide consider all Proposals.

In the event that the Owner shall be in default under this RFP or the Agreement, or shall be negligent in the performance of its duties under this RFP or the Agreement, or shall be in default of any legal, contractual or statutory obligation to the Proponents, then in no event shall there be any liability to the Owner, its member municipalities, employees, officers, directors, advisors or representatives in excess of the actual out-of-pocket costs incurred by the Proponent in preparing the Proposal of such Proponent and no claim shall be made if not made within six (6) months after the date of receipt of all of the Proposals and opening of the Proposals.

Award of this contract is subject to appropriate funding acceptable to the Owner being available and received by the Owner.

2.1.10 Non-Compliance

The Owner's determination of non-compliance will be based on the contents of the Proposal itself. A Proposal that is compliant is one that conforms to all the terms, conditions, TOR, addenda, and other requirements of the RFP without arithmetic errors, material deviation, irregularity, reservation, or omission.

The Owner reserves the right to waive a non-compliance with the requirements of the RFP where the non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential non-compliance, and the determination of whether to waive or not waive the non-compliance, shall be at the Owner's sole discretion.

The Owner may request the Proponent to submit the necessary information or documentation, within a reasonable period, to rectify non-compliances or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proponent to comply with the request may result in the rejection of its Proposal.

2.1.11 Conflict of Interest

Each Proponent must include in its Proposal a statement regarding conflict of interest and access to any Confidential Information.

"Confidential Information" refers to confidential information of the Owner (other than confidential information which is disclosed to the Service Provider in the normal course of the Request for Proposal); the Confidential Information is relevant to the Services required by the Request for Proposals, their pricing or the Request for Proposal evaluation process; and the disclosure of which could result in prejudice to the Owner or an unfair advantage to the Service Provider.

The submission of any Proponent may be disqualified where the Proponent fails to provide confirmation or makes misrepresentations regarding any of the above. Further, the Owner shall have the right to rescind any Agreement with the successful Service Provider if the Owner at his/her discretion determines that the successful Service Provider has made misrepresentation regarding any of the above, in addition to or in lieu of any other remedies

that the Owner has in law or in equity.

2.2 Service Provider's Terms and Conditions

2.2.1 General Conditions

The Owner shall be responsible for ascertaining the availability of all information prior to the start of the project and for determining the procedures to be followed during the project.

The Owner will provide as much information as possible; however, they cannot verify its accuracy or completeness. Information may include data and relevant reports. The Service Provider shall return, in good condition, all materials supplied by the Owner after completion of the project.

The Service Provider and the Owner's Project Team shall maintain regular direct contact during the project.

2.2.2 Contract Responsibilities

The Service Provider agrees to enter a contract with the Owner for the work as outlined in the Request for Proposal up to the accepted maximum limited as submitted by the Service Provider.

The Service Provider agrees to carry out the work in accordance with an accepted schedule presented in the Proposal and to submit monthly reports of physical and financial progress and milestones completed.

The Service Provider agrees to complete the work with the least disruption to the daily operations of the organization as possible.

The Service Provider agrees to make use of any existing data and reports to the maximum extent possible.

The Service Provider agrees to provide complete and comprehensive professional services in the specialty fields required to carry out the work, including any sub-consulting works.

2.2.3 Privileged Information

Any information made available to the Service Provider related to the project shall be treated as privileged and confidential by the Service Provider except where the nature of the project requires the release of such information or where such release is authorized by the Owner.

2.2.4 Property of Documents and Copyright

All materials developed and reports made in connection with the project shall become the property of the Owner and must be turned over with full copyright to the Owner upon completion of the project. This includes all digital files in their original format. The Service Provider shall not divulge or use such material other than in performing the services under the contract.

2.2.5 Terms and Schedule of Payments

As funding is provided primarily from the federal government, any funding and payments thereunder will be subject to the requirements of such program and contracts with the Owner.

Payment by the Owner shall be based on the Service Provider's submission for fees and expenses, supported by time sheets and invoices for actual expenses incurred. A format for

invoicing will be agreed by the Owner's Project Team, based on past practices.

Payment of fees and reimbursable expenses for services performed by the Service Provider for which the fee is calculated on a percentage of the cost of the work completed, shall be made within 30 days upon receipt of his/her acceptable statement of account by the Owner. The monthly fee shall be based on the Service Provider's monthly progress estimate pro-rated based on the amount of the study completed, applied against the Service Provider's upset limit, as well as the current amount of disbursements incurred.

2.2.6 Invoicing

The Service Provider shall submit two (2) copies of each invoice to the Owner's Project Coordinator monthly. Invoices shall also be provided in digital format to the Owner's Project Team. Invoices shall include all time and charge-out rates, expenses, and disbursements, including any mark-up for sub-Service Providers.

The Service Provider shall record and document the cost for each allowance item separately. The Service Provider invoice shall have a separate charge for each allowance items.

The Service Provider shall not be paid more than 90% of the agreed fees and disbursements until the Final report has been reviewed and **approved** by the Owner's Project Team and all documentation has been submitted as per the requirements of this document.

At no time shall the costs for the Consulting Services be exceeded without prior written authorization of the Owner's Project Team.

2.2.7 Contract Cancellation

The Owner shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof without cause or fault. In the event of such cancellation, the Owner shall pay to the Service Provider the cost and expenses by the Service Provider in performing that portion of the work completed up until the date of cancellation.

The Owner may:

- 1) If the Service Provider; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Service Provider makes a general assignment for the benefit of its creditors; then, in any such case, the Owner may, without notice; terminate the contract.
- 2) If the Service Provider; fails to comply with any request, instruction or order of the Owner; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Owner's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Owner may, upon expiration of ten days from the date of written notice to the Service Provider, terminate the contract.
- 3) Any termination of the contract by the Owner, as aforesaid, shall be without prejudice to any other rights or remedies the Owner may have.
- 4) If the Owner terminates the contract, it is entitled to:

- a) Take possession of all the work in progress and finish the work by whatever means the Owner may deem appropriate under the circumstances.
- b) Withhold any further payments to the Service Provider until its liability to the Owner is ascertained.
- c) Recover from the Service Provider loss, damage and expense incurred by the Owner by reason of the Service Provider's default (which may be deducted from any monies due or becoming due to the Service Provider, any balance to be paid by the Service Provider to the Owner).

The Owner shall not be liable to the Service Provider for loss of anticipated profit on the cancelled portion or portions of the work.

2.2.8 Subcontracting Services by the Service Provider

Sub-contracting by the Service Provider shall not be construed to relieve the Service Provider from any obligation under this Assignment or impose any liability upon the Owner. Nothing contained in the assignment documents between the Service Provider and its sub-service provider, shall create a contractual relationship between a Sub-Service Provider and the Owner.

2.2.9 Successors and Assigns

The contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors, and assigns.

