

REQUEST FOR PROPOSALS

**PROCUREMENT OF CONSULTING AND
PROFESSIONAL SERVICES**

FOR SCHOOL PRE-DESIGN STUDIES

EABAMETOONG FIRST NATION

Closing Date: Thursday, March 21, 2019

Closing Time: 16:00 ET

EABAMETOONG FIRST NATION

March 2019

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SUMMARY DESCRIPTION

Eabametoong First Nation has a requirement for Architectural and/or Engineering consulting and professional services. The Consultant will be responsible for the performance of school pre-design studies for the Eabametoong First Nation. Additional information related to the requirement is detailed in Section B, Project Brief.

The services are expected to start in April 2019 for an estimated period of ten months.

Section A – Instruction to Bidders

This section provides relevant information to help Bidders prepare their Proposals. Information is also provided on the submission, opening and evaluation of the proposal, and on the award of the contract.

Section B – Project Brief

This section contains the description of the context, goals and scope of the project.

Section C – Specific Mandate of the Consultant

This section contains the description of the consulting and professional services required.

Section D – General Conditions and Terms of Payment

This section contains the general conditions and terms of payment for services rendered.

Section E – Evaluation Methodology and Criteria

This section contains the description of the methodology and the criteria applicable to this RFP.

Section F – Standard Forms

This section contains the forms to be submitted as part of the Technical and Financial Proposal.

SECTION A – INSTRUCTIONS TO BIDDERS

This section provides relevant information to help Bidders prepare their Proposals. Information is also provided on the submission, opening and evaluation of the proposal, and on the award of the contract.

Acronyms

CFMP	Capital Facilities and Maintenance Program
FN	First Nation(s)
GC	General Conditions
CF	Calculation of Fees
CR	Consultant Responsibilities
GI	General Instructions to Bidders
ICMS	Integrated Capital Management System
ISC	Indigenous Services Canada
LCC	Life Cycle Cost
LEED	Leadership in Energy and Environmental Design
LOSS	Level of Service Standards
PAR	Project Approval Request
PD	Project Description
PP	Project Particulars
RFP	Request for Proposals
RS	Required Services
SSAS	School Space Accommodation Standards

Definitions

“**Articles of the Contract**” means the clauses and conditions incorporated in full text or incorporated by reference from the Specific and General Terms and Conditions outlined herein to form the body of the Contract; these do not include any supplemental general conditions, the Consultant's proposal or any other document.

“**Bidder**” or “**Bidders**” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to provide services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its sub-consultants.

“**Consultant**” means the person or entity or, in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services under the Contract.

“**Contract**” means the Articles of the Contract, these conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

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

“**Contracting Authority**” means the person designated by that title in the Contract, or by notice to the Consultant, to act as the Owner's representative to manage the Contract.

“**Cost**” means cost determined according to the date of the proposal solicitation or, if there was no proposal solicitation, the date of the Contract.

“**Feasibility Study**” means an objective and rational analysis of how well proposed options solve a problem, take advantage of opportunities, and satisfy operational and functional requirements set out by the Owner while demonstrating value for money.

“**Joint Venture**” or “**Consortium**” means an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise to bid together on a requirement.

“**National Joint Council Travel Directive and Special Travel Authorities**” mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>

“**Non-responsive proposal**” means a proposal that does not meet all of the mandatory requirements set out in the Request for Proposals.

“**Owner**” means the entity acquiring the goods and services outlined in the Contract, in this case First Nations.

“**Party**” means the Owner, the Consultant, or any other signatory to the Contract; “**Parties**” means all of them.

“**Teacherages**” means a dwelling unit furnished by the Band or Department located on a reserve which is used to provide living accommodation for teachers employed at Departmental or Band-operated schools who temporarily reside in a First Nation community. The accommodation would include those facilities normally associated with a residential unit.

“**Value for money**” means the lowest valid bid price, which incorporates specified provisions for local content, committed to by the contractor/supplier in carrying out the project.

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

Definition of Class of Cost Estimates

The quality of a cost estimate will normally improve from the initial estimation of the cost to acquire a capital asset through to the estimation of costs at the final decision point. For the purposes of this RFP and proposed study, the following three terms are used to describe the quality of estimates:

“**Rough order of magnitude**” (ROM) refers to an estimate during the preliminary stage of an initiative, based on an initial list of requirements and limited knowledge of underlying risks. The level of confidence in a ROM estimate is relatively low. As the capital asset requirements become more defined, cost estimates can be refined, and their quality increases.

“**Indicative estimate**” refers to an estimate of sufficient quality and reliability to support a request for project approval. An indicative estimate is expected to:

- Reflect a reasonable preliminary definition of scope, performance objective(s), and schedule;
- Take into consideration preliminary consultations with stakeholders;

- Identify assumptions that could have a significant impact on the financial requirements, and explain the potential impacts;
- Be based on a stated data source that is reliable (such as industry standards or historical data); and
- Include a preliminary assessment of risk and potential risk-mitigation strategies.

“**Substantive estimate**” refers to an estimate of sufficiently high quality and reliability to warrant approval as a cost objective for the project phase(s) under consideration. A substantive estimate is expected to:

- Reflect a fully defined scope, performance objective(s), and schedule;
- Take into consideration consultations with all key stakeholders;
- Identify assumptions that can have a significant impact on the financial requirements and explain the potential impacts;
- Be based on a stated data source that is reliable (such as industry standards or historical data);
- Reflect a comprehensive assessment of the risks, and include risk-mitigation strategies; and
- Be expressed in terms of a cost per deliverable to support the monitoring and management of costs.

Interpretations

Words importing the singular only also include the plural, and vice versa, where the context requires.

Headings or notes in the Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation.

“Herein”, “hereby”, “hereof”, “hereunder” and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof.

- 1. Introduction**
 - 1.1. The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting contract.
 - 1.2. Consulting firms with architectural and/or engineering expertise are invited to submit a technical and a financial proposal in response to this RFP.
 - 1.3. Bidders who submit Proposals agree to be bound by the instructions, clauses and conditions of the RFP.
 - 1.4. The successful Bidder will be required to provide all services.
- 2. Contracting Authority**
 - 2.1. The Contracting Authority for this RFP is
Eabametoong First Nation
P.O Box 298, Eabamet Lake
Ontario P0T 1L0
 - 2.2. The Matawa First Nation Education Department has been designated by Eabametoong First Nation to conduct an RFP process and select a Consultant on their behalf. All inquiries regarding this RFP are to be directed to ONLY the Matawa Education Authority.

Matawa Education Authority
Attention: Sharon Nate, Education Manager
Email: snate@matawa.on.ca

All communication (questions, requests, clarifications) with Matawa Education Authority is to be via email communication.
 - 2.3. The Contracting Authority is responsible for award and the establishment of the Contract, its administration, and any contractual issues relating to the Contract. It is also responsible for all matters concerning the technical content of the work under the contract.
- 3. Cost of Proposal Preparation**
 - 3.1. All costs associated with preparing and submitting a proposal in response to this RFP are the sole responsibility of the Bidder and will not be reimbursed.
 - 3.2. Any costs related to negotiation of the resulting Contract will not be reimbursed.
- 4. Governing Law**
 - 4.1. The RFP and any resulting contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in Ontario.
- 5. Bidders**
 - 5.1. Where the Proposal is submitted by a joint venture or a consortium, members of the joint venture or consortium together comprise the Bidder.
 - 5.2. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.
 - 5.3. Bidders who bid as a joint venture must indicate clearly that it is a joint

venture and provide the following information:

- a) the name of each member of the joint venture;
- b) the GST/HST/QST number of each member of the joint venture;
- c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
- d) the name of the joint venture, if applicable.

- 5.4. If the information is not clearly provided in the proposal, the Bidder must provide the information at the request of the Contracting Authority.
- 5.5. The proposal and any resulting Contract must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and any resulting Contract. If a Contract is issued to a joint venture, one member may be appointed to act on behalf of all members of the joint venture to manage the said Contract and receive Payments. All members of the joint venture will be jointly and severally or solitarily liable for the performance of the work resulting from the Contract.

One Bidder, One Proposal

- 5.6. A Bidder may not submit more than one proposal in response to this RFP. Individual members of a joint venture or consortium are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a member of another joint venture or consortium.
- 5.7. If the Bidder submits a proposal individually or as a member of a consortium or joint venture, it must not participate as a sub-consultant in another proposal.
- 5.8. A sub-consultant, however, may participate in more than one Proposal, but only in that capacity. The Bidder warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in response to this RFP.
- 5.9. If more than one proposal is received from a Bidder (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.

6. Proposal Validity

- 6.1. A proposal must remain valid and open for acceptance for a period of ninety (90) calendar days after the closing date of the RFP.
- 6.2. Eabametoong First Nation may request Bidders to extend the validity period of their Proposals. Bidders who agree to this request should either confirm the availability of the Personnel listed in the proposal or propose a replacement in accordance with Section A, paragraph 11.

7. Overview of Selection Process

- 7.1. The selection process is as follows:
 - a) This RFP is to be posted on an Electronic Tendering Service such as MERX as well as local/national media, where relevant.
 - b) Responsive proposals are reviewed, evaluated and rated by an Evaluation Board composed of the Contracting Authority and the First Nation(s) it

represents, as well as ISC Representatives, in accordance with the criteria, components and weight factors set out in Section E – Evaluation Methodology and Criteria.

- c) Bidders are notified of the results within one week after the Contracting Authority has entered into a Contract with the successful bidders.

8. RFP Enquiries

- 8.1. Questions or requests for clarification during the solicitation period must be submitted in writing **by email** to the Contracting Authority identified under Paragraph 2 of this section.
- 8.2. Enquiries should be received no later than five (5) calendar days prior to the closing date identified on the front page of the RFP. Enquiries received after that time may not be answered.
- 8.3. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.
- 8.4. To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to the list of bidders that have requested a copy of the RFP, without revealing the sources of the enquiries.

9. Submission and Receipt of Proposals

- 9.1. Proposals must be delivered by mail to the following address:

Eabametoong First Nation
C/O Matawa education authority
200 Lillie Street North
Thunder Bay, ON P7C 5Y2
Attention: Sharon Nate, Education Manager
Email: snate@matawa.on.ca

- 9.2. Bidders are requested to deliver one original and six (6) hard copies of their proposal. Bidders must also include a CD/USB with a soft copy of their proposal in .pdf format. In the event of discrepancies between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. The Contracting Authority reserves the right to identify an original if none is identified.
- 9.3. Proposals must be received by the Contracting Organization no later than the RFP closing date as specified under Section A, paragraph 9.5.

Electronic Submission of Proposals

- 9.4. Due to the nature of this RFP, electronic transmission of a proposal to Eabametoong First Nation by means such as email or facsimile will not be accepted.

Closing Date for the Submission of Proposals

- 9.5. The Closing Date for the submission of Proposals in response to this RFP is
Thursday, March 21, 2019 @ 16:00 ET (4 PM local time)

Late Proposals

- 9.6. Timely and correct delivery of proposals to the address designated for

receipt of proposals is the sole responsibility of the Bidder.

