

Kwanlin Dün First Nation

REQUEST FOR PROPOSALS (RFP)

CONSULTANT SERVICES

TENDER DOCUMENT
(Value Driven)

**Design and Engineering Services for a
New Education Hub
Whitehorse Yukon
2021-2022**

Design and Engineering services for a New Education Hub.

July 2021

PART 1: INSTRUCTIONS TO PROPONENTS

Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals (RFP), as any variation from them may result in a proposal being rejected.

1. Proposals must be submitted including the Proposal Form(s) provided with this document, enclosed and sealed in an envelope, and:

Mailed to:	OR	Hand Delivered to:
77 McLennan Drive, Whitehorse, YT Y1A 5A5		77 McLennan, Whitehorse, YT

2. The proponent shall identify, on the tender envelope or package containing the proposal, their business name and address, (**the same as is on Proposal Form A and Proposal Form B**), the title of the proposal enclosed, and the date of Proposal Closing.
3. Proposals must be received at the *Reception Desk at the Main Administration Building for Kwanlin Dün First Nation at the address above*:
Proposal closing time: before 3:00 p.m.

Proposal closing date: August 13, 2021

Delivery of proposals prior to the closing time is the sole responsibility of proponents. Proposals received after the closing time will not be considered regardless of the reason for their late delivery. Late submissions will be returned to the proponent unopened.

4. If a proponent wishes to verify that their proposal has been received prior to proposal closing time, telephone Kwanlin Dün First Nation (hereafter KDFN) at (867) 633-7833. The proponent must identify their business name before this information will be released. No other information concerning the proposals will be released under any circumstances prior to proposal opening.
5. Questions regarding the submission of proposals may be directed to KDFN at (867) 633-7833 ext. 402 prior to the proposal closing date and time.
6. In accordance with the “Two-Envelope Submission Process” described in the Supplementary Instructions to Proponents, as soon as possible following the proposal closing date and time, the tender envelope containing the proposal will be opened by the appointed evaluation team at KDFN.
7. Proposals may be withdrawn prior to the proposal closing time by submitting a written withdrawal request, executed by the proponent, to the same address to which the proposal was submitted. The proposal will be returned to the proponent unopened. After the proposal closing date and time, proposals become the property of KDFN, and will not be returned.

8. If discrepancies or omissions are found in the scope of work or other parts of this document, or if any clarification is required, contact the Project Manager (identified in Part 2, Supplementary Instructions). The Project Manager will respond in writing or by issuing addenda to all proponents. If addenda are issued or if there are any changes to the work, reasonable efforts will be made to inform all proponents in writing prior to the proposal closing time. All addenda become part of the Contract Documents and receipt of addenda should be acknowledged by the proponent on the proposal submission form. Failure to provide such acknowledgement will, however, not alter that all addenda will be incorporated into the terms of the Contract. It is the sole responsibility of the proponent to ensure that all addenda issued during the proposal call period were received by the proponent.

KDFN is under no obligation to provide additional information. It is the responsibility of the proponent to seek clarification from the Project Manager on any matter it considers to be unclear. KDFN shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process. Any questions regarding this RFP should be communicated to the Project Manager no less than 72 hours prior to the proposal closing date and time, to allow the Project Manager sufficient time to reply. If an addendum is issued within 48 hours of the proposal closing date and time, KDFN may at its discretion extend the proposal closing date and time for a reasonable amount of time.

9. Proposals submitted by individuals shall be signed by those individuals. Proposals submitted by partnerships shall be signed by at least one partner. Proposals submitted by corporations shall be signed by properly authorized signing officers.

10. Erasures and/or corrections shall be initialled by persons authorized to sign the proposal.

11. No proposal faxed or e-mailed to the KDFN office will be considered, proposals must be submitted in sealed envelopes. However, where a formal proposal has been received before the specified date and time of proposal closing, amendments to the technical proposal by facsimile (867) 633-7848 are acceptable, provided that such amendments are received at the location specified in 1.1 prior to the specified proposal closing time.