2.2.10 Indemnification

The Service Provider shall indemnify and save harmless the Owner, its employees, contractors, agents, and assigns (collectively, the "Indemnities") from and against any and all Claims of any nature whatsoever and howsoever caused resulting from or relating to:

- 1) any breach, violation or non-performance by or on behalf of the Service Provider of any covenant, obligation or agreement of the Service Provider contained in this Agreement, including any warranty (express or implied).
- 2) any negligent acts or omissions or willful misconduct by or on behalf of the Service Provider relating to the Services.
- 3) any acts performed or omitted to be performed (including, without limitation, any negligent acts or omissions) by or on behalf of the Service Provider beyond the authority of the Service Provider hereby conferred.
- 4) any inaccuracy in or breach of any of the representations or warranties of the Service Provider contained in this Agreement or any document or certificate prepared by or on behalf of the Service Provider given pursuant to this Agreement.
- 5) any claims for personal injury or property damage by third parties, caused by errors, omissions, negligence, willful misconduct, recklessness or fraud of the Service Provider, its officers, directors, partners, affiliates, agents, or employees in connection with the Services; and/or
- 6) all reasonable costs, expenses and legal fees (on a solicitor and his own client basis) that may be incurred or paid by the Owner in enforcing the terms, covenants and conditions of this Agreement and/or that may be incurred or paid by the Owner in connection with any action, suit or proceeding with respect to a matter for which the Service Provider is obligated to indemnify the Indemnities, provided that the indemnity obligations of the Service Provider hereunder shall not extend to claims attributable to the negligence or willful misconduct of the Owner.

2.2.11 Replacement of Specific Individuals

If specific individuals including those from Sub-Service Providers are identified in the Contract to perform the Work, the Service Provider must provide the services of those individuals unless the Service Provider is unable to do so for reasons beyond its control.

If the Service Provider is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Service Provider and be approved by the Owner's Project Team. The Service Provider must, as soon as possible, give notice to the Owner of the reason for replacing the individual and provide the name, qualifications, and experience of the proposed replacement.

The Service Provider must not, in any event, allow performance of the Work by unauthorized replacement persons. The Owner may order that a replacement stop performing the Work. In such a case, the Service Provider must immediately comply with the order and secure a further replacement that is approved by the Owner's Project Team. The fact that the Owner does not order that a replacement stop performing the Work does not relieve the Service Provider from its responsibility to meet the requirements of the Contract.

2.2.12 Workers' Compensation Board Coverage

The Proponent, and any proposed Sub-Service Providers, shall provide a Workplace Safety and Insurance Board (WSIB) Registration Number in the Proposal. The Service Provider, and any Sub-Service Providers, shall provide a certificate of clearance from WSIB and on the certificate naming the Owner as Principal:

- 1) Prior to award
- 2) Prior to expiration of the contract Period; and
- 3) At any other time when requested by the Owner.

2.2.13 Insurance

The Contract shall be effective only upon approval by owner of acceptable evidence of the insurance required below. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

- 1) Commercial General Liability
 - a) The policy limit shall be no less than Two Million Dollars (\$2,000,000) per occurrence. The Owner and their representatives shall also be named as being covered by the policy. Such general liability insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of any and all Services and shall include property damage if the damaged work or the work out of which the damage arises was performed on behalf of the Service Provider by a subcontractor and shall include bodily injury (including death) if the bodily injury (or death) arises out of work performed on behalf of the Service Provider. Such insurance shall contain a cross-liability endorsement.
 - b) The coverage under the policy shall be maintained continuously with respect to the performance of any aspect of the Services during the Term.

2) Professional Liability Insurance (Errors and Omissions)

- a) The policy shall be in an amount not less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate insuring the Service Provider. The coverage under the policy shall be maintained continuously during the Term and for two years after the termination or expiration of this Agreement and shall cover insurable losses arising out of an error or omission in the rendering of or failure to render the Services.

3) Change in Insurance Coverage

- a) The insurance coverage cannot be modified without written consent of the Owner's Project Team. It is understood and agreed that the Service Provider shall not change or cancel the insurance coverage provided for this project until 60 days after written notice of such change or cancellation has been personally delivered to the Owner.

2.2.14 Assignment

The Service Provider cannot assign the contract in whole or in part without the prior written consent of the Owner and any assignment made without that consent is void and of no effect. All sub-Service Providers are to be identified.

2.2.15 Changes to the Contract

If requested in writing by the Owner, the Service Provider will make any required changes to the Contract. The Service Provider will advise the Owner's Project Team of any such effect on the time, schedule and budget or any other implications of the changes. Such changes will be incorporated into the Contract by formal change order. No changes required by the Service Provider to remedy errors or other problems attributable to shortcomings of the Service Provider, including persons employed or supervised by them, shall entitle them to additional fees or charges. Rectification of such errors/omissions will be the responsibility of the Service Provider. At no time shall the costs for construction, professional project management or engineering services be exceeded without prior written authorization of both the Owner and Indigenous Services Canada.

2.2.16 Change Orders

The Service Provider shall complete the scope of work in the project as set out in this Request for Proposal and the accepted Service Provider's proposal. The Service Provider shall have no authority to make changes without first obtaining approval from the Owner's Project Team.

In addition, no increase in the contract amount for either fees or disbursements will be permitted unless a request for such additional payment is received in writing and the Owner's Project Team with a full explanation for the reasons therefore, and a Change Order for such additional payment has been approved by the Owner's Project Team.

2.2.17 Dispute Resolution

Should a dispute arise between the Owner and Service Provider, the parties will make reasonable efforts to resolve disputes arising by amicable negotiations.

2.2.18 Reserve Access

The Service Provider shall notify and obtain permission from the Owner's Project Coordinator

and/or Chief and Council with respect to Reserve access for activities relating to this project.

Service Providers shall not enter any private property for whatever reason without the First Nation approval and without first obtaining approval from the owner of the private property. Consultant shall assume all responsibility for trespassing on private land.

2.2.19 Retention of Records

The Service Provider shall retain all records pertinent to expenditures incurred under the Contract in a legible form for a period of ten years.

2.2.20 Inspection of Records

All Service Provider records with respect to any matters covered by the Contract shall be made available to the Owner or its designees at any time during normal business hours, as often as the Owner deems necessary.

DRAFT

**PART B – TERMS OF REFERENCE – NEW CONSTRUCTION
REQUIREMENTS**

Section 3: INTRODUCTION

3.1 General

This Service Provider Terms of Reference (TOR) defines the scope of engineering and construction services that the Service Provider shall perform for Rainy River First Nations for the **Public Works Department**. This Terms of Reference also defines the conditions of the engagement. These Terms of Reference shall be included in the formal Request for Proposal submitted by the band for this service.

Selection of the Service Provider will be by a competitive proposal process, as per the tendering policy of the Nation, in response to this Terms of Reference.

The construction services contract will be between the Service Provider and Rainy River First Nations.

3.2 Basic Community Profile

Rainy River First Nations is located along the North shore of Rainy River (Manidoo Ziibi) at 6 Manitou Rapids Drive, P0W1E0, Rainy River First Nations, near Emo, Ontario. Rainy River First Nations will act as a leader in the establishment of self-sufficiency and self-government for its membership. In addition, Rainy River First Nations will serve the needs of the community without limitation and aid however possible. Our ultimate objective is to assist in the development of the community to its greatest potential with or for the members of the Rainy River First Nations. It is managed and operated by Rainy River First Nations, of the Anishinaabe Nation in Grand Council Treaty #3.