9.7. Proposals delivered after the stipulated closing date and time will be returned unopened.

***Submission
Requirements***

9.8. It is the Bidder's responsibility to:

- a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- b) send its Proposal only to the Contracting Authority identified in the RFP;
- c) submit the technical and financial components of the proposal in separate, easily identified sealed envelopes;
- d) place the envelopes containing the technical and financial proposals, and financial statements, if applicable, in a sealed outer envelope. The outer envelope must bear the name of the Bidder, return address of the Bidder, submission address (refer to Section A, paragraph 9.1), solicitation number and description, and the RFP closing date and time; and
- e) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

9.9. Eabametoong First Nation encourages the use of recycled paper and two-sided printing.

Language

9.10. Proposal documents and supporting information must be submitted in English.

***Mandatory
Forms***

9.11. Bidders are requested to submit the following completed technical and financial forms, which can be found under Section F of this RFP:

- a) F1 – Acceptance of Terms and Conditions
- b) F2 – Certifications
- c) F3 – Bidder's Organization
- d) F4 – Bidder's Experience
- e) F5 – Curriculum Vitae for Proposed Personnel
- f) F6 – Financial Proposal

9.12. Each Bidder or its authorized representative must sign the F1 – ACCEPTANCE OF TERMS AND CONDITIONS form and the F2 – CERTIFICATIONS form. In case of a joint venture, each member must complete and sign the F1 and F2 forms.

Certifications

9.13. Bidders, including each member of a joint venture, must comply with the requirements specified under F2 – CERTIFICATIONS from the date of Proposal submission.

9.14. Bidders have an obligation to disclose any situation of non-compliance with the certifications in F2, including in relation with the Code of Conduct for Procurement and Conflict of Interest/Unfair Advantage provisions.

9.15. If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-

compliance with the certifications in F2, the Proposal will be declared non responsive and will therefore be rejected.

9.16. As part of Code of Conduct requirements, Bidders who are incorporated, including those submitting proposals as a joint venture, must include under form F3 – BIDDER’S ORGANIZATION, a complete list of names of all individuals who are currently directors of the Bidder. Bidders submitting proposals as sole proprietorship, including those submitting proposals as a joint venture, must provide with their proposal the name of the owner.

9.17. The Bidder must diligently maintain an up-to-date list of names by informing Eabametoong First Nation in writing of any change occurring during the validity period of the proposal as well as during the period of any Contract arising from this RFP.

***Content
Presentation***

9.18. In order to facilitate the evaluation, Bidders are requested to submit their technical proposals following the same order as presented in Section E, Evaluation Methodology and Criteria. To avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposals where the subject topic has already been addressed.

9.19. Where specified in the respective forms and/or in Section E, Evaluation Methodology and Criteria, Bidders are requested to respect page limits assigned to respond to any or all RFP requirements.

9.20. Bidders are requested to submit only one curriculum vitae for each position. Eabametoong First Nation will not consider any proposed alternative Personnel in the evaluation of the Proposal.

**10. Financial
Proposal**

10.1. All information related to fees and costs must appear only in the financial proposal. The financial proposal must be prepared using form F6 – FINANCIAL PROPOSAL.

10.2. If the Bidder does not provide F6 or does not comply with the provisions of Section A, the Proposal will be rejected.

Costing

10.3. The price proposals must be submitted in Canadian dollars and will be evaluated excluding applicable taxes.

10.4. In cases of error in the calculation of prices, the unit prices will govern as applicable.

**11. Modification of
Proposal**

11.1. A proposal submitted may be amended by letter or facsimile provided the revision is received by the Contracting Authority designated under Section A, paragraph 2. Amendments must be received before the RFP closing date specified under Section A, paragraph 9.5.

11.2. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the original proposal. The revision must also include the information identified in Section A, paragraph 10.1.

**12. Evaluation of
Proposal**

12.1. Except when responding to requests to provide additional information from the Contracting Authority, or requesting clarification on the RFP as specified in Section A, paragraph 8, the Bidders must not contact Eabametoong First Nation on any matter related to their technical and/ or

**Mandatory
Procedural
Requirements
Evaluation of
Technical
Proposals**

- financial proposals. In addition, any effort by Bidders to influence Eabametoong First Nation in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidder's Proposal.
- 12.2. Except as otherwise specified in this RFP, Eabametoong First Nation will evaluate Proposals solely based on the documentation provided as part of the Proposals. Eabametoong First Nation will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
 - 12.3. The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section E, Evaluation Methodology and Criteria. There are several steps in the evaluation process, which are described below.
 - 12.4. Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.
 - 12.5. Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section E, Evaluation Methodology and Criteria. Any Proposals not meeting the mandatory evaluation criteria will be rejected.
 - 12.6. Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.
 - 12.7. In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section E, Evaluation Methodology and Criteria, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, etc.), to demonstrate their capability. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.
 - 12.8. The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in Section E, Evaluation Methodology and Criteria will be rejected. The financial proposal will remain unopened and will be returned to the Bidder.
 - 12.9. Only work experience of the Bidder will be assessed. In the case of a consortium or joint venture, unless otherwise specified in Section E, Evaluation Methodology and Criteria, the experience of any Member could be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years / months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires five (5) years of experience, and both Members independently have three (3) years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.

12.10. Where Form F5 – CURRICULUM VITAE FOR PROPOSED PERSONNEL, is not provided with the Proposal, Eabametoong First Nation will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project.

13. Clarifications of Proposal

- 13.1. In conducting the evaluation, Eabametoong First Nation may, but has no obligation to do the following:
- a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - c) request, before award of any Contract, specific information with respect to the Bidder's legal status; and
 - d) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 13.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with paragraph 13.1. Failure to comply with the request will result in the Proposal being rejected.
- 13.3 Any clarifications submitted by a Bidder that are not in response to a request will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Eabametoong First Nation in the evaluation of Proposals.

14. Rejection of Proposal

- 14.1. Eabametoong First Nation may reject a proposal where any of the following circumstances is present:
- a) The Contracting Authority determines that the Bidder's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
 - b) The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period.
 - c) Evidence, satisfactory to the Contracting Authority, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal.
 - d) Evidence, satisfactory to Contracting Authority, that based on past conduct or behavior, the Bidder, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly; with respect to current or prior transactions with the Contracting Authority.
 - e) The Contracting Authority has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a Contract with the Bidder, any

of its employees, any sub-consultant or any specialist consultant included as part of the proposal.

- 14.2. Where the Contracting Authority intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, before making a final decision on the proposal rejection.

15. Conditions of Contract Award

Before award of a Contract, a Bidder must meet the conditions listed below. Upon request by **Eabametoong First Nation**, a Bidder must provide, within the timeframe stated in the request, documentation to support compliance. Failure to comply with the request and meet the requirement within that timeframe will delay the award of the Contract and may result in the Proposal being rejected.

a) LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a proposal as a joint venture.

b) FINANCIAL CAPABILITY

In order to determine the Bidder's financial capability to meet the project requirements, Eabametoong First Nation may require access to the Bidder's financial information. If the Bidder is a consortium or joint venture, information may be requested from each member. Such financial information may include, but may not be limited to, the following:

- i) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- ii) If the date of the financial statements in (i) above is more than five (5) months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- iii) If the Bidder has not been in business for at least one (1) full fiscal year, the following must be provided:
 - the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

- the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- iv) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- v) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- vi) If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- vii) If the Bidder is a subsidiary of another company, then any financial information in (i) to (v) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee is provided with the required information.
- viii) Eabametoong First Nation reserves the right to request from the Bidder any other information it requires to conduct a complete financial capability assessment of the Bidder.
- ix) If the Bidder provides the information required above to the Contracting Authority in confidence while indicating that the disclosed information is confidential, then the Contracting Authority will treat the information in a confidential manner.
- x) In determining the Bidder's financial capability to fulfill this requirement, the Contracting Authority may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favor of the Contracting Authority, a performance guarantee from a third party or some other form of security, as determined by the Contracting Authority).
- xi) In the event that a proposal is found to be non-compliant on the basis that the Bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

c) INSURANCE REQUIREMENTS

By virtue of submission of a proposal, the Bidder certifies that the Bidder and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance as the Contract may require.

The successful Bidder shall be required to obtain and maintain professional liability and comprehensive general liability insurance coverage as the Contract may require.

No insurance requirement stipulated in the RFP documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Bidder and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.

d) LICENSING REQUIREMENTS

Consultant team members and key personnel shall be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the Project is located.

By virtue of submission of a proposal, the Bidder certifies that the Bidder's consultant team and key personnel are in compliance with the requirements of the above paragraph. The Bidder acknowledges that the Contracting Authority reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

- 16. Debriefing of Unsuccessful Bidders**
- 16.1. Should a Bidder desire a debriefing, the Bidder should contact the Contracting Authority identified in the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.
- 17. Commencement of Services**
- 17.1. The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by the Contracting Authority.
- 18. Limitation of Liability**
- 18.1. Except as expressly and specifically permitted in this RFP, no Bidder or potential Bidder shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Bidder shall be deemed to have agreed that it has no claim.
- 19. Rights of the Contracting Authority**
- 19.1 Eabametoong First Nation reserves the right to:
- a) reject any or all Proposals received in response to the RFP;
 - b) enter into negotiations with Bidder on any or all aspects of their Proposals;
 - c) accept any Proposal in whole or in part without negotiations;
 - d) cancel the RFP at any time;
 - e) reissue the RFP; and
 - f) Negotiate with the sole compliant Bidder to ensure best value to Eabametoong First Nation.
- 19.1 In the event that the Contracting Authority would have to cancel the RFP after receipt of proposals, all bidders would be informed of such decision

and of the reasons motivating it.

SECTION B – PROJECT BRIEF

1. INTRODUCTION

This RFP defines the conditions and scope of services the Consultant is to perform for the Eabametoong First Nation Pre-design Study.

2. PROJECT GOALS AND OBJECTIVES

The goal of the Pre-design Study is to provide Eabametoong First Nation with improved access to a quality learning environment for their children in accordance with this Consultant Terms of Reference.

The overall objectives of the project are to:

- a) Provide educational facilities that accommodate current and projected enrollment;
- b) Develop an inviting, culturally relevant environment in which community members are partners in the educational process;
- c) Provide a safe, enabling and nurturing environment for all students regardless of their individual challenges;
- d) Provide a safe working environment for staff; and
- e) Provide access to a variety of educational opportunities for students and the community

It is to be noted that standard designs components will be implemented for a) the school core components containing at a minimum the administration, gymnasium and cafeteria/kitchen, staff room, library/resource center and certain classrooms; and b) the building's exterior envelope consisting of floor, wall and roof components that offer a balance of performance and low initial and continuing maintenance and repair costs.

3. GENERAL INFORMATION ON THE COMMUNITY

1.1 Basic Community Profile

Eabametoong First Nation is a remote Zone 4 community located on Eabamet Lake, approximately 385 km northeast of Thunder Bay, Ontario. The community is accessible by air and seasonal winter road only. The registered population of 1,582 people (CDW (2017-09-11)) reside in approximately 243 (ICMS 2017/01/12) homes in the community.

Eabametoong First Nation is situated east of Highway 599 (at Pickle Lake, ON) and is accessible by seasonal winter road to the community, with the nearest community being Neskantaga First Nation, 66 km away. The Ministry of Transportation (MTO) has constructed and maintains gravel airstrips within the majority of the northern communities, as it does for Eabametoong First Nation. The seasonal winter road supplies the community with bulk materials that would otherwise need to be shipped via more expensive air freight where size and weight still permit this to occur.

The primary language in the region is Ojibway and Oji-Cree, although English is frequently spoken by many of the people within the community. The local schools that have been established at the majority of the First Nations deliver the curriculum in both Ojibway/Oji-Cree and English.

Eabametoong First Nation delivers many programs to its residents. Health services are provided by the nursing clinic which is funded by Health Canada. Registered nurses, regular community visits by medical doctors, dentists, and optometrists provide medical care and health education for individuals. Tikanagan Child and Family Services provide assistance through a local outreach person. Guidance, counselling and supervision are funded through Tikanagan Child and Family Services for those in need of these services.

