



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 LaurierSt./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2**

**Gatineau  
Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

|   |   |
|---|---|
| <b>Title - Sujet</b><br>School Project - Lake Winnipeg  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>A2123-170001/A  | <b>Date</b><br>2017-09-07                   |
| <b>Client Reference No. - N° de référence du client</b><br>A2123-170001   |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$FK-302-73384  |   |
| <b>File No. - N° de dossier</b><br>fk302.A2123-170001   | <b>CCC No./N° CCC - FMS No./N° VME</b>      |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2017-10-17</b>  |   |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT  |   |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>  |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Kraya, Jehan   | <b>Buyer Id - Id de l'acheteur</b><br>fk302 |
| <b>Telephone No. - N° de téléphone</b><br>(819) 420-5351 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -         |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>INDIGENOUS AND NORTHERN AFFAIRS CANADA<br>DIR.REG OPERATIONS & IMPLEMENTATION<br>10 WELLINGTON STREET<br>18TH FLOOR<br>GATINEAU<br>Quebec<br>K1A 0H4<br>Canada |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Maintenance & Professional Consulting Services Division  
(FK)

11 Laurier St./ 11, rue Laurier  
3C2, Place du Portage, Phase III  
Gatineau

Québec

K1A 0S5

|  |  |
|--|--|
| <b>Delivery Required - Livraison exigée</b><br>See Herein  | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                                  |

**RETURN BIDS TO:**

Réception des soumissions Services publics et approvisionnement Canada  
Bid Receiving Public Services and Procurement Canada  
11, rue Laurier/11 Laurier St. Place du Portage, Phase III  
Noyau 0A1/Core 0A1  
Gatineau, Québec K1A 0S5

**Request for Proposal (RFP)**

**Proposal To: Public Services and Procurement Canada**

We hereby offer to sell to Her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**A2123-170001/A**

**Project Management Services**

Important Note:

This RFP will result in a Funding Agreement with  
The Department of Indigenous Affairs and Northern Development (DIAND)

|  |                           |
|--|---------------------------|
| <b>Address Inquiries to:</b><br><a href="mailto:jeahan.kraya@tpsgc-pwgsc.gc.ca">jeahan.kraya@tpsgc-pwgsc.gc.ca</a> | <b>Buyer Id:</b><br>FK302 |
| <b>Telephone No.:</b><br>819-420-5351  |                           |

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## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven (7) parts plus annexes as follows:

- Part 1.** General Information: provides a general description of the requirement;
- Part 2.** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3.** Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4.** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5.** Certifications: includes the certifications to be provided;
- Part 6.** Financial and Insurance Requirements; includes specific requirements that must be addressed by bidders; and
- Part 7.** Resulting Funding Agreement Clauses: includes the clauses and conditions that will apply to any resulting Funding Agreement.

The Annexes include the Definitions of Words and Terms Underlined in the Funding Agreement, the Program, Services, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding, the Conditions of Payment - DIAND Funding, the Payment Plan, Additional Information, the Project Team Governance Structure, the Administrative Agreement, the Extra Work Form and the Design Consultant Request For Proposal Document.

In this document, DIAND means Department of Indian Affairs and Northern Development; which is also known by its implied title of Department of Indigenous Affairs and Northern Development (DIAND). Depending on the context, "Canada" refers to either DIAND or Public Services and Procurement Canada (PSPC), or both.

### **1.2 Summary**

DIAND, on behalf of the Lake Winnipeg School Bundles First Nations, requires Project Management services through all stages of design, construction, and post-construction of three new school buildings located in the territories of Bloodvein River, Little Grand Rapids and Poplar River First Nations and renovations to the existing school and site in Pauingassi First Nation.

The resulting Funding Agreement will be issued and administered by DIAND. While this is a unique situation, the Project Manager will work in the best interest of the project, reporting to the entire Project Implementation Team (with the understanding that the First Nations are the beneficiaries of the project), and ultimately provide guidance and direction to the Project Team to ensure the project meets the needs of each community.

The Project Manager will be responsible for:

- a. Managing the work of the Design-Build Firm(s) in accordance with the services described in the Design-Build Request for Proposal documents;
- b. Determining the best approach for the renovations works under the Design-Build procurement;

- c. Manage the work of the Commissioning Authority in accordance with the services described in the respective Request for Proposals (RFPs), and
- d. Advise the Project Implementation Committee with the duties, responsibilities and limitations of authority as set out in the Funding Agreement.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), and the Canadian Free Trade Agreement (CFTA).".

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the RFP Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Request For Proposal Authority**

The RFP Authority for this solicitation process is:

Jeahan Kraya  
Public Services and Procurement Canada  
Acquisition Branch  
Real Property Contracting Directorate  
3C2, Phase III, Place du Portage  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-420-5351  
Facsimile : 819-956-3600  
E-mail address: jeahan.kraya@pwgsc.gc.ca

The RFP Authority is responsible for the management of the RFP and bid evaluation process only.

## **SECTION 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual<sup>1</sup> issued by Public Services and Procurement Canada (PSPC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting funding agreement.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- a. The text of Section 01 - Integrity Provisions – Bid of 2003 referenced above is deleted; and
- b. The text under Subsection 4 of Section 05 - Submission of Bids of 2003 referenced above is amended as follows:
  - Delete: sixty (60) days
  - Insert: one hundred twenty (120) days

### **2.2 Submission of Bids**

Bids must be submitted only to PSPC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PSPC will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the RFP Authority, no later than seven calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **2.4 Applicable Laws**

The laws of Canada and the laws of the Province of Manitoba will govern the interpretation of the Funding Agreement.

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<sup>1</sup> <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/>

### **SECTION 3 - BID PREPARATION INSTRUCTIONS**

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I Technical Bid (6 hard copies and 2 soft copies on USB sticks); and
- Section II Financial Bid and Certifications (1 hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- b. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement<sup>2</sup>. To assist Canada in reaching its objectives, bidders should:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

Their technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

*Part 4 - Evaluation Procedures* contains additional instructions that bidders should consider when preparing their technical bid.

#### **Section II: Financial Bid and Certifications**

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately. Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded. When preparing their financial bid, Bidders should review Annex 3 - Conditions of Payment - DIAND Funding and Annex 4 - Payment Plan of Part 7 if this bid solicitation.

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<sup>2</sup> <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

### ATTACHMENT 1 to SECTION 3: PRICING SCHEDULES

The Bidder must complete the following pricing schedules and include them in its financial bid (to be provided in a separately sealed envelope from the technical proposal).

**Submit** Firm All-inclusive prices (including Overhead, Profit, and all related Costs) in Canadian funds.

| <b>Pricing Schedule 1: Bloodvein River First Nation</b>        |  |                                   |
|--|--|-----------------------------------|
| <b>Annex 2. Section 2 - Statement of Work reference number</b> |  | <b>All-inclusive fixed prices</b> |
| 4.1  | General  | \$ _____                          |
| 4.2  | Project Initiation                               | \$ _____                          |
| 4.3  | Evaluation and Selection Design-Build Contractor | \$ _____                          |
| 4.4  | Design & Construction Related Services           | \$ _____                          |
| 4.5  | Geotechnical Services                            | \$ _____                          |
| 4.6  | Engineering and Technical Advisory Services      | \$ _____                          |
| 4.7  | Designated Substance Report                      | \$ _____                          |
| 4.8  | Enhanced Commissioning                           | \$ _____                          |
| 4.9  | Completion Reporting – Substantial Completion    | \$ _____                          |
| 4.10   | Warranty Period and Inspection Services          | \$ _____                          |
| <b><u>TOTAL Schedule 1:</u></b>                                |  | <b>\$ _____</b>                   |

| <b>Pricing Schedule 2: Little Grand Rapids First Nation</b>    |  |                                   |
|--|--|-----------------------------------|
| <b>Annex 2. Section 2 - Statement of Work reference number</b> |  | <b>All-inclusive fixed prices</b> |
| 4.1  | General  | \$ _____                          |
| 4.2  | Project Initiation                               | \$ _____                          |
| 4.3  | Evaluation and Selection Design-Build Contractor | \$ _____                          |
| 4.4  | Design & Construction Related Services           | \$ _____                          |
| 4.5  | Geotechnical Services                            | \$ _____                          |
| 4.6  | Engineering and Technical Advisory Services      | \$ _____                          |
| 4.7  | Designated Substance Report                      | \$ _____                          |



|                                 |   |                 |
|---------------------------------|---|-----------------|
| 4.8                             | Enhanced Commissioning                        | \$ _____        |
| 4.9                             | Completion Reporting – Substantial Completion | \$ _____        |
| 4.10                            | Warranty Period and Inspection Services       | \$ _____        |
| <b><u>TOTAL Schedule 2:</u></b> |   | <b>\$ _____</b> |

| <b>Pricing Schedule 3: Poplar River First Nation</b>           |  |                                   |
|--|--|-----------------------------------|
| <b>Annex 2. Section 2 - Statement of Work reference number</b> |  | <b>All-inclusive fixed prices</b> |
| 4.1  | General  | \$ _____                          |
| 4.2  | Project Initiation                               | \$ _____                          |
| 4.3  | Evaluation and Selection Design-Build Contractor | \$ _____                          |
| 4.4  | Design & Construction Related Services           | \$ _____                          |
| 4.5  | Geotechnical Services                            | \$ _____                          |
| 4.6  | Engineering and Technical Advisory Services      | \$ _____                          |
| 4.7  | Designated Substance Report                      | \$ _____                          |
| 4.8  | Enhanced Commissioning                           | \$ _____                          |
| 4.9  | Completion Reporting – Substantial Completion    | \$ _____                          |
| 4.10   | Warranty Period and Inspection Services          | \$ _____                          |
| <b><u>TOTAL Schedule 3:</u></b>                                |  | <b>\$ _____</b>                   |

| <b>Pricing Schedule 4: Pauingassi First Nation</b>             |  |                                   |
|--|--|-----------------------------------|
| <b>Annex 2. Section 2 - Statement of Work reference number</b> |  | <b>All-inclusive fixed prices</b> |
| 4.1  | General  | \$ _____                          |
| 4.2  | Project Initiation                               | \$ _____                          |
| 4.3  | Evaluation and Selection Design-Build Contractor | \$ _____                          |
| 4.4  | Design & Construction Related Services           | \$ _____                          |
| 4.5  | Geotechnical Services                            | \$ _____                          |
| 4.6  | Engineering and Technical Advisory Services      | \$ _____                          |

|                                 |   |                 |
|---------------------------------|---|-----------------|
| 4.7                             | Designated Substance Report                   | \$ _____        |
| 4.8                             | Enhanced Commissioning                        | \$ _____        |
| 4.9                             | Completion Reporting – Substantial Completion | \$ _____        |
| 4.10                            | Warranty Period and Inspection Services       | \$ _____        |
| <b><u>TOTAL Schedule 4:</u></b> |   | <b>\$ _____</b> |

| <b>Pricing Schedule 5: Summary Pricing Schedules 1, 2, 4 and 4</b> |                 |
|--|-----------------|
| <b>Pricing Schedules</b>   | <b>Total</b>    |
| <b>Pricing Schedule 1: Bloodvein River First Nation</b>            | \$ _____        |
| <b>Pricing Schedule 2: Little Grand Rapids First Nation</b>        | \$ _____        |
| <b>Pricing Schedule 3: Poplar River First Nation</b>               | \$ _____        |
| <b>Pricing Schedule 4: Pauingassi First Nation</b>                 | \$ _____        |
| <b><u>Total (Pricing Schedules 1, 2, 3 and 4):</u></b>             | <b>\$ _____</b> |

The prices and rates included in this pricing schedule exclude the total estimated cost of the authorized travel and living expenses described in Annex 4 (Travel and Living Expenses clause) of the bid solicitation.

The prices included in pricing schedules 1, 2, 3 and 4 exclude the total estimated cost of the adjustment factors identified in Annex 2 and for which the Bidder will not be required to quote prices in its financial bid.

Under any resulting funding agreement, Canada will not accept travel and living expenses that may need to be incurred by the recipient for any relocation of resources required to satisfy its funding agreement obligations.

#### **Extra Work – As and When Requested**

Extra work as described in Programs, Service, and Activity Delivery Requirements and Adjustment Factors - **DIAND** funding, Section 1 Statement of Work, 4.11 "Extra Work" will be conducted on an "As and When Requested" basis where charges shall be made for actual labour.

When "As and When Requested" work is requested during the Funding Agreement period, the Project Authority will complete and send to the Recipient Annex 9 "Extra Work Form". Written authorization must be obtained from the Project Authority prior to conducting any extra work.

**The Bidders are to submit** in an annex to their financial bid a detailed breakdown of fixed hourly rates for the various project team members along with justification from previously completed comparable projects. The rates shall be Firm All-inclusive Labour Rates (including Overhead, Profit, and all related Costs) in Canadian funds.

## **SECTION 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada, the First Nations Project Coordinator and First Nation Chiefs, or their representatives, will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **a. Joint Venture Experience:**

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the RFP Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the RFP Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A; or
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or

- Contracts signed by A and contracts signed by A and B in joint venture, or
  - Contracts signed by B and contracts signed by A and B in joint venture.
- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 4.1.2 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The Bidder means the person or entity (or, in the case of a joint venture, the persons or entities) who submit a proposal to perform a service or supply goods or both. It does not include the parent, subsidiaries or affiliates of the Bidder, or its subcontractors.

| Number     | Mandatory Criterion  | Bid Preparation Instructions  |
|------------|--|---|
| <b>MT1</b> | <p>References from three (3) different projects for which the bidder has performed similar work must be provided. The references must include a short description of the Bidder's role in the project. The references must be related to work which has been completed within the past ten (10) years.</p> <p>Similar work is defined as service of project manager comparable in size, scope and complexity to the services in Annex 2, Statement of Work.</p> <p>Past 10 years is defined as from January 2007 up to and including the RFP closing date.</p> | <p>References should be provided using the reference template below. If the Bidder submits references in excess of the stated requirement, only the first three in order of submission will be assessed and any subsequent references will be removed from the bid and discarded.</p> <p>In the event where a reference cannot be contacted with the contact information provided, or if the information for any of the references cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal.</p> <p>In the case of a Joint Venture, Section 4.1.1 a) will apply.</p> |
| <b>MT2</b> | <p>The Lead Resource must be a</p> <ol style="list-style-type: none"> <li>a) licensed Professional Engineer in Manitoba</li> <li>or a</li> <li>b) Registered Architect in Manitoba, and have cumulated 15 years of experience or more managing the delivery of construction projects.</li> </ol>   | <p>The Bidder must clearly identify who the Lead Resource will be on the Project Team for this mandate.</p> <p>The Bidder must provide a detailed curriculum vitae for the proposed Lead Resource, as well as proof of valid license or certification and a member in good standing of the Professional Order in the province in which the Project is being carried out.</p>  |

| <b>Reference Template</b>  |   |
|--|---|
| Name of client organization or Company   | Project/Contract Reference:<br>_____            |
| Name and title of client contact who can confirm the information presented in the proposal | Name: _____<br>Title: _____                     |
| Telephone and e-mail address of client contact   | Phone Number: _____<br>E-mail: _____            |
| Performance period of the project or contract (indicate year, month, day)                  | From: _____(yyyy/mm/d)<br>To: _____(yyyy/mm/dd) |
| Short description of the Bidder's role in the project                                      |   |

#### 4.1.3 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Point-rated technical criteria not addressed will be given a score of zero.

Bids which fail to obtain the required minimum number of points specified in section 4.2 will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The bidder means the person or entity (or, in the case of a joint venture, the persons or entities) who submit a bid to perform a service or supply goods or both. It does not include the parent, subsidiaries or affiliates of the Bidder, or its subcontractors.

Partial points will only be given if indicated.

| <b>Number</b> | <b>Point Rated Technical Criterion</b>  | <b>Bid preparation instructions</b>   | <b>Maximum Points</b> |
|---------------|---|---|-----------------------|
| <b>RT1</b>    | <p><b>Experience in managing and implementing projects</b></p> <p>The Bidder should provide two (2) projects that demonstrate their experience within <u>similar scope and complexity</u>. Projects should have taken place within the last 10 years prior to the RFP closing date.</p> <p>Only projects that are at least 50 percent complete (as of bid closing date) in terms of project duration will be evaluated.</p> | Where the project was carried out by a consortium or joint venture, the Bidder should clearly identify which member was responsible for management and implementation of the project. | <b>40</b>             |

| Number   | Point Rated Technical Criterion   | Bid preparation instructions                    | Maximum Points |  |          |   |          |  |          |   |         |  |         |   |          |  |  |
|--|---|---|----------------|--|----------|---|----------|--|----------|---|---------|--|---------|---|----------|--|--|
|  | <p>Each project will be evaluated as follow:</p> <p><b>1.1 Similar scope means:</b><br/>(Maximum 8 Points for each project)</p> <table border="1" data-bbox="375 472 980 756"> <tr> <td>a. Project was aimed at Aboriginal Communities:</td> <td>max 2 pt</td> </tr> <tr> <td>b. Project had a component of "capacity building":</td> <td>max 2 pt</td> </tr> <tr> <td>c. Project included education facilities:</td> <td>max 2 pt</td> </tr> <tr> <td>d. Project involved working with and liaising with First Nations and Federal Government:</td> <td>max 2 pt</td> </tr> </table> <table border="1" data-bbox="375 785 980 963"> <tr> <td>Description provided is clear, relevant and complete:</td> <td>2 point</td> </tr> <tr> <td>Description provided is partial or not sufficiently clear or relevant:</td> <td>1 point</td> </tr> <tr> <td>Description not provided or not relevant:</td> <td>0 points</td> </tr> </table> <p><b>1.2 Similar complexity means:</b><br/>(Maximum 12 Points for each project)</p> <p>a. At least 10 million construction cost. (0.5 point for every 10 million, max 3 point)</p> <p>b. A duration of at least 1 year. (1 point per complete year, max 3 point. Less than 12 months will receive zero points)</p> <p>c. Geographical Coverage (max 3 points)</p> <ul style="list-style-type: none"> <li>• located over 201 km from the nearest service centre (3 points)</li> <li>• located between 50 and 200 km from the nearest service centre (1 point)</li> <li>• located within 50 km from the nearest service centre (0 points)</li> </ul> <p><i>A service center is defined as the nearest to a community for which it can gain access to services such as suppliers, materials, federal services and pool of skilled labour.</i></p> <p>d. Locations with limited access year round, ie. With either rail, air or boat access to a service centre for only part of the year and how that factor was managed. (3 point).</p> | a. Project was aimed at Aboriginal Communities: | max 2 pt       | b. Project had a component of "capacity building": | max 2 pt | c. Project included education facilities: | max 2 pt | d. Project involved working with and liaising with First Nations and Federal Government: | max 2 pt | Description provided is clear, relevant and complete: | 2 point | Description provided is partial or not sufficiently clear or relevant: | 1 point | Description not provided or not relevant: | 0 points | <p>Only the experience of the member identified in the proposed methodology as responsible for overall management and implementation will be taken into consideration.</p> <p>The experience of other members of the consortium or joint venture will not be considered.</p> <p>If more projects are included in the proposal, only the first two (in order of appearance) will be assessed.</p> <p>"Capacity building" is defined as the "process of developing and strengthening the skills, instincts, abilities, processes and resources that First Nation communities need to survive, adapt, and thrive in the fast-changing world."</p> |  |
| a. Project was aimed at Aboriginal Communities:  | max 2 pt  |   |                |  |          |   |          |  |          |   |         |  |         |   |          |  |  |
| b. Project had a component of "capacity building":                                       | max 2 pt  |   |                |  |          |   |          |  |          |   |         |  |         |   |          |  |  |
| c. Project included education facilities:  | max 2 pt  |   |                |  |          |   |          |  |          |   |         |  |         |   |          |  |  |
| d. Project involved working with and liaising with First Nations and Federal Government: | max 2 pt  |   |                |  |          |   |          |  |          |   |         |  |         |   |          |  |  |
| Description provided is clear, relevant and complete:                                    | 2 point   |   |                |  |          |   |          |  |          |   |         |  |         |   |          |  |  |
| Description provided is partial or not sufficiently clear or relevant:                   | 1 point   |   |                |  |          |   |          |  |          |   |         |  |         |   |          |  |  |
| Description not provided or not relevant:  | 0 points  |   |                |  |          |   |          |  |          |   |         |  |         |   |          |  |  |

| Number   | Point Rated Technical Criterion   | Bid preparation instructions                          | Maximum Points |  |         |   |          |  |                  |
|--|---|---|----------------|--|---------|---|----------|--|------------------|
|  | <table border="1"> <tr> <td data-bbox="370 321 849 380">Description provided is clear, relevant and complete:</td> <td data-bbox="849 321 984 380">3 point</td> </tr> <tr> <td data-bbox="370 380 849 438">Description provided is partial or not sufficiently clear or relevant:</td> <td data-bbox="849 380 984 438">1 point</td> </tr> <tr> <td data-bbox="370 438 849 497">Description not provided or not relevant:</td> <td data-bbox="849 438 984 497">0 points</td> </tr> </table>  | Description provided is clear, relevant and complete: | 3 point        | Description provided is partial or not sufficiently clear or relevant: | 1 point | Description not provided or not relevant: | 0 points |  |                  |
| Description provided is clear, relevant and complete:                  | 3 point   |   |                |  |         |   |          |  |                  |
| Description provided is partial or not sufficiently clear or relevant: | 1 point   |   |                |  |         |   |          |  |                  |
| Description not provided or not relevant:                              | 0 points  |   |                |  |         |   |          |  |                  |
| <p><b>RT2</b></p>  | <p><b>Approach to implementing the project</b></p> <p>A demonstration that the Bidder 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 should be provided.</p> <p>Information that should be supplied:</p> <p><b><u>2.1 Understanding of the mandate</u></b><br/>(Maximum 3 Points)</p> <p>Description of the specific project goals and requirements which highlight those of particular significance to the project and the delivery of services. The description should include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>i) the client's functional and technical requirements;</li> <li>ii) the client's philosophies and values;</li> <li>iii) the existing conditions;</li> <li>iv) implementation strategies;</li> <li>v) other significant issues (environment, heritage, cultural, socio economic); and</li> <li>vi) challenges and restraints.</li> </ul> <p>This criterion will be evaluated according to the following scale:</p> <table border="1"> <tr> <td data-bbox="370 1493 849 1551">Description provided is clear, relevant and complete:</td> <td data-bbox="849 1493 984 1551">3 point</td> </tr> <tr> <td data-bbox="370 1551 849 1610">Description provided is partial or not sufficiently clear or relevant:</td> <td data-bbox="849 1551 984 1610">1 point</td> </tr> <tr> <td data-bbox="370 1610 849 1669">Description not provided or not relevant:</td> <td data-bbox="849 1610 984 1669">0 points</td> </tr> </table> | Description provided is clear, relevant and complete: | 3 point        | Description provided is partial or not sufficiently clear or relevant: | 1 point | Description not provided or not relevant: | 0 points | <p>The Bidder should demonstrate how its description is relevant to the Project.</p> | <p><b>22</b></p> |
| Description provided is clear, relevant and complete:                  | 3 point   |   |                |  |         |   |          |  |                  |
| Description provided is partial or not sufficiently clear or relevant: | 1 point   |   |                |  |         |   |          |  |                  |
| Description not provided or not relevant:                              | 0 points  |   |                |  |         |   |          |  |                  |