In order to maintain the confidentiality of the PRICE PROPOSAL, an amendment to the PRICE PROPOSAL may only be submitted in a properly identified, sealed envelope, prior to the proposal closing date and time. An amendment increasing the total proposal price may require a corresponding increase in any required security.

12. KDFN need not accept the lowest priced, the highest ranked, or any proposal, and reserves the right to reject or accept any proposal without further explanation.

13. The proposal shall be unconditional, irrevocable and open to acceptance by KDFN at any time with *thirty (30)* days after the closing date, whether another proposal has been accepted or not. If, after 30 days from the proposal closing date, the proponent has not revoked its proposal in writing KDFN may accept the proposal.

14. This Request for Proposals does not commit KDFN to award a contract. KDFN reserves the right to cancel this Request for Proposals any time without contract award or compensation to proponents.

15. Failure to comply with any instruction contained in this Request for Proposals may be deemed sufficient cause for the rejection of all or part of any proposal. Any items omitted or any special conditions or qualifications added to the proposal, (for example, the proponent's standard terms of sale) may cause the proposal to be rejected, or affect the evaluation of the proposal. Any proposal submitted on forms other than those provided may be rejected. No escalation clauses will be accepted.
16. Submission of a proposal shall be deemed to be confirmation that the proponent acknowledges and agrees to the terms and conditions of the Canadian Standard Form of Contract for Architectural Services (RAIC Document 6).
17. Proponents are solely responsible for their own expenses of preparing, presenting, and delivering their proposals.
18. Proponents are reminded that most courier services to Whitehorse offer a minimum service time of two full business days or more. Delivery of proposals prior to the proposal closing time is the sole responsibility of the proponent.
19. If, in the opinion of KDFN, any proposal contains a minor defect, or fails in some way to comply with any requirement of this Request for Proposals that, in the opinion of KDFN can be remedied without providing an unfair advantage with respect to the other proponents, KDFN may, in its sole discretion, waive the minor defect, or any irregularity, and accept the proposal. KDFN may request clarification from the proponent, and KDFN, upon receipt of the appropriate clarification, may waive the minor defect or any irregularity, and accept the proposal. Any failure by the proponent to provide a written response that, in the opinion of KDFN, properly clarifies its proposal within the specified time of receiving a request for clarification from KDFN, may result in rejection of the proposal.
20. After final evaluation, the Owner may negotiate minor changes to the terms of the contract with the highest ranked proponent.
21. This procurement is subject to KDFN contracting and procurement policies and the Financial Administration Act.
22. Each proponent, by submitting a proposal, irrevocably waives any claim, action or proceeding against KDFN including without limitation any judicial review or injunction application or against any of KDFN's employees, advisors or representatives for damages, expenses or costs including costs of proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of KDFN at any stage of the Request for Proposal process; if KDFN does not award or execute a contract; or, if KDFN is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached the terms of this Instructions to Proponents.
23. By submitting a proposal, the proponent agrees that the proponent has investigated all conditions that will affect the work and assumes all risks regarding those conditions.

24. The name of the proponent, its proposal price(s) and proposal tender security (if applicable) may be disclosed to the public.

PART 2: SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS

1. Direct all questions in reference to the work on this contract to the project manager at:

Larry Turner
Director, Community Services
Kwanlin Dün First Nation
Whitehorse, Yukon
Phone: (867) 633-7800
E-mail: Larry.Turner@kdfn.net

Information obtained from any other source is not official and may be inaccurate.

Any questions regarding this RFP should be communicated to the project manager no less than 72 hours prior to the closing date and time, to allow the project manager sufficient time to reply. Questions submitted after this time might not be answered.

