
REQUEST FOR QUOTES



**For the Creation of a Language Revitalization Plan
Using the First People's Cultural Council - Language
Revitalization Toolkit**

**On Behalf of the
Chippewas of Nawash Unceded First Nation**

FIRST NATION:	Chippewas of Nawash Unceded First Nation
DATE:	November 20, 2024

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DEFINITIONS

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

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

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

“Indigenous and Northern Affairs Canada (INAC)”, “Aboriginal Affairs and Northern Development Canada (AANDC)”, and “Indigenous Services Canada (ISC)” shall be considered interchangeable.

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

“Owner” and/or “Chippewas of Nawash Unceded First Nation” and/or “First Nation” refers to Chippewas of Nawash Unceded First Nation and is the entity acquiring the goods and services outlined in the Contract.

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

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

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

“Proposal” refers to documents Service Providers submit in response to this RFQ.

“RFQ” or “Request for Quotes” means the process and RFQ documents described in Section 1.1.

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

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

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

PART A – GENERAL CONDITIONS OF REQUEST FOR QUOTES

Section 1: GENERAL INFORMATION AND INSTRUCTIONS**1.1 Purpose**

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

The RFQ Documents include:

- Part A – General Conditions for Request for Quotes
- Part B – Terms of Reference
- Appendices

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

1.2 Changes to the RFQ

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

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

1.3 Dates

Issue date: November 20, 2024

Last date for questions: December 4, 2024/ 3 pm EST

Closing date for electronic submission: December 6, 2024 at 2 pm CST / 3 pm EST

Questions are to be issued to sao@nawash.ca. Proposals are to be issued per Section 6.2.

1.4 Conflicts or Inconsistencies

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

Section 2: TERMS AND CONDITIONS**2.1 Service Providers' Terms and Conditions****2.1.1 Service Providers' Responsibility**

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

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

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

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

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

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

2.1.2 Non-Collusion

Service Providers shall not discuss or communicate with any other Service Providers about the preparation of their Proposals. Each Service Provider shall participate in the RFQ process fairly and without collusion or fraud.

2.1.3 No Liability for Expenses

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

2.1.4 Irrevocable Offer

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

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

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

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

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

2.1.5 Clarification of Proposals/Verification of Information

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

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

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

2.1.6 Proposal Submission and Right to Negotiate

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

The Owner reserves the right, at its sole discretion, to negotiate with any Service Provider as it sees fit, or with another Service Provider or Service Providers concurrently. In no event will the Owner be required to offer any modified terms to any other Service Provider. The Owner shall incur no liability to any other Service Provider as a result of such negotiations or modifications.

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

2.1.7 Execution of Agreement

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

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

2.1.8 Failure to Execute Agreement

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

2.1.9 Limitation of Liability

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

Each Service Provider, by submitting a Proposal, agrees that:

- 1) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or

cancelled for any reason, neither the Owner or its members, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and

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

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

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

2.1.10 Non-Compliance

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

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

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

2.2 Service Provider's Terms and Conditions

2.2.1 General Conditions

The Owner will provide as much information as possible; however, they cannot verify its accuracy or completeness. Information may include data and relevant reports.

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

2.2.2 Contract Responsibilities

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

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

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

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

2.2.3 Privileged Information

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

2.2.4 Property of Documents and Copyright

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

2.2.5 Terms and Schedule of Payments

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

Payment by the Owner shall be based on the Service Provider's submission for fees and expenses, supported by time sheets and invoices for actual expenses incurred. A format for invoicing will be agreed by the Owner's Project Team, based on past practices.

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

2.2.6 Contract Cancellation

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

In addition the Owner may:

- 1) If the Service Provider; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Service Provider makes a general assignment for the benefit of its creditors; then, in any such case, the Owner may, without notice; terminate the contract.
- 2) If the Service Provider; fails to comply with any request, instruction or order of the Owner; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Owner's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Owner may, upon expiration of ten (10) days from the date of written notice to the Service Provider, terminate the contract.
- 3) Any termination of the contract by the Owner, as aforesaid, shall be without prejudice to any other rights or remedies the Owner may have.
- 4) If the Owner terminates the contract, it is entitled to:
 - a) Take possession of all of the work in progress and finish the work by whatever means the Owner may deem appropriate under the circumstances;
 - b) Withhold any further payments to the Service Provider until its liability to the Owner is ascertained;
 - c) Recover from the Service Provider loss, damage and expense incurred by the Owner by reason of the Service Provider's default (which may be deducted from any monies due or becoming due to the Service Provider, any balance to be paid by the Service Provider to the Owner).