4. DESCRIPTION OF CURRENT COMMUNITY ASSETS AND FACILITIES

The community is accessible by air year round and by seasonal winter road. The existing road system is a network of gravel surfaced roads throughout the community. The community presently consists of approximately 243 residential dwellings and other facilities including a school, school multipurpose room, fire hall, teacherages, band administration office, hotel, municipal garage, school workshop storage, band storage units, churches, Wahsa training centre, police station and police residence, radio station, education offices, maintenance garage, nursing clinic, police station, hockey arena, airport, cemetery, docks, community hall and ball diamonds.

Eabametoong First Nation runs and operates the local diesel generating station (DGS) and distribution assets used to provide electricity to the community.

The existing School is in poor condition and is overcrowded. The facility does not currently provide a safe venue for the delivery of satisfactory educational programming. There are numerous work items that are backlogged and there are numerous urgent life safety requirements.

5. NEEDS IDENTIFICATION

The delivery of a new or expanded asset is urgent and essential. The existing facility is past its useful life and needs a massive repair or replacement program. The size of the School is inadequate to provide suitable educational programming.

The consultant will be expected to review the existing facility, background material and reference data and provide a comprehensive summary of the viability of improving the asset to make it suitable to deliver the required programming.

6. CURRENT AND PROJECTED STUDENT ENROLLMENT

The Consultant will be required to develop enrolment projections as specified under Section C, subsection 2.1 of this RFP.

7. PROJECT SCOPE

The following table describes activities that are part of the project scope, as well as activities that are out of scope. Activities not identified under this table are deemed to be out of scope, unless specified otherwise. To the extent possible, out of scope items will be covered through another source of funds (ISC or First Nations).

Activities In Scope	Activities Out of Scope
<ul style="list-style-type: none"> Site selection that demonstrates value-for-money to ISC 	<ul style="list-style-type: none"> Remote site selection without demonstrating that existing or closer site is not a viable option
<ul style="list-style-type: none"> Site preparation directly affecting the school building 	
<ul style="list-style-type: none"> Funding for on-site servicing (i.e. sewer, potable water and electrical) from property line to connect school 	<ul style="list-style-type: none"> Funding for off-site servicing (i.e. including sewer, potable water and electrical upgrades to community infrastructure) beyond property line
<ul style="list-style-type: none"> Site development and equipment as per ISC LOSS – School Site Development, and road access from property line to connect school 	<ul style="list-style-type: none"> Site development and equipment beyond ISC LOSS – School Site Development, and upgrades to main roads
<ul style="list-style-type: none"> Demolition, swing space and building site remediation (if and when applicable) 	
<ul style="list-style-type: none"> Educational facilities design and implementation as per approved ISC SSAS 	<ul style="list-style-type: none"> Any facilities, space or features that go beyond the approved ISC SSAS
<ul style="list-style-type: none"> School equipment and furnishing (e.g. desks, seating, tables, millwork, tack and chalk/whiteboards, shelving, fixed gymnasium equipment, mobile partition walls, lockers and window coverings, electrical and HVAC) 	<ul style="list-style-type: none"> Acquisition, replacement or repair of furniture, technology equipment (computer hardware and software), books/manuals, supplies, appliances and maintenance equipment
<ul style="list-style-type: none"> Enrolment projections using the established national enrolment methodology 	<ul style="list-style-type: none"> Projections made without use of established national enrolment methodology
<ul style="list-style-type: none"> Information transfer 	<ul style="list-style-type: none"> Capacity development

8. PROJECT MILESTONES

8.1. Project Schedule

The Consultant shall submit, with the proposal, a detailed time and activity schedule, based on the requirements of the Project as outlined in the following table:

Date	Activity	Location
March 25/19	Issue Letter of Intent	
April 02/19	Project Meeting #1 – Kick-off	First Nation community(ies)
May 08/19	Enrolment Projections & Education Requirements	
May 15/19	Project Meeting #2	First Nation community(ies)
June 12/19	SSAS & Formal Plan of School Space	
June 19/19	Project Meeting #3	Teleconference
July 31/19	Draft Report	
August 7/19	Project Meeting #4	Teleconference

September 10/19	Final Report	
September 17/19	Project Meeting #5	First Nation community(ies)

The Consultant shall:

- a) Acknowledge that work must commence on the study within fourteen (14) calendar days of contract award;
- b) Allow sufficient time in the Project Schedule to distribute documents to the Project Team;
- c) Allow the Project Team a minimum of fourteen (14) calendar days, from the date of presentation of project documents, to review the documents and comment;
- d) Advise the Project Team in writing, of any actual or potential changes to the approved Project Schedule.

8.2. Project Meetings

- a) Project Meeting #1 – The First Nation Community Coordinator shall initiate Project Meeting #1; which shall be held in the First Nation community, as soon as possible, after Award of Contract. The purposes of this meeting will be to introduce the members of the Project Team, review the Consultant work plan, schedule, communications plan, and initiate the data collection process.
- b) Project Meeting #2 – The Consultant shall initiate Project Meeting #2; which shall be held in the First Nation community, as soon as the Consultant has analyzed the available documents, reports, and data. The purpose of this meeting will be for the Project Team to review the Enrolment Projections Draft, and for the Consultant to confirm the education requirements and complete an extensive Building Condition Assessment of the existing infrastructure along with a Site Review.
- c) Project Meeting #3 – The Consultant shall initiate Project Meeting #3; which shall be held via teleconference. The purpose of this meeting will be for the Consultant to validate the Education Program, and for the Project Team to review the School Space Accommodation Standards analysis as well as conceptual building/site layout options.
- d) Project Meeting #4 – The Consultant shall initiate Project Meeting #4; which shall be held via teleconference. The purpose of this meeting will be for the Project Team to review the comments on the Draft Report.
- e) Project Meeting #5 – The Consultant shall initiate Project Meeting #5; which shall be held in the First Nation community. The purpose of this meeting will be for the Consultant to present the final Pre-design Study report to the Project Team, the Chief & Council and to the community.

SECTION C – SPECIFIC MANDATE OF THE CONSULTANT

1. INTRODUCTION

This Pre-design Study will form part of the funding proposal for the school capital project to be submitted for approval by ISC senior management.

2. SCOPE OF SERVICES

The work of the Consultant shall comprise, but is not necessarily limited to, the following:

- a) visit the First Nation community(ies) and review the condition of the existing school and potential building sites. Verify the existing base building system elements including their condition, deficiencies and life expectancy as well as availability and capacity of services needed for the school project;
- b) analyze the project requirements/program;
- c) review all available existing material related to the project such as previous studies, aerial photos, reports, plans, designs, and record drawings;
- d) review the proposed project schedule for verification that all milestone dates are achievable;
- e) review the cost plan/budget for verification that the costs are realistic and achievable;
- f) identify the codes, regulations, standards and all authorities having jurisdiction that apply to the Project; and
- g) record and distribute the minutes of all Project Meetings.

To succeed, the Consultant shall develop an extensive consultation process with the Eabametoong First Nation Chief and Council, project team, and First Nation membership to identify their needs and priorities, to present options, and to obtain input on the preferred options.

The Consultant shall examine in detail, and produce the necessary drawings, sketches, and an indicative cost estimate for the solution that demonstrates the best value-for-money:

- a) Option 1 – Status Quo;
 - *Status quo must be fully analyzed and the consequences of maintaining the status quo must be identified. The status quo option will act as the baseline for the upcoming analysis.*
- b) Option 2 – Existing School Renovation with Addition (on the existing site*);
- c) Option 3 – Existing School Renovation plus New School on Existing Site*;
- d) Option 4 – Existing School Renovation plus New School on New Site;
- e) Option 5 – Build New School on Existing Site*; and
- f) Option 6 – Build New School on New Site.

** Note: Suitability of the existing School Site should meet the school site development requirements of the proposed expanded facility and/or a new facility.*

2.1. Enrolment Projections

The Consultant shall develop a set of enrolment projections for the Eabametoong First Nation. These projections shall cover all education programs and grades being taught at the school facility, typically from Junior Kindergarten (K4) to Grade 12, and should go at least fifteen (15) years into the future.

The student enrolment projections and grade levels proposed are key elements in the Pre-design Study, and as such must be thoroughly researched, submitted and approved by Eabametoong First Nation and ISC prior to proceeding with the balance of the study.

The services required for the provision of enrolment projections are specified under Annex B – Consulting Services to Develop School Enrolment Projections.

2.2. Formal Plan of School Space (Functional Requirements)

The consultant shall develop/confirm the Formal Plan of School Space, which defines functional requirements for Eabametoong First Nation school (s).

The purpose of this study is to define program requirements for school which a building (facility) must satisfy in order to create and supportive learning environment.

The requirements shall be based on ISC's SSAS. This document defines the Department's level of service standards for which funding may be provided for the construction of First Nations schools through the CFMP.

The standards aim to set a maximum space allowance for the entire school (Total Gross Space Allowance), instead of detailing net-space provisions and programming. As a result, the SSAS provides the required design flexibility to suit site-specific and community-specific requirements.

The Consultant shall analyze the most recent version of the SSAS with the Project Team, and jointly develop detailed options meeting the needs of the Eabametoong First Nation and the SSAS requirements. The breakdown of space shall include the following:

- a) Development of options to incorporate a daycare facility into the school building, and access funding to include this item in the construction of the school addition.
- b) Development of options to incorporate an industrial arts facility into the school building, and access funding to include this item in the construction of the school addition.
- c) Development of options to incorporate a dedicated computer room into the school building, and access funding to include this item in the construction of the school addition.

2.3. Condition of Existing School Facility / Review of Existing Site

The Consultant shall visit the First Nation community(ies) and review condition of the existing school, school site, and potential building sites. Information sought includes, but is not limited to:

- a) Description and assessment of existing asset, including but not limited to the following:
 - Age, building area and other main characteristics of the school.
 - Total occupants and number of occupants affected by the problem.

- Historical financial information such as original capital cost, and, for each of the last ten years, amounts and description of operational expenses, maintenance expenses, minor capital (nature of renovations and expenses), and municipal type service agreements, if applicable, etc.
 - Who is managing the asset (operation and maintenance).
- b) Statement of the overall condition of the asset (ACRS) including health and safety issues.
- c) Discussion of the operational, financial, and functionality of the existing school and how it is / not meeting its performance targets (life expectancy, health and safety, American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), food services, assets, etc.).

The Consultant shall review all available soils and topographical information to determine the extent and cost of additional fieldwork required, if any, to carry out the study.

2.4. Feasibility Study

The feasibility study shall identify and analyze the different options available to bridge the gap between the existing facility and what is required to meet the needs of the First Nation community(ies), as identified in the previous sections. The analysis of options presented should include:

- a) Site Analysis
- Review the existing school site and all proposed sites of the project and assess the suitability of the site to accommodate the new school facility program and site amenities as well as the site ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site.
 - There are four portables that were installed in 2004 to address short term needs only. These assets will be assessed but they are approximately 14 years old and it is likely that these units will need to be de-commissioned.
 - Analyze the potential sites should be done in accordance with the applicable Community Development Plans (if any) and/or any future development plans.
 - The information should be provided on the following:
 - location on the reserve;
 - natural hazards (debris flows and torrents, landslides, earthquakes, floods, erosion, etc.);
 - access (both pedestrian and vehicular), water supply (quality, quantity for fire flows, pressure, etc.), wastewater disposal;
 - preliminary geotechnical assessment (does not involve drilling or excavation);
 - possible environmental problems (these will be confirmed in the Design Stage);
 - other engineering components that may be unique to the project;
 - topography, vegetation and drainage;
 - physical restrictions;
 - archaeological factors; and
 - others, as required.
 - The analysis should identify and expand on constraints and opportunities that may affect future developments of facilities.
- b) School Facility Analysis
- Assess the indicative design and construction cost estimates, which shall include itemized costs for the following divisions:

- school buildings – construction costs, non-construction costs,
- furnishing and equipment fit-up costs
- off-site servicing to the property line
- Determine the annual operation energy costs, periodic major repair and replacement costs, maintenance cost, etc.
- Analyze the life-cycle costs for each option
- Determine the cash flow requirements for the implementation of each option.
- Identify of the anticipated risks.

c) 40-Year Life Cycle Cost (LCC) Study for School Project

The Consultant shall provide a LCC analysis for each option, which should contain the following components:

- capital Investment cost breakdown, which must consider/comply with the following:
 - school project cost breakdown, the school building capital cost benchmark, contingency and risk allowances;
 - preliminary geotechnical investigation;
 - site assessments, including potential site contamination, cultural and other environmental considerations (e.g., environmental scoping report);
 - site servicing options, including an off-site service assessment;
 - additional special studies that were conducted (i.e., preliminary storm water management plan)
- mid-life recapitalization cost breakdown;
- operation cost breakdown; and
- maintenance management cost breakdown.

d) Sustainable Development

The Project must be designed, constructed and certified to meet LEED v4 Silver rating. As such, the Consultant shall provide a comprehensive analysis with regards to achieving this certification.