| Number  | Point Rated Technical Criterion   | Bid preparation instructions                            | Maximum Points |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
|---|---|---|----------------|---|----------|---|----------|---------------------------------------|----------|---|----------|---|---------|--|-----------|---|----------|--|--|
|   | <p><b><u>Approach to implementing the project</u></b></p> <p>The Bidder should demonstrate its understanding of the project by describing its approach to implementing the project in relation to the following:</p> <ul style="list-style-type: none"> <li>• Proposed Methodology</li> <li>• Capacity development approach</li> <li>• Communication strategy</li> </ul> <p><b><u>2.2 Proposed Methodology</u></b><br/>(Maximum 5 Points)</p> <p>The Bidder should provide a narrative description of the proposed approach to implement the mandate. The proposed approach should clearly articulate the Bidder's understanding of the mandate and should address the following:</p> <table border="1" data-bbox="375 890 980 1276"> <tr> <td>a. Program/requirement analysis and definition process:</td> <td>max 1 pt</td> </tr> <tr> <td>b. Quality control of the service in each phase of the project:</td> <td>max 1 pt</td> </tr> <tr> <td>c. Construction stage services (including inspection, quality control, manuals, deficiency clean up, warranty inspections):</td> <td>max 1 pt</td> </tr> <tr> <td>d. Cost planning and control process:</td> <td>max 1 pt</td> </tr> <tr> <td>e. Scheduling methodology and time control process:</td> <td>max 1 pt</td> </tr> </table> <p>For this element, the proposed approach/strategy will be evaluated according to the following scale:</p> <table border="1" data-bbox="375 1394 980 1633"> <tr> <td>Description provided is clear, relevant, complete and feasible:</td> <td>1 point</td> </tr> <tr> <td>Description provided is partial or not sufficiently clear or relevant or not feasible:</td> <td>0.5 point</td> </tr> <tr> <td>Description not provided, not relevant or not feasible:</td> <td>0 points</td> </tr> </table> | a. Program/requirement analysis and definition process: | max 1 pt       | b. Quality control of the service in each phase of the project: | max 1 pt | c. Construction stage services (including inspection, quality control, manuals, deficiency clean up, warranty inspections): | max 1 pt | d. Cost planning and control process: | max 1 pt | e. Scheduling methodology and time control process: | max 1 pt | Description provided is clear, relevant, complete and feasible: | 1 point | Description provided is partial or not sufficiently clear or relevant or not feasible: | 0.5 point | Description not provided, not relevant or not feasible: | 0 points |  |  |
| a. Program/requirement analysis and definition process:   | max 1 pt  |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
| b. Quality control of the service in each phase of the project:   | max 1 pt  |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
| c. Construction stage services (including inspection, quality control, manuals, deficiency clean up, warranty inspections): | max 1 pt  |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
| d. Cost planning and control process:   | max 1 pt  |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
| e. Scheduling methodology and time control process:   | max 1 pt  |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
| Description provided is clear, relevant, complete and feasible:   | 1 point   |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
| Description provided is partial or not sufficiently clear or relevant or not feasible:                                      | 0.5 point   |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |
| Description not provided, not relevant or not feasible:   | 0 points  |   |                |   |          |   |          |                                       |          |   |          |   |         |  |           |   |          |  |  |



| Number  | Point Rated Technical Criterion   | Bid preparation instructions       | Maximum Points |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
|---|---|------------------------------------|----------------|---|----------|---|----------|---|----------|--|---------|---|---------|---|----------|--|----------|---|----------|--|--|
|   | <p data-bbox="375 323 857 380"><b>2.3 Capacity Development Approach</b><br/>(Maximum 9 Points)</p> <p data-bbox="375 413 967 495">The Bidder should demonstrate how it is proposed to reach out to Aboriginal businesses and communities for the following:</p> <table border="1" data-bbox="375 527 980 764"> <tr> <td data-bbox="375 527 846 569">a. Maximize Aboriginal employment:</td> <td data-bbox="846 527 980 569">max 3 pt</td> </tr> <tr> <td data-bbox="375 569 846 642">b. Maximize training opportunities and skills career development:</td> <td data-bbox="846 569 980 642">max 3 pt</td> </tr> <tr> <td data-bbox="375 642 846 764">c. Maximize the use of Aboriginal firms where capacity exists and develop and build Aboriginal business capacity:</td> <td data-bbox="846 642 980 764">max 3 pt</td> </tr> </table> <p data-bbox="375 795 967 852">For this element, the proposed approach/strategy will be evaluated according to the following scale:</p> <table border="1" data-bbox="375 884 980 1058"> <tr> <td data-bbox="375 884 846 940">Description provided is clear, relevant and complete:</td> <td data-bbox="846 884 980 940">3 points</td> </tr> <tr> <td data-bbox="375 940 846 997">Description provided is partial or not sufficiently clear or relevant:</td> <td data-bbox="846 940 980 997">1 point</td> </tr> <tr> <td data-bbox="375 997 846 1058">Description not provided or not relevant:</td> <td data-bbox="846 997 980 1058">0 point</td> </tr> </table> <p data-bbox="375 1094 756 1150"><b>2.4 Communication Strategy</b><br/>(Maximum 3 Points)</p> <p data-bbox="375 1182 980 1239">The Bidder should demonstrate the following in a draft communication strategy:</p> <table border="1" data-bbox="375 1270 980 1535"> <tr> <td data-bbox="375 1270 846 1394">a. Vertical communication and horizontal communication with stakeholders (Government and communities included):</td> <td data-bbox="846 1270 980 1394">max 1 pt</td> </tr> <tr> <td data-bbox="375 1394 846 1467">b. Usage of diversity of tools and mechanisms:</td> <td data-bbox="846 1394 980 1467">max 1 pt</td> </tr> <tr> <td data-bbox="375 1467 846 1535">c. Understanding of local culture and dynamics:</td> <td data-bbox="846 1467 980 1535">max 1 pt</td> </tr> </table> | a. Maximize Aboriginal employment: | max 3 pt       | b. Maximize training opportunities and skills career development: | max 3 pt | c. Maximize the use of Aboriginal firms where capacity exists and develop and build Aboriginal business capacity: | max 3 pt | Description provided is clear, relevant and complete: | 3 points | Description provided is partial or not sufficiently clear or relevant: | 1 point | Description not provided or not relevant: | 0 point | a. Vertical communication and horizontal communication with stakeholders (Government and communities included): | max 1 pt | b. Usage of diversity of tools and mechanisms: | max 1 pt | c. Understanding of local culture and dynamics: | max 1 pt |  |  |
| a. Maximize Aboriginal employment:  | max 3 pt  |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| b. Maximize training opportunities and skills career development:   | max 3 pt  |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| c. Maximize the use of Aboriginal firms where capacity exists and develop and build Aboriginal business capacity: | max 3 pt  |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| Description provided is clear, relevant and complete:   | 3 points  |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| Description provided is partial or not sufficiently clear or relevant:  | 1 point   |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| Description not provided or not relevant:   | 0 point   |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| a. Vertical communication and horizontal communication with stakeholders (Government and communities included):   | max 1 pt  |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| b. Usage of diversity of tools and mechanisms:  | max 1 pt  |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |
| c. Understanding of local culture and dynamics:   | max 1 pt  |                                    |                |   |          |   |          |   |          |  |         |   |         |   |          |  |          |   |          |  |  |

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|---|--|---|----------------|--|-----------|---|---------|---|----------|---|----------|---|----------|---|----------|---|----------|--|--|
|   | <p>For this element, the proposed approach/strategy will be evaluated according to the following scale:</p> <table border="1" data-bbox="375 409 980 646"> <tr> <td data-bbox="375 409 849 478">Description provided is clear, relevant, complete and feasible:</td> <td data-bbox="849 409 980 478">1 point</td> </tr> <tr> <td data-bbox="375 478 849 583">Description provided is partial or not sufficiently clear or relevant or not feasible:</td> <td data-bbox="849 478 980 583">0.5 point</td> </tr> <tr> <td data-bbox="375 583 849 646">Description not provided, not relevant or not feasible:</td> <td data-bbox="849 583 980 646">0 point</td> </tr> </table> <p><b>2.5 Understanding of the project</b><br/>(Maximum 5 Points)</p> <p>Bidder should provide a <u>preliminary</u> draft project management plan which should include a description of the following elements:</p> <table border="1" data-bbox="375 884 980 1472"> <tr> <td data-bbox="375 884 849 1045">a. Management and recruitment of human resources (the recruitment of resources and experts maximizing the use of local labour and resources):</td> <td data-bbox="849 884 980 1045">max 1 pt</td> </tr> <tr> <td data-bbox="375 1045 849 1150">b. Management of financial resources (mechanisms to track expenditures, for verification and approval):</td> <td data-bbox="849 1045 980 1150">max 1 pt</td> </tr> <tr> <td data-bbox="375 1150 849 1255">c. Integration of Risk Management principles (mechanisms to identify and manage risks):</td> <td data-bbox="849 1150 980 1255">max 1 pt</td> </tr> <tr> <td data-bbox="375 1255 849 1381">d. Quality control and monitoring process (mechanisms to ensure the quality of the deliverables and services provided):</td> <td data-bbox="849 1255 980 1381">max 1 pt</td> </tr> <tr> <td data-bbox="375 1381 849 1472">e. Management of relationship with stakeholders (mechanisms to involve stakeholders):</td> <td data-bbox="849 1381 980 1472">max 1 pt</td> </tr> </table> | Description provided is clear, relevant, complete and feasible: | 1 point        | Description provided is partial or not sufficiently clear or relevant or not feasible: | 0.5 point | Description not provided, not relevant or not feasible: | 0 point | a. Management and recruitment of human resources (the recruitment of resources and experts maximizing the use of local labour and resources): | max 1 pt | b. Management of financial resources (mechanisms to track expenditures, for verification and approval): | max 1 pt | c. Integration of Risk Management principles (mechanisms to identify and manage risks): | max 1 pt | d. Quality control and monitoring process (mechanisms to ensure the quality of the deliverables and services provided): | max 1 pt | e. Management of relationship with stakeholders (mechanisms to involve stakeholders): | max 1 pt |  |  |
| Description provided is clear, relevant, complete and feasible:   | 1 point  |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |
| Description provided is partial or not sufficiently clear or relevant or not feasible:  | 0.5 point  |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |
| Description not provided, not relevant or not feasible:   | 0 point  |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |
| a. Management and recruitment of human resources (the recruitment of resources and experts maximizing the use of local labour and resources): | max 1 pt   |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |
| b. Management of financial resources (mechanisms to track expenditures, for verification and approval):                                       | max 1 pt   |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |
| c. Integration of Risk Management principles (mechanisms to identify and manage risks):   | max 1 pt   |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |
| d. Quality control and monitoring process (mechanisms to ensure the quality of the deliverables and services provided):                       | max 1 pt   |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |
| e. Management of relationship with stakeholders (mechanisms to involve stakeholders):   | max 1 pt   |   |                |  |           |   |         |   |          |   |          |   |          |   |          |   |          |  |  |

| Number   | Point Rated Technical Criterion   | Bid preparation instructions                                    | Maximum Points |  |           |   |          |   |         |  |         |   |                  |
|--|---|---|----------------|--|-----------|---|----------|---|---------|--|---------|---|------------------|
|  | <p>For this element, the proposed approach/strategy will be evaluated according to the following scale:</p> <table border="1" data-bbox="375 409 980 646"> <tr> <td data-bbox="375 409 849 478">Description provided is clear, relevant, complete and feasible:</td> <td data-bbox="849 409 980 478">1 point</td> </tr> <tr> <td data-bbox="375 478 849 583">Description provided is partial or not sufficiently clear or relevant or not feasible:</td> <td data-bbox="849 478 980 583">0.5 point</td> </tr> <tr> <td data-bbox="375 583 849 646">Description not provided, not relevant or not feasible:</td> <td data-bbox="849 583 980 646">0 points</td> </tr> </table>  | Description provided is clear, relevant, complete and feasible: | 1 point        | Description provided is partial or not sufficiently clear or relevant or not feasible: | 0.5 point | Description not provided, not relevant or not feasible: | 0 points |   |         |  |         |   |                  |
| Description provided is clear, relevant, complete and feasible:  | 1 point   |   |                |  |           |   |          |   |         |  |         |   |                  |
| Description provided is partial or not sufficiently clear or relevant or not feasible:   | 0.5 point   |   |                |  |           |   |          |   |         |  |         |   |                  |
| Description not provided, not relevant or not feasible:  | 0 points  |   |                |  |           |   |          |   |         |  |         |   |                  |
| <p><b>RT3</b></p>  | <p><b>Experience of Project Team</b></p> <p>The Bidder will be assessed against the technical human resources provided in this project, and should identify the names and qualifications of people nominated for the major activities in the Work Breakdown Structure (WBS) and those identified on the organizational chart.</p> <p><u>3.1 Project organizational chart</u><br/>(Maximum 5 points)</p> <p>a. The Bidder should provide a project organization chart:</p> <table border="1" data-bbox="375 1171 980 1396"> <tr> <td data-bbox="375 1171 849 1241">Information provided is clear, relevant and complete:</td> <td data-bbox="849 1171 980 1241">3 point</td> </tr> <tr> <td data-bbox="375 1241 849 1318">Information provided is partial or not sufficiently clear or relevant:</td> <td data-bbox="849 1241 980 1318">1 point</td> </tr> <tr> <td data-bbox="375 1318 849 1396">Information not provided or not relevant:</td> <td data-bbox="849 1318 980 1396">0 points</td> </tr> </table> <p>b. The chart should include the following:</p> <table border="1" data-bbox="375 1486 980 1808"> <tr> <td data-bbox="375 1486 849 1619">The inclusion of personnel (name, position and location) and key stakeholders, including DIAND and First Nations:</td> <td data-bbox="849 1486 980 1619">1 point</td> </tr> <tr> <td data-bbox="375 1619 849 1808">The demonstration of the reporting relationships between personnel, key stakeholders, including DIAND in accordance with the project management plan, and how they will fit into the current structure</td> <td data-bbox="849 1619 980 1808">1 point</td> </tr> </table> | Information provided is clear, relevant and complete:           | 3 point        | Information provided is partial or not sufficiently clear or relevant:                 | 1 point   | Information not provided or not relevant:               | 0 points | The inclusion of personnel (name, position and location) and key stakeholders, including DIAND and First Nations: | 1 point | The demonstration of the reporting relationships between personnel, key stakeholders, including DIAND in accordance with the project management plan, and how they will fit into the current structure | 1 point | <p>Work Breakdown Structure along with the organizational chart.</p> <p>The CVs of resources of the project team should be provided.</p> <p>In cases where experience is acquired concurrently, the time period will be considered only once for the purpose of calculating the requirement of 10 years of experience.</p> <p><u>Example for person 1:</u><br/>Project 1: started on January 1, 2004 and ended on May 31, 2009 = 65 months<br/>Project 2: started on January 1, 2004 and ended on December 31, 2009 = 72 months<br/>Project 3: started on January 1, 2010 and ended on December 31, 2013 = 36 months</p> <p>Total period for these 3 projects will count as 108 months and not 173 months because the period Jan. 2004 to</p> | <p><b>14</b></p> |
| Information provided is clear, relevant and complete:  | 3 point   |   |                |  |           |   |          |   |         |  |         |   |                  |
| Information provided is partial or not sufficiently clear or relevant:   | 1 point   |   |                |  |           |   |          |   |         |  |         |   |                  |
| Information not provided or not relevant:  | 0 points  |   |                |  |           |   |          |   |         |  |         |   |                  |
| The inclusion of personnel (name, position and location) and key stakeholders, including DIAND and First Nations:  | 1 point   |   |                |  |           |   |          |   |         |  |         |   |                  |
| The demonstration of the reporting relationships between personnel, key stakeholders, including DIAND in accordance with the project management plan, and how they will fit into the current structure | 1 point   |   |                |  |           |   |          |   |         |  |         |   |                  |

| Number  | Point Rated Technical Criterion  | Bid preparation instructions   | Maximum Points   |  |          |   |         |  |         |   |  |
|---|--|--|------------------|--|----------|---|---------|--|---------|---|--|
|   | <p><b>3.2 Overall level of experience of team members in their respective fields</b><br/>(Maximum 5 points)</p> <p>This criterion will be evaluated according to the following scale:</p> <table border="1" data-bbox="375 531 980 873"> <tr> <td>More than half of resources have over 10 years of experience in their field:</td> <td>5 points</td> </tr> <tr> <td>Half of resources have over 10 years of experience in their field:</td> <td>3 points</td> </tr> <tr> <td>Less than half of resources have less than 10 years of experience in their field:</td> <td>1 point</td> </tr> <tr> <td>Less than half of resources have no experience in their field:</td> <td>0 point</td> </tr> </table> <p><b>3.3 Extent of Bidder's Experience</b><br/>(Maximum 4 points)</p> <p>a. Projects that the Bidder has worked on worth \$10Million or greater located in a remote area* (1 point per qualifying project, max 2 points).</p> <p>b. Projects that the Bidder has worked on worth \$40 Million or greater (1 point per qualifying project, max 2 points).</p> | More than half of resources have over 10 years of experience in their field:   | 5 points         | Half of resources have over 10 years of experience in their field: | 3 points | Less than half of resources have less than 10 years of experience in their field: | 1 point | Less than half of resources have no experience in their field: | 0 point | <p>Dec. 2009 has already been counted in Project 2. This employee does not meet the 10 years of experience.</p> <p>*Remote area is defined as: more than 350km from a service center, where a service center is defined as the nearest to a community for which it can gain access to services such as suppliers, materials, federal services and pool of skilled labour.</p> |  |
| More than half of resources have over 10 years of experience in their field:      | 5 points   |  |                  |  |          |   |         |  |         |   |  |
| Half of resources have over 10 years of experience in their field:                | 3 points   |  |                  |  |          |   |         |  |         |   |  |
| Less than half of resources have less than 10 years of experience in their field: | 1 point  |  |                  |  |          |   |         |  |         |   |  |
| Less than half of resources have no experience in their field:                    | 0 point  |  |                  |  |          |   |         |  |         |   |  |
| <p><b>RT4</b></p>   | <p><b>Risk Management</b></p> <p><b>4.1 Risk Management Plan</b><br/>(Maximum 8 Points)</p> <p>The Bidder should describe the proposed processes, methods, and tools for risk management including risk identification (max 2 points), risk assessment (max 2 points), risk monitoring (max 2 points) and risk response (max 2 points).</p> <p>The proposed methods for risk management will be assessed for their appropriateness for a project of this scope and complexity, including the extent to which they demonstrate the Bidder's understanding of the underlying business conditions, project stakeholders and complexities of this project.</p>   | <p>For each risk:</p> <p><u>Relevance means</u> that the risk commonly exists in projects of a similar scope and complexity and is an example of a significant risk exposure for this project.</p> <p><u>Adequacy of the risk response means:</u> the feasibility and cost-effectiveness of the proposed risk mitigation strategies and the appropriateness of the</p> | <p><b>12</b></p> |  |          |   |         |  |         |   |  |

| Number   | Point Rated Technical Criterion   | Bid preparation instructions  | Maximum Points  |  |           |   |         |   |  |
|--|---|---|-----------------|--|-----------|---|---------|---|--|
|  | <p>This criterion will be evaluated according to the following scale:</p> <table border="1" data-bbox="375 407 980 617"> <tr> <td data-bbox="375 407 849 478">Description provided is clear, relevant and complete:</td> <td data-bbox="849 407 980 478">2 points</td> </tr> <tr> <td data-bbox="375 478 849 550">Description provided is partial or not sufficiently clear or relevant:</td> <td data-bbox="849 478 980 550">0.5 point</td> </tr> <tr> <td data-bbox="375 550 849 617">Description not provided or not relevant:</td> <td data-bbox="849 550 980 617">0 point</td> </tr> </table> <p><b>4.2 Identification of Risks</b><br/>(Maximum 4 Points)</p> <p>In addition, the Bidder should identify and describe four (4) risks associated with this project and provide its assessment of risk level, and proposed response and risk mitigation for each risk. (maximum of 4 points)</p> <p>Each risk identified will be assessed for their relevance to this project (0.5 point per risk identified) and the adequateness of the proposed risk response (0.5 point per risk identified). The risks should be distinct from another and demonstrate an understanding of the range of potential risks to which the project is exposed.</p> | Description provided is clear, relevant and complete:   | 2 points        | Description provided is partial or not sufficiently clear or relevant: | 0.5 point | Description not provided or not relevant: | 0 point | <p>proposed risk escalation (i.e. level at which the risk will be elevated for approval of the risk response).</p> <p>If the Bidder identifies more than 4 risks, only the risks up to the identified limit of 4 will be evaluated. The first 4 risks listed in the proposal will be considered for evaluation.</p> |  |
| Description provided is clear, relevant and complete:                  | 2 points  |   |                 |  |           |   |         |   |  |
| Description provided is partial or not sufficiently clear or relevant: | 0.5 point   |   |                 |  |           |   |         |   |  |
| Description not provided or not relevant:                              | 0 point   |   |                 |  |           |   |         |   |  |
| <p><b>RT5</b></p>  | <p><b>Project Schedule</b></p> <p>The Bidder should provide a proposed schedule for the work complete with activity buffers, approvals, work breakdown structure with description of services, deliverables and milestones following from planning through to warranty period completion (2 points for providing the requested project schedule).</p> <p>This work plan should highlight the mobilization plan and associated implications on schedule (max 2 points), as well as current unknowns, their effect on the schedule (max 2 points) and the associated plan to address these (max 2 points).</p> <p>This criterion will be evaluated according to the following scale:</p>  | <p>Project schedule should be presented in a Gantt chart format using MS Project, and showing the major milestones, deliverables and decision points.</p> | <p><b>8</b></p> |  |           |   |         |   |  |

| Number | Point Rated Technical Criterion  | Bid preparation instructions | Maximum Points |
|--------|--|------------------------------|----------------|
|        | Description provided is clear, relevant and complete:                  |                              |                |
|        | Description provided is partial or not sufficiently clear or relevant: |                              |                |
|        | Description not provided or not relevant:                              |                              |                |
|        | <b>Total</b>   |                              | <b>96</b>      |

#### 4.2 Basis of selection - Highest Combined Rating of Technical Merit and Price

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 96 points.