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

2.2.7 Subcontracting Services by the Service Provider

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

2.2.8 Successors and Assigns

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

2.2.9 Indemnification

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

- 1) any breach, violation or non-performance by or on behalf of the Service Provider of any covenant, obligation or agreement of the Service Provider contained in this Agreement, including any warranty (express or implied);

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

2.2.10 Replacement of Specific Individuals

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

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

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

2.2.11 Insurance

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

- 1) Professional Liability Insurance (Errors and Omissions)
 - a) The policy shall be in an amount not less than five hundred thousand dollars per claim and in the aggregate insuring the Service Provider. The coverage under the policy shall be maintained continuously during the Term and for two years after the

termination or expiration of this Agreement and shall cover insurable losses arising out of an error or omission in the rendering of or failure to render the Services.

2) Change in Insurance Coverage

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

2.2.12 Assignment

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

2.2.13 Changes to the Contract

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

2.2.14 Change Orders

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

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

2.2.15 Reserve Access

The Service Provider shall notify, and obtain permission from the Owner's Project Coordinator and/or Chief and Council with respect to Reserve access for activities relating to this project.

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

2.2.16 Retention of Records

The Service Provider shall retain all records pertinent to expenditures incurred under the Contract in a legible form for a period of five (5) years.

2.2.17 Inspection of Records

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

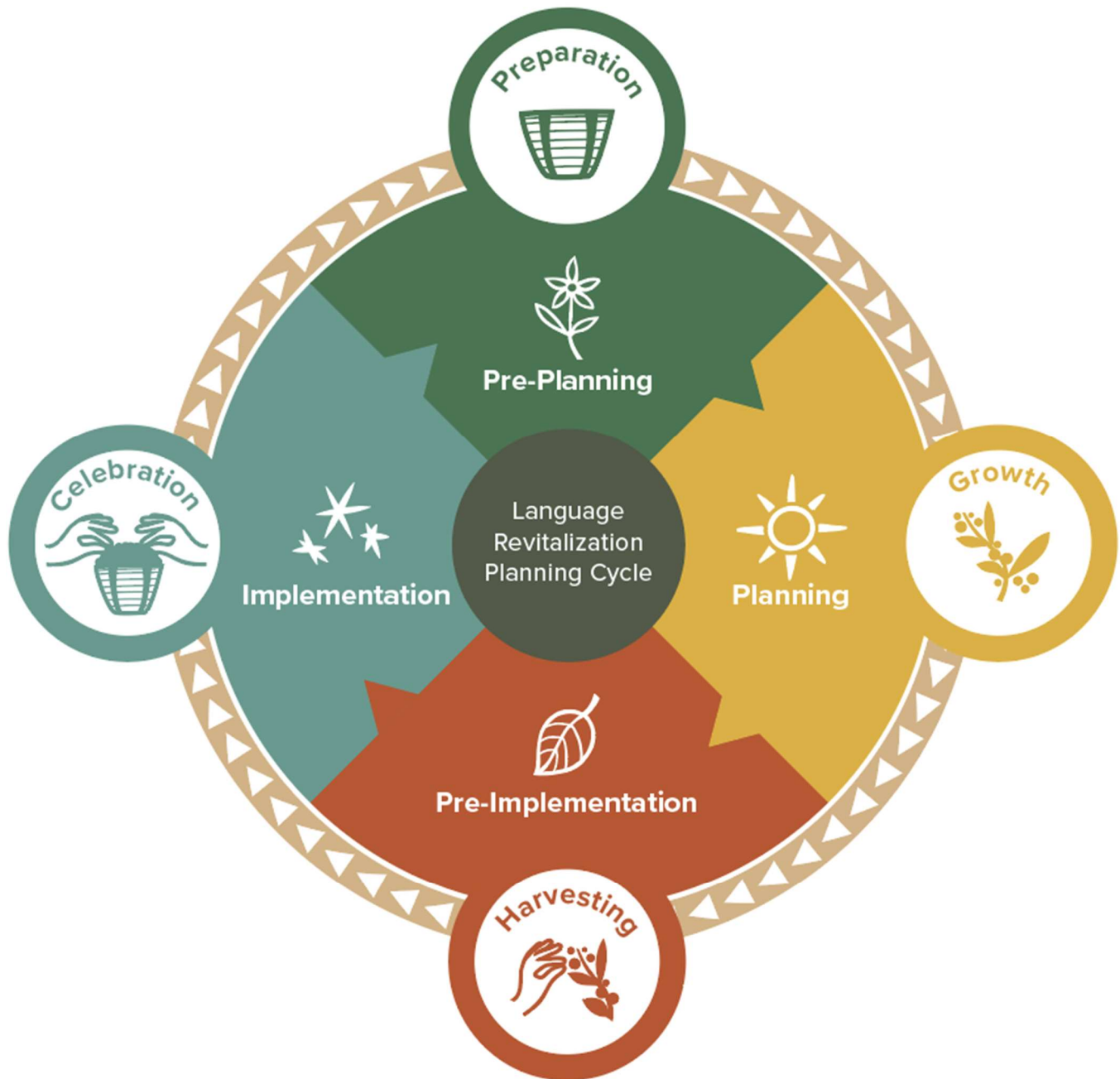
**PART B – TERMS OF REFERENCE: LANGUAGE REVITALIZATION
PLAN**