The site currently is used for a recycling depot and has a garage, recycling bins, fence and animal shelter on it. The site is equipped for water and sewer and is mostly grass and driveway.

3.3 Existing Infrastructure

The site currently is used for a recycling depot. It has a garage, recycling bins, fence, and animal shelter on site. The terrain is mostly grass with some shrubs. The lot is equipped with both water and sewer.

3.4 Project Team

This project shall be managed with a project team approach. The Project Team shall normally comprise the following key members:

Name and Position	Responsibility
Chief Marcel Medicine-Horton and Council Rainy River First Nation marcelmedicinehorton@manitourapids.ca	Project concurrence with First Nation requirements.

Wayne Strachan,
Project Coordinator
 Public Works Department
 807-482-2479 x 253
 wayne.strachan@manitourapids.ca

Project responsibility and liaison on behalf of Chief and Council.

Marc MacPherson
 Pwi-Di-Goo-Zing Ne-Yaa-Zhing
 Advisory Services

Provide technical advisory services and inspections to the First Nations and the project.

Other potential stakeholders include:

Name and Position	Responsibility
Kyle Kellar, Public Works Coordinator, RRFN	Provides technical, health and safety advice to the Project Team.

The primary overall responsibilities of the Project Team are:

- To keep the Chief and Council fully aware of the status and progress of the project.
- To define, confirm, review, and recommend the scope of work to be performed by all parties.
- To implement the project in accordance with the project schedule.
- To fully implement the project in accordance with project approval documents and in compliance with all applicable regulatory agents.
- To ensure compliance with approved budgets and to take whatever measures are deemed necessary to accomplish the project objectives within approved budgets and schedule.
- To ensure qualified resources are utilized throughout the project, including local resources, so that local capacity is nurtured, and the facilities can be successfully constructed and maintained.
- To ensure the best interests of the First Nation are paramount in this project.
- To ensure, where reasonable and within the budget constraints, there is a quantifiable transfer of knowledge to the First Nation.
- To ensure the community becomes familiar with the project and that they are encouraged to have direct involvement in the project.
- To ensure that guidelines are followed.
- To recommend and approve any appropriate Change Orders to the proposal prior to the undertaking of such work.
- To closely monitor the physical and financial progress and recommend corrective or remedial action if required.
- To review the monthly Project Status.

Section 4: SCOPE OF WORK

4.1 General

The following sections outline broadly the scope of work and are not intended to provide every detail of the work to be performed by the Service Provider during this contract. The scope of work items listed in this document shall not be absolute descriptions of the scope of work. The actual work will be developed further throughout the design and project meetings with the concurrence of the Project Team.

The Service Provider main roles and responsibilities are to:

- Become completely familiar with the expectations and requirements of Rainy River First Nations and the Public Works Department.
- Coordinate with the Chief, the First Nation Council, the various committees, and the Project Team, as and when required.
- Define and confirm criteria in the areas of cost control, budgeting, scheduling, and quality control.
- Maintain strict budget control and ensure that the design is always in compliance with the project budget.
- Ensuring payments are controlled based on contractual obligations (Project scope, quality, schedule, and price).
- Ensure payments and scope of work are completed by November 2022 in accordance with the requirements of the federal grant,
- Identify all risk elements that may impact pricing and include a budget item in the cost estimate to address this potential risk. This risk identification must be updated at each cost estimate.
- Identify and acquire any approvals/permits required from other agencies (including government).
- Ensure speedy approval by all the departments and agencies that have jurisdiction over this project.
- Follow all Federal and Provincial Legislation.
- Review of major project items (ie: designs, reports, reviews, etc.).
- Providing required documentation.
- Ensure deliverables are met and Project is on schedule.
- Ensure that every effort to expedite the schedule is implemented.
- Keep the Rainy River First Nations and the Public Works Department informed of the project status through the implementation of a program of regular monthly reporting as well as the coordination and hosting of regular monthly meetings.
- Oversee all phases and aspects of the project and ensure strict conformity to the objectives of the project to meet the client's requirements.
- Be familiar with the scope of work for all components.
- Be familiar with the inspection requirements at key milestones as the project progresses: e.g. structural inspections and testing, electrical and mechanical components and regulatory requirements.
- Be familiar with and conform to the Change Order Approval Process.

The scopes of the project include, but are not limited to the following:

New Construction – Two (2) Homes

Top Priority

1. Preparation of the site and foundation.
2. Rough Framing of the home.
3. Rough Plumbing, electrical and HVAC.
4. Insulation and Vapour Barrier.
5. Drywall, interior Fixtures and start exterior finish.
6. Interior Trim.
7. Flooring and Countertops.
8. Finish Mechanical Trims and Install Bathroom Fixtures; and/or
9. Landscaping.

4.2 Project Considerations

4.2.1 Scope of Design

The scopes of the project include, but are not limited to the following:

- Complete all aspects of the New Construction – House to meet the needs of Rainy River First Nations and the Public Works Department.
- Follow each step correctly and have the proper inspections completed throughout the entirety of the project.

4.2.2 Community Involvement

The Service Provider shall work in close cooperation with the First Nation and the Project Team on all aspects of the project and shall ensure the community has ample opportunity to participate in the project.

The Service Provider shall together with the Chief and Council, define the ways and means by which community participation can occur.

The First Nations' participation shall be encouraged throughout the stages of the project where possible to enhance this project. Community participation may be defined as a process of mutual education and cooperation which provides opportunities for Chief and Council, the First Nation, and technical specialists to work together to complete the design.

The Service Provider shall maximize the opportunities for employment of First Nation persons and utilization of their resources during both the design and construction phases of this project.

4.2.3 Codes, Standards & Regulations

In the completion of the project, the Service Provider shall ensure that the latest edition of the following regulations, standards and guidelines are adhered to.

- Associated ASHRAE codes and standards.
- Associated CSA Standards by Canadian Standards Association
- CAN/CSA – B149.1 - Natural Gas and Propane Installation Code
- Canada Labour Code (R.S.C., 1985, c. L-2)
- Canada Occupational Health and Safety Regulations (SOR/86-304)

- Canadian Electrical Code
- Canadian Environmental Assessment Act, 2012 (s.c. 2012, c. 19, s. 52)
- Canadian Environmental Protection Act, 1999 (S.C. 1999, c.33)
- Fire Protection Engineering Standards of the Fire Commissioner of Canada
- Hazardous and/or designated substances provincial/territorial acts and regulations
- Hazardous Materials Information Review Regulations (SOR/88-456)
- Hazardous Products Act (R.S.C., 1985, c. H-3)
- Health Canada Regulations
- Hydro One Networks, notably regarding utility line right of ways (ROW).
- Occupational Health & Safety Act Section 70 (2) 23. (Ontario)
- Ontario Building Code
- Ontario Construction Lien Act, if it is used in the tender documents.
- Ontario Drinking Water Quality Standards (O.Reg. 169/03)
- Ontario Electrical Code
- Ontario Electrical Safety Code
- Ontario Fire Code (OFC)
- Other Federal, Provincial, and regulatory agency requirements
- Provincial I Territorial Worker's Compensation Act and Regulations (as per project location)
- R2000 Building Standards
- The Energy Efficiency Act S.C. 1992, c.36
- TSSA – fuel handling and compressed air regulations

Unless identified otherwise, the most stringent of the applicable guidelines and regulations are to be used in this project.