Bids not meeting a. or b. or c. will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available, and multiplied by the ratio of 75%.

To establish the pricing score, each responsive bid will be prorated against the lowest price and the ratio of 25%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a funding agreement.

#### Example

The following table illustrates an example where all three bids are responsive and the selection of the recipient is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)**

|                                |                              | <b>Bidder 1</b>             | <b>Bidder 2</b>            | <b>Bidder 3</b>            |
|--------------------------------|------------------------------|-----------------------------|----------------------------|----------------------------|
| <b>Overall Technical Score</b> |                              | 115/135                     | 89/135                     | 92/135                     |
| <b>Bid Evaluated Price</b>     |                              | \$55,000.00                 | \$50,000.00                | \$45,000.00                |
| <b>Calculations</b>            | <b>Technical Merit Score</b> | $115/135 \times 75 = 63.89$ | $89/135 \times 75 = 49.44$ | $92/135 \times 75 = 51.11$ |
|                                | <b>Pricing Score</b>         | $45/55 \times 25 = 20.45$   | $45/50 \times 25 = 22.50$  | $45/45 \times 25 = 25.00$  |
|                                | <b>Combined Rating</b>       | 84.34                       | 71.94                      | 76.11                      |
| <b>Overall Rating</b>          |                              | 1st                         | 3rd                        | 2nd                        |

**4.3 General Assessment**

The General Assessment (GA) supports the management of funding agreements that have been negotiated between **DIAND** and funding recipients. It identifies strengths and emerging risks that may have an impact on how **DIAND** manages its transfer payments to the recipient.

The responsive Bidder that will be recommended for award of a Funding Agreement, as per clause 4.2 above will be requested to undergo a General Assessment. A GA is performed by **DIAND** prior to entering into a funding agreement with the recommended Bidder, and is completed within the timeframes set by **DIAND** for the project; based upon such information required from the Bidder and within the timeframes set for its receipt.

More information about the GA can be found on the following website:  
<http://www.aadnc-aandc.gc.ca/eng/1322761862008/1322762014207>

The GA will be based on the following risk factors:  
<http://www.aadnc-aandc.gc.ca/eng/1390853880819/1390853922296>

## **SECTION 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a funding agreement.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a recipient in default, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the funding agreement period.

The RFP and Funding Agreement Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the RFP or Funding Agreement Authority will render the bid non-responsive or constitute a default under the Funding Agreement.

### **5.1 Certifications Precedent to Funding Agreement Award and Additional Information**

By submitting a bid, the Bidder certifies the following:

#### **5.1.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a Funding Agreement as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Funding Agreement Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the RFP or Funding Agreement Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

#### **5.1.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Funding Agreement.

Copies of degrees and proof of certifications conferred for every individual proposed by the Bidder must be presented with its bid, as they apply to the Project.



## **SECTION 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

Standard Acquisition Clauses and Conditions (SACC) Manual clause A9033T (2012-07-16) on Financial Capability<sup>c</sup> applies.

### **6.2 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a funding agreement as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex 2.

If the information is not provided in the bid, the RFP Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the RFP Authority and meet the requirement within that time period will render the bid non-responsive.

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<sup>c</sup> <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T>

**SECTION 7 - RESULTING FUNDING AGREEMENT**

**FUNDING AGREEMENT**

**B E T W E E N:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
As represented by the Minister of Indian Affairs and Northern Development.

This Agreement refers to this party to the Agreement as the  
**"Government of Canada"**

OF THE FIRST PART

and

**[RECIPIENT NAME]**

This Funding Agreement refers to this party to the Funding Agreement as the  
**"Recipient"**.

OF THE SECOND PART

## Part 1 - The Purpose and Scope of the Agreement

### 1. The purpose of the Agreement

- 1.1 The Recipient wishes to undertake an initiative and receive funds from the Government of Canada to assist with the costs, and agrees to account for the use of all funds provided and the results achieved with these funds.
- 1.2 The Government of Canada wishes to provide funds to support the Recipient's identified objectives for the initiative.
- 1.3 This Agreement describes the rules that apply to the funding being provided for an initiative and the duties of the Recipient and the Government of Canada under this Agreement.

### 2. The parts that make up the Agreement

#### 2.1 "Agreement" means:

1. all the sections of this Agreement;
2. the Annexes that are part of this Agreement:
  - Annex 1 - Definitions of Words and Terms Underlined in the Agreement
  - Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding
  - Annex 3 - Conditions of Payment - DIAND Funding
  - Annex 4 - Payment Plan
  - Annex 5 - Reporting Requirements and Due Dates - DIAND Funding
  - Annex 6 - Additional Information
  - Annex 7 - Project Team Governance Structure
  - Annex 8 - Administrative Agreement
  - Annex 9 - Extra Work Form
  - Annex 10 – Certificate of Insurance
3. any amendments to and notices under this Agreement that are made according to its terms.

### 3. The Scope of the Agreement

- 3.1 This Agreement is the complete agreement between the parties and replaces all previous negotiations, agreements, commitments, written correspondence, and discussions between the Government of Canada and the Recipient about its subject matter.
- 3.2 Notwithstanding the foregoing, the Recipient's bid document dated **[Year, Month, Day]** will be incorporated by reference into this Agreement, provided that both the Government of Canada and the Recipient have agreed on what parts of the bid document are to be incorporated. The Government of Canada and the Recipient shall indicate their agreement to the parts of the bid document to be included by crossing out the and initialing each provision that is not to be incorporated and then indicating in writing on the last page of the bid document that both parties agree that the bid document as amended is to form a part of this Agreement and then shall sign and date the last page.
- 3.3 If there is a conflict between the wording in this Agreement and the wording in the bid document, the wording in this Agreement shall prevail to the extent of any inconsistency.

#### 4. Duration of the Agreement

- 4.1 This Agreement shall commence on the date that the last signature of the parties is applied and shall terminate on [Month, Day, Year], unless terminated earlier or extended by the Government of Canada.

## Part 2 - Government of Canada Funding

#### 5. Government of Canada funding

- 5.1 The Government of Canada will make payments to the Recipient, according to the terms of this Agreement:
- a. for the purpose(s) set out in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding;
  - b. up to the maximum amounts set out in Annex 3 - Conditions of Payment - **DIAND** funding; and
  - c. following the payment schedule in Annex 4 - Payment Plan.
- 5.2 If this Agreement covers more than one fiscal year, Annex 4 - Payment Plan will set out a payment schedule for the first fiscal year and the Government of Canada will, by notice, before each subsequent fiscal year, provide a revised payment schedule for that fiscal year.

#### 6. Funding legislation and federal funding programs

- 6.1 An obligation on the Government of Canada to make a payment under this Agreement is dependent on an appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made, regardless of any other provision in this Agreement.
- 6.2 Any federal department providing funding under this Agreement may change or end the funding when:
- a. the Treasury Board of Canada changes or ends the funding program through which the funding is being provided;
  - b. the Minister presiding over that department changes or ends the funding program through which the funding is being provided; or
  - c. the Parliament of Canada changes the funding levels of that department for the fiscal year in which the funding was to be provided.

#### 7. Funds to be withheld - failure to file required reports

- 7.1 The Government of Canada may withhold funds from the Recipient when the Recipient has not submitted, by the due date, any financial or other report required by this Agreement or by a predecessor funding agreement between the Recipient and a federal department providing funding under this Agreement. The default provisions of this Agreement may also apply.
- 7.2 The Government of Canada will pay the withheld funds to the Recipient within 45 days of the required reports being submitted by the Recipient and accepted by the Government of Canada, subject to the provisions on Overspending (section 16.1) and Overpayments owing to the Government of Canada (section 17.1).

## Part 3 - Recipient Duties

### 8. General Duties

8.1 The Recipient must:

- a. provide each program or service, or carry out each activity, according to the terms in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding, and
- b. track the receipt and use of funds according to the terms in Annex 3 - Conditions of Payment - DIAND funding, and
- c. give notice (section 38, Notices in writing) promptly to any federal department that is providing over \$100,000 funding for an initiative under this Agreement when the Recipient receives funding assistance from any other federal department, or any provincial, territorial, or municipal government for the same initiative. DIAND may require the Recipient to pay back to DIAND any amount of DIAND funding that DIAND considers a duplication of funding from another source.

8.2 The Recipient must implement and maintain conflict of interest guidelines. At a minimum, the conflict of interest guidelines must:

- a. prohibit an employee or representative of the Recipient from benefiting from that position beyond the compensation for being an employee or representative, and
- b. require any employee or representative of the Recipient who is in a conflict of interest relating to a decision to be made by the Recipient to disclose this conflict to the Recipient and then withdraw from the decision-making discussions.

### 9. The use of Government of Canada funds

9.1 The Recipient must use the funds provided by the Government of Canada for the eligible costs of each initiative described in Annex - 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding.

9.2 The Recipient must not loan any of the funds provided by the Government of Canada under this Agreement unless permitted to do so in an annex to this Agreement.

### 10. Record-keeping duties

10.1 The Recipient must keep financial records, including accounts, and non-financial records for each initiative.

10.2 The Recipient must maintain financial records in a way that substantiates the financial reports required under this Agreement. These records must also allow for audit as required by section 25.1 (Financial records to allow for audit).

10.3 The Recipient must store these financial and non-financial records, including all original supporting documentation, for seven (7) years. The seven (7) years start to run on the April 1st that follows the last fiscal year to which a record relates.

### 11. Reporting Duties

11.1 By the reporting due dates set out in Annex 5 - Reporting Requirements and Due Dates - DIAND Funding, the Recipient must provide DIAND with:

- a. the financial reports required by the Reporting Guide for each fiscal year, or part of the year, that is within the time period covered by this Agreement, and

- b. any other required reports including those identified in Annex 5 - Reporting Requirements and Due Dates - DIAND Funding and described in the Reporting Guide or in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding.
- 11.2 The Recipient must also provide any other federal department that is providing funding under this Agreement with all the required reports identified in the annex relating to that funding.
- 11.3 The Recipient may request, in writing to the relevant funding department, **before** the due date, a deadline extension for providing a report required by the Agreement. The written request must explain the circumstances beyond the Recipient's control that prevent the Recipient from meeting the due date. The Government of Canada may agree to an extension and, if it so decides, will provide the Recipient with a written notice setting out the new due date.
- 11.4 The Government of Canada will notify the Recipient that it has received the Recipient's financial report within 30 days of receiving it.
- 11.5 The Recipient must have its yearly financial reports audited by an independent auditor who is recognized in the province or territory in which the Recipient has its administrative offices. The Recipient will notify the Government of Canada, in writing, of the appointment of the auditor at least 2 weeks before the end of the fiscal year being covered by the audited financial reports.
- 11.6 The Recipient must provide its audited yearly financial report to any federal department that is providing funding under this Agreement and requests a copy.
- 11.7 If this Agreement covers more than one fiscal year, DIAND will provide by notice a revised Annex 5 - Reporting Requirements and Due Dates - DIAND Funding for each new fiscal year. The Annex for the previous fiscal year will continue to apply in respect of that fiscal year.

## **12. Recipient accountability for the obligations in this Agreement**

- 12.1 Except with the written consent of the Government of Canada, the Recipient may not assign, delegate, or subcontract any of its obligations under this Agreement and may not transfer funds to an agency to carry out or manage all or part of any initiative funded under this Agreement.
- 12.2 The Recipient warrants that it is competent to perform the activities associated with the initiative and has the necessary skills, knowledge, licenses, and qualifications to perform the activities associated with the initiative.
- 12.3 In performing the activities associated with the initiative, the Recipient shall exercise all the reasonable skill, care and diligence to be expected of an appropriately qualified and competent person experienced in carrying out equivalent activities for initiatives of a similar size, scope, complexity, value and purpose and shall adhere to any practices and procedures developed by professional bodies that govern the types of activities performed by the Recipient.
- 12.4 The Recipient shall comply with all statutes, regulations, by-laws, codes, and guidelines applicable to the initiative and shall consult with the Government of Canada to ensure that any consents, approvals, licenses and permits required for the initiative may be obtained.

## Part 4 - Funding Management

### 13. Timing of payments for eligible costs

13.1 Annex 4 - Payment Plan sets out the amounts and the timing of payments for the Recipient's eligible costs under this Agreement. The Recipient must use the funds provided for the purpose, in the amounts, and during the timeframe detailed in Annex 4.

### 14. Changes in funding needs or timing - no increase in maximum payable

14.1 When the Recipient becomes aware that payments to be made for an initiative according to the schedule in Annex 4 - Payment Plan are no longer accurate and that there is a need for funds sooner or there will be a delay before some funds are required, the Recipient must notify the relevant funding department promptly and propose appropriate amendments to Annex 4. A change in the amount or timing of an advance payment may not increase the overall amount of funding for an initiative.

14.2 The relevant funding department will notify the Recipient of its acceptance or rejection of the proposed adjustment within 30 days. When the funding department agrees to make an adjustment, it will send a Notice of Cash Flow Adjustment to the Recipient and attach the appropriately amended Annex 4.

### 15. Changes in funding affecting the amount payable - adjustment factor

15.1 When the amount of funding to be provided to the Recipient changes according to an adjustment factor set out in Annex 2 - Program, Services, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding, the relevant funding department will send the Recipient a Notice of Budget Adjustment with the appropriately amended Annex 3 and Annex 4 - Payment Plan.

### 16. Overspending - Recipient's responsibility

16.1 The Recipient is responsible for any expenses that the Recipient has incurred for an initiative which are more than the amount of funding provided for eligible costs under this Agreement.

### 17. Overpayments owing to the Government of Canada

17.1 Any amount that the Recipient is required to pay back to the Government of Canada or that the Recipient otherwise owes to the Government of Canada is a debt due to the Government of Canada. The debt becomes payable when the Government of Canada notifies the Recipient of the debt. After giving this notice, the Government of Canada may set off the debt against any amount payable to the Recipient under this Agreement or any other agreement through which a federal department provides funding to the Recipient.

17.2 Without limiting the default (section 18) or termination (section 29) provisions of this Agreement, the Recipient must repay the Government of Canada any overpayment of funds provided to the Recipient according to the provisions in Annex 3 - Conditions of Payment - DIAND funding and Annex 4 - Payment Plan.

17.3 An overpayment may occur, for example, when:

- a. the Recipient did not spend all the funds provided by the Government of Canada;
- b. the Recipient did not spend funds on eligible costs during the fiscal year in which they were allocated to be spent and Annex 3 does not allow any other option;
- c. the Recipient spent funds on an expense that is not an eligible cost; or
- d. the Government of Canada made an overpayment in error.

- 17.4 The Recipient may include payment of the debt due to the Government of Canada with its financial report identifying the overpayment.
- 17.5 The Government of Canada will charge interest on overdue amounts owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188, made under the *Financial Administration Act*.

## Part 5 - Default under this Agreement

### 18. Circumstances of default

- 18.1 The Recipient is in default of this Agreement when:
- a. the Recipient defaults on any of its obligations set out in this Agreement or in any other funding agreement with a federal department providing funding under this Agreement;
  - b. the Recipient's independent auditor gives a disclaimer of opinion or adverse opinion of the financial statements of the Recipient required under this Agreement or under any previous funding agreement between the Recipient and a federal department providing funding under this Agreement which required an independent audit;
  - c. a Minister representing the Government of Canada in this Agreement is of the opinion, after having reviewed the Recipient's financial reports and any other financial information, that the Recipient's financial position puts an initiative at risk, or
  - d. the Recipient becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases operations, or ceases to be a corporation in good standing under the applicable laws of Canada or of a province or territory.

### 19. Commitment to communicate

- 19.1 In the event that the Recipient is in default, the parties will communicate or meet to review the situation.

### 20. Remedies on default

- 20.1 Despite section 19.1, in the event that the Recipient is in default of this Agreement, the Government of Canada may take one or more of the following actions:
- a. require the Recipient to develop and implement a Management Action Plan within 60 calendar days, or within another time agreed to by the parties in writing;
  - b. require the Recipient to seek advisory support from a source and of a type acceptable to the Government of Canada;
  - c. withhold any funds otherwise payable under this Agreement;
  - d. require the Recipient to take any other reasonable action necessary to remedy the default;
  - e. take such other reasonable action as the Government of Canada deems necessary, including any remedies which may be set out by a federal department in an Annex to this Agreement;
  - f. terminate this Agreement, or
  - g. require the Recipient to assign to the Government of Canada, or a party chosen by the Government of Canada, any contract which the Recipient has entered into in connection with this Agreement in order to permit the Government of Canada or a third party to complete the initiative.



20.2 Despite the reference to the Government of Canada in section 20.1, the remedies set out there may be exercised by any one or more of the federal departments providing funding to the Recipient under this Agreement.

## **21. Disclosure of financial records to other departments**

21.1 Without limiting the Government of Canada's right to conduct an audit under section 24 or its options under section 20 (Remedies on default), when the Recipient defaults on an obligation under this Agreement to make a financial report available to a requesting federal department that is providing funding under this Agreement, DIAND may provide the relevant financial reports to that federal department.

21.2 Without limiting the Government of Canada's right to conduct an audit under section 24 or its options under section 20 (Remedies on default), when the Recipient defaults on the obligation under this Agreement to provide the Government of Canada with an independently-audited financial report, the Government of Canada may:

- a. require the Recipient to appoint an independent auditor, recognized in the province or territory in which the Recipient has its administrative offices, to audit the Recipient's financial reports at the Recipient's cost and to deliver the audited financial reports to the Government of Canada within a reasonable time set by the Government of Canada, or
- b. appoint an independent auditor, recognized in the province or territory in which the Recipient has its administrative offices, in which case:
  - (i) the Recipient will provide the auditor appointed by the Government of Canada with full access to its financial accounts and non-financial records and with any other information that the auditor needs to perform the audit, and
  - (ii) the Recipient will reimburse the Government of Canada for all of the audit costs.

## **Part 6 - Information and the publication of information**

### **22. Disclosure of information by the Government of Canada**

22.1 The Government of Canada may make public:

- a. the name of the Recipient;
- b. the amount of funding provided under this Agreement, and
- c. the general nature of each initiative described in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors.

22.2 Section 22.1 does not limit the rights or obligations that the Government of Canada has to disclose information.

### **23. Publicity about funding**

23.1 Either the Government of Canada or the Recipient may propose to the other party a joint public announcement or the development of joint communication materials that recognize the Government of Canada's funding for an initiative under this Agreement. Communication materials may include public events, media releases, interviews, speeches, publications, signage, websites, advertising, and promotional materials.

23.2 The party making the proposal will provide time for the other party to respond in writing before the communication release or event. The party receiving the proposal will respond as soon as reasonably possible to facilitate attendance and to allow for the timely production and distribution of the communication material.

## Part 7 - Government of Canada audit and evaluation

### 24. Government of Canada right to audit and evaluate

- 24.1 Any federal department that provides funding under this Agreement, individually or with any other federal department that provides funding under this Agreement, may:
- a. audit the records of the Recipient or any agency to assess compliance with this Agreement or to confirm the integrity of any information reported to the Government of Canada under this Agreement, or
  - b. audit or evaluate the Recipient's management and financial control practices in relation to this Agreement or the effectiveness of any or all of the initiatives funded under this Agreement, including initiatives managed or carried out, in whole or in part, by an agency on behalf of the Recipient.
- 24.2 The Government of Canada will decide on the number, scope, coverage, and timing of any audit(s) or evaluation(s).
- 24.3 An audit or evaluation may be carried out by one or more auditors or evaluators employed by or on contract to the Government of Canada.
- 24.4 When an audit or evaluation under this section takes place, the Recipient must cooperate in the conduct of the audit or evaluation and, upon request, assist the auditor(s) or evaluator(s) and provide them with the information that they require including by:
- a. providing them with:
    - (i) access to all records relating to this Agreement and to the funding provided under this Agreement, including all original supporting documents, and
    - (ii) any other information that they may require with respect to these records
  - b. allowing them to inspect these records;
  - c. allowing them to make copies or extracts of these records unless that is prohibited by law;
  - d. providing them with records maintained under any previous agreement by which the Government of Canada provided funding to the Recipient and which, in the opinion of the auditors or evaluators, may be relevant to the audit or evaluation;
  - e. providing them with access to the Recipient's premises, and
  - f. in the case of an audit,
    - (i) directing anyone who has provided the Recipient with accounting or record-keeping services to provide copies of those accounts and other records to the auditor(s), and
    - (ii) giving consent to the independent auditor(s), who audited a recipient's financial reports under section 11.5 or section 21.2(a), to allow the Government of Canada auditor(s) access to the working papers that support the independent auditor(s)'s opinion or disclaimer of opinion.
- 24.5 This section on audit and evaluation does not limit the Recipient's obligation to have financial reports audited under section 11.5 or Canada's right under section 21.2 to appoint an independent auditor or to require the Recipient to do so.
- 24.6 The audit and evaluation opportunities that this section gives to any federal department that provided funding under this Agreement and the duties that it imposes on the Recipient continue for 7 years after the termination or expiry of the Agreement.

### 25. Financial records to allow for audit

- 25.1 The Recipient must maintain financial records, including accounting documentation, regarding all funding provided by the Government of Canada in a way that will allow for audit.

## Part 8 - Legal considerations

### 26. Relationship between the Recipient and the Government of Canada

- 26.1 This Agreement does not and is not intended to create an agency, association, employer-employee, or joint venture relationship between the Recipient and the Government of Canada. The Recipient may not suggest that it does.
- 26.2 Joint and Several Liability - If the Recipient is a partnership or joint venture, each legal entity that is a member or becomes a member of the partnership or joint venture, or its successors, is and continues to be jointly and severally liable for the performance of the activities and all the covenants of the Recipient pursuant to this Agreement, whether or not that entity continues to be a member of the partnership, joint venture or its successor.

### 27. Amendments to this Agreement

- 27.1 This Agreement may only be amended by a written agreement signed by the Government of Canada and the Recipient. Except, the Government of Canada may amend this Agreement without the agreement of the Recipient when it makes a change to:
- a. extend a reporting due date under section 11.3;
  - b. funding under section 6.1 and 6.2;
  - c. the Payment Plan by a Notice of Cash Flow Adjustment (section 14.2);
  - d. an amount of funding by a Notice of Budget Adjustment (section 15.1);
  - e. incorporate into this Agreement to the scope of work agreed on between the Recipient and any of its contractors or to incorporate into this Agreement any other document agreed on between the Recipient and its contractors; or
  - f. extend the term of this Agreement beyond the date specified in section 4.1 Duration of the Agreement.