Section 3: INTRODUCTION

3.1 General

The Chippewas of Nawash are seeking Quotes from interested contractors to complete the attached Scope of Work for the preparation of a Language Revitalization Plan as described in the First Peoples Cultural Council - First Peoples Language Revitalization Toolkit

[Home - Language Revitalization Planning Toolkit \(fpsc.ca\)](https://www.fpsc.ca)



The successful firm undertake the creation of a Language Revitalization Plan for the Chippewas of Nawash community.

The firm, contracted by the First Nation will create a Language Revitalization Plan by following the methodology established in First People Cultural Council – Language Revitalization Planning Toolkit.

Service Providers must maintain professional liability insurance. It is understood that the Service Provider will act in the capacity of independent Project Manager for the duration of the project. The Service Provider should have a successful record of providing Project Management services to similar projects. Project Management accreditation is an asset.

The Successful Respondent must:

- Advocate for the First Nation’s interest and work to ensure positive project outcomes for the First Nation;
- Define and confirm criteria in the areas of cost control, budgeting, scheduling, change order and quality control;
- Keep the Project Team (and others, as appropriate) informed of the project status through monthly physical/financial reporting;
- Oversee community consultation for the project;
- Oversee all phases and aspects of the project and ensure strict conformity to the objectives of the project to meet the objectives of the Chippewas of Nawash Unceded First Nation; and
- Prepare any and all project documentation required to prepare a Language Revitalization Plan and any associated administrative requirements

This TOR defines the scope of the Request for Quotes that the Service Provider shall perform for Chippewas of Nawash Unceded First Nation in creating a **Language Revitalization Plan**. This Terms of Reference also defines the conditions of the engagement.

The Contract will be between the Service Provider and Chippewas of Nawash Unceded First Nation.

3.2 Basic Community Profile

The Chippewas of Nawash Unceded First Nation is located on the eastern shore of the Bruce Peninsula and are on the southwest coast of Georgian Bay, approximately 50 kilometers north of Owen Sound and 180 kilometers northwest of Toronto.

Chippewas of Nawash Unceded First Nation is classified as Zone 2 based on Toronto as the City Centre and is accessible year-round via Ontario Highway 6.

The 2018 on-reserve population is 830.

3.3 Project Team

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

PROJECT TEAM	
PROJECT TEAM MEMBER	RESPONSIBILITIES

Chippewas of Nawash Unceded First Nation Chief and Council	Project concurrence with First Nation requirements.
Successful Service Provider	Project responsibility to ensure project completed
First Nation Project Coordinator	Liaise with Contractor, Chief and Council and Band Programs
Other Members – As Required	Contribute to the project in applicable ways. Eg. Subject Matter Experts (local Ojibway speakers)

The primary overall responsibilities of the Project Team are:

- To keep the Chief and Council fully aware of the status and progress of the project.
- To define, confirm, review, and recommend the scope of work to be performed by all parties.
- To implement the project in accordance with Language Revitalization Toolkit and proposed schedule.
- To fully implement the project in accordance with project objectives.
- To monitor compliance with approved budgets and to take whatever measures are deemed necessary to accomplish the project objectives within approved budgets and schedule.
- To monitor that qualified resources are utilized throughout the project, including local resources, so that local capacity is nurtured and the Language Revitalization Plan can be successfully maintained.
- To ensure the best interests of the First Nation are paramount in this project.
- To ensure there is a quantifiable transfer of knowledge to the First Nation.
- To ensure the community becomes familiar with the project and that they are encouraged to have direct involvement in the project.
- To ensure that the Chippewas of Nawash Finance Policy and procedures are followed.
- To closely monitor the physical and financial progress and recommend corrective or remedial action if required.
- To review the monthly project status.