The Consultant shall include, along with necessary narrative, sufficient drawings and sketches to fully illustrate all considered options. These comprise, but are not limited to:

- a) an overall site plan depicting the relative locations of all proposed sites and facilities with respect to the community;
- b) a detailed plans of the site options including location of facilities, site development, services, access, topography, location of existing trees, etc.;
- c) a space schedule;
- d) a functional layout organization of the proposed facilities, with a description of the buildings proposed specification by system – envelope, roof, floors, walls, structure, mechanical system, sewage disposal system, etc.;
- e) a Project Environmental Outline;
- f) a land encumbrance check; and
- g) an archaeological assessment.

The Consultant shall analyze the results of the study, discuss the advantages and disadvantages of each option considering the financial analysis, the benefits, and the long term impact, including any Comprehensive Community Planning (*if the plan exists*), and formulate recommendations supported by adequate justification. If the existing school location is being considered for the new school location, the Consultant shall develop an implementation strategy (i.e. swing space) and its impact on school construction.

The Consultant shall complete a risk analysis for each option chosen, along with mitigation plans and associated risk allowances. The consultant shall also include a value-for-money analysis of the options presented. The Consultant shall develop a project implementation schedule showing critical and milestone dates.

The Consultant shall develop a project implementation schedule showing critical and milestone dates. The proposed schedule should include the following:

Stage	Milestone	Projected Timeline
Planning	Pre-design study start	Q2 – 19
	Pre-design study completed	Q3 - 19
	Project Approval Request (PAR)	Q4 - 19
Design	Design Consultant tender call	Q1 - 20
	Design Consultant contract award	Q1 - 20
	Preliminary drawings (33%)	Q2 - 20
	Working drawings (66%)	Q3 - 20
	Construction drawings (99%)	Q3- 20
	Tender documents and Substantive cost estimate	Q4 - 20
	Implementation Expenditure Authority Request	Q4 - 20
Implementation	Construction tender call	Q4 - 20
	Construction contract award	Q1- 21
	Material delivery	Q1 - 21
	Mobilization	Q2 - 21
	Construction (breakdown as required)	Q3 - 21 Q3 - 22
	Substantial Completion & Commissioning	Q3 - 22
	Final Completion	Q4 - 22
Completion	Project closeout	Q4 - 22

2.5. Recommended Option

The Consultant shall present its recommendation under a separate section, complete with rationale underlying the recommendation.

2.6. Teacherages

There is a need for having accurate and up-to-date information to inform decision-makers prior to finalizing project scope. Where the First Nation(s) is already providing housing facilities as an incentive to attract qualified teachers (teacherages), the Consultant shall perform a needs assessment of existing versus required teacherages.

The work of the Consultant shall comprise, but is not necessarily limited to, the following:

- a) Review all available existing material related to the project such as previous studies, aerial photos, reports, plans, designs, and record drawings.
- b) Visit the First Nation community and review condition of the existing teacherages and potential new sites for new units. Information sought includes, but is not limited to:
 - Description and assessment of existing assets, including but not limited to the following:
 - Number of units, type, age, building area and other main characteristics of the unit;
 - Total occupants and number of occupants affected by the problem;
 - Historical financial information such as original capital cost, and, for each of the last ten years, amounts and description of operational expenses, maintenance expenses, minor capital (nature of renovations and expenses), municipal type service agreements, if applicable, etc.; and
 - Who is managing the asset (operation and maintenance).
 - Statement of the overall condition of the assets including health and safety issues.
 - Discussion of the operational, financial, and functionality of the existing teacherages and how it is / not meeting its life expectancy.
 - Assessment of the suitability of the existing site to accommodate additional teacherages if/as required and identification of potential extra locations for future expansion in the vicinity of the school site. The analysis of the potential sites should be done in accordance with the applicable Community Development Plans (if any) and/or any future development plans. Information should be provided on the following:
 - Location on the reserve (map with GPS coordinates);
 - Natural hazards (debris flows and torrents, landslides, earthquakes, floods, erosion, etc.) and possible environmental problems (these will be confirmed in the Design Stage);
 - Access (both pedestrian and vehicular), water supply (quality, quantity for fire flows, pressure, etc.), wastewater disposal;
 - Preliminary geotechnical assessment (does not involve drilling or excavation);
 - Topography, vegetation and drainage;
 - Physical restrictions;
 - Archaeological factors; and
 - Other components that may be unique to the project, as required.
 - The analysis should identify and expand on constraints and opportunities that may affect future developments of facilities.

- c) Analyze the existing ISC policy and standards related to accommodation/housing needs for teachers working on Reserve. Provide gap analysis of existing space and units provided vs required by the standard.
- d) Review the proposed project schedule for verification that all milestone dates are achievable.
- e) Provide indicative cost estimate for renovation and new construction.
- f) Identify the codes, regulations and standards that apply.

The assessment shall align with the functional requirements for teacherages, as specified in ISC's "Level of Service Standard and Management of Teacherages on Reserve" document. In performing its analysis, the Consultant should be guided by the survey questions provided in Annex C – Guiding Principles to Assess the Need for Teacherages.

3. DELIVERABLES

3.1. Draft Report

The Consultant shall prepare a draft report detailing the study methodology, supporting data assumptions, findings, and recommendations.

The draft report shall follow the format provided in Annex A of the RFP. The draft report shall be submitted electronically to the Contracting Authority by the date specified in the contract. Six (6) appropriately bound, identical copies of the report should also be submitted to the Contracting Authority.

3.2. Final Report

The final report shall be presented in the same format as above. It shall address issues and incorporate comments identified as part of the review of the draft report.

The Consultant shall submit to the Contracting Authority the final report in six (6) identical copies appropriately bound. All documents considered being a part of the final report shall bear and signatures of the responsible professionals.

3.3. Existing documentation

- ISC Policies and Directives:
<https://www.sac-isc.gc.ca/eng/1100100010585/1533644999181>
 - Protocol for ISC-Funded Infrastructure (PIFI)
 - ISC School Space Accommodation Standards (Level of Service Standards for Sizing School Facilities Funded by Indigenous and Northern Affairs Canada)
 - ISC Capital Facilities and Maintenance – School Site Development
 - ISC Level of Service Standards and Management of Teacherages on Reserve
- ISC CFMP – Terms and Conditions (Contributions to Support the Construction and Maintenance of Community Infrastructure):
<http://www.aadnc-aandc.gc.ca/eng/1386694148066/1386694215230>

4. CONSULTANT RESPONSIBILITIES

The Consultant shall perform the services described herein in accordance with the terms and conditions of this RFP.

4.1. Standard of Care

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of the services at the time when and the location in which the services are provided.

4.2. Time Schedule

The Consultant shall:

- a) submit in a timely manner to the Contracting Authority, for approval, a detailed time schedule for the services to be performed; and
- b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the Contracting Authority.

4.3. Project Information, Decisions, Acceptances, Approvals

The Contracting Authority shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the services provided by the Consultant.

No acceptance or approval by the Contracting Authority, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the services provided by the Consultant.

4.4. Changes in Services

The Consultant shall:

- a) make changes in the services to be provided under this RFP, including changes which may increase or decrease the original scope of services, when requested in writing by the Contracting Authority; and
- b) prior to commencing such changes, advise the Contracting Authority of any known and anticipated effects of the changes on the fees estimates and schedule.

4.5. Codes, By-Laws, Licenses, Permits

The Consultant shall comply with all statutes, codes, regulations and by-laws applicable to their work, including but not limited to those included in the Protocol for ISC -Funded Infrastructure (PIFI) and that are applicable at this stage. Where necessary, the Consultant shall review their work plan with those public authorities having jurisdiction in order that the consents, approvals, licenses and permits required for the different school projects may be applied for and obtained.

4.6. Provision of Staff

The Consultant shall, on request, submit to the Contracting Authority for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the Consultant to provide the services identified in the project and, on request, submit any subsequent changes to the Contracting Authority for approval.

4.7. Sub-Consultants

The Consultant shall:

- a) prior to any Project notify the Contracting Authority of any other sub-consultants with whom the Consultant intends to enter into agreements for part of the services and, on request, provide details of the terms, and Services to be performed under the said agreements and the qualifications and names of the personnel of the Sub-Consultants proposed to be employed on any Project;
- b) include in any agreements entered into with sub-consultants such provisions of this Agreement as they apply to the Sub-Consultants' responsibilities; and
- c) upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, inform the Sub-Consultant of the Consultant's obligations to the Sub-Consultant under this Agreement.

The Contracting Authority may object to any Sub-Consultant within six (6) calendar days of receipt of notification and, on notification of such objection, the Consultant shall not enter into the intended agreement with the Sub-Consultant.

Neither an agreement with a Sub-Consultant nor the Contracting Authority's consent to such an agreement by the Consultant shall be construed as relieving the Consultant from any obligation under this Agreement or subsequent Projects, or as imposing any liability upon the Contracting Authority.

4.8. Health and Safety

First Nations recognize their obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction contracts. In order to meet those responsibilities, First Nations insist that their consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupations Health and Safety Regulations are implemented and observed when involving consultant staff to undertake works on federal sites and work places.

4.9. Media

The Consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the First Nation Representative(s).

4.10. Performance Evaluation

The Consultant shall take note that an evaluation of its performance during and upon completion of the mandate could be performed by the Contracting Authority. The evaluation is based on the following criteria: design, quality of results, management, time and cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future Contracts.

SECTION D – GENERAL CONDITIONS AND TERMS OF PAYMENT

1. GENERAL CONDITIONS

1.1. Compliance with Applicable Laws

The Consultant must comply with all laws applicable to the performance of the Contract. The Consultant must provide evidence of compliance with such laws to the Owner at such times as the Owner may reasonably request.

The Consultant must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to the Owner.

1.2. Copyrights, Confidentiality and Consultant's Use of Owner's Documents

Copyright and other intellectual property rights in the Contract and any documents issued by the Owner to the Consultant under or in connection with the Contract shall (as between Parties) remain the property of the Owner. The Consultant may, at its cost, copy, use and obtain communication of these documents for the purposes of the Contract. Such documents shall not, without the Owner's written consent, be used, copied or communicated to any third party by the Consultant.

The Consultant must keep confidential all information provided to the Consultant by or on behalf of the Owner in connection with the Work and all information conceived, developed or produced by the Consultant as part of the Work. Information provided to the Consultant by or on behalf of the Owner must be used solely for the purpose of the Contract and remains the property of the Owner.