### 28. Dispute resolution

- 28.1 The parties agree to attempt to resolve disputes with respect to this Agreement through negotiation or another appropriate dispute resolution process, except that a dispute resolution process will not be used regarding:
1. a Recipient budget decision made in accordance with this Agreement;
  2. the amount of funding provided under this Agreement; and
  3. a Government of Canada audit or evaluation.
- 28.2 Using negotiation or another dispute resolution process will not suspend or delay a Government of Canada decision that the Recipient is in default or any action taken by the Government of Canada under section 6 (Funding legislation and federal funding programs) or section 20 (Remedies on default).
- 28.3 In the event that the parties are unable to resolve the dispute through negotiation and agree to use mediation, the Government of Canada and the Recipient will share the costs of mediation equally. The Recipient must not use funds provided under the Agreement to cover any mediation costs.
- 28.4 No one may use any information from discussions, meeting notes, offers of settlement, or other oral or written communications from a dispute resolution process in any legal proceedings unless the law requires it. This restriction does not apply to information or communications that would have been admissible or subject to discovery rules in a legal proceeding if the dispute resolution process had not taken place.

## 29. Termination of the Agreement

- 29.1 Without limiting section 6 (Funding legislation and federal funding programs) or section 20 (Remedies on default), a party wishing to terminate this Agreement must communicate its intentions to the other party. The parties must:
1. try to resolve any dispute following the process in section 28, when applicable, and
  2. agree to a winding up timeframe that will not jeopardize the initiative(s).
- 29.2 Once the requirements of section 29.1 have been met, the party wishing to terminate the Agreement under that section must give the other party at least 60 days written notice. The notice must include the reason for its decision to terminate the Agreement.
- 29.3 In the case of the termination of this Agreement, including termination under section 20 (Remedies on default):
- a. the Recipient must provide the Government of Canada with the financial reports required under section 11 (Reporting duties) within 120 days of the termination date of this Agreement; and
  - b. the Recipient must return to the Government of Canada any funds provided under this Agreement that were unspent by its termination date and must repay any debts owed to the Government of Canada under this Agreement as required by section 17 (Overpayments owing to the Government of Canada).
  - c. unless the Government of Canada and the Recipient agree otherwise in writing, the Government of Canada will pay any amount it owes the Recipient under this Agreement up to its termination date or may set off any amount owed to the Recipient against any amount the Recipient owes it under this Agreement or under any other funding agreement between the Recipient and the Government of Canada.
- 29.4 This section survives the termination or expiry of this Agreement.

## 30. Obligations that continue after the Agreement ends

- 30.1 In addition to the sections which specifically state that the section continues to apply after the termination or expiry of the Agreement, the obligations in the following sections also survive the termination or expiry of this Agreement:
- a. section 10, Record-keeping duties;
  - b. section 11, Reporting duties;
  - c. section 12, Recipient accountability for obligations in the Agreement;
  - d. section 16, Overspending;
  - e. section 17, Overpayments owing to the Government of Canada;
  - f. section 21, Disclosure of financial records to other government departments;
  - g. section 22, Disclosure of information by the Government of Canada;
  - h. section 23, Publicity about funding, and
  - i. section 25, Financial records to allow for audit.
  - j. section 32, Right to indemnity, protection from liability, and
  - k. any warranties set out in Annex 2 – Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding.

## 31. Written waiver required

- 31.1 A party's waiver in relation to this Agreement is only valid when that party has put the waiver in writing.

31.2 A party does not lose a right to take action under this Agreement because it waived its right to act on a previous occasion.

### **32. Right to indemnity, protection from liability**

32.1 The Recipient will indemnify the Government of Canada, its Ministers, officers, employees, servants, agents, successors, and assigns from any claims, liabilities, and demands arising directly or indirectly from:

- a. any act, omission, or negligence of the Recipient or any agency acting for the Recipient;
- b. any breach of this Agreement by the Recipient, or
- c. the fulfillment, in whole or in part, or the non-fulfillment of any of the Recipient's obligations under this Agreement.

32.2 The Recipient will not hold the Government of Canada liable for any losses it may experience from any claims, liabilities, and demands that may arise as a result of the Recipient, or any agency acting for the Recipient, entering into any loan, capital lease, or other long-term obligation.

32.3 The right to indemnity and the liability protection this section provides to the Government of Canada continues after the end of this Agreement.

### **33. Insurance**

33.1 The Recipient must maintain at least the minimum insurance coverage described in Annex 2 - Program, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND Funding.

### **34. Legislation and government documents**

34.1 In this Agreement, a reference to federal legislation means the federal legislation in force at the time of the signing of this Agreement and includes any subsequent amendments to it. A reference to Government of Canada documents means the Government of Canada documents available at the time of the signing of this Agreement and their replacements.

34.2 DIAND will publish a Reporting Guide for each fiscal year before the fiscal year begins. DIAND may amend a Reporting Guide during the fiscal year only if the amendment arises from a requirement of the Treasury Board of Canada. DIAND will promptly inform the Recipient of any such amendment.

34.3 The laws of Canada and the laws of the Province of Manitoba will govern the interpretation of the Funding Agreement.

### **35. Definitions**

35.1 Words and terms that have a special meaning in the Agreement are underlined and defined in Annex 1 - Definitions of the Words and Terms that are underlined in the Funding Agreement.

### **36. Aids to usability**

36.1 The Table of Contents, section headings, and Index are not part of this Agreement and are not to be used to interpret this Agreement. They are in place to help the reader to find topics more easily.

### 37. Effect of the Agreement on the parties

37.1 This Agreement is binding on the Recipient and the Government of Canada, and their respective administrators and successors.

## Part 9 - Notices

### 38. Notices in writing

38.1 When this Agreement requires one party to give the other party a notice, request, or direction, it must be in writing, and addressed as indicated in this section.

38.2 The notice may be delivered in one of the following ways with the date of the notice being as indicated:

- a. by personal delivery in which case the date of the notice will be the date on which it was delivered;
- b. by registered mail or courier, in which case the date of the notice is the date the addressee party acknowledged receipt of the notice;
- c. by facsimile or electronic mail, in which case the date of the notice is the date upon which the notice was transmitted and its receipt by the other party can be confirmed.

38.3 Either party may change the address information in this Agreement by providing notice to the other party.

38.4 For the purpose of this Agreement, a notice is to be addressed to:

- a. the Recipient at: [\[add contact information, including e-mail address\]](#), and
- b. DIAND at: [\[add contact information, including e-mail address\]](#).

## Part 10 - Warranties and conditions required on signing the Agreement

### 39. Recipient warranties

39.1 The Recipient warrants that any person lobbying on its behalf is registered as required by the *Lobbying Act*.

39.2 The Recipient warrants that no member of the House of Commons or the Senate of Canada will have a share or part of any benefit arising from this Agreement that is not also available to the general public.

39.3 The Recipient warrants that no individual to whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Sector*, the *Values and Ethics Code for the Public Service*, the *Policy on Conflict of Interest and Post-Employment*, or the values and ethics code of any Federal Department apply will derive any benefit from this Agreement unless the individual is in compliance with all the applicable post-employment provisions.

39.4 The Recipient warrants that it is a corporation in good standing under the applicable laws of Canada or of a province or territory and that it will remain in good standing during this Agreement.

## Part 11 - Execution

Signed on the \_\_\_\_ day of \_\_\_\_\_ 2017, by:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development**

Per: \_\_\_\_\_

Name:

Title:

Signed on \_\_\_\_ day of \_\_\_\_\_ 2017, by:

**[INSERT NAME OF RECIPIENT]**

Per: \_\_\_\_\_

Name:

Title:

I have the authority to bind the corporation.

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# ANNEXES

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### **Annex 1 - Definitions of Words and Terms underlined in the Funding Agreement**

In this Agreement, unless otherwise stated, the following words and terms have the noted meaning:

|  |  |
|--|--|
| <b>Agency</b>  | An authority, board, committee, or other entity that the Recipient has authorized to act on its behalf as allowed by this Agreement.   |
| <b>Adjustment factor</b>                               | A pre-determined factor, set out in Annex 2 - Program, Services, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors</u> , which recognizes a cost component which is unknown to the parties at the time of signing the Agreement and which may affect the amount of funding for an <u>initiative</u> .  |
| <b>Capital asset</b>                                   | A tangible item that is purchased, constructed, developed, or otherwise acquired and: <ul style="list-style-type: none"> <li>a. is held for use in the production or supply of goods or the delivery of services, or to produce business outputs</li> <li>b. is intended to be used on a continuing basis</li> <li>c. has a useful life that extends beyond the Recipient's <u>fiscal year</u>, and</li> <li>d. is not intended for resale in the ordinary course of operations.</li> </ul>  |
| <b>Capital costs</b>                                   | The reasonable and direct costs of design, acquisition, construction, expansion, modification, conversion, transportation, installation, and insurance during construction of a <u>capital asset</u> , as well as the cost of licensing and franchising fees, incurred by a Recipient.   |
| <b>Cashflow</b>  | Periodic payments that <u>DIAND</u> makes to the Recipient on behalf of the Government of Canada in accordance with the schedule in Annex 4 - Payment Plan.  |
| <b>Certificate of completion (Final)</b>               | Certificate issued to the Design-Builder when the materials have been supplied and the services completed, when the price of completion or correction of known defects is not more than \$1,000.   |
| <b>Certificate of substantial completion (Interim)</b> | Certificate issued to the Design-Builder when the work performed under the contract is capable of completion and is ready for use or being used for the purposes intended, and when completion or correction of known defects are at a cost not more than: <ul style="list-style-type: none"> <li>a. 3 per cent of the first \$250,000 of the contract price</li> <li>b. 2 per cent of the next \$250,000 of the contract price</li> <li>c. 1 per cent of the remaining balance.</li> </ul> <p>The term "Certificate of Interim Performance" can also be used, and refers to the document which indicates that the Work is ready for the purpose intended.</p> |
| <b>Community Coordinator</b>                           | The individual selected and retained by each First Nations to optimize communications between the First Nation and the other Parties and to act as a primary conduit of information to the First Nation from the other Parties.  |

|  |   |
|--|---|
| <b>Contribution</b>                      | Funding under this Agreement. Under <u>contribution</u> funding: <ul style="list-style-type: none"> <li>- all payments made by the Government of Canada must match the eligible costs incurred by the Recipient and accounted for as required by this Agreement</li> <li>- unexpended funds must be repaid to the Government of Canada unless otherwise specified in the Agreement, and</li> <li>- payments received and used for non-eligible costs, must be repaid to the Government of Canada.</li> </ul>  |
| <b>Delivery requirements</b>             | The description of an <u>initiative</u> and its expected outcomes set out as part of this Agreement in Annex 2 - Program, Service, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors - DIAND</u> Funding  |
| <b>Departmental representative</b>       | The Project Lead (Senior engineer EID) as listed in Annex 7.  |
| <b>Design-Builder</b>                    | The entity which is solely responsible for the design, organization and supervision of construction, and methods, techniques sequences and procedures with respect to the Project. Based on the outcome of the procurement process, the Design-Builder may, or may not, be the same for the four Projects.  |
| <b>DIAND</b>                             | Department of Indian Affairs and Northern Development which is also known as Indigenous and Northern Affairs Canada or INAC.  |
| <b>Eligible costs</b>                    | Reasonable expenses to support an <u>initiative</u> according to the requirements of that <u>initiative</u> as set out in Annex2 - Program, Service, and Activity Delivery Requirements and <u>Adjustment Factors - DIAND</u> Funding<br><br>For example, "eligible costs" may include <u>capital costs</u> , costs of related infrastructure development, costs of shares and assets, operating costs, marketing costs, costs of engaging consultants and other qualified professionals, and costs associated with providing financial and business services |
| <b>Enhanced Commissioning Authority</b>  | The entity which will be responsible to coordinate with the Project Manager, the First Nations, the Design-Builder(s), and all other entities associated with the design and construction of the Project, as needed, to ensure all building equipment and building systems are operating at optimal levels of performance.  |
| <b>Financial Account Manager</b>         | The person which acts as a joint bank account holder and signing authority with each First Nation.  |
| <b>First Nations Project Coordinator</b> | The individual retained by the First Nations who will work with the Project Manager by providing support services to the First Nations to ensure that the Project is completed within the proposed scope, budget and schedule on their behalf.  |
| <b>Fiscal year</b>                       | Unless otherwise stated, "fiscal year" is the Government of Canada's fiscal year which is the one-year period beginning on April 1 of one calendar year and ending on March 31 of the next calendar year.   |

|   |   |
|---|---|
| <b>Funding Agreement Authority</b>      | <u>DIAND</u> is responsible for the management of the Funding Agreement, and any changes to the Funding Agreement must be authorized in writing by its official representative.   |
| <b>Initiative</b>                       | A program, service, or activity described in Annex 2 - Program, Service, and Activity <u>Delivery Requirements</u> an <u>Adjustment Factors - DIAND</u> Funding.  |
| <b>Management Action Plan</b>           | A plan developed by the Recipient and acceptable to <u>DIAND</u> , and any amendments to the plan developed by the Recipient and acceptable to <u>DIAND</u> , that sets out the measures the Recipient will take to remedy a default under this Agreement.  |
| <b>Notice of Budget Adjustment</b>      | A notice that the Government of Canada sends to the Recipient that changes a funding amount in accordance with an <u>adjustment factor</u> in Annex 2 - Program, Service, and Activity <u>Delivery Requirements</u> and <u>Adjustment Factors - DIAND</u> Funding.  |
| <b>Payment Certifier</b>                | The person or entity responsible for the issuance of certificates for payment.  |
| <b>Project Authority</b>                | The official representative of <u>DIAND</u> responsible for all matters concerning the technical content of the Work under the Funding Agreement.   |
| <b>Project Implementation Committee</b> | The group which provides strategic guidance and expert advice to <u>DIAND</u> and the Project Manager, and whose permanent members are <u>DIAND</u> , the Project Manager, the First Nations Project Coordinator and the Design-Builder(s), and which can include as members such other entities as the permanent members deemed appropriate. |
| <b>Project Manager</b>                  | The Recipient, who is responsible for accomplishing the project objectives by providing project management services in the planning and execution of the initiative to the Project Implementation Committee.  |
| <b>Project Team</b>                     | The members of the Project Implementation Committee and the Design-Builder  |
| <b>Proposal Review Sub-committee</b>    | The group responsible of reviewing the proposals received as part of each specific Request for Qualifications and/or Request for Proposals, and recommending contract awards.   |
| <b>Reporting Guide</b>                  | A <u>document</u> published by <u>DIAND</u> , for each fiscal year, that describes the content of the reports that the Recipient must submit to <u>DIAND</u> with regards to the activities funded under this Agreement and that describes the content of the financial and related reports that the Recipient must submit to <u>DIAND</u> .  |
| <b>Set off (a debt)</b>                 | An approach to the payment of a debt when both parties owe each other money. The amount owing to one is reduced by the amount owing to the other. For example, A owes B \$1000 and B owes A \$1500. The set off approach allows A to discharge the debt to B leaving B owing A \$500.   |

## **Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding**

### **Section 1: Statement of Work for Project Management Services**

#### **1.0 Background**

##### **1.1 General Information**

The Government of Canada's overarching goal is to provide First Nation students with quality education that provides them with the opportunity to acquire the skills needed to enter the labour market and be full participants in a strong Canadian economy. This goal is supported by the supply of facilities which accommodate the needs and students and teachers.

The four First Nation communities who will be the recipients of the new schools and related infrastructure have several objectives they intend to achieve with this investment in their communities. The objectives for the schools are summarized as follows:

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

It is essential that the schools are designed for northern climates and are designed to minimize maintenance costs over their life span. In addition, the designs will make use of standard designs for two components:

- a. The school's core components containing at a minimum the administration, gymnasium and cafeteria/kitchen, staff room, library/resources center and certain classrooms; and
- b. The building's exterior envelope consisting of floor, wall and roof components that offer a balance of performance and low initial and continuing maintenance and repair costs.

##### **1.2 Project Sites**

Four remote First Nations have been working directly with DIAND to explore innovative options to build schools in their communities without delay while also demonstrating value for money. These communities are located in northern Manitoba with only Bloodvein River having an all-season road and the other 3 communities accessible by Winter Roads (Little Grand Rapids, Pauingassi and Poplar River); or also by barge during the summer months in the case of Poplar River. Airports are located in the communities of Poplar River FN, Little Grand Rapids FN and Bloodvein River FN. Pauingassi FN uses the airport located in Little Grand Rapids FN and uses boat during the summer months, winter road during the winter months and helicopter during the transitional months between the communities.

In summary:

|                          |                  | Bloodvein River First Nation  | Little Grand Rapids First Nation | Pauingassi First Nation | Poplar River First Nation |
|--------------------------|------------------|---|----------------------------------|-------------------------|---------------------------|
| Education Infrastructure | Scope            | New K4 to G9 school   | New K4 to G12 school             | School Renovation       | New K4 to G12 school      |
|                          | Design Enrolment | 179 students  | 294 students                     | 95 students             | 360 students              |
|                          | Source of Funds  | Education Infrastructure Fund Budget 2014 & Budget 2016   |                                  |                         |                           |
|                          | Schedule         | <ul style="list-style-type: none"> <li>• Project Approval (RO-SMC) – June 2017</li> <li>• Project Design/Construction – 2018 through 2020</li> <li>• School opening – 2020</li> </ul> |                                  |                         |                           |

## 2.0 Implementation Strategy

### 2.1 First Nations

The First Nations are represented by the First Nations Project Coordinator who is responsible for coordinating with the First Nation owners. To ensure the continuity of information and the sharing of requirements and design direction, the Design-Builder will work through the Project Manager and the First Nation Project Coordinator.

### 2.2 Project Team

The DIAND Project Lead assigned to the Lake Winnipeg Schools Bundle is the Departmental Representative (DR), and has overall responsibility for the Projects. The Projects will be managed in partnership with the First Nations as per the project team governance structure in Annex 7.

### 2.3 Design and Construction

#### Education Infrastructure

Once a Project Manager is chosen through a competitive process, the Project Manager, termed the 'Recipient', will be required to enter into a funding agreement with the Government of Canada.

The First Nations Project Coordinator (under a separate agreement) will contract the services of a Design-Builder for each Project through a publically advertised two-stage Request for Qualification (RFQ) and Request for Proposal (RFP) process that will have been coordinated by the Project Manager. The Design-Builder may, or may not, be the same for each Project.

The RFP documents will incorporate a provision for the identification of local content to maximize employment opportunities for the participating First Nation members.

The RFP will be drafted as two separate costing packages for which Design-Build proponents may choose to provide a proposal for either community individually or for the four communities as a bundle.

The Project Manager will administer the RFP process with the final approval coming from the Project Team. This will include the preparation of RFP documents using DIAND provided templates, preparation of the invitation to the shortlisted Design-Build Firms, receiving and analyzing proposals, and making a recommendation of award of the DB contracts to the Project Team and Chief and Council of each community.

Once a decision is reached with regards to the successful firm(s), the First Nations Project Coordinator will issue Contract Award letters (one per community) and ensure the execution of the contracts.

#### Supporting Community Infrastructure

Concurrently, the First Nations Project Coordinator will contract and manage services to complete a community infrastructure gap analysis study which includes a teacherages needs assessment for each community to define the exact scope of work required to ensure the new schools are fully operational, and identify the best delivery methodology(ies). Should there be any off-site supporting work identified from these studies, the design/construction work may be added to the Project Manager's mandate to coordinate the execution and amended to the agreement under Extra Work.

#### 2.4 Cost

The construction cost and site preparation estimates are attached as Annex 6 provide an indication of the amount of work required of the Project Manager.

#### 2.5 Project Schedule

The schedule in section 5.0 below, lists most, but not all, tasks which will be required during the course of this project. During construction, the monthly meetings are to be held on each construction site.

### **3.0 Project Description**

The Government of Canada is committed to supporting First Nations in the planning, acquisition, design and construction of capital assets that include infrastructure and housing as well as the management (i.e. maintenance, operation and monitoring) of these assets.

In this regard, DIAND assists First Nations with the delivery of school projects; which take into account the following:

- Use of updated DIAND School Space Accommodation Standards (SSAS)<sup>d</sup>, including core school design (which includes functional and service spaces as well as gathering areas) sized to accommodate projected student enrolment at the fifth year of occupancy (ie. design year) and with classrooms built to occupancy (ie. school year);
- Inclusion of the standard building envelope approach for new school projects;
- Partnership approach with First Nations and a joint project management structure;
- Bundled procurement of Project manager standard Request for Proposals;
- Incorporation of an Administrative Agreement to ensure clear accountabilities between all parties;
- Enhanced reporting requirements; and
- Improved methodology for risk assessment and management.

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<sup>d</sup> SSAS: <https://www.aadnc-aandc.gc.ca/eng/1326828445933/1326828547622>

### 3.1 Bloodvein River First Nation

Bloodvein River First Nation is located 210 kilometres by air north of Winnipeg on the 1,625 hectare Bloodvein River Indian Reserve No. 12. The community is on three kilometres of shoreline on the east side of Lake Winnipeg north of the Bloodvein River. The community maintains a 915 metre gravel airstrip and is connected to southern Manitoba by a recently completed section of the all-weather East Side Road. The nearest regional service centre is Pine Falls, located 200 km distance by road. Winnipeg is the primary regional service centre is located 300 km away by road.

A pre-design study report was completed in November 2016, and recommend that a new K4 to Grade 9 school be constructed in the community with the following characteristics to replace the existing facility:

- Design occupancy of 179 students for projected design year of 2023/24;
- Maximum gross floor area allowance of 2,419.7 sq.m. as per approved SSAS application;
- Complete furniture fit up;
- Complete IT fit up (computers and smart boards); and
- Public address and security system complete with cameras.