Section 4: OBJECTIVES

The main objective of this project is to create a Language Revitalization Plan, which will be used to reinvigorate the Ojibway Language among the Chippewas of Nawash membership.

The Project will heavily involve community engagement and consultation within the community. The programs which consultation will be needed in the conceptual design stage include (but are not limited to):

- Chief and Council
- Social Services
- Family Well-Being
- Maadookii Seniors Centre
- Administration

The project will involve community consultation and the formation of a community working group of knowledge keepers. A minimum of two community open events are required to present project objectives, timelines and to solicit community feedback. The Community Consultations will occur at various times to ensure the broadest participation.

Section 5: SCOPE OF WORK

5.1 General

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

The Service Provider main roles and responsibilities are to:

- Become completely familiar with the requirements and objectives of the First Nation.
- Become completely familiar with the First Peoples Cultural Council – Language Revitalization toolkit planning process
- Define and confirm criteria in the areas of cost control, budgeting, scheduling, and quality control. Implement appropriate systems in these areas. This includes providing monthly financial reports to the project team, monitoring all costs, etc. If additional funders are secured the project budget must be tracked to those eligible costs (example: if funding is secured for the training centre, then those costs must be tracked separate to those allocated to the Food Bank).
- Keep the Project Team and others informed of the project status through the implementation of a program of regular monthly physical/financial reporting as well as the coordination of regular monthly meetings in a format acceptable to the project team.
- Oversee all phases and aspects of the project and ensure strict conformity to the objectives of the project to meet the client's requirements.
- Overall coordination and management of the project to target completion within the approved budget and schedule.
- Verify that the work is delivered as per the contractual terms and condition.
- Become familiar with the scope of work for all components.
- Ensure all issues and concerns of the First Nation are addressed.
- Provide required documentation to the Project Team.
- Compile and submit all project progress and completion reporting to the First Nation.
- Chair Project meetings and issue meeting minutes

5.2 Project Considerations

5.2.1 Review of All Related Existing Information

The Service Provider shall obtain and review any available background information from the appropriate resources that are relevant to this project including all pertinent studies, prior projects best practices, etc.

It is the responsibility of the Service Provider to become familiar with the documentation.

5.2.2 Policies and Procedures

The Service Provider shall establish/confirm clearly defined and properly documented policies and procedures. This shall include, but is not limited to the following:

1. Administration and control procedures, including communications, meetings, interfacing with other organization (government and private sector), cost control, accounting,

reporting, quality control and assurance, and the schedule requirements of such administrative procedures;

2. Documentation standards and record keeping;
3. Ensure professional liability insurance is maintained where required
4. Review, verify and recommend for approval any changes to project scope. The Respondent must obtain approval for each change to the project scope from the First Nation Project Coordinator.

5.2.2.1 Scheduling

The Service Provider shall:

- 1) **Plan:** Establish/confirm the logical sequence of activities.
- 2) **Schedule:** Add resources and durations (if appropriate) to activities and adjust the timing for optimum results.
- 3) **Monitor:** regularly evaluate progress against the approved schedule.
- 4) **Control:** Take positive action to correct schedule variance in order to achieve schedule objective).

5.2.2.2 Cost Control

Funding limits for the project costs will be established by the respondent through the acceptance of their response to the Request for Quotes.

Funding amounts cannot be exceeded without the expressed written authorization of the First Nation, based upon a detailed and clear rationale provided to the First Nation, prior to proceeding.

The Service Provider has the primary responsibility for cost monitoring and control including the following specific tasks:

- 1) Analysis of invoiced amounts & identifying variances with approved amounts, including budget and cash flow limitations;
- 2) Initiation of the action necessary to determine whether future costs will be kept within existing budget allocations;
- 3) Progressive monitoring of changes in scope, cost and schedule and the timely processing of any project expenses
- 4) Monthly updating of cash-flow forecasts;
- 5) Variations/extras to the project must be reviewed and supported by the Project Team, prior to seeking approval from Chief and Council.