4.2.4 Background Information and Existing Documents

The Service Provider shall obtain and review any available background information from the appropriate agencies that is relevant to this project including all pertinent studies, mapping, drawings, etc. The Service Provider shall meet with the First Nation and Project Team representatives to review in detail the schedule, budget, site, and project requirements and will undertake necessary field work in order to complete the design.

4.2.5 Environmental Considerations

Assess all environmental issues that may occur and identify mitigation measures relating to the proposed land use and construction. The developments around water bodies shall be given careful consideration with regards to Federal and Provincial regulations.

Please note that the environmental impacts of all parts of the proposed infrastructure construction will need to be considered. Potential environmental impacts of each of the components shall also be considered, noting impacts that are potentially significant (animal habitat studies, species at risk analysis, socio-economic studies, etc.). Mitigation measures to eliminate or minimize negative environmental impacts need to be identified. All environmental impacts shall be mitigated during the construction work. Costs associated with mitigation should be included in any cost estimates.

4.2.6 Cost Estimates

The cost breakdown shall be in a tender format with appropriate headings such as: item, unit, quantity, unit cost and total. Mobilization, demobilization, design, construction inspection,

administration, project management, known risk items and contingency are to be shown as separate amounts. Provide a summary of unit prices.

Mobilization and demobilization costs shall be defined as follows:

1. Mobilization - Those costs which will be incurred by the contractor to transport equipment and materials from the nearest railhead or highway to the site and the contractors' costs to set-up at the site including a storage yard and building, and campsite for his/her men; and,
2. Demobilization - Those costs incurred to abandon the site including transportation of equipment from the site.
3. Mobilization and Demobilization costs shall be isolated from the costs which are applicable to a particular component of a Project, and each shall be identified separately.

All estimates shall be in current Canadian dollars.

4.2.7 Permits and Approvals

The Service Provider shall be responsible for obtaining all necessary permits, approvals and other authorizations required by any governmental, regulatory, or other body having jurisdiction, including the payment of all fees in connection therewith.

4.2.8 Minimum Essential Project Information

The Service Provider shall provide the following minimum essential project information.

- 1) Environmental Considerations (CEAA 2012):
 - a) Environmental conditions
 - b) Mitigation's requirements
- 2) Class "B" Cost estimate:
 - a) Cost breakdown – Class "B" construction & non-construction costs breakdown.
 - b) Cost variance – changes from PAR approved class "B" budget.
- 3) Proposed Project Management arrangements:
 - a) Project schedule – as proposed.
 - b) Method of implementation – public tenders or construction management/day/labour.
 - c) Project organization – project manager, project team, construction supervision.
 - d) Project control – quality management, QA/QC, schedule control, cost control.

4.3 Project Phases

The Service Provider should suggest, if required the phases in which the project will be completed. This should include a detailed breakdown of what milestones will happen in each phase.

4.3.1.1 Quality Assurance during Construction (Provisional)

The Service Provider shall put in place a Quality Assurance (QA) program at the construction phase, including the planned and systematic actions to verify that the works are constructed in accordance with applicable codes, guidelines, and standards and as specified in the contract.

The Service Provider is required to implement the following Quality Assurance program during the construction of the facility:

- 1) Inspect all construction work and installation of equipment.

- 2) Keep proper records of the progress of the construction work, noting unusual or unforeseen events that may have delayed the progress of work.
- 3) Review shop drawings to verify that contractual requirements are met for materials and equipment.
- 4) Provide technical specialists to carry out inspection of work constructed or installed to verify its compliance with contractual requirement and codes, regulations, etc.
- 5) Inspect and ensure that the Contractor executes the work with skilled craftsman and that the works are completed in a good workmanship like manner.
- 6) Verify that workers and sub-contractors or trades observes the Occupational Health and Safety Act, and all applicable Regulations for Construction Projects.
- 7) Ensure that all spills are contained and cleaned up immediately when found. Contact all environmental agencies/departments that has jurisdiction on the project, and advise them of the spill and action taken, if any, to contain and mitigate its impact on the environment.
- 8) Ensure that environmental protection measures are instituted prior to commencing any construction works on the site as specified in the contract.
- 9) Ensure that all regulatory agencies have been notified of completed work and that the required inspections have been carried out.
- 10) Verify and ensure that all Environmental Protection Acts or Regulations during construction/upgrades are observed and complied with.

4.3.2 Warranty Period (Provisional)

Near the end of a one-year warranty period, the Service Provider shall arrange a warranty inspection of all major components. Following the inspection, the Service Provider must provide a report to the First Nation detailing the findings. The Service Provider must coordinate the timely completion of any corrective work required with the contractor and oversee the completion of the required work identified during the Warranty Inspection.

4.3.2.1 Project Completion Report (Provisional)

Within six months of Contract Completion, the Project Manager or Service Provider, if so designated, shall prepare a Project Completion Report as described herein and submit to the First Nation. The purposes of the Project Completion Report are to provide:

- An historic reference document containing technical, financial, physical, and administrative data on all phases of the project,
- Certification by a qualified professional that all codes and standards were attained,
- Certification by a qualified professional that the work has been completed in accordance with the Terms and Conditions of ISC funding transfer document,
- Information on lessons learned and user satisfaction which will be beneficial in planning and managing future projects.

The report shall include, but not limited to the following:

- 1) **Table of Content**
 - a) Provide a table of contents describing the main body of the report as well as the various documents in the appendices.
- 2) **Summary**
 - a) Project title, location, and Contract number,
 - b) Brief description of the project, including purpose of project,
 - c) Brief description of the existing facilities and history of the project.
 - d) Brief description of the project including size and number of units constructed.

- e) Brief description of the implementation method, i.e., type of tendered Contract and the reasons for choosing this method, etc.
- 3) **Project Team**
 - a) Name and address of the design Service Provider,
 - b) Name and address of the Project Manager,
 - c) Name and address of the Contractor(s),
 - d) The names and roles of the Project Team members,
 - e) The name and address of the consulting firm in charge of inspecting the construction works,
- 4) **Schedule, Cost and Cash Flow**
 - a) The principal dates in the schedule, that is, the date of the Contract award, construction start up, commissioning, completion dates, other milestones, etc.
 - b) A brief breakdown of the project costs, i.e., cost of planning, design, construction (itemized as per summary of Contract), project management, construction supervision, Band administration, change orders, etc. The breakdown shall include the original budget cost estimate as per the approved PAR submission/approval letter and the final cost.
 - c) A brief breakdown of the cash flow.
- 5) **Design and Construction**
 - a) A brief description of the design methodology and process.
 - b) A synopsis that highlights areas of special interest, variances from original scope of work and schedule, deficiencies, problems or outstanding issues on the project Contractor performance, items effecting schedule or completion.
- 6) **Employment, Resources and Training**
 - a) A brief history of band member employment throughout the project, highlighting the level of employment, level of experience of employees, both before and after employment, effect on project, and problems.
 - b) A brief history of band resources employed throughout the project, highlighting the resources used, level of use, effect on project, and problems.
 - c) A brief description of the training program provided for the First Nation highlighting areas of training provided, effectiveness of training, number of persons trained in each area (include the names of the trainees), cost of training, level of expertise attained, and future training requirements.
- 7) **Geographic location**
 - a) Provide a map, drawn to an appropriate scale, of the area where the project was carried out.
- 8) **Site**
 - a) Describe the project site in terms of easily identifiable fixed points. For example, on the _____ Reserve, on Highway _____ approximately _____ kilometres south of _____.
- 9) **Description of the project**
 - a) A more detailed description than the one in the summary is given here. A list of the principal parts of the project and the expected qualities (for example, installation of 850m of pipe with a diameter of 150 mm) is to be included in this section.
- 10) **Project Synopsis**
 - a) This section includes all observations, suggestions and recommendations dealing with the design itself, the material used, the progress made during construction, and so forth. This section is a summary of the experience acquired during the project and will serve as a guide to both the design Service Provider and the Project Manager during subsequent projects of the same kind.