The following component list is provided for information and could be modified by the Funding Agreement Authority, if and as required:

| Room Functions                                      | Proposed Net Area<br>m <sup>2</sup> | Design Year 2023/24 |                |
|---|-------------------------------------|---------------------|----------------|
|   |                                     | Quantity            | m <sup>2</sup> |
| Kindergarten  | 100                                 | 1                   | 100            |
| Grades 1-9 Classrooms                               | 69.1                                | 4                   | 276.4          |
| Gymnasium   | 335                                 | 1                   | 335            |
| Gym Support   | 55                                  | 1                   | 55             |
| Gym Stage/Multipurpose                              | 56                                  | 1                   | 56             |
| Library / Ojibway Language                          | 97                                  | 1                   | 97             |
| Special Education/Resource                          | 35                                  | 1                   | 35             |
| Computer Server Room                                | 5                                   | 1                   | 5              |
| Counselling Office                                  | 15                                  | 1                   | 15             |
| Administration Offices                              | 28                                  | 1                   | 28             |
| Staff Room  | 30                                  | 1                   | 30             |
| Health & Specialists Room                           | 25                                  | 1                   | 25             |
| Cafeteria   | 60                                  | 1                   | 60             |
| Kitchen/Servery                                     | 10                                  | 1                   | 10             |
| Education Storage                                   | 35                                  | 1                   | 35             |
| <b>Total Net Area</b>                               |                                     |                     | 1,162          |
| <b>Circulation, Walls, Toilets, Janitorial, M/E</b> |                                     |                     | 452            |
| <b>Total Gross Floor Area (sq.m.)</b>               |                                     |                     | <b>1,614</b>   |

A maximum net to gross area of 75% creates the space required for washrooms, corridors, vestibules, mechanical, electrical and telecommunication areas, custodial and maintenance areas and other spaces required to ensure the health and safety of the building's users and the efficient operations of the school.

The construction of the new school will not require temporary relocation of students. Demolition and disposal of the existing school facility is required once the new school is completed, and students/staff have moved.

The recommended school site for the new school is located on the existing school property and at just over 2 hectares, the site is constrained by the Community Arena to the west, wet ground and the airstrip to the east, a bus garage and Head Start building as well as 9 teacherages to the north, and bedrock and wet ground to the south. There are houses and other structures to the southwest along the main community road. A gravel road off the main road provides access to existing school, the teacherages and the Community Arena west of the school. However, the area is sufficiently large that a new school can be constructed while not impacting the existing school. In addition to the new school building, the Bloodvein River school project includes on-site site development and required infrastructure as follow:

Proposed features include:

- A soccer/football/native games field with grass surfacing and soccer/football goalposts;
- Trails to the teacherages area and arena, as well as to the basketball and fire pit areas;
- A basketball half-court, with concrete or asphalt surfacing and painted lines, as well as full height basketball post and net;
- Playground areas including: a fenced Nursery and Kindergarten/Grade 1 Play Area with Early Childhood playground equipment, and separate play area for students in Grades 2-4 and Grades 5-8, each complete with playground equipment incorporating 5 features (such as a swing set, slide, climbing bar, ladder, tube, etc.);
- A fire pit area with rocks containing the fire pit and additional boulders and benches for seating, as well as three picnic tables;
- A new storage shed at 60 m<sup>2</sup>, and
- Demolition of existing school and abandoned houses after construction of new school.

Concurrently, the First Nations Project Coordinator will contract and manage services to complete a community infrastructure gap analysis study which includes a teacherages needs assessment for each community to define the exact scope of work required to ensure the new schools are fully operational, and identify the best delivery methodology(ies). Should there be any off-site supporting work identified from these studies, the design/construction work may be added to the Project Manager's mandate to coordinate the execution and amended to the agreement under Extra Work.

### 3.2 Little Grand Rapids First Nation

Little Grand Rapids First Nation is a Zone 4 remote community located 268 kilometres north of Winnipeg on the shoreline of Family Lake near the Manitoba-Ontario border. The Reserve extends along an 8 kilometre stretch of lake shore. The community maintains a 915 metre long airstrip with scheduled flights daily. Access from the airport to the community is by boat in summer and skidoo in winter. There is also a connection to a winter ice road for material delivery. During spring break-up and winter freeze-up there is helicopter service from the airstrip to the main community area. The nearest regional service centre is by air and it is Winnipeg.

Zone 4 – Special Access acknowledges that the community has no year round road access to the nearest service centre and, as a result, experiences a higher cost of transportation. Access to the community is by air year-round with winter road access for bulk material and fuel delivery.

A pre-design study report was completed in November 2016, and recommend that a new K4 to Grade 12 school facility be constructed in the community with the following characteristics to replace the existing temporary structure:

- Design occupancy of 318 students for projected design year of 2023/24;
- Maximum gross floor area allowance of 4,092.3 sq.m. as per approved SSAS application;



- Complete furniture fit up;
- Complete IT fit up (computers and smart boards); and
- Public address and security system complete with cameras.

The construction of the new school will not require temporary relocation of students. Once the new facility is completed, the current school (2,068 m<sup>2</sup>) will need to be demolished.

The following component list is provided for information and could be modified by the Funding Agreement Authority, if and as required:

1. A 1.5 m wide hard-surfaced apron around the school draining away from the structure;
2. A soccer/football/native games field with grass surfacing and soccer/football goalposts;
3. Trails around the soccer field for circuit training, with a connection to the school;
4. A basketball court, with concrete or asphalt surfacing and line painting, as well as full-height basketball posts and nets;
5. Playground areas including: a fenced Nursery and Kindergarten/Grade 1 Play Area with Early Childhood playground equipment, and separate play area for students in Grades 2-4 and Grades 5-8, each complete with playground equipment incorporating 5 features (such as a swing set, slide, climbing bar, ladder, tube, etc.); and
6. A fire pit area with a circle of rocks containing the fire pit, as well as additional boulders and benches for seating, as well as three picnic tables.

| Facility   | Rooms | Proposed                   |
|--|-------|----------------------------|
|  | Qty.  | Net Area<br>m <sup>2</sup> |
| Kindergarten Rooms   | 2     | 201.6                      |
| Grades 1-6 Classrooms  | 7     | 483.7                      |
| Grades 7-12 Classrooms   | 4     | 276.4                      |
| Science Room (HS Classroom)  | 1     | 110.0                      |
| Native Culture Room  | 1     | 80.0                       |
| Art Room   | 1     | 100.0                      |
| Music/Multi-purpose Room   | 1     | 100.0                      |
| Home Economics Room  | 1     | 172.0                      |
| Industrial Arts Room   | 1     | 207.0                      |
| Library & Computer Room  | 1     | 140.0                      |
| Special Education/Resource Rooms                                     | 2     | 70.0                       |
| Counselling Offices  | 2     | 20.0                       |
| Gymnasium/Auditorium   | 1     | 445.0                      |
| Fitness Room (or Stage)  | 1     | 70.0                       |
| Gym Support (Storage, Office, etc.)                                  | 1     | 115.0                      |
| Administration Offices   | 1     | 40.0                       |
| Staff Room   | 1     | 65.0                       |
| Health Room / Specialists Office                                     | 1     | 20.0                       |
| Cafeteria & Kitchen  | 1     | 165.0                      |
| Education Storage  | 1     | 121.0                      |
| <b>Total Net Area</b>  |       | <b>3001.7</b>              |
| Net/Gross  |       | 0.8                        |
| <b>Gross Floor Area (estimated, 2019)</b>                            |       | <b>4002.3</b>              |
| Additional Self-contained Classroom<br>required by 2024 - Gross Area | 1     | 90.0                       |
| <b>Total Gross Area</b>  |       | <b>4092.3</b>              |

A maximum net to gross area of 75% creates the space required for student washrooms, corridors, vestibules, mechanical, electrical and telecommunication areas, custodial and maintenance areas and other spaces required to ensure the health and safety of the building's users and the efficient operations of the school.

The recommended site for the new school is a 6.5 hectare (16 acre) site that is central to the community, close to the Nursing Station, the Band Office and close to the existing teacherages and community dock.

Little Grand Rapids has cleared and leveled part of the new site. An access road is in place and water and wastewater servicing is located nearby along the main community road. The site is on higher ground than the existing school site, which is level, generally well drained and surrounded by forest. There are some construction materials on site and it has been used for storage of large equipment. It was noted that an Environmental Assessment was completed within the last two years as well as soil remediation.

Areas to the south and southeast of the proposed school site have but the areas intended to be cleared for development are predominantly drier with mixed wood and deciduous trees. Slopes down to the main community road have dense coniferous tree cover.

In addition to the new school building, the Little Grand Rapids school project includes on-site site development and required infrastructure as follow:

- Site clearing, grading and fill;
- On-site water distribution works and sewage collection works;
- Site drainage, culverts, ditching and swales;
- Site vehicular access, roads, parking areas and bus drop off loop;
- Walkways, curbs, etc.;
- A 1.5 m wide hard-surfaced apron around the school draining away from the structure.
- A soccer/football/native games field with grass surfacing and soccer/football goalposts.
- Trails around the soccer field for circuit training, with a connection to the school.
- A basketball court, with concrete or asphalt surfacing and line painting, as well as full-height basketball posts and nets.
- Playground areas including: a fenced Nursery and Kindergarten/Grade 1 Play Area with Early Childhood playground equipment, and separate play area for students in Grades 2-4 and Grades 5-8, each complete with playground equipment incorporating 5 features (such as a swing set, slide, climbing bar, ladder, tube, etc.)
- A fire pit area with a circle of rocks containing the fire pit, as well as additional boulders and benches for seating, as well as three picnic tables.
- Hard surface multi-purpose play area (e.g. hockey rink, basketball, tennis court – to be chosen by the community);
- Soft surface multi-purpose play area (e.g. baseball diamond, softball diamond, half of a soccer/football pitch – to be chosen by the community);
- Landscaping features;
- Site lighting (on building, parking and hard surface multi-purpose play areas only);
- Final grading, topsoil and seeding or other softscaping features; and
- New 60 sq. m. storage structure.

Concurrently, the First Nations Project Coordinator will contract and manage services to complete a community infrastructure gap analysis study which includes a teacherages needs assessment for each community to define the exact scope of work required to ensure the new schools are fully operational, and identify the best delivery methodology(ies). Should there be any off-site supporting work identified from these studies, the design/construction work may be added to the Project Manager's mandate to coordinate the execution and amended to the agreement under Extra Work.

### 3.3 Pauingassi First Nation

Pauingassi First Nation is a Zone 4 remote community located on a peninsula jutting into Fishing Lake, a tributary of Berens River. The community is located 280 kilometers northeast of Winnipeg and is accessible only by float or ski plane or by boat or snow machine from Little Grand Rapids, 16 kilometers to the south, or by winter road.

The existing school is centrally located in the main area of the community, close to the float plane landing dock. It was constructed on a 2 hectare site in 2003 to replace a school destroyed by fire. The school provides facilities for K4 to Grade 10. The school and 12 teacherages are located on reserve land. A large baseball diamond located close to the Northern Store is sometimes used by the school (older

grades) as well as the community. The Community uses the school – particularly the Gym – as their main gathering place. It could also be used as an emergency shelter.

The recommended school building and site option includes making minor adjustments to the existing Home Economics Room to create a school Lunch Room and small non-commercial kitchen. The school building apron will be reconstructed to obtain positive drainage at 2% away from the foundation. The school yard would expand to the east of the school to accommodate a soccer/native games field in the area of the current bus loop. In addition, the existing hockey rink, playground and basketball facilities will be upgraded. Creating the new field would also require relocation of the existing bus loop and parking to the southwest corner of the school. The approach would avoid major renovations unless additional structural concerns were identified and would focus on missing exterior facilities.

The successful Project Management bidder will be required to review the previous inspection of the school from the November 2016 Feasibility report and undertake a new inspection to confirm previous findings and recommendations and identify any new items that may have developed.

Site preparation and development costs for existing school were estimated independent of the school renovations, which are relatively minor. The Site Development budget is required for the following:

- Removal of the existing bus loop and pathways located just east of the school building;
- Clearing additional land to the east within the school site, including filling/retaining slopes;
- Design and construction of a new soccer/football /native games field of 50 m x 73 m;
- Removal and replacement of the outdoor hockey rink, complete with structures;
- Construction of a new bus loop and parking area, and
- Installation of new fencing.

While the Pauingassi Project is included in the Lake Winnipeg Bundle, it is not a typical Design-Build project as renovations do not normally fall under this type of procurement. Pauingassi is included in an attempt to achieve cost efficiencies by having larger projects in close proximity which may reduce the cost of materials, mobilization, and transport, if bundled with the other projects.

Concurrently, the First Nations Project Coordinator will contract and manage services to complete a community infrastructure gap analysis study which includes a teacherages needs assessment for each community to define the exact scope of work required to ensure the new schools are fully operational, and identify the best delivery methodology(ies). Should there be any off-site supporting work identified from these studies, the design/construction work may be added to the Project Manager's mandate to coordinate the execution and amended to the agreement under Extra Work.

### 3.4 Poplar River First Nation

Poplar River First Nation is located on the east side of Lake Winnipeg at the mouth of Poplar River, 400 kilometres north of Winnipeg. Poplar River First Nation is a Saultaux First Nation, using Mitosapi dialect. The First Nation is signatory to Treaty Five (5), Adhesion signed in 1875.

The First Nation is located in Zone 4 and is a 1,537.8 hectare (3,800 acre) Poplar River First Nation Reserve No. 16.

The community is located on land between Poplar River and Franklin River, with the majority of the population living along the two rivers on three habitable islands located within the main channel of Poplar River. Gravel roads throughout the community and bridges crossing both rivers connect all areas of the community. Even though most people drive or walk, boats and snowmobiles also provide local transportation.

Called "Asatiwisipe Aki" by the First Nation, the traditional land of the Poplar River First Nation has been designated as a Protected Area with the support of the Manitoba government. It lies within one of the last

remaining pristine watersheds in the world, particularly in southern Canada, and may soon become part of a new UNESCO World Heritage Site.

A 762 metre gravel airstrip is located on Reserve land, although maintained by the Province of Manitoba, the airstrip is serviced by both scheduled and charter flights. Although there is no permanent road to Poplar River, a winter road provides access from the new East Side Road between Bloodvein River and Berens River. Goods and supplies are occasionally barged into the community from Matheson Island. There are dock facilities for planes and boats.

The nearest regional service centre is Winnipeg, 400 kilometres by air. The North West Company and Mitasosipe Trading Post are the two main commercial establishments in the community. Negginan Harbour Authority Inc. is a small craft docking station, under Fisheries and Oceans Canada.

The recommended option outlined in the 2016 Pre-design Report was to construct a new school on the airport site as the province and the First Nation were in talks to relocate the existing airport thereby allowing for the school to be constructed on the abandoned airfield. The Province and the First Nation have been in talks since 2014 and there is still no agreement in place and therefore the airfield is no longer available (at the time of writing this PAR) for the new school and therefore is no longer the recommended site. The second site – referenced as the East Site (outlined in 2016 Pre-design Report), was the recommended site for the construction of a new school.

Site development costs include those costs to be expended within the property line to provide educational facilities (i.e., playgrounds), to provide services (i.e., electrical connections, permanent road access, etc.) and to render the property safe, secure and effective to maintain (i.e., fences, drainage, vegetation, etc.).

Based on DIAND's School Site Development directive<sup>e</sup>, 6.9 hectares (17 acres) of land is recommended for Poplar River with the following features:

- One fenced nursery and kindergarten play area with age-appropriate playground equipment;
- One separate elementary play area with age-appropriate playground equipment;
- One soft surface multi-purpose play area (e.g. baseball diamond, softball diamond, half of a soccer/football pitch – to be chosen by the community);
- One hard surface multi-purpose play area (e.g. hockey rink, basketball, tennis court – to be chosen by the community);
- Fire pit area; and
- Outdoor gathering area.

Concurrently, the First Nations Project Coordinator will contract and manage services to complete a community infrastructure gap analysis study which includes a teacherages needs assessment for each community to define the exact scope of work required to ensure the new schools are fully operational, and identify the best delivery methodology(ies). Should there be any off-site supporting work identified from these studies, the design/construction work may be added to the Project Manager's mandate to coordinate the execution and amended to the agreement under Extra Work.

### 3.5 Site Characteristics

Environmental Assessments are required at each school site, and the preliminary work will form part of the Project Manager's mandate. Should there be a need to undergo more detailed assessments, the work will then form part of the Design-Build firm(s)' mandate.

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<sup>e</sup>School Site Development <https://www.aadnc-aandc.gc.ca/eng/1100100010640/1100100010642>

The Design-Builder is responsible for geotechnical confirmation and, as required, additional geotechnical investigation as it pertains to the specific school design and location on the site. Surveying of the proposed sites will need to be undertaken as well.

From the pre-design study reports, the sites can be characterized as follow:

**a. Bloodvein River First Nation:**

The new school is to be constructed on the existing school property and at just over 2 hectares, the site is constrained by the Community Arena to the west, wet ground and the airstrip to the east, a bus garage and Head Start building as well as 9 teacherages to the north, and bedrock and wet ground to the south. There are houses and other structures to the southwest along the main community road. A gravel road off the main road provides access to Miskoosepi School, the teacherages and the Community Arena west of the school. However, the area is sufficiently large that a new school can be constructed while not impacting the existing school.

**b. Little Grand Rapids First Nation:**

The site for the new school is a 6.5 hectare (16 acre) site that is central to the community, close to the Nursing Station, the Band Office and close to the existing teacherages and community dock. The First Nation has cleared and leveled part of the site for the new school. An access road is in place and water and wastewater servicing is located nearby along the main community road. The site is on higher ground than the existing school site, which is level, generally well drained and surrounded by forest. There are some construction materials on site and it has been used for storage of large equipment. It was noted that an Environmental Assessment was completed within the last two years as well as soil remediation.

Areas to the south and southeast of the proposed school site have wetland shrub vegetation but the areas intended to be cleared for development are predominantly drier with mixed wood and deciduous trees. Slopes down to the main community road have dense coniferous tree cover.

**c. Pauingassi First Nation**

This project involves renovations to the existing school and site work to improve the existing site. The site will be reconfigured and the existing bus loop and pathways located just east of the school building will be removed and reconstructed in a new location; clearing of additional land to the east within the school site including filling/retaining slopes. The work will include the design and construction of a new soccer/football /native games field of 50 m x 73 m; removal and replacement of the outdoor hockey rink, complete with structures; construction of a new bus loop and parking area, and installation of new fencing.

**d. Poplar River First Nation**

This site of the new school is over 2 kilometres east of the existing Poplar River School and teacherages and has sufficient land, in a good configuration for school development. The site requires deforestation and the forest types are dense mixed wood and dense coniferous suggesting a good soil profile for school construction, but also reflecting the need for substantial clearing.

Although there are minor concerns related to buffering adjacent residential development and a requirement for significant forest clearing, overall site grades appear to be generally in the 1% to 2% grade range.

Site development will support the school's physical education, outdoor survival and life studies programs and provide for areas for student transportation and teacher and visitor parking. Activity areas to be developed will be determined during the design stage and will be based on departmental standards. These facilities may be used for community recreation in non-school hours.

### 3.6 Project Management Challenges

Construction will be challenging due to the material and equipment delivery via winter roads. The dates for deliveries can only occur when these roads are open, and this changes every year. Usually, they are open anywhere from January to March, and the manifests for trucking companies are usually confirmed in the July-August period.

The procurement of a Design-Build firm(s) has to be completed, proposals evaluated and contracts awarded in sufficient time to start designs, mobilize teams on each site and deliver material and equipment to take advantage of the earliest winter roads following procurement. To stay on schedule or reduce the impact of any delays, the project team may look at alternative modes of transportation for materials/equipment.

In addition, each First Nation is unique with respect to its language, culture, requirements and needs and therefore a one-solution-fits-all may not be appropriate, therefore the Project Management Consultant will be required to develop requirements in discussion with the First Nation Project Coordinator and as required each First Nation.

Other potential challenges :

- Lack of secure storage areas
- Lack of fenced sites
- Potential for vandalism
- Remoteness of communities
- Insufficient local accommodations

### 4.0 Project Manager Responsibility

The responsibilities of the Project Manager include, but are not limited to, the following:

#### 4.1 General

- a. The Project Manager is responsible and accountable for all contracted service entities working on the Projects, and as such, the Project Manager reports to the Departmental Representative.
- b. Project Management Plan:

The Project Manager must develop all project management plans requirement for the successful implementation of this project. These plans must be submitted for review with the Project Implementation Committee and approved by DIAND, and should be reviewed /updated periodically as needed. The Project Management Plan must include the following:

- i. **Integration Management:**

- Project governance and Project Team structure;
- Roles and responsibilities; and
- Change Management (Change Control, Issue Management, Project Close Out).

- ii. **Scope Management:**

- Scope Statement.

- iii. **Requirements Management:**
    - Project Deliverables (Work Activities, Requirements Control, Constraints, Assumptions, Stakeholders).
  - iv. **Schedule Management:**
    - Milestones; and
    - Schedule control.
  - v. **Cost Management:**
    - Cost estimates;
    - Budget allocations; and
    - Budget control.
  - vi. **Quality Management:**
    - Quality assurance; and
    - Quality control.
  - vii. **Human Resource Management:**
    - Resource plan; and
    - Local resources management.
  - viii. **Communications Management:**
    - Stakeholders analysis;
    - Project reporting and communications; and
    - Metrics collection.
  - ix. **Risk Management;**
    - Develop Project specific risk assessments, risk assessment scales, and risk escalation rules; and
    - Identify new risk events and review and assess the likelihood and impact of risks included in the project register,
    - Proposed mitigations and make recommendations.
  - x. **Procurement Management; and**
    - Development of DB RFQ and RFP documentation – based on DIAND templates or recognized industry standard documents.
    - Provide training to DB Evaluation Team(s) for both the RFQ and the RFP
    - Advertise the DB procurement process, post on MERX, printing and distribution of materials,
    - Procure other services/works as required to complete the project .
  - xi. **Information Management:**
    - Data management and distribution
- c. Project Schedule:

The Project Manager must develop an overall project schedule identifying activities, milestones and deliverables using MS Project. The schedule shall be distributed to the Project Implementation Committee for review and acceptance. Once accepted, the schedule will form the Project baseline schedule and all subsequent status reports on the schedule shall reference dates ahead or behind baseline milestones and critical path activities. A schedule status report shall be issued to DIAND on a monthly basis as identified in the funding agreement. The



Project Manager must ensure compliance with the approved schedule and monitor and report in accordance with the approved schedule as well.

d. Project Administration:

- i. Project Meetings: As a minimum, the Project Manager will arrange for biweekly meetings during design and monthly meetings throughout the entire project development period and with all key members of the Project Manager Team. The members of the Technical Sub-committee (see Annex 7) will be invited to attend these meetings. At least three meetings during the design stage are to be held at each community and the rest at the Project Manager's office or DIAND Regional office. During construction, the monthly meetings are to be held on each construction site.

The Project Manager will record the issues and decisions, and prepare and distribute design meeting minutes within two (2) working days of the meeting. The Project Manager will create and maintain a list of outstanding action items and outstanding issues, and include these lists in the distribution of the meeting minutes.