The Respondent shall establish and implement an appropriate cost reporting system to provide Chippewas of Nawash Unceded First Nation with timely information on the cost status of the project including variations against the approved budget.

The Respondent shall ensure that expenditures and commitments for recommended payments are within the approved budget amounts and do not exceed each line item in the approved funding submission for each fiscal year.

The Respondent will review and provide a copy of the project monthly financial statements to the First Nation Project Coordinator.

5.2.2.3 Payment Certification

The Respondent has the responsibility to certify any payments to committee members, participants and/or vendors. The Service Provider will assemble all the necessary documentation that supports a payment recommendation in accordance with the Chippewas of Nawash Policies.

5.2.2.4 Project Accounting

The Service Provider is responsible for project accounting with specific duties as follows:

- 1) Identifying, recording and controlling actual payments of contractors , committee members and/vendors for services provided to the project;
- 2) Monitoring cash flow requirements, both short and long term, so that the client can plan more accurately the financial aspects of the project.

Meetings

The Service Provider shall:

- 1) Coordinate, attend, and chair Project Team meetings.
- 2) Prepare and submit a meeting agenda to the Project Team members one week prior to all meetings.
- 3) Distribute meeting minutes to all Project Team members within five (5) working days of each meeting.
- 4) Call Project Team meetings after milestones have been completed, for example, field work completion and report completion.

Schedule

The Service Provider shall be responsible for monitoring the approved project schedule and monthly schedule updates.

If project is behind planned schedule, provide information to the Project Team on reason(s) for it and advise course of action the Consultant will take to recover and maintain original schedule. Where the Consultant is unable to recover original schedule, Consultant shall revise schedule only on approval of the Project Team.

Where the First Nation is unable to approve the Service Provider's request for the revision to the project schedule, the Service Provider shall coordinate a meeting with the Project Team to provide reasons for the inability to recover the slippage in the project schedule and what actions have been taken and demonstrate how the firm will prevent a similar situation from occurring again in the future.

Financial Report

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

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

Budget

Billings

Fees	Previous Billings
Expenses	Billings This Period
Total Contract	Billings To Date

The Service Provider shall also provide a monthly cost control report showing original budget breakdown, current costs, committed costs and projected costs. The report should include the following:

- 1) Comparison of costs and commitments with the approved budget including estimated cost at completion, variances, explanations and possible corrective action where required.
- 2) Expenditures to-date.
- 3) Balance of Fees.
- 4) Consultant's recommended course of action to mitigate any cost overrun in the event that the approved engineering fees will not be able to sustain the project to the Substantial Completion stage.
- 5) Copies of invoices, financial signoff and proof of payment.
- 6) Include or identify any potential additional costs for work that is outside the contract, which may be required to complete the project.
- 7) Description of work performed to-date and advise on progress to-date
- 8) Recommend any action to be taken by the First Nation to mitigate cost overruns for the project as a whole.

PART C – QUOTE INSTRUCTIONS

Section 6: QUOTE REQUIREMENTS**6.1 General**

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

The quote for the project submitted in the Service Provider proposal shall include all necessary expenditures to undertake all the required work outlined in these Terms of Reference and in the Service Provider's proposal.

6.2 Submission Requirements

This proposal will comprise a Proposal on the Service Provider qualifications and past experience undertaking similar projects and a detailed quote of cost required to complete a Language Revitalization Plan utilizing the First Peoples Cultural Council - Language Revitalization Toolkit

Service Provider to submit the proposal electronically to the following email address: sao@nawash.ca with the subject – CNUFN Language Revitalization Plan RFQ. Submissions must be received by **DATE**:

6.2.1 Section 1 – Service Provider/Firm

This section should give a brief description of the Service Provider's firm, qualifications, and expertise. The Service Provider shall include in the proposal their qualifications to undertake the project including a list of similar work undertaken in First Nations, as well as corresponding references (minimum of three (3) projects in the past ten (10) years). Key proposed project team members should have participated on the referenced projects. The information must include a contact name, their current telephone number and email, and a short description of the project team proposed members' role in the project. Methods for controlling schedule and budget should be provided including examples and stating whether or not the completed projects were on schedule and on budget.