- b) Appraisal of the Service Provider’s and the Contractor’s work is also to be included in this section.
- c) Statements of how the completed project satisfies the identified needs and relationship of the project to the community development.

11) Professional Certification

- a) The following duly executed statement by the Project Manager shall be included in the report:

“I hereby certify that all the work has been completed in accordance with the Terms and Condition of the Funding Transfer Document and that the specified codes and standards have been attained.”

Signature _____

Professional Designation _____

Date _____

Prepared by: _____

12) Appendices

- a) Site plan
- b) As-built drawings (if applicable)
- c) contribution agreement
- d) unit price breakdown
- e) copies of all testing certificates, and verification for the constructed or upgraded facilities.
- f) Certificates and results from material testing
- g) copies of approvals or acceptance certificates from regulatory agencies
- h) copy of warranties
- i) Photographs to illustrate various characteristics of the project, including the site, key stages or operations during construction, and, the condition of work at various times, particularly at project completion
- j) Copies of all payment certificates for construction, invoices for non-construction cost, and all other invoices for all items listed in the Project Approval Request.

4.4 Reports and Deliverables

4.4.1 General

General report requirements:

- 1) Three (3) physical copies and a digital copy by file transfer site and one (1) USB Key unless otherwise specified. Two (2) physical copies shall be submitted to the public Works Department and the balance to the First Nation. All USB Key shall be properly labelled and dated.
- 2) Reports shall be presented in draft format for review and approval by the Project Team. The Service Provider shall obtain written approval by the Project Team prior to continuation of the Scope of Work or publication of the report.
- 3) Reports presented in draft format shall be submitted to the Project Team two (2) weeks prior to the scheduled meetings.
- 4) Reports shall be revised as required by the Service Provider to meet the scope of Work and to incorporate the approved comments resulting from the project meetings.
- 5) All reports/technical documents shall be written and formatted as per engineering best practices.

- 6) All project documents, drawings, maps, etc., shall use metric (S.I.) units.
- 7) The revision number and dates of preparation and submission shall be clearly identified.
- 8) Each page shall have a header and footer giving the project, page number and date.
- 9) Appendices shall be separated by clearly identified tabbed pages.
- 10) The font shall generally be of size 12 and Arial or Times New Roman.
- 11) A sign-off page for the Project Team shall be included with each report.
- 12) Reports shall be bound.

The Service Provider shall turn over all original photographs, maps, and reports to Rainy River First Nations. The Service Provider shall also make available physical and digital copies (in original software format) of the reports including drawings, maps and all other information pertinent to the project. Submission shall be in both Microsoft Word and Adobe PDF formats, drawings/maps shall be in AutoCAD DWG / ArcGIS (shapefiles, rasters, MXD) and Adobe PDF formats.

Copyright to all original maps, documents and data derived from the Project shall be retained by the First Nation, for their use. This statement shall be included in the agreement between the Service Provider and the First Nation.

4.4.2 Maps, Drawings and Associated Information

Any maps and drawings required to complete this work shall comply with or contain the following:

- 1) Copies of all drawings/maps shall be included in the reports in 11"x17" format. All details and notes shall be large enough to be legible when the drawings are reduced to 11"x17" format.
- 2) Cover Sheet with First Nation Logo, Location Plan (in Ontario), and Drawing Index.
- 3) All drawings must be produced in AutoCAD or ArcGIS.
- 4) All drawings shall be prepared in metric (S.I.) units.
- 5) All AutoCAD drawings are to be complete with all 'XREF' files.
- 6) All drawings must include the Rainy River First Nation logo.
- 7) The complete tender package must be provided in AutoCAD format.

4.4.3 Deliverables

The Service Provider shall provide the Project Team with sufficient copies of the reports, drawings, specifications, etc., at various stages of the project development.

4.4.3.1 Contract Administration and Inspections Services (Provisional)

The following deliverables are to be provided as a minimum **during Construction Phase**:

- 1) Issuance of monthly construction work progress report, including schedule, etc
- 2) Construction photographs at all key stages of the works and suitably filed and titled.
- 3) Issuance of payment certificates monthly to final completion
- 4) Issuance of change orders within ten (10) consecutive working days from the date of acceptance of the Contractor's Contemplated Change Order.
- 5) Issuance of the spare part lists to Contractor 2 months after award of contract
- 6) Draft Operation and Maintenance Manual. See Section **Error! Reference source not found.**

4.4.3.2 Warranty Period (Provisional)

The following deliverables are to be provided as a minimum **at Contraction Completion**:

- 1) Total Completion Certificate
- 2) Updated Deficiency List

The following deliverables are to be provided as a minimum **Prior to End of Warranty and Guarantee Period**:

- 1) Final inspection and re-issue Deficiency List three (3) weeks prior to end of Warranty and Guarantee period
- 2) At the end of the Warranty and Guarantee period, inspect facility with First Nation Project Manager and/or Facility Operator to verify all deficiencies have been rectified by the Contractor.
- 3) If all deficiencies have been corrected by the Contractor, issue Payment Certificate for release of Warranty and Guarantee Holdback
- 4) Completion Report – 6 months after Contract Completion

4.4.4 Approval and Acceptance

The Service Provider shall ensure that the reports are reviewed by the Project Team and provide written evidence of the Project Team's acceptance.

The Service Provider shall acknowledge that the Project Team represents the First Nation.

The Service Provider shall modify the final documents in response to Project Team comments on the Draft Reports.

4.5 Meetings

4.5.1 General

The Service Provider shall:

- 1) Prepare and submit a proposed meeting agenda, in a form acceptable to the team, to the Project Team member's five (5) working days prior to all meetings.
- 2) Record and distribute the project meeting minutes, in a form acceptable to the team, to the Project Team members within the five (5) working days immediately after the meeting date.
- 3) Call Project Team meetings after milestones have been completed, for example, field work completion and report completion.
- 4) Review the progress of the project including the following as a minimum:
 - a) Project objective and scope for the period
 - b) Service Provider's staff assigned to the project.
 - c) Work progressed to date and any anticipated roadblocks.
 - d) Engineering budget and any anticipated deviation
 - e) Any instructions from the First Nation that will result in scope change.
 - f) Public participation and preparation of advertisements, public information handouts, etc.
 - g) Project alerts

4.5.2 Project Meetings

The Service Provider shall allow for the following meetings (minimum) with the Project Team:

- 1) During the construction phase, there will be regular bi-weekly construction meetings.