In addition to design/construction meetings, the Project Manager will act as secretariat for the following committees:

- Project Implementation Committee (To meet monthly, and additionally as required);
  - Proposal Review Committees for Design-Build Firm, Commissioning Authority, Fit-up supplier, and others if determined to be necessary;
  - Financial Sub-Committee (To meet monthly, and additionally as required);
  - Technical Sub-Committee (To meet bi-weekly during design and monthly during construction, and additionally as required); and
  - Equipment and Fit-up Working Group (as required).
- ii. Inquiries from the public or the media: The Project Manager must not, under any circumstances, respond to requests for project related information or questions from the public or the media. Such inquiries are to be promptly directed to the Departmental Representative and a public relations representative from DIAND's Communications Branch.
- iii. Project Response time: An agenda shall be provided by the Project Manager two (2) business days in advance of all meetings and information to be reviewed shall be provided five (5) business days in advance of the meetings. Record of minutes, issues, decisions prepared by the Project Manager and circulated to all participants within two (2) business days of all meetings. The Project Manager will create and maintain a list of outstanding issues, and include these lists in the distribution of the meeting minutes.
- iv. Set up a secured file transfer site (eg. FTP site) accessible by all project team members.

e. Monthly Project Progress Reports:

The Project Manager must provide monthly design and construction progress reporting as well as financial reporting throughout the Projects. DIAND will provide the Project Manager with the formatting and listing of typical supporting information required for the monthly reporting submissions. The Project Manager will be responsible for completing the reports and submitting them as a complete PDF document to all members of the Project Implementation Committee for review during the monthly Project Implementation Committee meetings.

f. Certification of Payments

As the designated Payment Certifier, the Project Manager shall review the applications for payment of the Design-Builder(s), and certify the value of work performed and products delivered.

Based on the Payment Certifier's observations and evaluation of the applications for payment from the Design-Builder(s), the Payment Certifier will determine the amounts properly due to the Design-Builder(s) under the Contract and will issue certificates for payment.

g. Project Risk Management:

Throughout the project cycle, the Project Manager is responsible for coordinating risk management processes and maintaining the project risk register throughout the project. It is expected that risk identification, assessment and mitigation will occur at all times during the project, including at project committees, and that the Project Manager will update and maintain the risk register at all times. Risk Management sessions will be organized by the Project Manager and attended by all project team members. The Project Manager will prepare for and deliver regular risk sessions including the following:

- i. Risk Management Plan, risk management processes, risk assessment scales, and risk escalation rules; and
- ii. Identify new risk events and review and assess the likelihood and impact of risks included in the project register.

#### 4.2 Project Initiation

- a. DIAND will provide the Project Manager with the most recent version of the project documentation and community profiles. The Project Manager will review and comment on the projects' existing studies and Request for Proposal in preparation for the Project Kick-off Meeting.
- b. The Project Manager will prepare a presentation summarizing its understanding of the project objectives, scope, budget and schedule; including the identification of key milestone dates in order to permit occupation of the new schools within the 2020/2021 school year at the Project Kick-off Meeting.
- c. The Project Manager will work closely with all members of the committees and sub-committees in which it is a member through execution of the contract to ensure work is completed in accordance with the established Scope of Work.
- d. The Project Manager will work closely with the Financial Account Manager to administer the project implementation within the approved DIAND project budget.
- e. Project Kick-off Meeting: This initial project meeting will be held in Winnipeg, Manitoba with all Project Implementation Committee members, and First Nation representatives. The purpose of this meeting is to review the Scope of Work of each project, schedule, communications plan as well as the presentation as described in item 4.2 b. above.

#### 4.2.1 Owner's Statement of Requirements

- a. Review the school feasibility studies of both communities developed at the pre-design stage.
- b. Based on the initial work completed in the studies along with DIAND design standards and guiding principles (including the core design concept and standard building envelope), the Project Manager will work closely with the First Nations to further define and detail functional programs, space allocations, room data sheets, performance specifications of materials and equipment, and any special features or requirements. This information will be rolled up into a document called the Owner's Statement of Requirements (OSR). This document will be shared with each of the prequalified Design-Build firms that will be providing a proposal as part of the Design-Build RFP packages.
- c. It will be the responsibility of the Project Manager along with the rest of the Project Implementation Committee to monitor the Design-Build process to be sure that the information outlined within the OSR document is being adhered to.

#### 4.3 Evaluation and Selection of the Design-Builder(s)

- a. The Project Manager shall lead the administration of all aspects of the pre-qualification and procurement process for a Design-Builder for each Project (one contract per community), including advertising in newspapers, posting on MERX, printing and distribution of documents, and responding to all Design-Build Proponent queries.
- b. This process will be completed only once to include both communities, but it may or may not result in contracting services from the same firm in both communities.
- c. In order to ensure a common understanding of the evaluation work required, the Project Manager shall provide training to the members of the Proposal Review Sub-Committee in charge of evaluating both the Design-Build Request for Qualification (RFQ) and RFP in advance of the submissions.

##### 4.3.1 Design-Build Request for Qualification

- a. The Project Manager shall review a draft Design-Build RFQ package template prepared by DIAND.
- b. The Project Manager must prepare one Design-Build RFQ that will serve all the First Nations. The resulting shortlist of prequalified proponents will then be invited to submit a proposal. The list may serve for other school projects in Manitoba in the future; should this option be deemed viable.
- c. The draft Design-Build RFQ is to be provided to DIAND and the First Nations for review and comments. If changes are recommended to the RFQ through consensus by the Project Proposal Review Sub-committee, it will be the responsibility of the Project Manager to incorporate these changes into the final document.
- d. The Project Manager will require authorization from the Project Implementation Committee prior to publically advertising.

- e. The Project Manager will be required to work with the First Nations Project Coordinator to develop a procurement strategy that will ensure maximum industry involvement. At a minimum, the Project Manager will be required to coordinate and lead an **information session** (bidders' conference) **two (2) weeks prior to the posting**. This meeting will be held at the Project Manager's office. The purpose of this meeting is for the Proposal Review Committee to clarify any concerns registered proponents may have with the solicitation documents, scope of work and other details of the requirement.
- f. The proposal call period shall be at least 40 calendar days.
- g. The Project Manager will provide DIAND and First Nations with drafts of all clarifications and revisions during the RFQ period, and require authorization prior to issuing any addendum on MERX.
- h. Responses to the RFQ will be delivered at the Project Manager's office.
- i. The Project Manager will distribute proposals to the Proposal Review Committee once the RFQ period has ended.
- j. **Project Meeting:** The Project Manager will lead a proposal review meeting. This meeting will be held in Winnipeg. The purpose of this meeting is for the Proposal Review Committee to review all Design-Build pre-qualification proposals, and prepare a consensus score as per the Design-Build RFQ.
- k. Following analysis of the responses to the RFQ, a shortlist of pre-qualified Design-Build firms will then be invited to participate in the RFP process. The firms selected by the Proposal Review Committee will need to be able to provide full services for the school design and construction in one, or both communities.

#### 4.3.2 Design-Build Request for Proposals

- a. Review a draft Design-Build RFP package template prepared by DIAND.
- b. Work with the First Nation Project Coordinator to identify opportunities for employment of First Nations members and utilization of First Nations resources in the construction portion of the projects in each community. The RFP documents will contain clauses instructing bidders as to the type, quantity available, and unit rates for local resources available for their consideration.
- c. The Project Manager needs to prepare the Design-Build RFP. The RFP will be drafted as two separate costing packages for which pre-qualified Design-Builder firms may choose to provide a proposal for either one community or for both individually. The packages will reflect the specific education program of each community along with their fit-up requirements, and will also incorporate DIAND's core design concept and typical building envelope while conforming to the "Protocol for DIAND-Funded Infrastructure" document dated August 19, 2016<sup>f</sup>.
- d. The Design-Build RFP is to be provided to DIAND and the First Nations for comments. If changes are recommended to the RFP through consensus by the Project Implementation Committee, it will be the responsibility of the Project Manager to incorporate these changes into the document.
- e. The Project Manager will require authorization from the Project Implementation Committee prior to issuing the RFP to the shortlisted firms.

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<sup>f</sup> PIF: <http://www.aadnc-aandc.gc.ca/eng/1409148994545/1409149023055>

- f. The proposal call period should be at least 90 calendar days.
- g. Administer a **mandatory proposal development meeting at each community**<sup>a</sup>. The meetings will give a chance to the proponents to visit the selected school sites, and may also involve review and discussion of design development issues arising from the OSR and the incorporation of lean operational processes. The Proposal Review Committee may meet up to two (2) times with each proponent during the proposal development stage. The Project Manager will be required to produce an agenda for the meeting and to distribute minutes of the meeting to all attendees within 3 business days after the meeting
- l. Provide DIAND and First Nations with drafts of all clarifications and revisions during the RFP period, and require authorization prior to issuing any addendum to all proponents.
- h. The RFP shall close at the Project Manager's office.
- i. Distribute proposals to the Proposal Review Committee upon receipt.
- j. **Project Meeting:** Lead a proposal review meeting in each community. The purpose of this meeting is for the Proposal Review Committee to review all Design-Build proposals and prepare a consensus score as per the Design-Build RFP.
- k. The First Nation Project Coordinator shall enter into contracts (one per community) with the successful Design-Builder(s); which may, or may not, be the same firm in both communities.

#### 4.4 Design & Construction Related Services (Administration and Project Management)

##### 4.4.1 Design Specific Related Services

- a. **Project Meeting:** Upon award of the Design-Build contracts, arrange for a Design Initiation Meetings in each community. The purpose of these meetings will be to review the proposals of the selected Design-Builder(s), and further define the scope of work (key tasks and deliverables), construction schedule (staging and project milestones), along with the project budget, and establish lines of communication.
- b. Provide copies of all relevant documents to the Design-Builder(s) as developed by the project Implementation Committee.
- c. The Project Manager is responsible to obtain acceptance for the different stages of the project as per the Design-Build RFP, and for the oversight on the fit up strategy development with associated inventory of reusable equipment, if any.
- d. The Project Manager reserves the right to reject any work deemed unsatisfactory.
- e. Coordinate feedback from technical reviews from the Technical Review Sub-Committee into the Design-Builder deliverables.
- f. The Project Manager is responsible for obtaining Band Council Resolutions from each community, such as, the designation permits for the land to be set aside for the purposes of construction, operation and maintenance of a school facility.
- g. Coordinate and lead design and construction meetings as per the Design-Build RFP.

<sup>a</sup> The final format, structure and timing of the meetings must take into consideration First Nation requirements as much as possible.

- h. Ensure Design-Builder(s) submits copies of plans and specifications as required for review by all regulating authorities having jurisdiction (i.e. Manitoba Ministry of the Environment and Climate Change, and others as required). Provide DIAND and First Nations with copies of all correspondence/approvals from these authorities in the monthly reporting submissions.
- i. Ensure the Design-Builder(s) completes/updates the Project Description forms for each project for review by DIAND as per the Environmental Review Process (ERP) for Projects on Reserve Land<sup>h</sup>.

#### 4.4.2 Construction Specific Related Services

- a. Assume that design and construction takes place over a period of approximately 30 months.
- b. **Monthly Construction Meetings:** Coordinate monthly site meetings to be held in each location.
- c. Oversee the review of shop drawings, product data sheets as well as Operations and Maintenance Manuals.
- d. Ensure that the Design-Builder(s) provide(s) full time residents with appropriate areas of technical expertise including but not limited to architects, electrical engineers, mechanical engineers, civil engineers, professional quantity surveyors.
- e. Schedule and chair the Project Financial Sub Committee meetings to review the Bank Reconciliation, Cash Flow Reports, Financial Reports, Progress Reports and the Design-Builder(s) Invoices.
- f. Coordinate the review of all progress claims. As the designated Payment Certifier, the Project Manager shall prepare necessary issuance of progress payment upon the actual costs incurred for material purchases and the partial completion of work completed to date by the Design-Builder(s), as certified by quantity surveyors.
- g. Invoices will be paid upon receipt of written authorization from the Project Manager. The Project Manager will review and authorize invoices from the Design-Builder(s) before forwarding them to DIAND
- h. Keep full records of all project details, meetings, correspondence, contracts, insurance, bonding, warranties, change orders, certificates, schedules, testing, certification, and verification. Provide copies as required to the appropriate members of the Project Implementation Committee.
- i. Provide information and reports on the status of the project throughout all phases.
- j. Coordinate the operation and maintenance manuals preparation by the Design-Builder(s) and reviewed by the Third Party Certified Commissioning Authority to ensure they are in conformance to specifications. Ensure that all changes/additions revisions are incorporated prior to accepting. Provide each First Nation with two (2) complete hard copies of their manuals, and DIAND with one (1) complete set of each once accepted.
- k. Ensure that all manuals are available prior to the start-up, performance testing, and commissioning so they may be used during training for applicable systems.

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<sup>h</sup> <https://www.aadnc-aandc.gc.ca/eng/1345141628060/1345141658639>

- l. Maintain a photographic history of the works. The photographic history shall be digital and include photographs of the site of the works before and after construction. Photographs shall be taken of all sections of the work.
- m. Ensure that all applicable authorities having jurisdiction provide their inspection certificates for the works.
- n. Obtain from the Design-Builder firm(s) a Certificate of Substantial Completion.
- o. Ensure the Design-Builder(s) complete(s) all work and corrects all deficiencies prior to the issuance of the Certificate of Final Completion.

#### 4.5 Geotechnical Surveys

- a. Prepare a draft 3<sup>rd</sup> party Geotechnical Consultant RFP package for the project sites in consultation with DIAND.
- b. The Project Manager shall require approval from the Project Implementation Committee prior to public tender.
- c. Lead the administration of all aspects of the competitive procurement process.
- d. The Project Manager shall enter into contract with the successful proponent.
- e. Coordinate the work as per the requirements provided by the Design-Builder(s).

#### 4.6 Engineering and Technical Advisory Services

##### 4.6.1 Scope of Work

- a. The Project Manager shall provide technical and quality assurance reviews and reporting for the following contract milestone submissions:
  - i. Design-Build RFP Concept Design Proposals
  - ii. Design-Build Documents - 50%
  - iii. Design-Build Documents- 95%
  - iv. Final Design-Build Documents - 100%
- b. The Technical Review Reports should be provided as numbered listed comments or questions, and each item should refer to a drawing number or specification section. The reports should be clear, avoid ambiguity and facilitate easy translation. Avoid the use of undefined technical terms, industry jargon and cryptic phrases.
- c. The reports should ensure all recommendations have been critically analyzed against project goals and objectives, functionality, departmental standards and requirements identified within the RFP and building program.
- d. The latest Capital Projects Reporting process and template to be used as per DIAND requirements at the following link:

<http://www.aadnc-aandc.gc.ca/eng/1385559716700/1385559777677>  
 Capital Projects Report (DCI# 460671 – PDF 141 Kb, 2 Pages)

#### 4.6.2 Technical Resources

- a. The Project Manager shall provide Core and Non-core Contracted Resources related to, but not limited to, the following disciplines and shall propose relevant experience levels and names to satisfy the requirements.
  - i. Civil Engineering;
  - ii. Architecture;
  - iii. Structural Engineering;
  - iv. Geotechnical Engineering;
  - v. Mechanical Engineering (Such as, Fire Suppression, Fire Protection Plumbing, Heating, Ventilation and Air Conditioning (HVAC) and Integrated Automation);
  - vi. Electrical Engineering;
  - vii. Interior Design; and
  - viii. Cost Estimate Analysis.

#### 4.6.3 Design-Build RFP Proposals Review Reports

- a. The Project Manager shall prepare and submit a report covering each compliant proposal received at the closing of the Design-Build RFP call period. The review is to ensure quality assurance, technical completeness in relation to industry best practices and value for money.
- b. The report shall contain, at minimum, the following:
  - i. Analyze the project requirements as identified in the Design-Build RFP and the Owner's Statement of Requirements;
  - ii. Compare spatial and functional requirements against the building program and Room Data Sheets;
  - iii. Identify deficient components and how these components impact the design and functional intent for each of the projects;
  - iv. Review facility circulation of staff, visitors and students to and within the building;
  - v. Provide a description of the project construction highlighting areas of special interest; deficiencies, problems or outstanding issues on the project layout, project details and/or specifications;
  - vi. Include any issues such as; code compliance in design, detailed fire, life safety and accessibility strategy and detailed standards analysis;
  - vii. Comment on the functionality of design layout(s), proposed materials and finishes related to durability and suitability to climate and region;
  - viii. Comment on all proposed systems including mechanical, electrical and IT systems; and
  - ix. Report if it meets or does not meet DIAND PIFI Standards (Protocol for DIAND Funded Infrastructure).

#### 4.6.4 Design-Build Documents Review Reports

- a. The Project Manager shall prepare and submit a report covering the review of the Design-Build documents provided by the chosen Design-Builder(s) along each stage of design development.
- b. The reports shall contain, at minimum, the following:



- i. Review critical milestones in project delivery;
- ii. Review building program including furniture, fixtures and equipment proposed;
- iii. Review and comment on the cost plan budget;
- iv. Identify any deficient components and proposed solutions to meet the buildings program intent;
- v. Identify any quality assurance issues discovered during design reviews;
- vi. Review and report on specifications and construction detailing, including durability and thermal/moisture compliance to codes and standards;
- vii. Review for mechanical and structural interference, systems coordination, or problem areas with clearances for systems in spaces and shafts;
- viii. Review maintenance management system and numbering for all mechanical and electrical equipment for performance verification purposes; and
- ix. Upon completion of this work, the Project Manager shall submit the required Capital Projects Report.

#### 4.7 Designated Substance Report (DSR)

- a. The Project Manager shall oversee and coordinate with the Design-Builder(s) a Designated Substance Survey (DSS) as per regulation under the *Manitoba Workplace Safety and Health Act* prior to the demolition of the existing school facilities.
- b. A copy of the resulting DSR must be provided to the Project Implementation Committee in advance of any demolition work.

#### 4.8 Enhanced Commissioning

- a. Prepare a draft 3rd party Certified Commissioning Authority RFP package for all First Nations in conjunction with DIAND.
- b. The Project Manager shall require approval from the Project Implementation Committee prior to public tender.
- c. Lead the administration of all aspects of the competitive procurement process.
- d. The Project Manager shall enter into contract with the successful proponent.
- e. Coordinate the work as per the requirements provided in the RFP.

#### 4.9 Completion Reporting

- a. Provide a completion report in accordance with Appendix F, and submit to the First Nation Project Coordinator and DIAND.
- b. The latest Capital Projects Reporting process and template to be used as per DIAND requirements at the following link:  
  
<http://www.aadnc-aandc.gc.ca/eng/1385559716700/1385559777677>  
Capital Projects Report (DCI# 460671 – PDF 141 Kb, 2 Pages)
- c. Provide prints of the 'record' drawings and specifications for review and acceptance by First Nations, and DIAND. Following approval, provide a complete set prints and computer files of the 'as-built' drawings in AutoCAD (latest version) format.

#### 4.10 Warranty Period and Inspection Services

- a. Provide assistance to the First Nations during the Warranty Period which is 12 months after the issuance of the Certificate of Substantial Completion.
- b. Assistance required during the warranty period consists of liaising with the First Nations on a routine basis (once a month) to discuss the performance of the project works and note any problems which may be warranty related.
- c. Warranty related issues shall be brought to the Design-Builder's attention by the Project Manager for correction.
- d. Arrange and participate in a Warranty inspection meeting with the Design-Builder and First Nation ten (10) months after the issuance of the Certificate of Substantial Completion.
- e. Prepare and distribute a Warranty Inspection reports outlining warranty work required and distribute to the DIAND and the Design-Builder.
- f. A holdback of 10% shall be retained on every payment and the Project Manager may recommend partial release of holdback funds at pre-approved project milestones.
- g. Recommend the release of the Performance Bond to the Financial Account Manager following satisfactory resolution of Warranty related works.

#### 4.11 Extra Work

A portion of the Work to be performed under the Funding Agreement will be on an "as and when requested basis" using an Extra Work form. The Work described in the Extra Work form must be in accordance with the scope of the Agreement. Written authorization must be obtained from the Project Authority prior to conducting any extra work. The Recipient acknowledges that any work performed before an Extra Work form has been received will be done at the Recipient's own risk.

### 5.0 Schedule

The following schedule of activities is provided for planning purposes only. The Project Implementation Committee reserves the right to cancel the activity or change the schedule at any time.

| <b>Fiscal Year</b> | <b>Education Infrastructure</b>                             | <b>Supporting Community Infrastructure</b>  |
|--------------------|---|---|
| <b>2017/2018</b>   | Procurement of PM Consultant and Design-Build Contractor(s) |   |
| <b>2018/2019</b>   | Mobilization and Design/Construction                        | Off-site Services Gap Analysis<br>Teacherages Needs Analysis<br>Design and Mobilization |
| <b>2018/2019</b>   | Design/Construction   | Construction  |
| <b>2020/2021</b>   | Construction and Commissioning                              | Construction and Commissioning  |

| <b>Project Tasks/Milestones/Deliverables</b> |                    | <b>Estimated Completion Date per Fiscal Year</b> |
|--|--------------------|--|
| 4.2  | Project Initiation | 2017/18 Q1                                       |

| Project Tasks/Milestones/Deliverables |   | Estimated Completion Date per Fiscal Year |
|---------------------------------------|---|---|
| 4.3                                   | Build Contractor Evaluation and Selection     | 2017/18 Q2                                |
| 4.4                                   | Start of Design-Build Related Services        | 2017/18 Q3                                |
| 4.5                                   | Designated Substance Report                   | 2019/20 Q4                                |
| 4.6                                   | Enhanced Commissioning                        | 2020/21 Q2                                |
| 4.7                                   | Completion Reporting – Substantial Completion | 2020/21 Q2                                |
|                                       | Occupancy                                     | 2020/21 Q3                                |
| 4.8                                   | Warranty Period and Inspection Services       | March 2021                                |

**6.0 Delivery requirements and adjustment factors**

| Initiative<br>*program *service<br>*activity                             | Delivery Requirements   | Adjustment Factor(s)   |
|--|---|--|
| Community Infrastructure Program - Major Capital Infrastructure Projects | <p>The Recipient will:</p> <ul style="list-style-type: none"> <li>a) carry out and complete the Project in accordance with the Approved Scope of Work entitled "Statement of Work for Project Management Services " under this Annex.</li> <li>b) carry out and complete the Project in accordance with the Approved Administrative Agreement included in Annex 8;</li> <li>c) provide evidence to the Minister, prior to the commencement of the Project, that the Project Manager has the required experience and qualifications given the nature and scope of the Project and has adequate liability insurance;</li> <li>d) not alter the nature or scope of the Project as set out in the Approved Project Request, without the prior consent of the Minister;</li> <li>e) provide evidence to the Minister that all inspections, and design certifications are carried out by professionals who are licensed in the province or territory in which the Project is taking place;</li> </ul> | <p>Project Management Service- The budget is set and may be adjusted based on actual eligible expenditures related to:</p> <ul style="list-style-type: none"> <li>- additional contracts such as, but not limited to, Design Consultant and Enhanced Commissioning.</li> </ul> |

|  |  |  |
|--|--|--|
|  | <p>f) obtain the approval of a qualified person, such as an engineer, during the design/construction process for conformance to applicable fire codes prior to the occupancy and usage of public buildings such as schools, community buildings, etc.</p> <p>g) submit and obtain, 30 day prior to the completion of the Project the maintenance and financial management plans that will be adhered to once the Project is completed.</p> |  |
|--|--|--|

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## Section 2: Authorities

### Funding Agreement Authority

*"TO BE PROVIDED AT FUNDING AGREEMENT AWARD"*

The Funding Agreement Authority for the Funding Agreement is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Funding Agreement Authority is responsible for the management of the Funding Agreement and any changes to the Funding Agreement must be authorized in writing by the Funding Agreement Authority. The Recipient must not perform work in excess of or outside the scope of the Funding Agreement based on verbal or written requests or instructions from anybody other than the Funding Agreement Authority.