Subject to any right of the Owner under the Contract, the Contracting Authority agrees not to release or disclose any information delivered to the Owner under the Contract that is proprietary to the Consultant or a sub-consultant.

1.3. Owner's Property

The Consultant must take reasonable and proper care of all Owner's Property while it is in its possession or subject to its control. The Consultant is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

1.4. Transfer of Ownership

The Work or any part of the Work belongs to the Owner after delivery and acceptance by the latter.

However, if any payment is made to the Consultant for or on account of any Work, that work paid for by the Contracting Authority belongs to the Contracting Authority or the First Nation(s) it represents upon such payment being made. This transfer of ownership does not constitute acceptance by the Contracting Authority of the Work or any part of the Work and does not relieve the Consultant of its obligation to perform the Work in accordance with the Contract.

Despite any transfer of ownership, the Consultant is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Contracting Authority in accordance with the Contract.

Even after delivery, the Consultant remains responsible for any loss or damage to any part of the Work caused by the Consultant or any Sub-Consultant.

1.5. Amendment

Any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Consultant.

1.6. Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Consultant to suspend or stop the Work or part of the Work under the Contract. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so.

1.7. Default by the Consultant

If the Consultant is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period.

If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.

The Consultant will be liable to the Owner for all losses and damages suffered by the Owner because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Owner in procuring the Work from another source. The Consultant agrees to repay immediately to the Owner the portion of any advance payment that is unliquidated at the date of the termination.

1.8. Termination for Convenience

At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

If a termination notice is given, the Consultant will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by the Owner. The Consultant will be paid:

- a) on the basis of the Contract Amount, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;

- b) the Cost to the Consultant plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
- c) all costs incidental to the termination of the Work incurred by the Consultant but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.

1.9. Entire Contract

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications or contracts, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2. TERMS OF PAYMENT

2.1. Payment Conditions

The Contracting Authority will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to eighty (80) percent of the amount claimed and approved by the Contracting Authority if:

- a) an accurate and complete Claim for Payment (invoice) is presented, and any other document required by the Contract have been submitted in accordance with invoicing instructions provided Section D, sub-section 2.3 of this RFP;
- b) the total amount for all milestone payments paid by the Contracting Authority does not exceed eighty (80) percent of the total amount to be paid under the Contract; and
- c) all work associated with the milestone and, as applicable, any deliverable required have been completed and accepted by the Contracting Authority.

The balance of the amount payable will be paid in accordance with the payment provisions upon completion and delivery of all Work required under the Contract if the Work has been accepted by the Contracting Authority and a final claim for the payment is submitted.

2.2. Schedule of Milestones

The following table will be completed prior to contract signature and will determine the structure of payments:

Milestone No.	Description or Deliverable	Percentage of Contract Value	Delivery Date
1	Completion and Acceptance of Enrolment Projections	25%	To be confirmed – generally 4-6 weeks after contract signature
2	Completion and Acceptance of Draft Report	55%	To be confirmed – generally 3-4 months after contract signature
Final Payment	Completion and Acceptance of Final Report*	20%	To be confirmed – generally 3-5 weeks after acceptance of draft report

** Including successful conformance with the Statement of Work as verified and signed by the Contracting Authority.*

2.3. Invoicing

Invoices must be submitted in the Consultant's name. One invoice shall be submitted for each deliverable, as well as for final payment. Amounts on the invoices must equal to the exact percent of the Contract that they represent, as determined under section D, paragraph 2.2.

For prompt processing of invoices, the Consultant should include the following information:

- a) Contract number and Name of Contracting Authority
- b) Invoicing period with dates
- c) Project Title and Project Number (ISC's ICMS)
- d) Work done to justify invoice / short narrative of services provided
- e) Summary of costs as follows:
 - Amount claimed for this invoice (1) Fees + Applicable Taxes = Total
 - Total previous invoices (2) Fees + Applicable Taxes = Total
 - Total invoiced to date (1+2) = (3) Fees + Applicable Taxes = Total
 - Agreed fees (4) Fees + Applicable Taxes = Total
 - Amount to complete (4-3) = (5) Fees + Applicable Taxes = Total
 - % Services completed this stage (6)
- f) Authorized signatures of the consultant and the date

The Consultant shall include with each invoice receipt of original invoices (or legible copies if originals cannot be supplied) for reimbursable expenses claimed.

By submitting an invoice, the Consultant certifies that:

- a) All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- b) Indirect costs have been paid for or accrued in the accounts.
- c) Direct materials and work under subcontract have been received, accepted and either paid for or accrued in my/our accounts following receipt of invoice from vendor/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- d) All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract.
- e) All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract.
- f) No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid Consultant's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

2.4. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the proposal submission date that affects the costs of the work to the Consultant, the contract amount will be adjusted to reflect the increase or decrease in the cost to the Consultant. However, there will be no adjustment for any change that increases the cost of the work to the Consultant if public notice of the change was given before proposal submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the work.

2.5. Payment Period

Subject to verification by the Contracting Authority, payment for services completed shall be made to the Consultant within thirty (30) days of receipt of an invoice. If further information is requested by the Contracting Authority within fifteen (15) days of receipt of the invoice for the purpose of verification, payment shall be made within thirty (30) days of receipt of the required information or a corrected invoice.

If the Contracting Authority fails to make a payment that is due in accordance with subsection 2, and such payment is overdue for fifteen (15) days or more after the due date, the Consultant shall be entitled to receive interest on the amount that is overdue from the date on which the amount is overdue to the day previous to the date on which the overdue amount is paid.

Interest shall be paid automatically on all amounts that are not paid within fifteen (15) days after the due date. Interest shall not be paid on amounts paid within fifteen (15) days after the due date, and the Contracting Authority shall not be liable to pay to the Consultant any interest on unpaid interest.

The rate of interest shall be at the current prime lending rate established by the Contracting Authority's banking institution.

SECTION E – EVALUATION METHODOLOGY AND CRITERIA

1. MANDATORY REQUIREMENTS

Proposals must meet all of the following mandatory criteria for their submissions to be considered for further evaluation. Failure to meet any or all of these mandatory requirements will render the Proposal as non-responsive, and no further evaluation will be carried out. The completeness of Proposals against the requirements outlined in the Project Brief will also be assessed in general terms.

The following table shall be provided with the bid submission. Bidders shall indicate the relevant page number(s) from their Proposals which addresses the requirement identified in each criterion.

Number	Mandatory Criterion	MET	NOT MET	Reference (page no.)
M1	Bidder must provide a signed copy of form F1 – ACCEPTANCE OF TERMS AND CONDITIONS			
M2	Bidder must provide a signed copy of form F2 – CERTIFICATIONS			
M3	Bidder must clearly identify a Lead Resource for this mandate. Bidder must provide proof that the proposed resource is a licensed Engineer or Architect, and a member in good standing of the Professional Order in the province in which the Project is being carried out. Bidder must provide a copy of the Lead Resource’s degree and proof of Professional Order membership.			
M4	References from at least three (3) different organizations for which the Bidder has performed similar work must be provided. The references must be related to work which has been completed within the past five (5) years. Bidder must provide references using form F4 – BIDDER’S EXPERIENCE.			
M5	Bidder must provide detailed curriculum vitae for proposed resources using form F5 – CURRICULUM VITAE FOR PROPOSED PERSONNEL			
M6	Bidder must provide their Financial Proposal in a clearly-marked, separate sealed envelope. Fees and disbursements for the required services must be submitted using form F6 – FINANCIAL PROPOSAL.			
	The Proposal meets all the Mandatory Requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, the Proposal will be evaluated against the Rated Technical Requirements.			

2. RATED TECHNICAL REQUIREMENTS

Each Technical Proposal that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria.

Evaluation will be divided into two sections: technical and financial. A best value score will be calculated by combining both sections. The technical section will represent 70% and the financial section will represent 30% of the final mark.

A Proposal must achieve a technical rating of 60% or more. A Proposal which does not meet that threshold will be given no further consideration.

Number	Rated Technical Criterion	Points	Reference (page no.)										
RT1	<p>1. Qualifications of the Bidder (max. 25 points)</p> <p>The Bidder must demonstrate that it has the necessary capability and resources to ensure delivery of the services described in Section C – Specific Mandate of the Consultant. The firm’s qualifications must be submitted using form F4 – BIDDER’S EXPERIENCE.</p> <p>1.1 Extent of Bidder’s Experience (max. 10 points)</p> <p>The Bidder should provide a list and short description of successfully completed pre-design studies for infrastructure projects carried out by the firm over the last eight (8) years. The Bidder should provide the name of the client, the project cost and the years of start and completion. (1 point per pre-design studies, up to a maximum of 10 points).</p> <p>1.2 Similar Scope (max. 15 points, non-cumulative)</p> <table> <tr> <td>Experience in providing professional services for school infrastructure pre-design study on-reserve:</td> <td>15 points</td> </tr> <tr> <td>Experience in providing professional services for school infrastructure pre-design study off-reserve:</td> <td>10 points</td> </tr> <tr> <td>Experience in providing professional services for other infrastructure pre-design study on-reserve:</td> <td>7 points</td> </tr> <tr> <td>Experience in providing professional services for other infrastructure pre-design study off-reserve:</td> <td>3 points</td> </tr> <tr> <td>No experience in providing professional services for pre-design studies:</td> <td>0 points</td> </tr> </table>	Experience in providing professional services for school infrastructure pre-design study on-reserve:	15 points	Experience in providing professional services for school infrastructure pre-design study off-reserve:	10 points	Experience in providing professional services for other infrastructure pre-design study on-reserve:	7 points	Experience in providing professional services for other infrastructure pre-design study off-reserve:	3 points	No experience in providing professional services for pre-design studies:	0 points		
Experience in providing professional services for school infrastructure pre-design study on-reserve:	15 points												
Experience in providing professional services for school infrastructure pre-design study off-reserve:	10 points												
Experience in providing professional services for other infrastructure pre-design study on-reserve:	7 points												
Experience in providing professional services for other infrastructure pre-design study off-reserve:	3 points												
No experience in providing professional services for pre-design studies:	0 points												
RT2	2. Methodology (max. 25 points)												

Number	Rated Technical Criterion	Points	Reference (page no.)
	<p>The Bidder should provide a narrative description of the proposed approach to implement the mandate. The proposed approach should clearly articulate the Bidder’s understanding of the mandate and should address the following:</p> <ul style="list-style-type: none"> a) Understanding of First Nation context (in general, and more specifically of First Nation(s) affected by this RFP): max 5 points b) Plans / processes for conducting the work, including methods employed for collecting and analyzing information (quantitative and qualitative): max. 5 points c) Communication strategy / consultation with First Nation(s): max. 5 points d) Roles and responsibilities of the project team: max. 5 points e) Proposed timeline, including deliverables: max. 5 points <p>For each component, the methodology proposed by the Bidder will be evaluated according to the following scale:</p> <ul style="list-style-type: none"> Description provided is clear, relevant and complete: 5 points Description provided is partial or not sufficiently clear or relevant: 3 point Description not provided or not relevant: 0 point 		
<p>RT3</p>	<p>3. Experience of Project Team (max. 25 points)</p> <p>The Bidder will be assessed against the technical resources provided in this project and should identify the names and qualifications of people nominated for performing the services required under this RFP. The curriculum vitae of key resources must be included using F5 –CURRICULUM VITAE FOR PROPOSED PERSONNEL. These will be assessed against:</p> <p>3.1. Completeness of the proposed team (max. 5 points)</p> <ul style="list-style-type: none"> Team includes sufficient resources in both engineering and architecture fields, as well as other specialties as applicable. The balance of proposed senior, intermediate and technical resources is adequate: 5 points 		