2. All price proposals must be submitted in Canadian currency, unless specified otherwise.
3. This will be a value-driven procurement. Proposals will be evaluated on the basis of evaluation criteria included in the Request for Proposals (See Part 4 – Evaluation Criteria).
4. Proposals must be submitted using the two-envelope procedure outlined below:
 - Proposal Form “A” shall be submitted as a cover page of the technical proposal. It must be completed in full and include the signature of a person authorized to bind the proponent(s) to the contents of the proposal and to the clauses included on Proposal Form “A”. Entire proposals should be enclosed in an envelope or packaged appropriately because of bulk, with the information requested in Part 1: Instructions to Proponents, paragraph 2.
 - Proposal Form “B” (price information) shall be submitted in a second envelope, separate from the rest of the Proposal. It also must be completed in full and include the signature of an authorized person. This second price envelope is then sealed and enclosed in the proposal package, or envelope.
 - Both envelopes should be clearly labelled, including the name of the proposal, proposal closing date and the proponent’s company name and address; the same name as is on Proposal Forms “A” and “B”.
 - Proposals shall contain no pricing information, other than in Proposal Form “B”.
 - After proposal closing time, the tender envelopes will be opened and separated with the technical proposal being forwarded to the Project Manager for the evaluation. The price envelopes will remain sealed until the technical evaluation is complete.

- When the non-price technical evaluation is complete, those proposals which meet or exceed the minimum acceptable score(s) identified, will have the price envelope opened. Price will then be scored according to the evaluation criteria.

* **NOTE: Proponents, please be sure ALL of your price information is in the separate, PRICE envelope.**

5. Provide one (1) hard bound copy of the technical proposal **and** a digital copy of the technical proposal for evaluation by the evaluation team. Provide one (1) price envelope in hard copy **only**. Proposal Form A and Proposal Form B in hard copy should be original signatures.
6. Where two or more proposals are ranked equally, the proposal with the highest technical score may be recommended for award of a contract.
7. The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.
 - a) Signed and completed Proposal form “A”
 - b) Title page identifying the RFP
 - c) Table of contents, including page numbers
 - d) A short (one or two page) summary of the key features of the proposal
 - e) The body of the proposal, i.e. The “Proponent Response”.
8. Proponents may provide additional information to that which is specifically requested or suggested in this RFP. Proponents should explain the relevancy of any additional information. Scoring will be based on the evaluation criteria.
9. Erasures and corrections to the proposal should be initialled by the person(s) authorized to sign the proposal on behalf of the consultant.
10. No changes or corrections to the proposal will be permitted after submittal of the proposal at closing time and date.

PART 3: CONTRACT SCOPE OF WORK

In this Request for Proposals (RFP) the successful proponent will be referred to as the Consultant. The term Consultant will refer to the prime consultant and all members of the consultant team.

1. Project Description:

1.1 Introduction

KDFN's Department of Education and Social Development is comprised of five main program and service areas:

- Dusk'a Head Start Family Learning Centre
- School-Age Education (Kindergarten to Grade 12)
- Adult Education and Employment
- Income Assistance and Pathways to Empowerment Program
- Language and Culture

Currently, the Department Education and Social Development operates programming out of two spaces: the Dusk'a Head Start Family Learning Centre (daycare) and Kenädän Kù – House of Learning. Program staffing is similarly distributed between the two facilities, but demand for programming greatly exceeds current capacity. Dusk'a, for example, has capacity for 21 children and a waiting list of more than 50 toddlers.

1.2 Programming:

With the construction of an education hub, KDFN seeks to bring all of its Education and Social Development learning programs and administration under one roof to meet the current demand for space, while having the option to expand and offer new education programs. The vision of the hub is rooted in the values of language, culture and lifelong learning. It will be home to an expanded early childhood education, language immersion, cultural programming and adult skill development programs and supports. A range of new educational programming and language classes for Citizens will also be offered here.

Based on an analysis of KDFN's current and future staffing, programmatic and space requirements, the new Education Hub would need to accommodate approximately 80+ staff and require a gross floor area of approximately 3,400 m².

The building will require specific programming and service requirements, as well as shared community, administration and programming spaces. Connection to the outdoors and spaces for on-the-land cultural and education programming, as well as play, is essential.

The new education hub will be the centrepiece of a vibrant KDFN community space. Situated close to the new Kwanlin Dün government Administration building, the proposed new KDFN Education building will be a central hub of activity for Kwanlin Dün citizens. It will be major piece of Kwanlin Dün government infrastructure and a significant presence in the McIntyre Subdivision and the City of Whitehorse.