### Project Authority

*"TO BE PROVIDED AT FUNDING AGREEMENT AWARD"*

The Project Authority for the Funding Agreement is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Funding Agreement and is responsible for all matters concerning the technical content of the Work under the Funding Agreement. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Funding Agreement amendment issued by the Funding Agreement Authority.

### Recipient's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Cellular: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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## Section 3: Insurance

### 1.0 Indemnification

The Project Manager shall indemnify and save harmless Canada, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Project Manager, its employees and agents, in the performance of the work that it performs under the Funding Agreement.

The Project Manager's liability to indemnify or reimburse Canada under the Funding Agreement shall not affect or prejudice Canada from exercising any other rights under law.

### 2.0 Insurance Requirements

#### 2.1 General

The Project Manager shall ensure that appropriate liability insurance coverage is in place to cover the Project Manager and the members of the Project Manager Team and shall maintain all required insurance policies as specified herein.

The Project Manager shall, if requested by the Funding Agreement Authority at any time, provide to the Funding Agreement Authority an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Project Manager pursuant to the provisions contained herein.

The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Project Manager.

Any insurance coverage additional to those required herein that the Project Manager and the other members of the Project Manager Team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

For all Architectural and Engineering Service components to this funding agreement section 2.2 and 2.3 must be met.

#### 2.2 Commercial General Liability

The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000 per occurrence; an aggregate limit of not less than \$10,000,000 within any policy year.

The policy shall insure the Project Manager and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Indian Affairs and Northern Development as an Additional Insured, with respect to liability arising out of the performance of the Services.

#### 2.3 Professional Liability

The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$2,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.

The following provision must be incorporated into the conditions of the Project Manager's Professional Liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give

the Funding Agreement Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any reduction in coverage."

## **2.4 Construction Insurance**

For all construction components to this funding agreement refer to Annex 10 Certificate of Insurance and fill out the necessary insurances required Construction Insurance

### **2.5 Insurance Terms**

#### **2.5.1 Insurance Contracts**

- a. The Project Manager must, at the Project Manager's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. Compliance with the insurance requirements does not release the Project Manager from or reduce its liability under the Funding Agreement. The Project Manager is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Funding Agreement, and to ensure compliance with any applicable law. Any additional insurance coverage is at the Project Manager's expense, and for its own benefit and protection.

#### **2.5.2 Period of Insurance**

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Funding Agreement.
- b. The Project Manager must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **2.5.3 Proof of Insurance**

- a. Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Project Manager must deposit with Canada a Certificate of Insurance on the form attached herein.
- b. Upon request by Canada, the Project Manager must provide originals or certified true copies of all contracts of insurance maintained by the Project Manager pursuant to the Certificate of Insurance.

#### **2.5.4 Insurance Proceeds**

In the event of a claim, the Project Manager must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **2.5.5 Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Project Manager.

### **Annex 3 - Conditions of Payment - DIAND funding**

#### Basic funding principles

Recipient must:

- use funds for the initiative(s) identified in Annex 1 (section 9.1);
- use funds only for eligible costs up to the maximum allowed (section 9.1);
- use funds in the fiscal year for which they were provided (section 13);
- over any overspending that occurs when initiative costs are greater than the amount of initiative funding provided by the Government of Canada (section 16);
- report on the use of funds as required (section 11).

Note:

- any overpayment is a debt due to the Government of Canada (section 17).

#### **1.0 General matters**

- 1.1 Subject to the terms of this Agreement, DIAND will, in each fiscal year, pay to the Recipient up to the amounts set out in Annex 4 - Payment Plan for that fiscal year.
- 1.2 The Payment Plan in Annex 4 identifies the maximum amounts for each initiative for each fiscal year.
- 1.3 Subject to the terms of this Agreement, DIAND will make payments to the Recipient according to the provisions in section 2 (Payment specifics).
- 1.4 Depending on the circumstances, payments may be:
  - reimbursed after the Recipient meets the conditions set out below under "Payment request requirements",
  - held back until the Recipient has met the conditions set out below under "Holdback requirements".
- 1.5 When the Recipient fails to report on an eligible cost as required by this Agreement, any funds advanced to the Recipient for that cost will be deemed to be an overpayment which must be paid back to DIAND.

#### **2.0 Payment specifics - Set Contribution Funding, SET**

- 2.1 Any amount identified as SET in the Payment Plan in Annex 4 must be spent on eligible costs of the specified initiative in the fiscal year for which the amount is provided.
- 2.2 Any amount that the Recipient spends that is more than the maximum SET amount for an initiative for the specified fiscal year is the responsibility of the Recipient.
- 2.3 Any amount that the Recipient spends that is more than the maximum FIXED amount for an initiative for the specified fiscal year is the responsibility of the Recipient.
- 2.4 Any amount of SET funding set out in the Payment Plan in Annex 4 that has been paid to the Recipient is an overpayment that the Recipient must pay back to DIAND when:



- a. the Recipient has not provided the required reports concerning the funds, or
- b. the Recipient has not spent the amount in the fiscal year for which it is provided on an eligible cost of the specified initiative.

### 3.0 Unexpended funds repayment – more than one funding source

- 3.1 When the Recipient has to repay money to **DIAND** under this Annex, the Recipient must follow these allocation rules:
  - a. When the Recipient has received funding from more than one source for the same **initiative** but to cover different types of **initiative** expenses, the Recipient must repay **DIAND** amounts advanced by **DIAND** that were not used for the **DIAND**-funded **initiative** expenses set out in Annex 2 - Program, Service, and Activity **Delivery Requirements** and **Adjustment Factors - DIAND** funding.
  - b. When the Recipient received funding from more than one source for the same **initiative** to cover the same types of **initiative** expenses, the Recipient must calculate the percent of the total **initiative** funding that was received from **DIAND** and repay **DIAND** the same percent from all the unexpended funds.

### 4.0 Taxes

- 4.1 Federal government departments and agencies are required to pay Applicable Taxes.
- 4.2 Applicable Taxes will be paid by the Government of Canada as provided in the invoice submission. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices. It is the sole responsibility of the Recipient to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Recipient agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 4.3 The Recipient is not entitled to use the Government of Canada's exemptions from any tax, such as from provincial sales taxes, unless otherwise specified by law. The Recipient must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Agreement (in accordance with applicable legislation), including for material incorporated into real property.
- 4.4 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Agreement Price, the Agreement Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Agreement Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Recipient to calculate the effect of the change.
- 4.5 Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, the Government of Canada must withhold 15 percent of the amount to be paid to the Recipient in respect of services provided in Canada if the Recipient is not a resident of Canada, unless the Recipient obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Recipient in respect to any tax liability which may be owed to the Government of Canada.

**Annex 4 - Payment Plan**

The following table provides an example of the Grants and Contribution Information Management System (GCIMS) issued Payment Plan.

Annex 4 - Payment Plan  
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

Arrangement #: XXXX-MB-000000X  
Arrangement Type: AR FA (Other)  
Recipient: Winning Bidder  
Fiscal Year: 2016-2017

DEPARTMENT OF INDIGENOUS AND NORTHERN AFFAIRS CANADA

| Seq.   | 1            | 2            | 3            | 4            | 5            | 6            | 7            | 8            | 9            | 10           | 11           | 12           | Pool | Holdback | Allocation Total \$ |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|----------|---------------------|
|  | APR          | MAY          | JUN          | JUL          | AUG          | SEP          | OCT          | NOV          | DEC          | JAN          | FEB          | MAR          |      |          |                     |
| <b>FIXED CONTRIBUTION FUNDING (FIXED)</b>                  |              |              |              |              |              |              |              |              |              |              |              |              |      |          |                     |
| PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA |              |              |              |              |              |              |              |              |              |              |              |              |      |          |                     |
| Section:   |              |              |              |              |              |              |              |              |              |              |              |              |      |          |                     |
| Program Activity:  |              |              |              |              |              |              |              |              |              |              |              |              |      |          |                     |
| Functional Area Group: Fund:                               |              |              |              |              |              |              |              |              |              |              |              |              |      |          |                     |
| Functional Area: Cost Center:                              |              |              |              |              |              |              |              |              |              |              |              |              |      |          |                     |
| 1  | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | 50 000,00 \$ | - \$ | - \$     | 600 000,00 \$       |

The Project Manager must provide a Payment Plan, which will be approved by DIAND at the time of the funding arrangement creation and should include the following details:

**Administration Fees**

These may include, but are not limited to, travel, living expenses, operational supplies and contractor fees.

**Method of Payment**

Cheques will be issued to the Recipient of the Agreement in accordance with the GCIMS issued Payment Plan.

**Monthly payment**

Canada will pay the Recipient on a monthly basis for work performed during the month in accordance with the Payment Plan.

**Professional Fees**

In consideration of the Recipient satisfactorily completing all of its obligations under the Funding Agreement, the Recipient will be paid a firm price of \$ \_\_\_\_\_ **[insert amount at contract award]**. Customs duties are *included* and Applicable Taxes are extra.

**Travel and Living Expenses**

The Recipient will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive<sup>9</sup>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of DIAND. All payments are subject to government audit.

**Extra Work**

<sup>9</sup> <https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html>

Any costs incurred for Extra Work will be paid, in accordance with the Section 1 - Statement of Work, Annex 2 and the approved labour rates, on an "as and when requested" basis, after completion, inspection and acceptance of the work performed.

The Recipient will have previously submitted in annex to their financial bid a detailed breakdown of fixed hourly rates for the various members of its proposed team along with justification from previously completed comparable projects. The rates shall be Firm All-inclusive Labour Rates (including Overhead, Profit, and all related Costs) in Canadian funds.

## **Annex 5 - Reporting Requirements and Due Dates - DIAND Funding**

### **1.0 Capital Projects Report**

The Reporting Guide Website:

English:

[http://www.aadnc-aandc.gc.ca/eng/1385559716700/1385559777677?utm\\_source=ReportingGuide&utm\\_medium=url](http://www.aadnc-aandc.gc.ca/eng/1385559716700/1385559777677?utm_source=ReportingGuide&utm_medium=url)

Capital Projects Report (DIAND form “DCI #460671”)

<http://www.aadnc-aandc.gc.ca/eng/1415884384625/1415884419800>

Français:

<http://www.aadnc-aandc.gc.ca/fra/1385559716700/1385559777677>

Rapport sur les projets d'immobilisations (formulaire d'AANC « ICD #460671 »)

<http://www.aadnc-aandc.gc.ca/fra/1415884384625/1415884419800>

### **2.0 Monthly Report**

Monthly progress reports will be due on the last day of each month and will use the Capital Projects Report (DIAND form DCI 460671) as an executive summary of project and financial progress supported by a more detailed report(s) supplied by the PM monthly and in a format, as determined by the Departmental Representative.

### **3.0 Completion Report**

A completion report will be due at the end of the project. The Capital Projects Report is to be used as per link above. In addition, any report should include the following as supporting document:

The completion report shall be bound in either 220mm x 280mm or 220mm x 360mm sizes and shall contain at least the following:

#### **1. Summary/Introduction:**

Provide a summary to introduce the project that should contain:

- i) the project title, location and number and the contract number;
- ii) a brief description of the purpose of the project;
- iii) a brief description of the existing facilities and history of the project;
- iv) a brief description of the project including the size and number of units constructed; and
- v) a brief description of the implementation method used on the project (contract, day labour, etc.).

#### **2. Project Team:**

a. the Project Implementation Committee members:

- i) the name and address of the Project Management Consultant;
  - ii) the name of the First Nations Project Coordinator;
  - iii) the name of the First Nation Community Coordinators;
  - iv) the name of the DIAND Project Lead; and
- b. the name and address of the Design-Builder(s);

3. Schedule, Cost, and Cash Flow

- i) the principal dates and project schedule (i.e. date of the contract award, construction start-up, completion, etc.);
- ii) a brief breakdown of the project costs including cost of planning, design, construction, First Nation Project coordination, change orders, as well as a total cost; and
- iii) a brief breakdown of the cash flow.

4. Design and Construction

- i) a brief description of the design methodology and process; and
- ii) a brief description of the project construction highlighting areas of special interest; and deficiencies, problems or outstanding issues on the project, contractor performance, conditions, and items effecting schedule or completion.

5. Employment, Resources, and Training

- i) a brief history of First Nation employment throughout the project, highlighting the level of employment, level of experience of employees both before and after employment, effect on project, and problems;
- ii) a brief history of band resources employed throughout the project, highlighting the resources used, level of use, effect on project, and problems; and
- iii) a brief description of the training programs provided for First Nations highlighting areas of training, level of training provided, effectiveness of training, numbers of persons trained in each area, cost of training, level of expertise attained, and future training requirements.

6. Conclusions/Recommendations

- i) a review of how the project proceeded, comments on sections that went good or poorly, and how things could be improved if project was to be repeated.

7. Appendices

The following appendixes will be provided:

- i) as-built project site plan in 220mm x 280mm format;
- ii) as-built drawings;
- iii) the electrical inspection certificates;
- iv) copies of approvals or acceptance certificates from regulatory agencies and consultants;
- v) copy of all warranties;
- vi) copies of all testing, certification, and verification for the constructed facilities;
- vii) summary of all project costs;
- viii) final progress claim and articles of agreement;
- ix) substantial and final completion certificates;
- x) project photos as they relate to the project;
- xi) copy of final commissioning report; and
- xii) certificates and results from materials testing.

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Team Member

## **Annex 6 - Additional Information**

### **1.0 Protocol for DIAND-Funded Infrastructure**

(Listing of Statutes, Regulations, Policies, Codes, Directives, Standards, Protocols, Specifications, Guidelines, and Procedures applicable under the Capital Facilities and Maintenance Program) – Dated August 19, 2016.

English:

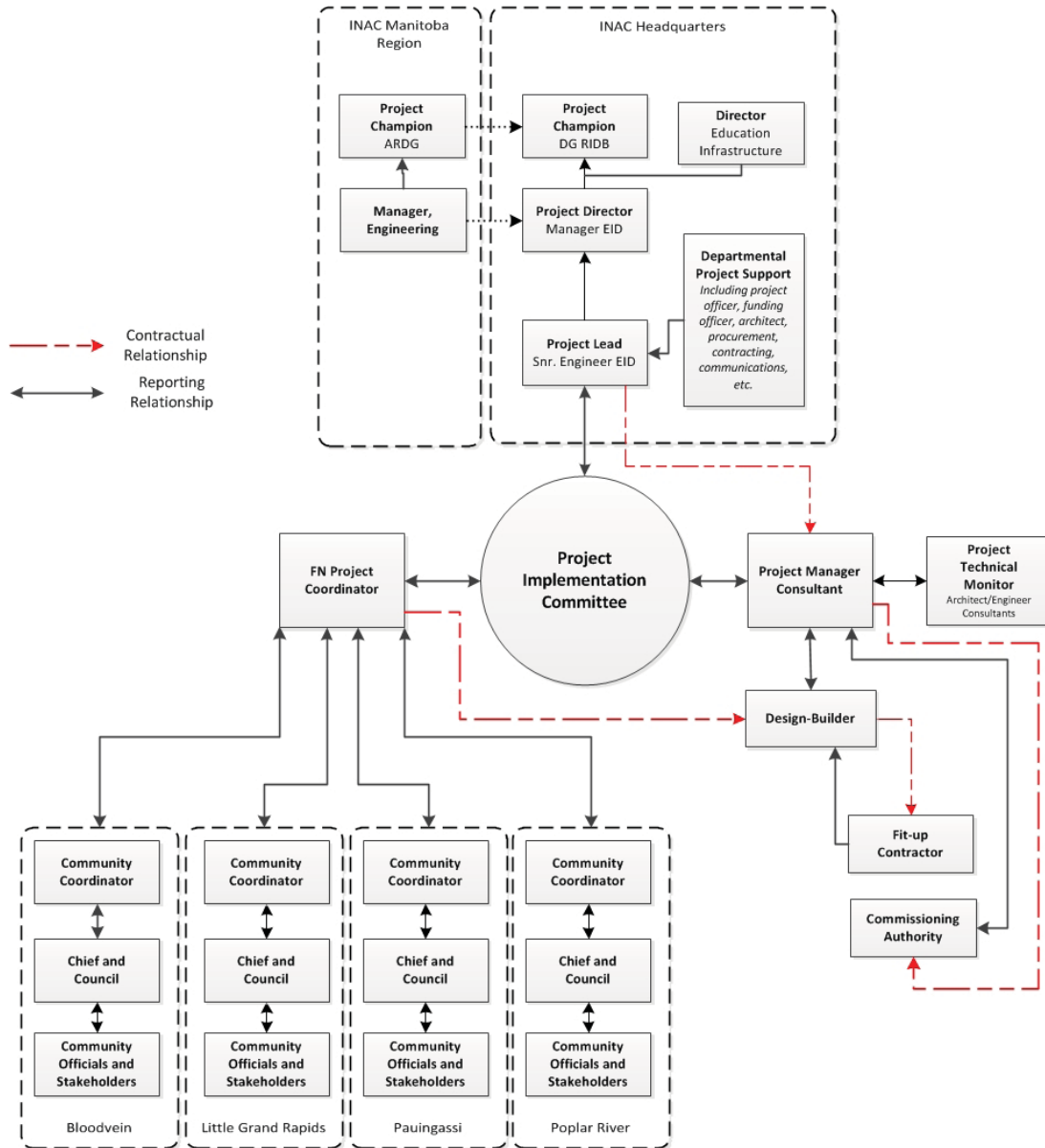
<http://www.aadnc-aandc.gc.ca/eng/1409148994545/1409149023055>

### **2.0 Construction Cost Estimates**

The following numbers represent Class "C" cost estimates, and are provided for planning purposes only at this point. Construction costs will be further refined with the Design-Build proposals.

| <b>Construction Budget</b> | <b>Bloodvein River</b> | <b>Little Grand Rapids</b> | <b>Pauingassi (renovation costs)</b> | <b>Poplar River</b> |
|----------------------------|------------------------|----------------------------|--------------------------------------|---------------------|
| New School Building        | \$8,520,000            | \$20,789,000               | \$739,170                            | \$22,662,000        |
| Site Preparation Costs     | \$851,977              | \$2,078,888                | \$496,200                            | \$2,266,000         |

## Annex 7 - Project Team Governance Structure



**Annex 8 - Administrative Agreement**

This Agreement is effective as of **(Insert Date)**

**LAKE WINNIPEG SCHOOLS BUNDLE  
ADMINISTRATIVE AGREEMENT  
(the "Agreement")**

**B E T W E E N:**

**BLOODVEIN RIVER FIRST NATION**  
("Bloodvein River" or the "First Nation")

OF THE FIRST PART

**-and-**

**LITTLE GRAND RAPIDS FIRST NATION**  
("Little Grand Rapids" or the "First Nation")

OF THE SECOND PART

**-and-**

**PAUINGASSI FIRST NATION**  
("Pauingassi River" or the "First Nation")

OF THE THIRD PART

**-and-**

**POPLAR RIVER FIRST NATION**  
("Poplar River" or the "First Nation")

OF THE FOURTH PART

**-and-**

**Shawano Consulting Services**  
("Shawano" or the "First Nations Project Coordinator")

OF THE FIFTH PART

**-and-**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
**as represented by the Minister of Indian Affairs and Northern Development**  
(the "Minister")

OF THE SIXTH PART

**-and-**

**[PROJECT MANAGER]**  
(the "Project Manager")

OF THE SEVENTH PART



**WHEREAS**, the Minister and each First Nation, in a Partnership Agreement dated January 27, 2016, outlined their intention to work together to ensure the construction of community schools; and

**WHEREAS**, Minister, each First Nation, and several other parties will be required to cooperate in order to achieve the goals set out in the Partnership Agreement; and

**WHEREAS**, the intent of this Agreement is to describe the General Duties of each Party, to indicate how each Party is to interact with every other Party, and to indicate how each Party will resolve any disputes that may arise;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

## **DEFINITIONS**

“Certificate of Substantial Performance” and “Certificate of Interim Performance” refers to the document which indicates that the Work is ready for the purpose intended.

“Community Coordinator” means the individual selected and retained by the First Nations to optimize communications between the First Nations and the other Parties and to act as a primary conduit of information to the First Nations from the other Parties.

“Contract” means a binding legal agreement for goods or services entered into by a Party.

“Contractor” means an entity that performs work on a contract basis.

“Design-Builder” means the entity which is solely responsible for the design, organization and supervision of construction, and methods, techniques sequences and procedures with respect to the Project. Based on the outcome of the procurement process, the Design-Builder may, or may not, be the same for both Projects.

“Design-Build Documents” means drawings, specifications and other documents appropriate to the size and complexity of the Project which describe the size and character of the Project (including architectural, structural, mechanical, and electrical systems, materials and other elements) and which set forth in detail the requirements for the construction, enlargement or alteration of the building comprising the Project.

“Enhanced Commissioning Authority” means the entity which will be responsible to coordinate with the Project Manager, the First Nations, the Design Builder(s), and all other associated with the design and construction of the Project, as needed, to ensure all building equipment and building systems are operating at optimal levels of performance.

“Financial Account Manager” means the person which acts as a joint bank account holder and signing authority with each First Nation and includes a party which accedes to this Agreement as set out in Schedule “D”.

“First Nations Project Coordinator” means the individual(s) selected and retained by the First Nations who will work with the Project Manager by providing support services to the First Nations to ensure that the Project is completed within the proposed scope, budget and schedule on their behalf.