Number	Rated Technical Criterion	Points	Reference (page no.)
	<p>Team has limited resources in either engineering or architecture fields. The balance of proposed senior, intermediate and technical resources is inadequate: 1 point</p> <p>Team does not comprise both engineering and architectural expertise. The balance of proposed senior, intermediate and technical resources is inadequate: 0 points</p> <p>3.2. Experience of the Lead Resource (max. 10 points)</p> <p>The Bidder must clearly identify who its Lead Resource will be on the Project Team for this section to be evaluated.</p> <p>3.2.1. Years of experience in leading or performing pre-design studies for school infrastructure (max. 7 points)</p> <p>Over 10 years: 7 points Between 5-10 years: 5 points Between 1-4 years: 1 point No experience: 0 points</p> <p>3.2.2. Experience with First Nation communities (max. 3 points)</p> <p>The Lead Resource should have experience working with and in First Nations. The Lead Resource should provide the name of clients, the scope and cost of services, and the years of start and completion when submitting its F5 form. (0.5 point per project, up to a maximum of 3 points).</p> <p>3.3. Experience of additional resources (max. 10 points)</p> <p>3.3.1. Overall level of experience of team members in their respective fields (max. 5 points)</p> <p>This criterion will be evaluated according to the following scale:</p> <p>More than half of resources have over 10 years' experience in their field: 5 points Half of resources have over 10 years' experience in their field: 3 points Less than half of resources have less than 10 years' experience in their field: 1 point Less than half of resources have no experience in 0 points</p>		

Number	Rated Technical Criterion	Points	Reference (page no.)
	<p>their field:</p> <p>3.3.2. Experience of team members on similar mandates (max. 5 points, sub-sections a) and b) are cumulative)</p> <p>a) This criterion will be evaluated according to the following scale:</p> <p>More than half of resources have experience participating in school infrastructure pre-design studies: 2.5 points</p> <p>More than half of resources have experience participating in other infrastructure pre-design studies, but only some have worked on school pre-design studies: 1.5 points</p> <p>More than half of resources have experience participating in other infrastructure pre-design studies, but none have worked on school pre-design studies: 0.5 point</p> <p>No resources have experience participating in infrastructure pre-design studies: 0 points</p> <p>b) In their experience on delivering pre-design studies:</p> <p>Most resources have experience working with and in First Nations: 2.5 points</p> <p>Only some resources have experience working with and in First Nations: 1.5 points</p> <p>No resources have experience working with First Nations: 0 points</p>		
	Maximum Points Available	75	
	Minimum Overall Score Required	60%	
	Bidder's Technical Score		

Number	Financial Criterion	Points
F11	<p>Financial Proposal (max. 40 points)</p> <p>The Bidder's fee proposal must be summarized on form F6 – FINANCIAL PROPOSAL and submitted in a separate cost envelope.</p> <p style="text-align: center;"> } } <u>Lowest Total Cost of Services</u> } </p>	X 30

	Bidder's Total Cost of Services	
	When the difference between the Bidder's Cost of Services and the average proposal cost is equal or greater than 25% of the average proposal cost, the financial proposal will be awarded no points. The average proposal cost is obtained by adding the cost of each proposal divided by the number of proposals received.	
	Maximum Points Available	30
	Bidder's Financial Score	

Bidder's Overall Score		
Total Technical (70%)	Total Financial (30%)	Final Evaluation (100%)

The Bidder receiving the highest total score is the first entity that will be approached in order to finalize the details of a contractual agreement for the provision of the required services.

In the case of a tie, the Bidder submittal with the best technical score for the services will be selected.

Evaluation Example

	Submission 1	Submission 2	Submission 3
Technical Evaluation	65/75 points	75/75 points	70/75 points
Weighted Technical (70%)	$65/75 \times 70 = 61$	$75/75 \times 70 = 70$	$70/75 \times 70 = 65$
Financial Evaluation	\$60,000	\$70,000	\$80,000
Weighted Financial (30%)	$60,000/60,000 \times 30 = 30$	$60,000/70,000 \times 30 = 26$	$60,000/80,000 \times 30 = 22$
Total	$61 + 30 = 91$	$70 + 26 = 96$	$65 + 22 = 77$

In this example, Submission 2 would be the winner.

SECTION F – STANDARD FORMS

F1 – ACCEPTANCE OF TERMS AND CONDITIONS

F2 – CERTIFICATIONS

F3 – BIDDER’S ORGANIZATION

F4 – BIDDER’S EXPERIENCE

F5 – CURRICULUM VITAE FOR PROPOSED PERSONNEL

F6 – FINANCIAL PROPOSAL

F1 – ACCEPTANCE OF TERMS AND CONDITIONS

Guidance to Bidders:

Signed F1 – ACCEPTANCE OF TERMS AND CONDITIONS must be submitted with a Proposal. If a Bidder is a joint venture or consortium, the Proposal must include a signed F1 from each member.

Eabametoong First Nation requests that the member in charge be identified by checking the appropriate box below.

The Proposal to the Eabametoong First Nation is for the provision of Services in relation to the procurement of consulting and professional services for school pre-design studies.

From:
Bidder's Name (Please print)

Person authorized to sign on behalf of the Bidder:
.....
Name (Please Print)

.....
Title (Please Print)

By signing this form, the Bidder certifies that it has read the RFP in its entirety and that it accepts all terms and conditions set out in the RFP, as is without modifications, deletions or additions.

.....
Name Signature
.....
Title

I/We have the authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Member in Charge (if applicable)

F2 – CERTIFICATIONS

Guidance to Bidders:

Signed F2 – CERTIFICATIONS must be submitted with a Proposal in accordance with Section A, paragraph 9.12 of the RFP. If a Bidder is a joint venture or consortium, the Proposal must include a signed F2 from each member.

Eabametoong First Nation requests that the member in charge be identified by checking the appropriate box below.

1. CODE OF CONDUCT FOR PROCUREMENT

The Bidder must respond to the RFP in an honest, fair and comprehensive manner, accurately reflect its capacity to satisfy the requirements stipulated in the RFP and the Contract, submit its Proposal and enter into the Contract only if it will fulfill all obligations of the RFP.

Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to enter into a Contract with the Eabametoong First Nation. Any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, will be declared non responsive. If it is determined, after issuance of the Contract, that the Bidder made a false declaration, Eabametoong First Nation will have the right to set aside and to terminate for default any resulting Contract.

The Bidder is required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of the Contract.

For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Bidder's affiliates if:

- a) directly or indirectly either one controls or has the power to control the other, or a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts, or
- b) convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

By submitting a proposal, the Bidder certifies that it is aware, and that its affiliates are aware, that Eabametoong First Nation may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Eabametoong First Nation may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

Submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to

any individual for the solicitation, negotiation or obtaining a Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

By submitting a Proposal, the Bidder certifies that no one convicted under any of the provisions under (a) or (b) are to receive any benefit under a Contract arising from this RFP. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:

- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
- b) section 121 (Frauds on the government and Contract or subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
- c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
- d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
- e) section 239 (False or deceptive statements) of the Income Tax Act, or
- f) section 327 (False or deceptive statements) of the Excise Tax Act, or
- g) section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its proposal or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of proposals is completed, Eabametoong First Nation will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the proposal non-responsive.

Eabametoong First Nation reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

2. CONFLICT OF INTEREST – UNFAIR ADVANTAGE

In order to protect the integrity of the procurement process, the Bidders are advised that Eabametoong First Nation may reject a bid in the following circumstances:

- a) if the Bidder, any of its proposed Sub-consultants, any of its proposed Consultants including any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation.
- b) if the Bidder, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest.
- c) if the Bidder, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and

that would, in Eabametoong First Nation's opinion, give or appear to give the Bidder an unfair advantage.

- d) The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Eabametoong First Nation as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. Where Eabametoong First Nation intends to reject a proposal under this section, it will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. The Bidder acknowledges that it is within Eabametoong First Nation's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

3. LOBBYIST

The Bidder certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

4. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the curriculum vitae and supporting material submitted with its Proposal, particularly information that pertains to education achievements, experience and work history, have been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the RFP requirement are capable of satisfactorily providing the Services described in Section B, Project Brief.

5. AVAILABILITY OF RESOURCES

The Bidder certifies that, if it is awarded a Contract as a result of this RFP, the persons proposed in its Proposal will be available to commence performance of the Services as requested by Eabametoong First Nation's representatives and at the time specified in this RFP or agreed to with Eabametoong First Nation representatives.

If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its proposal, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of a Contract for default.

By signing this form, the Bidder certifies its compliance with the certifications included in F2 - CERTIFICATIONS.

.....
Name
.....

.....
Signature

Title

I/We have the authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Member in Charge (if applicable)

F3 – BIDDER’S ORGANIZATION

Guidance to Bidders:

The Bidder is requested to provide the following information by filling in the appropriate spaces below. The Bidder must submit F3 in accordance with Section A, paragraph 9.12. In case of a consortium or joint venture, each Member must comply with the above requirement.

The content below marked with an asterisk (*) is mandatory. The additional format and content outlined below are recommended but not mandatory. Bidders submitting proposals as societies, firms, or partnerships do not need to provide lists of names under requirements 5 or 6 below.

1. The legal name, mailing address, telephone and fax numbers of the Bidder, including each Member if the Bidder is a consortium or joint venture *

2. The address of Satellite Offices of the Bidder, if any *

3. The person to contact regarding the Proposal (name, title, telephone and fax numbers, and email address) *

4. For Bidders that are incorporated, including those submitting proposals as a joint venture, a complete list of names of all individuals who are currently directors of the Bidder *

5. Bidders submitting proposals as sole proprietorship, including those submitting proposals as a joint venture, must provide with their proposal or promptly thereafter the name of the owner *

6. A general description of the Bidder’s company including:
 - a) Its size (in annual revenue and number of employees)
 - b) Its structure and history (e.g., privately owned, publicly traded, year of establishment, historical mergers and acquisitions, etc.)
 - c) Its core products and services
 - d) Its main markets

F4 – BIDDER’S EXPERIENCE

Guidance to Bidders:

Using the format below, provide information on each project where the Bidder and/ or a Member was carrying out consulting and professional services similar to the ones requested under this RFP.

The Bidder should provide a) a general description of its experience, including with and in First Nations, b) a list of projects where it delivered services of similar scope as described in *Section C – Specific Mandate of the Consultant*, and c) three (3) references to be contacted by the review committee.

1. GENERAL NARRATIVE OF CORPORATE EXPERIENCE

2. LIST OF PRE-DESIGN STUDY MANDATES or of similar scope performed in the last 8 years (in case of a joint-venture, please specify which member was responsible for performing the mandate); which will be used in evaluating Rated Technical Criterion *RTI – Qualifications of Bidder*.