1.3 Scope of Work:

Consulting Services Agreements

The Consultant is to provide basic services in full, as detailed in the attached Schedule A to Document Six, 2006 Edition, RAIC, along with additional and special services as outlined below. Proposals should include a preliminary copy of the Schedule A outlining the services specifically included and/or excluded.

There will be a two-contract approach to contracts for the execution of this project.

Contract #1 “*Schematic Design, Design Development, Construction/Tender Documents*”

Review and confirmation of the current Functional Program previously prepared and supplied by KDFN. Provide at least two schematic design options with cost estimates and energy modelling reports to a suitable level of accuracy for this phase of the work.

KDFN Administration, Chief and Council will review design options, cost estimates and energy modelling reports prior to Design Development. Design development continues through to the completion of the tender-ready documents and pre-tender cost estimate.

This complete package will be submitted to Chief and Council for review and approval prior to proceeding to the next phase.

Contract #2 “*Contract Administration phases*”

Following the approval to proceed with the tender stage, KDFN may award a contract (at owner's discretion) for the Contractor to perform Contract Administration. Contract Administration will continue through the Post-Construction phase of the project.

1.4 Project Planning

The Consultant will be required to participate in the development of a work plan to carry through from implementation to final project completion, including post construction services. This will include consultation with the Project Management Team as co-ordinated by the Project Manager. The work plan will be used as a base line for all subsequent phases of the project with respect to required tasks, resources, schedule and cost control.

Schematic Design Phase

During the Schematic Design phase, the Contractor (with principal sub-consultants as needed) will be required to participate in public meetings, meet with the Chief and Council, and work with the Project Manager (PM) and Project Team (PT) in Whitehorse to thoroughly review the project requirements and functional program and to reconcile them with the design options. This phase includes analysis and discussion of design alternatives, incorporation of major building systems and the preparation and presentation of the completed Schematic Design Report. This phase and the consultation process is particularly important to the owner, and the consultant's proposal should take that into consideration and define the process clearly.

The Schematic Design Report for the preferred option shall, at a minimum, consist of two sets of drawings A-1 size. The drawings shall show dimensions and the layout of the project and include conceptual reports on the structural, mechanical and electrical systems, their interrelationship and the

overall intended performance of the building for each option. The Report shall also include a schematic site plan, elevations and perspective sketches in sufficient detail to allow a lay person to understand and appreciate the project's general appearance and system functions. The Report must provide sufficient detail to show the scale and relationships of the various project components and to set the technical criteria for the building systems and site services. The Report is to include a preliminary evaluation of the project, the work plan, a cost estimate, preliminary energy modelling report and a schedule for the remainder of the project.

The Schematic Design report will be submitted to the Project Management Team for review and Owner approval prior to proceeding to the next phase.

Design Development / Tender Documents Phase

During the Design Development Phase, the Consultant will be required to meet at least three times with the PMT to fine-tune the design. The design at this stage will include architectural drawings, engineering line drawings and explanatory reports fixing the size and character of each element and system of the project.

There will be periodic reporting of project status to the PM, which may involve meetings. The PMT will "sign off" the project design at the end of this phase.

During the Tender Documents phase, review of the contract documents (A-1 Drawings and specifications) will take place at the 65% and 95% complete stages. The Consultant will be required to meet with project manager and/or PMT in person at each of these points.

The 95% drawings will include:

- A full code review.
- Site plan with topography, building location, dimensions to right of ways and lot boundaries, Main floor level, benchmark, site drainage, parking areas, entrances and exits, landscaping, walkways, exterior lighting, signage, utilities including underground water and sewer services, fire hydrants, telecommunications and power lines.
- Fully dimensioned drawing set with floor plans of all levels, elevations, cross sections, details including descriptions of wall, floor and roof types, legend of abbreviations and symbols.
- Full civil, mechanical, electrical and structural drawings.
- All drawings to be scaled identical to architectural.
- Specifications to follow "Construction Specification Institute Master Format" latest edition.

Owner approval must be obtained and Contract #2 must be signed before proceeding to Contract Administration phase.