- 2) Final inspection and commissioning meeting
- 3) One year warranty inspection meeting
- 4) In addition to the meetings, the Service Provider shall allow for regular conference calls with the Project Team (maximum of two hours in duration, as required)

4.6 Progress Reporting

A physical and financial report detailing the work accomplished during the period and commentary on the compliance with the schedule shall be submitted to the Project Team on an interval of thirty (30) calendar days and is due one week after the end of the period.

Regular project updates shall be provided on the status of the project (e-mail or verbally) on an interval of not more than fourteen (14) calendar days.

Two (2) physical copies and a digital PDF copy of each report shall be submitted to the Project Team. The Service Provider shall provide a copy of each updated schedule in MS Project and PDF to the Project Team.

4.6.1 Physical Report

The Service Provider shall regularly report to the Project Team, the extent of the work completed, and milestones achieved to date. A physical accounting of the work completed is to accompany any invoices. The report should include the following:

- 1) Progress of Project achieved to date.
- 2) Review of work planned to be completed for the month.
- 3) Work completed for the month and to date versus planned progress as noted in workplan.
- 4) Gantt chart showing actual vs. planned schedule.
 - a) Schedule must identify activities/tasks, expected start/completion date, milestones.
- 5) Outstanding Action Items, either internal or external to the First Nation
- 6) Project alerts of critical Issues which may delay the project.
- 7) Status of Application for Approvals
- 8) Expenditure of engineering fees for the month and to date
- 9) Graph of planned vs. actual expenditure of engineering fees.
- 10) If project is behind planned schedule, provide information to the First Nation Project Manager on reason(s) for it and advise course of action the Service Provider will take to recover and maintain original schedule.
 - a) Where the First Nation Project Manager is unable to approve the Service Provider's request for the revision to the project schedule, the Service Provider's Project Director will be required to meet with First Nation Project Manager/Management and to provide reasons for the firm's inability to recover the slippage in the project schedule. The Project Director will be required to provide assurance that appropriate actions have been taken and demonstrate how the firm will prevent a similar situation from occurring again in the future.

4.6.2 Financial Report

The Service Provider shall regularly report to the Project Team, a financial summary in the form of an invoice that details the project budget, invoice for the period categorized by fees and expenses, including any sub-Service Provider costs that period:

- 1) On an interval of thirty (30) calendar days (in correspondence with the Physical Report), with headings as follows:

Budget	Billings
Fees	Previous Billings
Expenses	Billings This Period
Total Contract	Billings to Date

- 2) As part of the Service Provider’s monthly invoices (if more convenient). See Section 2.2.6 for invoicing details.

During the construction phase, the Service Provider shall submit a monthly cost control report to the First Nation Project Manager with respect to the following:

- 1) Expenditures to-date.
- 2) Balance of Fees.
- 3) Recommend course of action to the First Nation Project Manager to mitigate any cost overrun if the approved engineering fees will not be able to sustain the project to the Substantial Completion stage.
- 4) Value of Contract amount.
- 5) Payment to Contractor to-date.
- 6) Approved Change Orders issued to-date.
- 7) Value of Contract plus all Change Orders approved to date.
- 8) Include or identify any potential additional costs for work that is outside the contract, which may be required to complete the construction works.
- 9) Description of work performed to-date and advise on progress to-date versus tender schedule submitted by Contractor.
- 10) Recommend any action to be taken by the First Nation to mitigate cost overruns for the project.

4.7 Project Schedule

The Service Provider should come up with a detailed project schedule, complete with detailed milestones.

PART C – PROPOSAL INSTRUCTIONS

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Section 5: PROPOSAL REQUIREMENTS**5.1 General**

The Proponent will acknowledge in the Proposal that they have had adequate discussions and access to sufficient information to enable them to undertake the required work as detailed herein within the time limits stipulated for the project.

The Proponent will acknowledge in the Proposal if they are bidding on one house build or for both houses. The houses will be built adjacently on the same lot.

The estimated cost for the project submitted in the Proponent's Proposal shall include all necessary expenditures to undertake all the required work outlined in these Terms of Reference and in the Proponent's proposal.

5.2 Submission Requirements

The Proponent shall submit six (6) copies of their proposal in a sealed envelope. This proposal is a "Two Envelope" system, to be titled as the "Management Section" and "Cost Section". ALL information related to cost is to be contained in the "Cost Section" only and provided in a separate sealed envelope. In addition, a PDF submission (by e-mail) of the "Management Section" of the proposal is also required. The PDF copy of the "Cost Section" should be provided via a USB inside the "Cost Section" sealed envelope.

The Proponent shall provide a letter of transmittal, separate from the proposal, signed by an authorized officer.

5.3 Management Section

The Management Section of the proposal shall include, but not limited to, the following information.

5.3.1 Section 1 – Proponent/Firm

This section should give a brief description of the Proponent's firm, qualification, and expertise.

The Proponent shall include in the Proposal their qualifications to undertake the project including a list of similar work undertaken in Government, First Nation and Private sectors and corresponding references (Minimum of 3 projects in the past 10 years). The information must include the contact's name, current telephone number and email and a short description of the individual's role in the project. Methods for controlling costs and schedules should be provided including examples and stating whether the completed projects were on time, and on budget.

5.3.2 Section 2 – Project Team

This section will identify assigned staff and any sub-Service Providers along with their qualifications, registration, and the value they add to the project. All requirements for the Proponent shall apply to the sub-Service Providers.

The Project Manager must provide information regarding their experiences in the last five (5) years that are relevant to the duties required herein. It is recommended to include a brief statement relative to the qualifications of the Project Manager to undertake the project based on experience on similar projects, cost control, expertise, etc.

The committed back-up for the Project Manager if the Project Manager is not available should be identified including their qualifications.

The Proposal shall identify the portions of the project to be undertaken by each member of the Team. This should include a description of their project duties and responsibilities and estimated hours for the project. Only team members that are going to work on the project shall be listed in the proposal.

No changes in the Proponent's Team will be permitted without a written request for such changes and written approval by the Project Team.

The Proponent shall provide an organization chart and a description of the management methods that will be used to ensure that the work is done in a manner that meets these Terms of Reference.

The Proponent shall provide an Appendix showing the Curricula Vitae/Resumes of the proposed Project Team staff and any sub-Service Providers. The Proponent shall provide proof of registration or licensure to practice within the Province of Ontario with a P. Eng. Designation. Proof of sub-Service Providers professional engineering registration and professional insurance is to be provided with the proposal.

No members of the project team are to be changed without the approval of the Owner as per Section 2.2.11.

5.3.3 Section 3 – Project Understanding

This section should give a brief description on the proposed scope of work, and an overall approach to the work.

5.3.4 Section 4 – Methodology

The Proponent's proposal shall contain an outline of the methodology that the Proponent proposes to utilize in undertaking the project. The following details are recommended for inclusion in the proposal:

- Highlight technical methods and innovative ideas to be utilized to complete the project.
- Detail the process that will be utilized to complete the project and how the scope of work in the Terms of Reference will be met and exceeded.
- Any major difficulties that are anticipated.
- Highlight any request for changes to the statement of work.
- The steps could be taken to promote and implement skill transfer to the First Nation.