Project Name		Construction Cost
Short Description of Services Provided	Cost of Services Provided	yyyy-mm to yyyy-mm
Project Name		Construction Cost
Short Description of Services Provided	Cost of Services Provided	yyyy-mm to yyyy-mm
Project Name		Construction Cost
Short Description of Services Provided	Cost of Services Provided	yyyy-mm to yyyy-mm

3. REFERENCES

Name	Title	Organization
Address	Phone Number	Email
Name of Project / Services provided		
Name	Title	Organization
Address	Phone Number	Email
Name of Project / Services provided		

F5 – CURRICULUM VITAE FOR PROPOSED PERSONNEL

<i>Proposed position</i>	
<i>Name</i>	
<i>Education (degree(s) received and pertinent dates)</i>	
<i>Professional or Technical Registration and Date</i>	
<i>Present employer and position (if applicable)</i>	
<i>Length of service with current employer and status (permanent, temporary, contract employee, associate, etc.)</i>	
<i>Pertinent experience: A summary of the candidate's experience in accordance with the rated criteria detailed under Section E</i>	
<i>A history of employment and assignments, including dates and duration (in reverse chronological order)</i>	

F6 – FINANCIAL PROPOSAL

The following will form part of the evaluation process:

- a) The Consultant’s fees will be a fixed lump sum.
- b) The fees will cover all services of the Consultant and/or of its Sub-Consultant(s), as applicable.
- c) In addition to these fixed fees, the Consultant and/or its sub-consultant(s), as applicable, will be reimbursed for disbursements (travel by air and/or car, accommodations, meals and incidentals) related to site visits and meetings at the community. Travel and accommodation costs will be reimbursed according to receipts submitted with invoices. Meals, incidentals and other admissible costs will be reimbursed in accordance with the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php>).
- d) The Bidder’s financial proposal will be assessed based on the total cost of services (i.e. fees, sub-consultants (if any) and disbursements).
- e) The Financial Proposal will not include applicable HST/GST/QST. Taxes will be shown as a separate item.
- f) The Bidder is required to provide the Financial Proposal for services related to this RFP using the following model:

<i>Cost of Services</i>			
Fees	Hourly Rate	Total Hours	Total
Sr. Architect/Project Manager	\$		\$
Inter. Architect/Project Manager	\$		\$
Sr. Engineer/Project Manager	\$		\$
Inter. Engineer/Project Manager	\$		\$
Senior Technician	\$		\$
Intermediate Technician	\$		\$
Administrative Support	\$		\$
Sub-Consultants	N/A	N/A	\$
Disbursements *	N/A	N/A	\$
Total Cost of Services			\$

* Note: The total cost indicated in this table will fix the maximum cost value for which disbursements will be reimbursed. Any expense in excess of this upset limit shall not be engaged prior to the review and written approval of the Contracting Authority. Any expense engage prior to appropriate approvals will be the responsibility of the Consultant.

By signing F6 – FINANCIAL PROPOSAL, the Bidder agrees to provide ALL services requested in the Request for Proposal. If any proposal –is submitted by a partnership or joint venture, then the information is required from each component of the entity.

.....
Name Signature

.....
Title

I/We have the authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Member in Charge (if applicable)

.....
Name Signature

.....
Title

I/We have the authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Member in Charge (if applicable)

.....
Name Signature

.....
Title

I/We have the authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Member in Charge (if applicable)

ANNEX A – PRE-DESIGN STUDY TEMPLATE

The Consultant shall use the following report format:

Executive Summary (maximum two pages)

- Statement of the problem/opportunity;
- Project Description
- Previous approvals, decision or agreements (if applicable);
- Special considerations (if/as applicable):
 - Risk management;
 - Potential political considerations;
 - Timing;
 - Legal issues;
 - Client issues;
 - Department’s sustainable development targets;
 - Public sensitivity;
 - Recent or ongoing related projects; and
 - Cultural and community considerations;
- Summary of options; and
- Provide recommended option and explain why it is the preferred option (i.e. what is the value for money?).

1. Identification of Need

- Why is this project required now?
 - *Best Practices: Typically, the “need” can be best articulated by identifying the gap between “Where we want to be”, along with the associated desired outcomes, and “Where we are now” (existing facility). This highlights the problems, difficulties, and inadequacies of the status quo.*
 - *This section should not include any indication of the proposed solution. Its purpose is to concentrate on what drives the project.*
- Identify key issues and opportunities (factors driving the initiation of the project):
 - Maintain or improve asset;
 - Issues related to insufficient effectiveness of a system;
 - Improving environmental performances;
 - Possible opportunity;
 - Client requirements;
 - Lack of functional space;
 - Emergency situation; and
 - Etc.

2. Project Background

- Community location and access (including remoteness), nearest service centre and context;
 - *Zone 1: A zone where the Band is located within 50km of the nearest service centre by year-round road access.*

- *Zone 2: A zone where the Band is located between 50km and 350km from the nearest service centre by year-round road access.*
- *Zone 3: A zone where the Band is located over 350km from the nearest service centre by year-round access.*
- *Zone 4: A zone where the Band has no year-round road access to the nearest service centre and as a result has a higher cost of transportation.*
- Provincial map and map of community boundaries with positioning of existing facility;
- Current and projected community population (identify source of information); and
- Identify if community has access to community centre, emergency shelter facility, or existing gymnasium servicing.

3. Enrolment Projections

- Summary of the Enrolment Projections study based on the nominal roll (include completed/signed enrollment projection tables as an annex).

Current enrollment and classes distribution (year of study)					
Grades	Part Time Students* (A)	Full Time Students* (B)	Special Needs Students** (C)	Adjustments** (if applicable) (D)	Total** (A+B+C+D)
K4					
K5					
Grades 1-3					
Grades 4-6					
Grades 7-9					
Grades 10-12					
Total					

Enrolment projections at school year (projected occupancy year)					
Grades	Part Time Students* (A)	Full Time Students* (B)	Special Needs Students** (C)	Adjustments** (if applicable) (D)	Total** (A+B+C+D)
K4					
K5					
Grades 1-3					
Grades 4-6					
Grades 7-9					
Grades 10-12					
Total					

Enrolment projections at design year (projected 5th year of occupancy)					
Grades	Part Time Students* (A)	Full Time Students* (B)	Special Needs Students** (C)	Adjustments** (if applicable) (D)	Total** (A+B+C+D)
K4					
K5					
Grades 1-3					
Grades 4-6					
Grades 7-9					
Grades 10-12					
Total					

Notes:

* Numbers to exclude special needs students

** Numbers as full time equivalents

4. Formal Plan of School Space

4.1 School Space Accommodation Standards (SSAS)

- Summary of the gross space allowance for the school facility based on student enrollment using the most recent SSAS (include completed/signed SSAS tables as an annex);
 - Rationalization of additional space for special needs students;

School Space Accommodation Standards		Gross Floor (sq.m.)
A	Basic Gross Floor Allowance	
B	Cafeteria Gross Floor Allowance	
C	Gymnasium Gross Floor Allowance	
D	Total Gross Floor Allowance	
E	Additional Allowance for Additional Kindergarten	
F	Additional Allowance for Additional Elementary and Secondary Enrolment	
G	Additional Allowance for Special Needs Students	
H	Final Gross Floor Allowance (D+E+F+G)	

- Provide a gap analysis on existing conditions vs. SSAS requirements.

4.2 Functional Requirements

- Summary of the functional space program (full details to be annexed to the Pre-Design Study);
 - Identify the number and size of allowable space based on SSAS (i.e. classrooms, gym size, special purpose rooms, etc.);
 - Identify what is included in the site preparation and site development; and
 - Separate out any components that will be funded by sources other than ISC's Education Infrastructure Fund (EIF);
- Growth considerations with regards to the core design and self-contained modular classrooms approach. Detail how/where it will be added to the school building; and
- Compliance with Cultural / Community Guidelines (Value for Money).

4.3 Review of Existing Facility and Site Conditions

4.3.1 Comprehensive Community Planning

- Does the Community have a long-term plan for the development/use of its land? Does it have an impact of the School Project, and if so how?

4.3.2 Community Infrastructure Services

- Brief description of the existing community infrastructure (water, waste water, electrical, and roads). Can the existing infrastructure support the project? Why? How?

4.3.3 Existing School Facility

- Description and assessment of the existing educational infrastructure, including but not limited to the following:
 - Age, facility area, location within Community, and other main characteristics;
 - Total occupants and number of occupants affected by the problem;
 - Historical financial information (original Capital cost, and, for each of the last 10 years, amounts and description of Operation expenses, Maintenance expenses, Minor capital (nature of renovations and expenses), Municipal Type Service Agreements (MTSA's) (if applicable), etc.); and
 - Who is the asset being managed by (operation and maintenance);
- Identify nearest education facility(ies), and if Band or Provincial;
- Identify if the current facility is in the First Nations Infrastructure Investment Plan (FNIIP) along with year of reference;
 - Priority Ranking Framework (national and regional);
- Overall condition assessment of the existing facility:
 - Overall Asset Condition Reporting System (ACRS) rating;
 - Building systems (Architectural, Structural, Fire Alarm System, Interior Condition, Mechanical Systems, Electrical Systems, Indoor Air Quality, etc.);
 - Recent renovations (if applicable);
 - Limitations;
 - Anticipated short-term and mid-term requirements;
 - Health and safety issues (if applicable);
- Discussion of the operational, financial, and functionality of the existing school (if applicable) and how it is / not meeting its performance targets (life expectancy, health and safety, ASHRAE, food services, assets, etc.); and
- Discuss the impact of current problem(s) on users (if applicable).

- Identification of any future plans pertaining to the use of the existing school/site being replaced (if/as applicable).

5. Feasibility Study

5.1 Methodology and Approach

- Define how and which data were gathered to complete the Pre-Design Study.

5.2 Assumptions and Limitations

- List and describe all the assumptions associated with the ability to address the key requirements—and the potential impact of those assumptions if they are not addressed; and
- List and describe the specific constraints that place limits or conditions on the investment. They can come from external or internal factors.

5.3 Site Analysis

- Review the existing school site and all proposed sites of the project and assess the suitability of the site to accommodate the new school facility program and site amenities as well as the site ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site.
- The analysis of the potential sites should be done in accordance with the applicable Community Development Plans (if any) and/or any future development plans.
- Information should be provided on the following:
 - location on the reserve
 - natural hazards (debris flows and torrents, landslides, earthquakes, floods, erosion, etc.)
 - access (both pedestrian and vehicular), water supply (quality, quantity for fire flows, pressure, etc.), wastewater disposal
 - preliminary geotechnical assessment (does not involve drilling or excavation)
 - possible environmental problems (these will be confirmed in the Design Stage)
 - drainage
 - other engineering components that may be unique to the project
 - topography and vegetation
 - physical restrictions
 - archaeological factors
 - others, as required
- The analysis should identify and expand on constraints and opportunities that may affect future developments of facilities.
- School site analysis and proposed allowance (hectares) recommendations to accommodate SSAS
 1. *The most cost-effective means of school site selection should be determined through comprehensive site analysis and life cycle cost analysis of at least three (3) site alternatives (including existing site), where ISC funding is provided in support of a school project and its associated site development.*

5.4 School Facility Analysis

- Identify and describe all reasonable options for satisfying the project requirements:
 - Option 1 – Status Quo;
 2. *Status quo must be fully analyzed and the consequences of maintaining the status quo are identified. The status quo option will act as the baseline for the upcoming analysis.*
 3. *If status quo is not a viable option than go to Option 2 (provide rationale)*
 - Option 2 – Existing School Renovation with Addition (on the existing site);
 4. *If Option 2 is not a viable option than go to other options (provide rationale)*
 - Option 3 – Existing School Renovation plus New School on Existing Site;
 - Option 4 – Existing School Renovation plus New School on New Site;
 - Option 5 – New School on Existing Site; and
 - Option 6 – New School on New Site.
- Include, along with necessary narrative, sufficient drawings and sketches to fully illustrate all considered options. These comprise, but are not limited to:
 - an overall site plan depicting the relative locations of all proposed sites and facilities with respect to the community;

- a detailed plans of the site options including location of facilities, site development, services, access, topography, location of existing trees, etc.;
 - a space schedule;
 - a functional layout organization of the proposed facilities, with a description of the buildings proposed specification by system – envelope, roof, floors, walls, structure, mechanical system, sewage disposal system, etc.
 - a Project Environmental Outline.
 - a land encumbrance check.
 - an archaeological assessment.
- Provide an implementation schedule for each option.