Tender Period

The Project Management Team will be available to respond to questions from prospective bidders and assist in preparing addenda as required during the tender period. The tender process, including advertising, document reproduction and release to bidders, opening of tenders received and award of any contract will be carried out by KDFN.

Construction Administration and Post Construction Phase

During the construction phase, the Consultant will be responsible for administering the contract as described in RAIC Document Six, Construction Phase – Contract Administration, General Review / Field Review Services and shall include issuing revised and stamped Issued for Construction drawings.

At completion of construction, the Consultant will be responsible for preparing and delivering one full printed set of As-Built record drawings along with a complete, printable, electronic version. A copy of the contractor's Red Line mark-up drawings will also be provided.

The warranty period extends one year from the date of certification of Substantial Performance, or from certification of Total Performance if Substantial is not certified. A warranty inspection will be required one month prior to expiration of the warranty period to review items identified during the warranty period. Final warranty "sign-off" will be required upon completion of the one-year period. The Consultant fee includes services during the one-year warranty period. Any items not rectified will be subject to extension of warranty by the Consultant in accordance with the construction contract. The consulting fee will be subject to increase if services are required beyond the initial one-year period.

Past project experience indicates that the final stages of construction tend to be difficult with respect to obtaining completion of required project documentation. The Consultant will be required to ensure that all requirements of the contract documents are fulfilled. In particular, the provision of Operation and Maintenance manuals, as-built drawings and formal demonstration of the building systems for maintenance personnel.

1.5 COST CONTROL

Throughout the Schematic Design, Design Development and Tender Documents phases, the Consultant will be responsible for conducting cost estimates as required to ensure that the project cost remains within the constraints set out herein. The Consultant may be requested to provide information as to the project budget from time to time throughout the course of the design.

Cost estimates are to be provided for review and approval of the Project Management Team during the Schematic Phase (Class 3) and at the 65%, and 95% Construction Documents stages. The estimates will be more detailed as the stages of the project progress and shall conform to ASTM standard E2516-11 with the final estimate of class 1 at 95 % document/tender period.

The budget and cost of the project are of critical importance to KDFN. Consultants should note that it is expected that if the project is put out to tender and bids are more than 10% over the last approved cost estimate, the consultants would be required to modify the design to bring the construction contract price down to an acceptable level, without adding to the consultant contract price. Proposals should clearly address the issue of how costs will be controlled throughout the design process.

1.6 KDFN Guiding Principles:

The following principles have been developed by the KDFN project management team to guide the planning, design, management and construction of a new Education Hub for Kwanlin Dün First Nation. These principles have been developed to ensure a consistency of approach throughout all phases of the project. The Consultants will be responsible for ensuring that these principles are held to throughout the duration of this project.

1. *21st Century learning* – The building design should consider the 21st century model of space planning that promote natural curiosity and aids self-directed learning. Connection to nature, gathering of community and support of families and life-long learning will be central to the design vision. In addition to the building itself, outdoor spaces for play, skills training and cultural programming will be included.
2. *Energy efficiency & alternative energy* – The building must be energy efficient and incorporate, where possible, alternative energy technologies to reduce the building's reliance on conventional energy sources. It is KDFN's intention to build net-zero carbon ready.
3. *Cultural representation* – The Education Hub is a centre for language and culture, and the building must reflect the Kwanlin Dün culture and community. Within the design and programming of the building there must be opportunities for the presentation of Kwanlin Dün language and culture.
4. *Green building technology* – As much as possible the building should incorporate green building technologies and adhere to the latest healthy building practices. The finished building must have excellent indoor environmental quality.
5. *Community & staff friendly* – The building must be designed and programmed in a way to be accessible to all members of the community. As part of the Functional Program, provisions for life-long learning, and integrations with on-the-land-programming should be incorporated. The building should also provide opportunities that facilitate a healthy staff environment (i.e.: showers, sacred space, etc.). The design must reflect the principles of public safety and crime prevention through environmental design to ensure the building and surrounding spaces are safe and secure.
6. *Appropriate technology* – The building should incorporate technology that is both innovative and appropriate for the building users. Technologies that are highly expensive and difficult to maintain should be avoided in place of technologies that are lower cost, reliable and easy to maintain.
7. *Flexible design* – The building must be planned and designed to allow for the future expansion of the building. As well, where possible, the internal space of the building should

be designed to be flexible and allow for changes in the use of space.