6.2.2 Section 2 – Project Team

This section will identify assigned staff and any Sub-Consultants along with their qualifications, registration, and the value they add to the project. All requirements for the Consultant shall also apply to the Sub-Consultants.

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

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

The Consultant shall provide an Appendix showing the Curricula Vitae of the proposed Project Team staff and any Sub-Consultants. A time task matrix showing the proposed number of hours per person will be included in the technical section of the proposal.

6.2.3 Section 3 – Project Understanding

This section should give a brief description on the proposed scope of work and an overall approach to the work. This will include the description of the specific project goals and requirements, which highlight those of particular significance to the project and the delivery of services.

6.2.4 Section 4 – Methodology

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

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

The Service Provider's proposal will indicate the number of weeks required to complete the project and include the proposed schedule. The Service Provider shall provide a schedule of suggested milestones, key stages, work durations, and dates for the implementation of the project. The schedule shall include the project start and end dates.

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

6.2.5 Section 5 – First Nation Participation

The Service Provider shall outline any opportunities for First Nation members to become involved in the project during the design phase. This will be treated separately from the opportunities that may arise from the Contractor during construction. The Service Provider shall discuss their approach to First Nation consultation for the proposed layout of the building.

Section 7: EVALUATION

7.1 Evaluation Process

- 1) Each proposal will first be evaluated separately by a minimum of three (3) representatives from the evaluation team using the point system and all criteria, except costs, as indicated on the attached "Evaluation Criteria Table".
- 2) The evaluation procedure using all criteria is to assign a score to each proposal for all criteria;
- 3) The evaluation team shall review averages and achieve consensus on proposal scoring.
- 4) If desired by the Evaluation Team, the Evaluation Team may request some or all of the Service Providers participate in an interview process. Where an Interview Process is decided the interview portion will be out of 1.0. During an Interview process, the Service Providers will have a maximum of 20 minutes presentation, prior to the Question period. This interview may be by Zoom or in person.
- 5) Quotes that are either 60% higher or 60% lower than the average proposal price may be disqualified.

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

7.2 Evaluation Team

There will be a minimum of three (3) evaluators. They may include the following participants:

- Chief and/or Councillors, SAO, Operations Manager, Social Services Manager

7.3 Mandatory Requirements

The following are mandatory requirements that the Service Provider must provide in their Quotes. Failure to provide any of these mandatory requirements may result in disqualification of the Consultant's submission.

- 1) Time task matrix showing the number of hours allocated to each personnel in the technical section of the proposal without any cost information.
- 2) Three (3) references from three (3) different organizations for which the Consultant has performed similar work, relevant to the project, with key team members participating on the referenced project. The information must include the contact name, current number, current email address, a short description of the work, and the individual's role in the project.
- 3) Fees and disbursement for the specified services expressed as a lump sum (fixed fee) and summarized on the Cost of Services Form

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

Evaluating Team Member: _____

Criteria	Mark (0 to 10)	Weight	Score	Comments
<p>Firm: Experience, registration, and satisfactory performance on similar projects (government and private sectors). The references provided may be contacted. Responsible officers of government funded projects may also be contacted when such projects are referenced.</p>		20		
<p>First Nation Experience: Experience, registration, and satisfactory performance on similar First Nation projects. The references provided may be contacted. Responsible officers of government funded projects may also be contacted when such projects are referenced.</p>		5		
<p>Project Team: The number, qualifications, and relevant experience of personnel to be assigned to the proposed project team. The qualifications and relevant experience of the project team. The roles of each member of the team are to be well defined and adequate. Their respective qualifications should match their roles. Evaluation team will consider completeness of the team (i.e. the roles and specialties covered off); sufficient technical resources; commitment to provide qualified resources to the project; qualifications/experience of the designated individuals; and sufficient resources to meet the time frames in the work plan.</p>		20		
<p>Proposal: The depth and detail of the proposal which indicates an understanding of the size, complexity, and time constraints of the work.</p>		10		
<p>Methodology: The methodology proposed for the performance of the work in accordance with the Terms of Reference. This includes the management section and proposed skills transfer to the First Nation. The Service Provider should provide a narrative description of the proposed</p>		25		

<p>methodology to implement the mandate. A demonstration that the Service Provider understands the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product, the selection of resources, and the way the services are to be delivered. The proposed schedule for the work. Management of the work, delegation of responsibility, work plans, schedule and cost control, reporting, and quality control.</p>				
<p>Costs of Services*: $\text{Mark} = (\text{Lowest Proposal Cost} \div \text{Evaluated Proposal Cost}) \times 20$</p>		<p>20</p>		

*Where the ratio method is deemed inappropriate for use in awarding points for cost by the evaluation team due to unique circumstances, an alternative cost evaluation process may be utilized.