5.5 Financial Analysis

- Identify any partnerships, if/as applicable (Health Canada, Employment and Social Development Canada, alternative funding streams, etc.);
- For each option, provide Life Cycle Costing (LCC) Analysis for the expected life of the asset (projected 40 years minimum), including the following:
 - Capital Investment cost breakdown, which must consider/comply with the following:
 - School Project Cost Breakdown, the School Building Capital Cost Benchmark, Contingency and Risk Allowances;
 - Preliminary Geotechnical Investigation;
 - Site assessments, including potential site contamination, cultural and other environmental considerations (e.g., environmental scoping report);
 - Site servicing options, including an off-site service assessment;
 - Additional special studies that were conducted (i.e., preliminary storm water management plan);
 - Re-capitalization cost breakdown;
 - Operation cost breakdown; and
 - Maintenance Management cost breakdown; and
- The Consultant shall provide indicative cost estimates and cash flows (see table herein) and unit costs (per student and per sq.m.); and
- Include costs for any proposed use of technology (energy/HVAC/water) and LEED/Green Globe considerations (if any) recommended to reduce operating costs with financial analysis or plan of doing so.

School Project Cost Breakdown & Cash Flows																	
School Zone: (1, 2,3 or 4)		Indicative Cost Estimate															
Cost Category		Funding sources															
		ISC EIF			ISC Other			First Nation			Other (specify)			Total			
Yearly breakdown		1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	
Serial	Construction Costs																
School Facility																	
1	SSAS footprint																
2	Site mobilisation and preparation																
3	Site servicing (sewer, water, electricity)																

School Project Cost Breakdown & Cash Flows														
School Zone: (1, 2,3 or 4)		Indicative Cost Estimate												
Cost Category		Funding sources												
		ISC EIF			ISC Other			First Nation			Other (specify)		Total	
4	Demolition, building/site remediation and temporary accommodations (if applicable)													
5	Cultural & Community Components													
6	Other:													
7	School Facility Subtotal													
Renovations (if applicable)														
8	SSAS footprint													
9	Cultural & Community Components													
10	Other:													
11	Renovations Subtotal													
Teacherages and Other Buildings**														
12	Teacherages													
13	Other:													
14	Teacherages and Other Buildings Subtotal													
Site Development														
15	Cultural & Community Components													
16	Sports Facilities													
17	Access Roads													
18	Other:													
19	Site Development Subtotal													
Off-Site Development														
20	Cultural & Community Components													
21	Sports Facilities													
22	Access Roads													
23	Other:													
24	Off-Site Development Subtotal													
25	Construction Subtotal													
Non-Construction Components														
26	Project Management													
27	Design (Architecture & Engineering)													
28	Fit-ups Furniture & Equipment													
29	Fit-ups – Communications & Technology													
30	Moving fees													
31	O&M Set Up													
32	Non-Construction Subtotal													
33	Project Cost													
34	Contingency													
35	Total Estimated Cost (TEC)													

** Other buildings such as Head Start and Daycare building will not be funded through ISC

5.6 Qualitative Analysis

- Presence: Ability to project school visibility in the Community or demonstrate significance and local awareness of the facility;
- Suitability: Purpose and use of the facility;
- Proximity: Proximity of other education facilities, and to Community mass;

- Land use compatibility: Compatibility with surroundings;
- Design: Growth potential (internal and external); and
- Functional utility: Functional design standards (space layout).

5.7 Risk Assessment

- Complete risk analysis for each option chosen, along with mitigation plans and risk allowances required for, but not limited to, the following:
 - Scope;
 - Cost;
 - Time/Schedule;
 - Environmental;
 - Location/Accessibility;
 - Complexity;
 - Construction market conditions;
 - Cultural and Community considerations; and
 - Other (specify).

5.8 Value for Money

- Provide a sensitivity analysis of options being considered; and
- Demonstrate the performance of each option not only in terms of investment but also taking into account the assessment of O&M costs, quality, risks, and timeliness to judge whether or not, when all taken together, they constitute good value.

6. Recommendation

- Clearly state which option is preferred based on the net advantages of the viable option over all others; and
- Provide rationale to demonstrate that the option selected is the most physically, environmentally and economically feasible option compliant with the SSAS to meet the needs of the community.

7. Teacherages

- Description and assessment of the existing facility(ies), including but not limited to the following:
 - Location within Community, number of units, type, age, building area and other main characteristics of the unit;
 - Total occupants and number of occupants affected by the problem;
 - Historical financial information such as original capital cost, and, for each of the last ten years, amounts and description of operational expenses, maintenance expenses, minor capital (nature of renovations and expenses), municipal type service agreements, if applicable, etc.; and
 - Who is managing the asset (operation and maintenance).
 - Overall condition assessment of the existing facility:
 - Building Condition Report (if any);

- Building systems (Architectural, Structural, Fire Alarm System, Interior Condition, Mechanical Systems, Electrical Systems, Indoor Air Quality, etc.);
- Recent renovations (if applicable);
- Limitations;
- Anticipated short-term and mid-term requirements;
- Health and safety issues (if applicable);
- o Discussion on the operational, financial, and functionality of the existing Teacherages and how it is / not meeting its life expectancy;
- Assessment of the suitability of the existing site to accommodate additional Teacherages if/as required and identification of potential extra locations for future expansion in the vicinity of the school site. The analysis of the potential sites should be done in accordance with the applicable Community Development Plans (if any) and/or any future development plans. Information should be provided on the following:
 - o Location on the reserve (map with GPS coordinates);
 - o Natural hazards (debris flows and torrents, landslides, earthquakes, floods, erosion, etc.) and possible environmental problems (these will be confirmed in the Design Stage);
 - o Access (both pedestrian and vehicular), water supply (quality, quantity for fire flows, pressure, etc.), wastewater disposal;
 - o Preliminary geotechnical assessment (does not involve drilling or excavation);
 - o Topography, vegetation and drainage;
 - o Physical restrictions;
 - o Archaeological factors; and
 - o Other components that may be unique to the project, as required.
- The analysis should identify and expand on constraints and opportunities that may affect future developments of facilities.
- Analysis of the existing ISC policy and standards related to accommodation/housing needs for teachers working on Reserve. Provide gap analysis of existing space and units provided vs required by the standard.
- Review of the proposed project schedule for verification that all milestone dates are achievable.
- Provision of an indicative cost estimate for renovation and new construction.
- Identification of codes, regulations and standards that apply.

ANNEX B – CONSULTING SERVICES TO DEVELOP SCHOOL ENROLMENT PROJECTIONS

1. SCOPE OF SERVICES

The mandate of the Consultant is to prepare a consistent set of enrolment projections for the Eabametoong First Nation. In order to do so, the Consultant shall perform the following work:

1.1 Preliminary Review of Available Data

The Consultant's initial task shall be to request and review readily available documents and data, including but not limited to:

- a) First Nations' existing studies (if any);
- b) Recent enrolment projections completed for Eabametoong First Nation (if any);
- c) ISC School Priority Ranking Framework enrolment projections; and
- d) Historical enrolment data for Eabametoong First Nation .

1.2 Data Collection and Validation

The Consultant shall be responsible for obtaining current or additional information from First Nation Community and/or seeking their agreement to access information available at the Provincial level. Tasks to be performed should include, but are not limited to:

- a) Obtaining letters from each First Nation authorizing the Consultant to request statistical data for the purposes of this study.
- b) Seeking detailed Nominal Roll data for Eabametoong First Nation over the most recent available five year period, breaking down data by school attended, age, grade, registration status, and special needs status.
- c) Seeking historic population data for Eabametoong First Nation by on/off reserve residency and single year of age for the past five years from the Indian Register.
- d) Seeking data on recent births to members of Eabametoong First Nation from relevant provincial authorities.

1.3 Data Analysis

The Consultant shall be responsible for analysing data for each First Nation based on demographic principles and adjustments. The analysis will take into a number of factors, including:

- age structure
- birth rates
- mortality rates
- on/off reserve residency
- late reporting of births on the Indian Register
- possible impact of changes to the Indian Act
- enrolment rates for different age groups
- enrolment of non-status students and members of other First Nations

- trends in high cost special needs enrolments

Historic trends for each of these factors should be documented, and several plausible future scenarios should be identified based on these trends. Where necessary, trends should be compared with broader provincial First Nation population trends. Enrolments should be projected by grade level making use of historic age-grade enrolment patterns. The projections should go at least 15 years into the future to allow for different possible construction time lines for new school facilities.

All analyses should be carried out separately for each community. In case projections surveys were previously performed, the new projections should be compared to previous projections, and discrepancies should be analysed.

2. DELIVERABLES

2.1. Work Plan

Upon review of preliminary data, the Consultant shall submit a brief work plan identifying steps and level of effort required to perform the services. The work plan shall include a schedule of activities and provide timelines.

2.2. Draft Report

Reports summarizing the above analyses for each community will be prepared in draft form and presented to the Contracting Authority, representatives of the First Nations communities and representatives from ISC for comments and feedback. The draft report is anticipated to be available within thirty (30) days from the date of the signature of the contract.

2.3. Final Report

Within fifteen (15) days of receiving comments on the draft report, the Consultant shall submit to the Contracting Authority a final report addressing issues and incorporating comments submitted.

The final report shall include detailed documentation for each of the factors incorporated into the projection models, and a set of projected enrolments per grade level for each year through 2029, or further as may be required. It shall also include statistical appendices documenting the details of the projection models.

3. CONSULTANT RESPONSIBILITIES

The Consultant shall perform the services described herein in accordance with the Terms and Conditions specified under Section C, sub-section 4 of this RFP.

ANNEX C – GUIDING PRINCIPLES TO ASSESS THE NEED FOR TEACHERAGES

The construction of teacherage facilities is intended to ensure a source of housing for teachers in remote areas (zones 2, 3 and 4). Decisions to fund a teacherage are made based on need and availability of funding.

The following are Guiding Principles to determine the need for the construction of teacherages on reserve:

1. The provision of funding for the construction of additional teacherages is a **last resort option**.

The justification for the construction of teacherages should be based on the number of full-time teachers required to deliver the school's curriculum (supported by documentation) less suitable accommodations available in the vicinity of the school and those teachers who can be engaged locally or in near-by locations. All suitable living accommodation available in the vicinity of the community must be identified and all other options exhausted.

Examples of questions:

- How many full-time teachers are required to deliver the school's curriculum?
- How many full-time teachers are currently employed by the First Nation?
- Of the employed full-time teachers, how many are normally resident in the community?
- What have been the interim measures to house the full-time teachers that have not been able to find permanent housing options?
- What does the community's housing stock consists of :
 - number of currently available housing units for teachers (teacherages and market housing options)
 - number of currently available social housing units (band-owned, section 95)
 - number of currently available market housing (privately-owned)
- What housing options are available outside of the community:
 - Within a 30 min. drive from the school?
 - Between a 30-60 min drive from the school?

2. Innovative funding solutions and partnerships must be considered.

Other funding sources must be explored and considered.

Examples of questions:

- What are the community's policies and practices regarding teacherages, including rental and maintenance regimes?
- Have other funding sources and partnerships, such as local industries, been explored to co-finance a potential teacherages project?

- Has the First Nation explored financing the construction of a residential unit through a financial institution that could not only house teachers but also meet other housing needs (rental regime would be in place)?

3. Alternative and cost-efficient construction options must be considered.

Other cost-efficient options, such as providing serviced pads in a mobile home park or arranging a bulk lease of hotel or apartment space, must be considered before requesting funding for the construction of new teacherages.

Examples of questions:

- What cost-efficient alternatives to the construction of teacherages have been investigated?