8. *Low operating & maintenance costs* – The building must be designed and constructed to have a low cost of operation and maintenance. The planning and design of all building components must be based upon an assessment of those components having a low long-term operating and maintenance cost. Final design must include a life cycle cost analysis along with a value engineering commentary and assessment.
9. *Integrated design* – Kwanlin Dün’s project management team will closely collaborate with the project architect to ensure that the building is designed to meet the education, language and cultural goals of Kwanlin Dün. The design team must incorporate a “whole building design” approach to ensure that all components of the building work together to meet the overall goals for the building, even while individual programs will be functionally, and physically, separate.
10. *Responsible financial management* – All aspects of the project must be characterized by responsible financial management to ensure the building is completed on budget and on time. Kwanlin Dün’s project management team, the architect and all contractors must work collaboratively to avoid any unforeseen changes to the project which may cause cost overruns and schedule delays.

1.7 Relevant Dates

Proponents are to review the proposed schedule and make comments in the proposal as to the practicality and likelihood of meeting the milestone dates.

Milestone:

1. Issue of RFP
2. RFP closing
3. Evaluation of proposals
4. Contract award
5. Building ready for use

Completion Date:

- | |
|-------------------------|
| Week of July 13, 2021 |
| August 13, 2021 |
| Week of August 16, 2021 |
| September 10, 2021 |
| Fall 2023 |

1.8 Travel and Disbursements

All travel and disbursement costs are the responsibility of the Consultant and are included in the contract price.

1.9 Project Budget

The conceptual construction budget for this project is approximately \$18 million CAD. Design fees are not included in the construction budget and have been allowed for in the overall project budget.

1.10 Owners Responsibilities:

- Owner has a Functional Program and a site sketch that can be shared with interested proponents.
- Owner is responsible to provide Project Management for the duration of the project.
- Owner will be responsible to schedule and organize drawing reviews.
- Owner will cover the cost of all printing of drawings and specifications.
- Owner will complete a geo-technical report and a topographical survey that will be made available to the selected proponent.
- Owner will be responsible to engage and pay for third party testing required during construction.
- Owner will be responsible for all legal surveys of the lot and site.
- Owner will carry all costs for tender advertising.

1.11 COVID-19

All costs related to COVID-19 and its variants, including but not limited to Personal Protective Equipment (PPE), testing, sudden illness, medical treatment, and additional travel-related expenses such as mandatory self-isolation, are the responsibility of the Consultant and are included in the contract price.

7. Contract Agreement

The contract for this project will be RAIC Document 6, (see Part 5)

PART 4: PROPOSAL EVALUATION PROCESS

1. Method of Evaluation

All proposals received will be evaluated as noted below.

Proposals can only be evaluated on the basis of criteria listed in the Request for Proposal documents and only on information contained in the proposals submitted prior to proposal closing. Kwanlin Dün First Nation (hereafter KDFN) may request clarification from a proponent with respect to the contents of its proposal. Such clarification may not result in a material or substantive change to the proposal.

- The evaluation team will be made of representatives from KDFN. The proposals will be evaluated on the evaluation criteria using the point system described in this section.
- Criteria will be evaluated and awarded a percentage of the maximum points according to the scale noted below in 3. *Criteria Weighting*

2. Evaluation Criteria

Proposals will be evaluated based on the criteria listed below. Proponents must ensure that the information they provide includes sufficient material to assess the proponent's capabilities in the areas indicated. Proposals will be graded to reflect the quality of the response.