5.3.5 Section 5 – First Nation Participation

The Proponent shall outline any opportunities for First Nation members to become involved in the project. This will be treated separately from the opportunities that may arise with the Contractor.

5.3.6 Section 6 – Work Plan

A "Work Plan" demonstrating how the requirements of the scope of work will be met and showing the assignment of specific team members to tasks and the number of person-hours that each team member will spend on each task. The use of specialized services should also be shown. This information should be shown on a chart, in matrix form, excluding costs. Availability of the assigned personnel is to be indicated in the proposal. The percent (%) utilization of the assigned personnel is to be shown and totaled. The sections of the matrix shall include as a minimum all the phases shown in the Cost of Services Form in **Error! Reference source not found.** The total number of hours per task, per section, per team

member and for the whole project shall be shown in the matrix.

The Work Plan should include the utilization of First Nation labour, equipment, and/or accommodation required throughout the project. Utilization of the First Nation local labour, equipment, and/or accommodation is expected if required.

5.3.7 Section 7 – Schedule

The Proponent's proposal will indicate the number of weeks required to complete the project and include the proposed schedule. The Proponent shall use Microsoft Project to provide a schedule of suggested milestones, key stages, work durations and dates for the implementation of the project. The schedule shall include the project start and end date. The schedule shall be based on award of the project within two weeks of the closing of the request for proposal. Scheduling shall be updated regularly, and monthly reports sent to the Project Team, in both hard copy and digital formats.

The schedule shall be included in the Proponent's contract.

The Microsoft Project digital file shall be available to the Owner if requested.

It is encouraged that the Proponent provides examples of similar projects that they met their proposed schedule including corresponding references.

5.3.8 Section 8 – Project Implementation and Control

This section should give a brief description on the management of the work, delegation of responsibility, work plans, scheduling, and cost control, reporting and quality control. Methods for controlling costs and schedules should be presented.

5.3.9 Section 9 – Insurance

The project insurance requirements are described in Section 2.2.13.

The Proponent's proposal shall include proof of insurance.

5.3.10 Section 10 – Conflict of Interest

The Conflict-of-Interest requirements are described in Section 2.1.11.

The Proponent shall complete and submit the Conflict of Interest (COI) Forms provided in Appendix . The Proponent shall complete COI Form A and complete and submit either:

- 1) COI Form B to declare no current or future conflict of interest (actual, perceived or potential) in submitting a Proposal, or, if selected, with the contractual obligations of the Service Provider under the Agreement and that the Proponent neither has, nor has access to, any Confidential Information.
- 2) COI Form C to declare any (all) situation(s) that may be a conflict of interest in submitting a Proposal or, if selected, with the contractual obligations of the Service under the Agreement.

5.3.11 Section 11 – Draft Contract

The Proponent's proposal shall include a draft form of contract for the Proponent's work. A draft copy of the proponent's standard service agreement is acceptable. A contractual agreement will be required upon the successful awarding of the project. The Owner has access to contracts which may also be an option.

5.4 Cost Section

The fixed consulting fees and disbursements for the performance of his services for all portions of the projects based on the requirements of the Terms of Reference to be provided in a separate sealed envelope. Hourly rates for all assigned staff, administration fees on disbursements, or on Sub-Proponent fees, and other Consulting Firm Policies shall be submitted. This should include rates and policy for “overtime” work undertaken.

The price(s) quoted shall include any and all applicable taxes, unless exempt in which case the Proponent shall include Tax Registration Number (if the Proponent is Registered). The Proponent should note that Rainy River First Nations is HST Exempt. An HST Exemption letter can be provided upon request from the Proponent.

The Proponent shall provide a cost breakdown of the services requested in this Terms of Reference. The breakdown shall show the fixed cost of professional fees and expenses. The work breakdown shall be in the form of a time and task activity matrix and demonstrate the person-hours for each task. This information must be shown in a chart, in matrix form, preferably in the same one referred to in the aforementioned “Work Plan”, but including costs. Only the fixed fee portion will be used in the calculation of points for cost. The total cost per task, per section, per team member and for the whole project shall be shown in the matrix.

The Proponent shall describe in detail the basis upon which the fee is based, and clearly outline the cost of any exclusion, provisional and/or discretionary items which may impact the proposed fee.

The budget for the project will not be shared with Proponents.

Section 6: PROPOSAL EVALUATION

6.1 Evaluation Process

- 1) Each proposal will first be evaluated separately by a minimum of three representatives from the Evaluation Team using the point system and all criteria except costs as indicated on the attached “Evaluation Criteria Table”.
- 2) The evaluation procedure using all criteria except costs is to:
 - a) Assign a score between 0 to 10 to each proposal for all criteria.
 - b) Calculate the Mark for each criterion by multiplying the Score by the weight; and
 - c) Add up each mark to determine the subtotal.
- 3) All score sheets from each representative will hold the same weight and averages will form the Evaluation Team’s Scores.
- 4) Evaluation team shall review averages and achieve consensus on proposal scoring prior to opening cost envelope.
- 5) The cost envelopes are opened for all proposals attaining 60 percent or more of the technical component. Where the Proposal does not score a minimum of 60 percent in the technical evaluation portion the cost portion envelope will be returned unopened. The PDF copy of the “Cost Section” should be provided in a USB inside the cost envelopes.
- 6) Proposals prices that are either 60% higher or 60% lower than the average Proposal

price may be disqualified.

- 7) The terms of the contract may be negotiated with all or any Proponent. Should negotiations break down with the Proponent with the highest points, the Proponent with the second highest points will be contacted. This procedure will be continued until a contract is finalized. In the event that there are multiple Proponents with the highest score, the Project Team has the discretion to choose between these Proponents based on the Project Team's requirements.

6.2 Evaluation Team

Evaluations of the Proponents qualifications and proposals shall consist of the following representatives:

- First Nation Chief & Council (1)
- First Nation Project Coordinator (2)
- Rainy River First Nations Representative (1)
- Tribal Council Technical Representative (1)

6.3 Proposal Mandatory Requirements

The following are Mandatory Requirements that the Proponent must provide in their proposals. Failure to provide any of these Mandatory Requirements may result in disqualification of the firm's proposal.

- 1) That the Consulting firm has the insurance as described in Section 2.2.13. Proof of Insurance is to be provided in the proposal.
- 2) Statement on Conflict of Interest as described in Section 2.1.11.
- 3) Three (3) references from three (3) different organizations for which the Proponent has performed similar work. The information must include the contact's name, current number, email, a short description of the work and the individual's role in the project.
- 4) Fees and disbursement for the specified services expressed as a lump sum (fixed) and summarized on a COST OF SERVICES FORM submitted in a separate cost envelope marked "**COST SECTION**".