APPENDICES

APPENDIX A – FIGURES

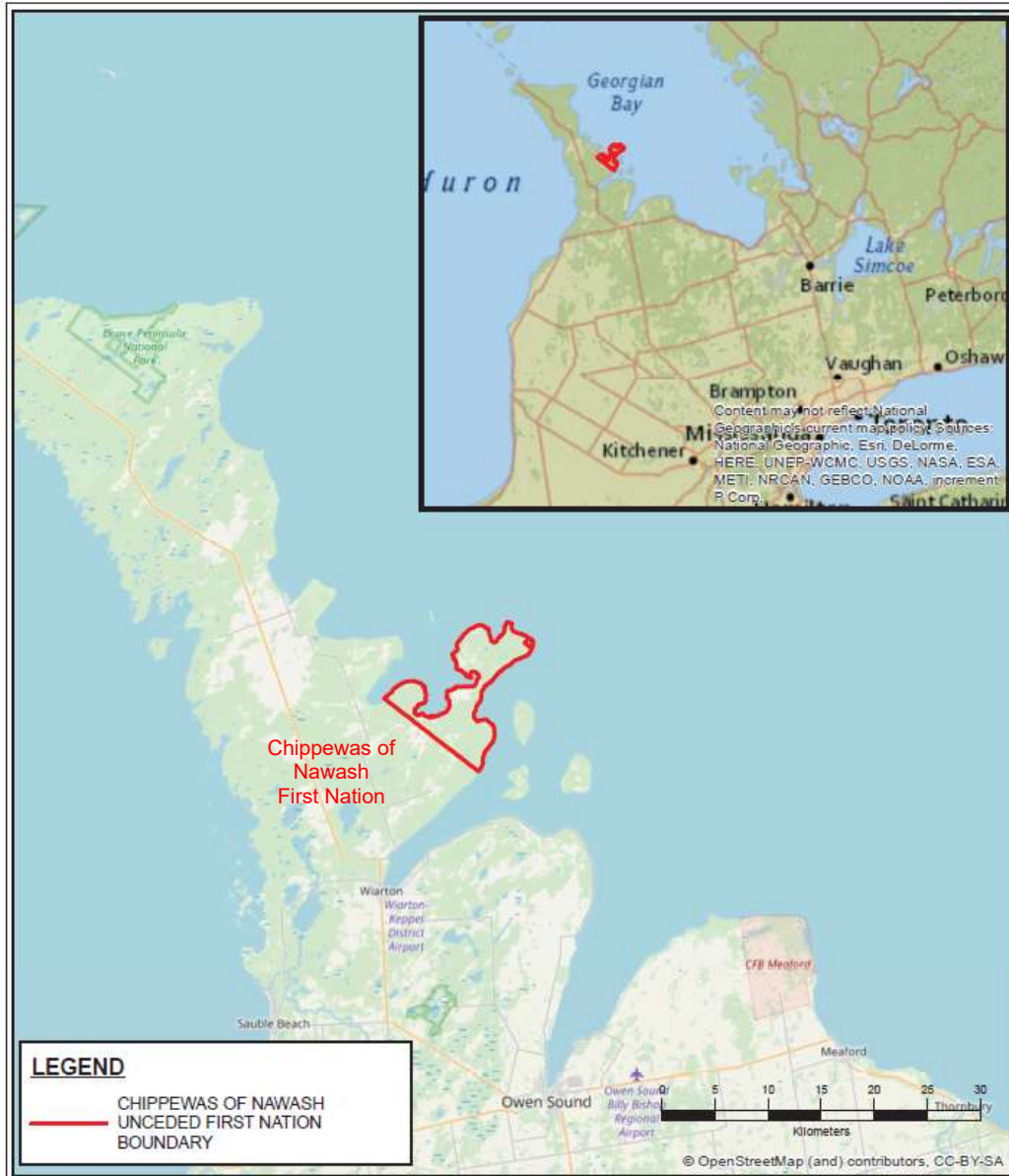


Figure 1: Location Plan

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