KDFN may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

3. Criteria Weighting

Criteria are awarded a percentage of the maximum possible score in each area according to the following scale:

%	Summary	Description
85-100	Excellent	superlative response that surpasses (KDFN) requirements
75-85	Good	sound response that fully meets (KDFN) requirements
50-75	Acceptable	acceptable response that meets basic requirements with acceptable risk
25-50	Weak	unacceptable response that falls short of meeting basic requirements
0-25	Seriously Deficient	response deficient in many areas; poses serious problems
0	Unacceptable	response completely unacceptable or missing

Criteria Weighting

	TECHNICAL EVALUATION	Total Points
1)	Qualifications & Experience: Provide an indication of experience of the project team in carrying out similar contracts. You may include the following information: .1 The Prime Consultant must be a registered Architect within one of the provinces or territories in Canada. The Professional	400

	<p>Engineers named and involved in this project must be registered in the Yukon Territory or be capable of being registered in the Yukon Territory. Provide evidence that these requirements will be met. (50 points)</p> <p>.2 Consultant Team</p> <ul style="list-style-type: none"> • Provide a list of the team members and their expected role in the project. • Identify key personnel for mechanical, electrical, structural, civil and other disciplines. • Provide resumes for all team members showing education, certifications and their past experience designing buildings of similar size and scope. <p>(100 points)</p> <p>.3 Provide a description of two recent relevant projects of similar budget and scope that key personnel from each discipline has completed within the last five (5) years. Provide details on team members role in the successful completion of the projects. Provide client reference for each project. (References may or may not be contacted for verification) (150 points)</p> <p>.4 The proponent should provide information related to the following:</p> <ul style="list-style-type: none"> • Experience working in first Nation and northern communities or sites similar to the work or service areas included in this RFP. Provide information regarding specific similarities and differences and how team members were part of the experience • Demonstrated knowledge and experience using appropriate technologies for the northern environment. (100) 	
2)	<p><i>Methodology</i></p> <p>Describe the methods proposed to carry out the contract. Please address all components.</p> <p>.1 Describe in detail the process that will be used to ensure that the various stakeholder groups (citizens at large, advisory groups, project team, Chief and Council) will be consulted and their input incorporated into the design as it is developed. (100 points)</p> <p>.2 List and briefly describe the steps you would take to complete the contract to meet the requirements identified. Describe the processes the Consultant team will undertake from initial meetings to clarify programming requirements and to occupancy. (75 points)</p> <p>.3 Describe how the Consultant team will deal with any challenges and opportunities that this project might present. (75 points)</p>	250
3)	<i>Scheduling/Work plan</i>	200

	<p>Provide a time-table of how and when specific tasks will be undertaken and completed.</p> <ul style="list-style-type: none"> .1 Show how the contract can be completed by the identified completion date. Include a detailed graphic chart (Gant) with tasks aligning with or modifying the milestone dates in <u>Part 3 Scope of Work, 1.7. Relevant Dates (Milestones)</u> (50 points) .2 Describe the tasks to be completed, with each task's start and end dates, deliverables associated with each task and the team members who are going to carry out the task. (50 points) .3 Describe mitigation procedures how the Consultant team will deal with unanticipated schedule slippage. Describe how the Consultant will keep to the proposed schedule and provide methods on how the team will get back on schedule if delayed. (100 points) 	
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	TOTAL TECHNICAL AND ORGANIZATIONAL COMPETENCE:	850
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Proposals scoring less than **500** points on the above items will be considered technically unacceptable and the price envelope will be returned to the proponent unopened.

	YUKON FIRST NATION PARTICIPATION:	Total points
4)	Training/Capacity Development Plan Demonstrate methods that will be used to provide opportunities and benefits to KDFN citizens and Yukon First Nations people. The Consultant should provide a strategy that identifies and describes how they will work to provide opportunities for KDFN citizens and Yukon First Nations people.	50

	Price:	Total points
5)	Price Lowest price proponent = 300 points $\frac{\text{Lowest Proposal Price}}{\text{Evaluated Proposal Price}} = \text{Proposal \%}$ Proposal \% x 300 points = # of points awarded to evaluated proposal	300

	TOTAL POINTS (TECHINICAL + FIRST NATIONS PARTICIPATION + PRICE):	1200
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Total the points from sections 1-5. The proposal with the greatest number of points is the highest ranked proposal.

4. Copies

KDFN reserves the right to make additional copies of all or part of the proponent's proposal for internal use, or for any other purpose required by law.