6.4 Proposal Evaluation Criteria Table

Proposals will be evaluated according to the work identified in the “Terms of Reference” and using the criteria and point system set out as follows:

Evaluating Team Member: _____

Criteria	Mark (0 to 10)	Weight	Score	Comments/Notes
Firm: Experience, registration, and satisfactory performance on similar projects (government and private sector). The references provided may be contacted. Responsible officers of government funded projects may also be contacted when such projects are referenced.		1.0		
First Nation Experience: Experience, registration, and satisfactory performance on similar First Nation projects. The references provided may be contacted. Responsible officers of government funded projects may also be contacted when such projects are referenced.		0.5		
Project Team: The number, qualifications, and relevant experience of personnel to be assigned to the proposed team.		2.0		
Proposal: The depth and detail of the proposal which indicates an understanding of the size, complexity, and time constraints of the work.		1.0		
Schedule: The proposed schedule for the work. Management of the work, delegation of responsibility, work plans, schedule, and cost control, reporting and quality control.		1.0		
Methodology: The methodology proposed for the performance of the work in accordance with the Terms of Reference. This includes the Proponents management section and proposed skill transfer to the First Nation.		2.5		
Costs of Services*: Mark = Lowest Proposal Cost ÷ Evaluated Proposal Cost x 10		2.0		

Marks

- 10 Proposal exceeds requirements.
- 7 Most of the important elements are provided, acceptable.
- 4 Some of the important elements are provided, unacceptable.
- 0 The element was not provided.

*Where the ratio method is deemed inappropriate for use in awarding points for cost by the Evaluation Team due to unique circumstances, an alternative cost evaluation process may be utilized. It should be noted that the cost for some or all the Provisional Items may be excluded when evaluating costs of services.

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APPENDICES

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APPENDIX A – CONFLICT OF INTEREST (COI) FORMS**COI Form A: RFP Preparation Participants**

The following is a list of the Service Provider staff who participated in the preparation of the RFP submission:

Name	Business Address	Business Telephone Number	Contribution Or % Of Work

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COI Form B: Certification - No Conflict of Interest

I/We hereby certify that there is not nor was there any actual or potential conflict of interest or unfair advantage in our submitting the Proposal or performing the Services required by the Agreement.

In submitting the Proposal, our company has no knowledge of or the ability to avail ourselves of confidential information of the Owner (other than confidential information which may have been disclosed by the Owner to the Proponents in the normal course of the Request for Proposal) where the confidential information would be relevant to the Services, their pricing or the Request for Proposal evaluation process.

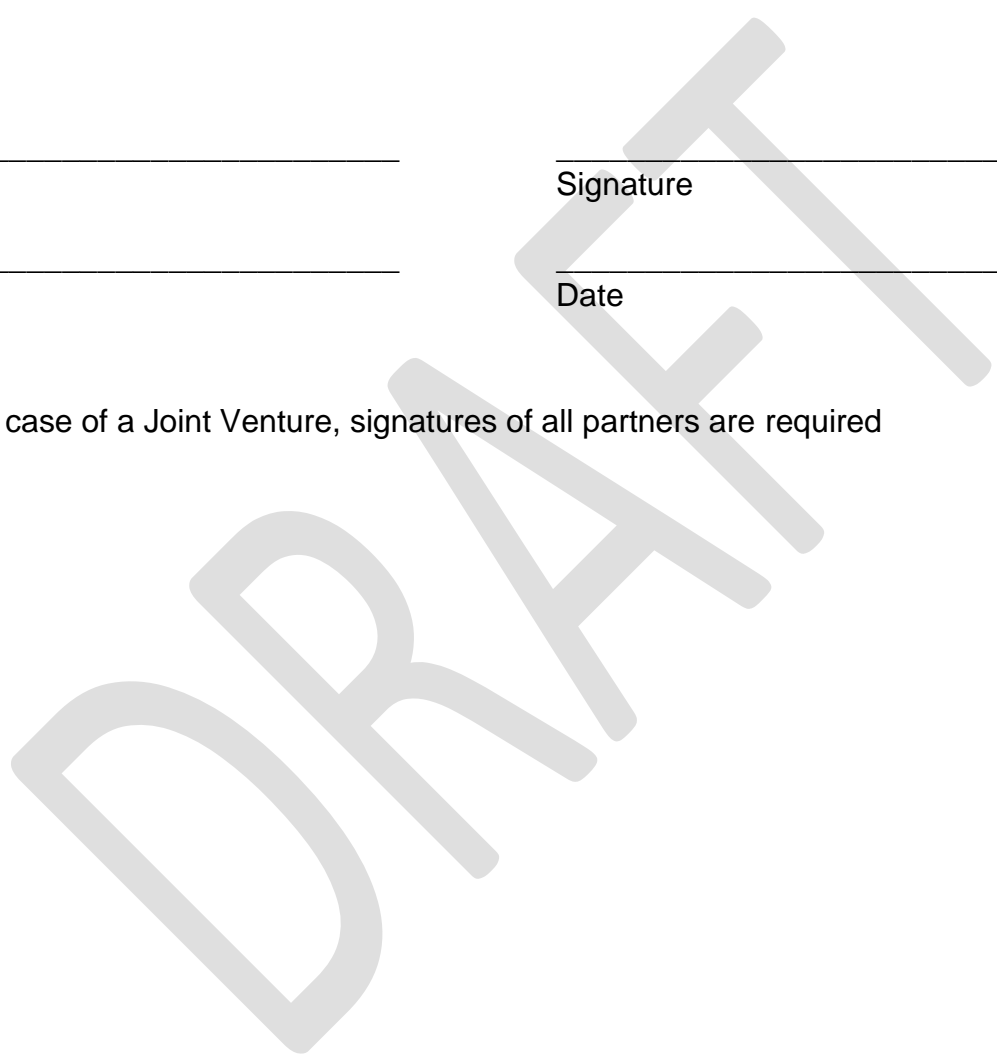
Name

Signature

Position

Date

Note: In case of a Joint Venture, signatures of all partners are required



COI Form C: Certification - Conflict of Interest

In submitting our Proposal the Service Provider declares that the attached is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company submitting the Proposal or performing the contractual obligations of the Service Provider under the Agreement.

In submitting the Proposal, our Company has/has no (strike out the inapplicable) knowledge of or the ability to avail ourselves of confidential information of the Owner (other than confidential information which may have been disclosed by the Owner to the Proponents in the normal course of the Request for Proposal) where the confidential information would be relevant to the Services, their pricing or the Request for Proposal evaluation process and where access to such additional information may prejudice the Owner or be an unfair advantage to the Service Provider.

(If declaring that the Service Provider has access to additional information that may be confidential, other than confidential information which may be disclosed by the Owner to the Proponents in the normal course of the Request for Proposal, please attach an explanation describing the additional information and how you have access to it).

With the exception of those situations and/or access to additional information disclosed on the list attached, I/We hereby certify that there is not nor was there any other actual or potential conflict of interest or unfair advantage in our submitting the Proposal or performing the Services required by the Agreement.

I/We hereby acknowledge that the Owner at his/her sole discretion shall have the right to determine whether or not the declared situations do constitute an actual or potential conflict of interest or whether access to additional confidential information does constitute an unfair advantage over other Service Providers.

I/We acknowledge that in the event that the Owner finds the situations to be a conflict of interest or access to the additional confidential information to be an unfair advantage that our Proposal may be rejected.

Name

Signature

Position

Date

Note: In case of a Joint Venture, signatures of all partners are required.