5. Consent to Investigation

In order to assist KDFN in determining the proponent's ability to carry out the contract, KDFN reserves the right, to make any investigations of a proponent's business experience, financial capability and business practices as deemed necessary. The proponent agrees to permit and cooperate with such investigations.

6. Conflict of Interest

Submissions will not be evaluated if the proponent's current or past corporate or other interests may, in KDFN 's opinion give rise to a conflict of interest in connection with this project.

PART 5: PROPOSAL FORMS

DO NOT DOUBLE SIDE THESE FORMS!

PROPOSAL SUBMISSION FORMS

PROPOSAL FORM "A"

Design and Engineering Services for a New Education Hub

This document must be submitted as a cover page of the Proponent's technical proposal submission, in the proposal package.

- 1) I/We hereby submit a Proposal for the ***Design and Engineering Services for a New Education Hub for the Kwanlin Dün First Nation*** in accordance with these documents.
- 2) I/We have carefully examined the scope of work together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in the scope of work.
- 3) In the event of our proposal being accepted, I/we agree to enter into a contract with the Owner on the RAIC contract form (Document 6), which will form part of this contract. In the event of conflict between terms and conditions of this Request for Proposals document and the RAIC standard form, the terms and conditions of this Request for Proposals document shall prevail.
- 4) I/We acknowledge receipt of the following addenda issued during this Request for Proposals:
_____ # _____ # _____ # _____ # _____ # _____
- 5) In consideration of being permitted to tender, I/we agree that this proposal is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after Proposal closing, whether any other proposal has been accepted or not.
- 6) I/we represent and warrant that the proponent has full power and authority to enter into, perform and execute the Contract, and each person signing this Proposal Form on behalf of a proponent is properly authorised to do so. I/we agree to be bound by statements and representations made in this response.
- 7) I/we have read these documents, understand them and intend to be bound by them.

PROPONENT'S FULL LEGAL

NAME _____

DOING BUSINESS AS (if different from
above): _____

FULL BUSINESS ADDRESS:

BUSINESS LICENSE #: _____ TELEPHONE NUMBER: _____
FAX: _____

EMAIL _____

Sign this form as follows:

Sole Proprietorship: Sole Proprietor to sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership: Partner(s) to sign where indicated. Insert the word "Partner" against each signature under Title(s).

Corporation: This Form must be signed on behalf of the corporation by a person, or persons, authorized to do so in accordance with the corporation's own procedures. Signatories must state their position with the corporation. By signing this Form, you are representing and warranting to Kwanlin Dün First Nation that:

- You are authorized to sign this Form on behalf of the corporation; and
- That the corporation is bound by your signature on this Form.

Executed by or on behalf of the Proponent this _____ day of _____, 20 _____.

SIGNATURE(S): _____ TITLE(S): _____

PRINTED NAME(S): _____

PROPOSAL FORM "B"

Request for Proposals for Design and Engineering Services for a New Education Hub for the Kwanlin Dün First Nation

This document must be submitted in a properly identified separate, sealed envelope, or the enclosed, white, Price Envelope.

I/We have carefully examined the scope of work, together with all other factors affecting the work, and hereby propose to furnish the services in the manner called for in the scope of work for:

Schematic Design, Design Development, Tender and Construction Documents Services

-Hourly rate fee structure for extra work attached as a separate sheet.

GRAND TOTAL IN FIGURES (Canadian currency) \$_____

PROPONENT'S FULL LEGAL NAME: _____

DOING BUSINESS AS (if different from above): _____

FULL BUSINESS ADDRESS: _____

Sign this form in the space(s) below as follows:

Sole Proprietorship:

Sole Proprietor to sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership:

Partner(s) to sign where indicated. Insert the word "Partner" against each signature under Title(s).

Corporation:

This Form must be signed by one (or more if required by the corporation's own procedures) duly authorized officer of the company, and the officer's position in the corporation indicated beside the signature. The Corporate seal of the company, if any, should also be affixed to this Form by a person authorized to do so.

Executed by or on behalf of the proponent this _____ day of _____, 2021 _____.

SIGNATURE(S): _____ TITLE(S): _____

PRINTED NAME(S): _____