“Fit-up Contractor” means the entity which will supply and deliver all furniture, fittings, and other free standing building components for each school that is constructed or renovated.

“Funding Agreement” means a written agreement or documentation constituting an agreement between Her Majesty the Queen in right of Canada and an applicant or a recipient setting out the obligations or understandings of both with respect to one or more Transfer Payments.

“General Duties” means the roles, responsibilities and accountabilities of each Party.

“Geotechnical Consultant” means the entity that will supply geotechnical services for the Project.

“Other Consultants/Contractors” is a generic term used to identify the entities retained by the Design-Builder(s), the Project Manager, or the First Nations Project Coordinator necessary to complete the Project. These entities may include, but are not limited to, the Geotechnical Consultant, the Enhanced Commissioning Authority and the Fit-up Contractor.

“Original Party” or “Original Parties” means Bloodvein River First Nation, Little Grand Rapids First Nation, Pauingassi First Nation, Poplar River First Nation, the First Nations Project Coordinator, the Minister, and the Project Manager.

“Party” or “Parties” means the Minister, Bloodvein River First Nation, Little Grand Rapids First Nation, Pauingassi First Nation, Poplar River First Nation, the First Nations Project Coordinator, the Project Manager, the Financial Account Manager, and the Design-Builder(s) in all sections of this Agreement except for Section 14 in which case the Minister shall not be included as a Party.

“Payment Certifier” means the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment.

“Project” means the total enterprise or endeavor carried out by the Parties to achieve the purpose described in Section 2 and includes the Work as a component.

“Project Deliverables” means the goods and services that are to be provided during the Project by all Parties as set out in a Subsidiary Agreement.

“Project Governance Structure” means the management framework in which Project decisions are made and which is included in Schedule C of this Agreement.

“Project Implementation Committee” means the group which provides strategic guidance and expert advice to the Minister and the Project Manager and whose permanent members are the Minister, the Project Manager, the First Nations Project Coordinator and the Design-Builder(s), and which can include as members such other entities as the permanent members deem appropriate.

“Subsidiary Agreement” means the funding agreements and contracts relating to the Project as set out in Schedule “A”,

“Transfer Payment” means a monetary payment, or a transfer of goods, services or assets made, on the basis of an appropriation, to a third party, including a Crown corporation, that does not result in the acquisition by Her Majesty the Queen in right of Canada of any goods, services or assets. A transfer payment does not include an investment, loan or loan guarantee.

“Work” means all activities related to the Project such as design construction, fit-up, commissioning and other related services outlined in various Subsidiary Documents – Schedule “A”.

## **PURPOSE OF THE AGREEMENT**

1. The purpose of this Agreement is to describe the general duties of each Party, indicate how each Party is to interact with every other Party, and set out how each Party will resolve disputes that may arise.

## **PURPOSE OF THE PROJECT**

2. The purpose of the Project is to accomplish the following:
  - (a) The construction of one new school to accommodate kindergarten to grade 9 students on the Bloodvein River reserve.
  - (b) The construction of one new school to accommodate kindergarten to grade 12 students on the Little Grand Rapids reserve.
  - (c) The renovation of the existing school to accommodate kindergarten to grade 9 students on the Pauingassi reserve.
  - (d) The construction of one new school to accommodate kindergarten to grade 12 students on the Poplar River reserve.
  - (e) Provide supporting infrastructure deemed as necessary by the Minister.

## **ADDITION OF PARTIES**

3. An entity which is not an Original Party shall accede to this Agreement, with at least with five (5) business days' notice to the Original Parties, by executing an accession agreement in the form set out in Schedule "E" and providing it to each of the Original Parties within five (5) business days of execution. The entity shall be deemed to be a Party on the date that is five (5) business days after the date of execution of the accession agreement.

## **SPECIFIC DUTIES OF THE PARTIES**

4. The specific duties of each Party are indicated in Subsidiary Agreements listed in Schedule "A", and these agreements are incorporated by reference into this Agreement.
5. The Parties shall comply with the administrative documents listed in Schedule "B" and which are incorporated by reference into this Agreement.
6. In interpreting this Agreement, in the event of discrepancies or conflicts between anything contained in a Subsidiary Agreement and in this Agreement, this Agreement shall prevail to the extent of the inconsistency.
7. All parties will respect the mores of the community in which they are engaged in work and will respect all by-laws, elders, and customs and traditions.

## **GENERAL DUTIES OF THE PARTIES**

8. The Minister is responsible for the following General Duties:
  - (a) Approving the budget for any services.
  - (b) Reviewing and approving all construction budgets.
  - (c) Providing funding to each First Nation so that each can provide community coordination services and engage a Community Coordinator if desired.

- (d) Providing funding to the First Nations Project Coordinator so that it can enter into a contract, on behalf of the four First Nations, with a Financial Account Manager which will provide services directly to each First Nation.
- (e) Providing funding to the First Nations Project Coordinator so that it can enter into contract(s), on behalf of the four First Nations, with a Design-Builder to construct educational facilities and supporting infrastructure deemed necessary by the Minister.
- (f) Providing funding to the Project Manager so that it can provide project management services to the Minister, and so that it can enter into contracts with Other Consultants/Contractors, as required.
- (g) Ensuring that funds provided to the Project Manager, the First Nations Project Coordinator and to each First Nation are used for the purposes set out the Capital Facilities and Maintenance Program Management Control Framework.
- (h) Participating in committees that are established in connection with the Project Governance Structure.

9. The Project Manager is responsible for the following General Duties:

- (a) Managing and controlling the Project through all stages of design, construction, and post-construction and for all matters described in section 6.0 of the Project Management Services Request for Proposals which is included as Annex 2 of the Funding Agreement dated (insert date) entered into between the Minister and the Project Manager.
- (b) Managing the Project in accordance with departmental approval processes established by the Minister.
- (c) Administering, for the benefit of each First Nation, the competitive process to obtain a Design-Builder (one per community; which may, or may not, be the same for each Project), Enhanced Commissioning Authority, and Other Consultants/Contractors, as required.
- (d) Engaging and paying for the services provided by the Geotechnical Consultant and the Enhanced Commissioning Authority.
- (e) Supervising the development of Project Deliverables by the Design-Builder(s).
- (f) Providing quality assurance and technical review of Project Documents, and reporting through all stages of the project.
- (g) Providing copies of the Project Deliverables and recommendations to the Project Implementation Committee and approving the Project Deliverables after obtaining direction from the Project Implementation Committee.
- (h) As the Payment Certifier, review the applications for payment and certify the value of services and of work performed and products delivered and instructing the Financial Account Manager on when it may sign cheques and providing advice to the Financial Account Manager on financial forecasting, Project monitoring, and project reporting matters.
- (i) Respecting the Project Governance Structure and participating in committees that are established in connection with the Project Governance Structure.

10. Each First Nation is responsible for the following General Duties:

- (a) Permitting access to the construction site on each reserve to every Party to this Agreement and to any other individual engaged by a Party to this Agreement at any reasonable time requested by a Party in order to permit the completion of the Project without delay.
- (b) Supporting and working cooperatively with the First Nations Project Coordinator.
- (c) Permitting the Project Manager to manage the Project and acknowledging that the Project Manager may make the final decision on any matter relating to the Project, including the design of any schools and the manner in which construction is carried out.
- (d) Attending meetings with the Minister, the Project Manager, the Design-Builder and Other Consultants in order to discuss design requirements, construction issues, access issues, coordination issues, and any other matters arising during the design, renovation and construction of the schools.
- (e) Respecting the Project Governance Structure and participating in committees that are established in connection with the Project Governance Structure.

11. The First Nations Project Coordinator is responsible for the following General Duties:

- (a) Requiring the Design-Builder(s), the Financial Account Manager and any Other Consultants/Contractors with which it proposes to enter into a Contract to first sign this Agreement.
- (b) Entering, separately for each community, into a design-build contract, with a qualified Design-Builder who submitted a compliant proposal that meets all the requirements of the Project as set out during the procurement process, and which is within the Project budget approved by the Minister. The Design-Build contract shall incorporate as legal obligations of the Design-Builder the following, but not limited to:
  - (i) Relevant sections of the various agreements listed in the Subsidiary Agreements Schedule "A"; and
  - (ii) the Minister's CN1 (Construction Contracting Guidelines for First Nations and Aboriginal Communities) or documentation approved by the Minister and provided by the Minister to each First Nation.

*Note: A design-build Contract shall not impose additional legal obligations on a Design Builder by a First Nation without consultation and approval by the Minister.*

- (c) Engaging and paying, upon authorization from the Project Manager and with the signature of the Financial Account Manager, for the services of a Design-Builder for each Project and Other Consultants/Contractors, as required.
- (d) Declaring the Design-Builder and/or Other Consultants/Contractors in default of their Contract, only after exhausting all other avenues for resolution, at the request of the Project Manager should a Party not fulfilled its obligations as set out in its Contract as entered into with a First Nation.

- (e) Co-signing cheques with the Financial Account Manager relating to Project expenditures, upon receiving authorization from the Project Manager and the Financial Account Manager of costs related to the Project.
- (f) Sending cheques to the Financial Account Manager who will deposit them, on behalf of each First Nation into the Project joint bank accounts.
- (g) Providing the views and concerns of each First Nation to the Project Manager and receiving information and documents from the Parties and providing this to the person to be designated by each First Nation.
- (h) Informing, and obtaining approvals from representatives of each First Nation throughout all stages of the Project.
- (i) Respecting the Project Governance Structure and participating in committees that are established in connection with the Project Governance Structure.

12. The Financial Account Manager is responsible for the following General Duties:

- (a) Opening and maintaining, with the First Nations Project Coordinator, on behalf of each First Nation, necessary Project joint bank accounts for the Project.
- (b) Depositing cheques, on behalf of First Nations, into the appropriate Project joint bank account.
- (c) Co-signing cheques with a First Nation's authorized signing officer, in accordance with the Project management plan, for expenditures related to Project construction, upon receiving signing approval from the Project Manager.
- (d) Working closely with the Project Manager and providing to the Project Manager information, as specified in the Contract between First Nations Project Coordinator and the Financial Account Manager, on behalf of all the First Nations.
- (e) Respecting the Project Governance Structure and participating in committees that are established in connection with the Project Governance Structure.

13. The Design-BUILDER(s) providing services on the reserve of each First Nation is responsible for the following General Duties:

- (a) Completing the work relating to the Project in accordance with each design-build contract entered into between the Design-BUILDER and the First Nations Project Coordinator.
- (b) Obtaining and following only the directions of the Project Manager and no other party.
- (c) Communicating, on a formal basis, with the Project Manager on any design or construction matters and other issues relating to the construction of the Project unless there is an immediate threat to the life or safety of Band members, construction workers or any other visitors, in which case the Design-BUILDER may communicate with any person that it deems appropriate.
  - (i) Communicating, during the period that is within one year following the issuance of the Certificate of Substantial Performance or Certificate of Interim

Performance, with only the Project Manager on any matters dealing with warranty or other post-construction issues.

- (ii) Communicating, after the period of one year following the issuance of the Certificate of Substantial Performance or Certificate of Interim Performance, with each First Nation as appropriate on any matters dealing with warranty or other post-construction issues.

(d) Providing any progress claims and change orders to the Project Manager.

(e) Respecting the Project Governance Structure and participating in committees that are established in connection with the Project Governance Structure.

#### **CROWN AGENCY**

14. No Party to this Agreement shall be considered to be an agent of Her Majesty the Queen in right of Canada. This section shall survive the termination or expiry of the Agreement.

#### **DELEGATION OF AUTHORITY**

15. A reference in this Agreement to the Minister includes any official who exercises a power delegated by the Minister and includes the Senior Assistant Deputy Minister Regional Operations or any official acting under his or her authority.

#### **ACT IN GOOD FAITH**

16. The parties agree to cooperate with each other, to carry out their Specific Duties and General Duties in good faith, and to take all reasonable action to enable the successful completion of the Project. The parties acknowledge that not every issue that may arise during a multi-year design and construction project may be addressed in this Agreement or a Subsidiary Agreement.

17. If an issue is not addressed in this Agreement or in a Subsidiary Agreement, the parties involved agree to attempt to resolve the issue themselves relying on commercially reasonable business practices. If they are unable to resolve the issue, they agree to forward the issue to the Project Implementation Committee for discussion and decision. If the Project Implementation Committee is unable to render a decision, the parties involved agree to use the dispute resolution process set out in this Agreement.

#### **DISPUTE RESOLUTION PROCESS**

18. Subject to sections 28 and section 29 of the Funding Agreement, in the event a dispute arises between one Party and another Party or Parties, or between any combination of Parties, regarding the interpretation of a provision of this Agreement or the obligations of a Party or Parties under this Agreement (a "Dispute"), and it cannot be otherwise resolved through discussion, any Party involved in the matter or with an interest in the matter (the "Affected Parties") shall resolve the dispute in the manner set out below.

19. In the event that a Dispute exists a Party shall give written notice to every other Affected Party, setting out:

- (a) that the Affected Party giving notice wishes to use the dispute resolution process provided for in this Agreement; and

- (b) a concise summary of the matter in dispute.
20. Within fifteen (15) business days of receiving the notice, the Affected Parties will appoint a mutually acceptable mediator for the purpose of assisting them in resolving the dispute. If the Affected Parties cannot agree on the choice of a mediator within that period, then the Affected Parties agree to jointly request, within ten (10) business days of the end of the first fifteen (15) business day period, that ADR Chambers recommend a mediator and shall request that ADR Chambers appoint a mediator within ten (10) business days of the request.
21. The Affected Parties agree to send as representatives individuals who have the power to make decisions and bind the Affected Party which they represent and to meet with the mediator at the times and places set forth by the mediator, or at such other times and places as the Affected Parties all agree in writing.
22. Each Affected Party will bear its own costs arising from the mediation process provided for in this Agreement and bear equally the costs of any mediator.
23. If the mediator is unable to resolve the dispute, to the satisfaction of one or more Affected Parties, an Affected Party shall give written notice to every other Party involved in the matter and every Party with an interest in the matter, setting out:
- (a) that the Party giving notice wishes to use the dispute resolution process provided for in this Agreement; and
  - (b) a concise summary of the matter in dispute.
24. Within fifteen (15) business days of receiving the notice, the Affected Parties will appoint a mutually acceptable arbitrator for the purpose of assisting them in resolving the dispute. If the Affected Parties cannot agree on the choice of an arbitrator within that period, then the Affected Parties agree to jointly request, within ten (10) business days of the end of the first fifteen (15) business day period, that ADR Chambers recommend an arbitrator and shall request that ADR Chambers appoint an arbitrator within ten (10) business days of the request.
25. The Parties agree to send as representatives individuals who have the power to make decisions and bind the Affected Party which they represent, to meet with the arbitrator at the times and places set forth by the arbitrator.
26. Each Party will bear its own costs arising from the arbitration process provided for in this Agreement and bear equally the costs of any arbitrator.
27. If each Affected Party agrees in writing before the arbitration begins that the decision of the arbitrator shall be final, then no Affected Party shall appeal the decision of the arbitrator to a Court or other tribunal. If, before the arbitration begins, one or more of the Affected Parties do not agree that the decision of the arbitrator shall be final, then the decision of the arbitrator may be appealed to a Court by any Affected Party on the basis of an error of fact, an error of law, or both.



28. Section 19 of the Funding Agreement does not apply with respect to a dispute between one Party and another Party if a dispute resolution process already exists in the contract entered into between that Party and the other Party. If an additional Party is involved in the dispute or has an interest in the dispute, and is not a party to the funding agreement or contract, then all of the Parties shall use the dispute resolution process set out in this Agreement.
29. The following matters shall not be subject to the dispute resolution process set out in this Agreement:
- (a) A decision of the Minister to reduce funding provided for the Project when required by new circumstances.
  - (b) Project budget decisions of the Minister.
  - (c) An audit or evaluation of any Party conducted by the Minister.
  - (d) A decision by the Minister that the Program Manager or a First Nation is in default under a Funding Agreement.
  - (e) A decision by a First Nation or the Project Manager that a Design-Builder or Other Consultants/Contractors is in default of its obligations as set out in a Contract between the said Party and a First Nation.
  - (f) Any action taken by the Minister to remedy a default under a Funding Agreement with the Project Manager or a First Nation.
  - (g) Matters involving the application or interpretation of Government of Canada policy.

#### **CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

30. Except as provided in Section 31 of the Funding Agreement, the Parties shall not use, copy, disclose or otherwise communicate any information or intellectual property not available to the general public that was gained by them in the course of their duties related to the Agreement, except as is necessary in the proper discharge of those duties or except as provided in a Subsidiary Agreement. This section shall survive the termination or expiry of the Agreement.
31. With respect to the Project, the Minister and the First Nations may make public the name of the First Nations receiving funding under a Funding Agreement, the amount of funding provided to the First Nations under any Funding Agreement, and the general nature of the Project. This section shall not limit any legal obligation that the Minister or a First Nation has to disclose additional information. This section shall survive the termination or expiry of the Agreement.

#### **GOVERNING LAWS**

32. This Agreement and all activities connected with the project shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein. In particular, all parties shall comply with the statutes, regulations, policies, codes, directives, standards, protocols, specifications, guidelines and procedures described in the Protocol for INAC-funded Infrastructure (PIFI); which is incorporated by reference into this Agreement.

## SCHEDULES

33. Schedules “A”, “B”, “C”, “D” and “E” to this Agreement are incorporated into Agreement and each Party shall comply with the requirements set out in the schedules.

## NOTICE

34. Where this Agreement requires that a communication be in writing, such communication may be sent by registered mail, regular mail, courier delivery, facsimile, or e-mail to the contact person of each party at the following addresses. Verbal communication may be made by phoning the contact person at the following telephone numbers.

|  |  |
|--|--|
| Little Grand Rapids First Nation Address:<br><br>Contact Person:<br>E-Mail:<br>Fax:<br>Phone Number: | Bloodvein River First Nation Address:<br><br>Contact Person:<br>E-Mail:<br>Fax:<br>Phone Number: |
| Pauingassi First Nation Address:<br><br>Contact Person:<br>E-Mail:<br>Fax:<br>Phone Number:          | Poplar River First Nation Address:<br><br>Contact Person:<br>E-Mail:<br>Fax:<br>Phone Number:    |
| SERDC Address:<br><br>Contact Person:<br>E-Mail:<br>Fax:<br>Phone Number:                            | Minister Address:<br><br>Contact Person:<br>E-Mail:<br>Fax:<br>Phone Number:                     |
| <b>Project Manager</b> Address:<br><br>Contact Person:<br>E-Mail:<br>Fax:<br>Phone Number:           |  |

## AMENDMENT

35. This Agreement shall not be amended nor modified nor shall any of its terms and conditions be waived except by Agreement in writing by all Parties.

36. A Party shall not unreasonably refuse to make an amendment.

37. Notwithstanding Section 35 of the Funding Agreement, following notice to each Party, the addition of a party undertaking the duties of an entity listed in Schedule "D" shall not be considered an amendment to this Agreement to which the agreement of all of the Parties is required.

**SUCCESSORS AND ASSIGNS**

38. This Agreement shall ensure to the benefit of, and be binding upon, the parties and their lawful administrators, successors and assigns.

**ASSIGNMENT**

39. No party will assign this Agreement, either in whole or in part, without the written consent of the each of the other parties.

**EFFECTIVE DATE**

40. This Agreement is effective as of **(insert date)**. It is acknowledged that different parties will accede to this Agreement at different times as the Project proceeds. A party shall be bound by the Agreement as of the date that it signs this Agreement.

**EXPIRY AND TERMINATION**

41. This Agreement shall expire on the day that is five (5) years from the date of issuance of the Certificate of Substantial Performance or Certificate of Interim Performance.

42. Upon the written agreement of all Parties, this Agreement may be terminated prior to the date set out in Section 41 of the Funding Agreement.

**EXECUTION**

Each party agrees to be bound by this Agreement as of the date reflected below its signature.

**BLOODVEIN RIVER FIRST NATION, as represented by its Chief**

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**LITTLE GRAND RAPIDS FIRST NATION, as represented by its Chief**

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**PAUINGASSI FIRST NATION, as represented by its Chief**

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**POPLAR RIVER FIRST NATION, as represented by its Chief**

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**I have the authority to bind the Shawano Consulting Limited**

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**I have the authority to bind the Corporation**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development**

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**[PROJECT MANAGER], as represented by**

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**I have the authority to bind the Corporation**

## **Schedule "A"**

### **Subsidiary Agreements**

1. Funding Agreement between the Minister and Bloodvein River First Nation, as amended from time to time.
2. Funding Agreement between the Minister and Little Grand Rapids First Nation, as amended from time to time.
3. Funding Agreement between the Minister and Pauingassi First Nation, as amended from time to time.
4. Funding Agreement between the Minister and Poplar River First Nation, as amended from time to time.
5. Funding Agreement between the Minister and the Project Manager.
6. Contract between the Project Manager and a Geotechnical Consultant on behalf of all First Nations.
7. Contract between the Project Manager and an Enhanced Commissioning Authority on behalf of all First Nations.
8. Contract between the First Nations Project Coordinator and the Design-Builder on behalf of Bloodvein River.
9. Contract between the First Nations Project Coordinator and the Design-Builder on behalf of Poplar River.
10. Contract between the First Nations Project Coordinator and the Design-Builder on behalf of Little Grand Rapids.
11. Contract between the First Nations Project Coordinator and the Enhanced Commissioning Authority on behalf of all First Nations.
12. Contract between the First Nations Project Coordinator and Other Consultants on behalf of all First Nations.
13. Contract between the First Nations Project Coordinator and the Financial Account Manager on behalf of all First Nations.

## **Schedule “B”**

### **Administrative Documents Incorporated by Reference**

#### **Terms of Reference**

- Project Manager Request for Proposals
- First Nations Project Coordinator Request for Proposals
- Design Consultant Request for Proposals
- Geotechnical Consultant Request for Proposals
- Financial Account Manager Request for Proposals
- Fit-up Contractor Request for Proposals

#### **General Policies, Frameworks, Directives and Standards**

- Protocol for INAC-Funded Infrastructure
- Program Directives 20-1 Chapter 6 Capital Facilities and Community Services
- Contracting Directives, Frameworks, Guides and Policies
- Tendering Policy on Federally Funded Projects for First Nations on Reserve
- CN1 Construction Contracting Guidelines for First Nations and Aboriginal Communities
- CN2 Contracting for Professional Services by First Nations and Aboriginal Communities
- CN3 Contracting for Non-Professional Services by First Nations and Aboriginal Communities
- Framework to Guide the Development of a First Nation Tendering Policy

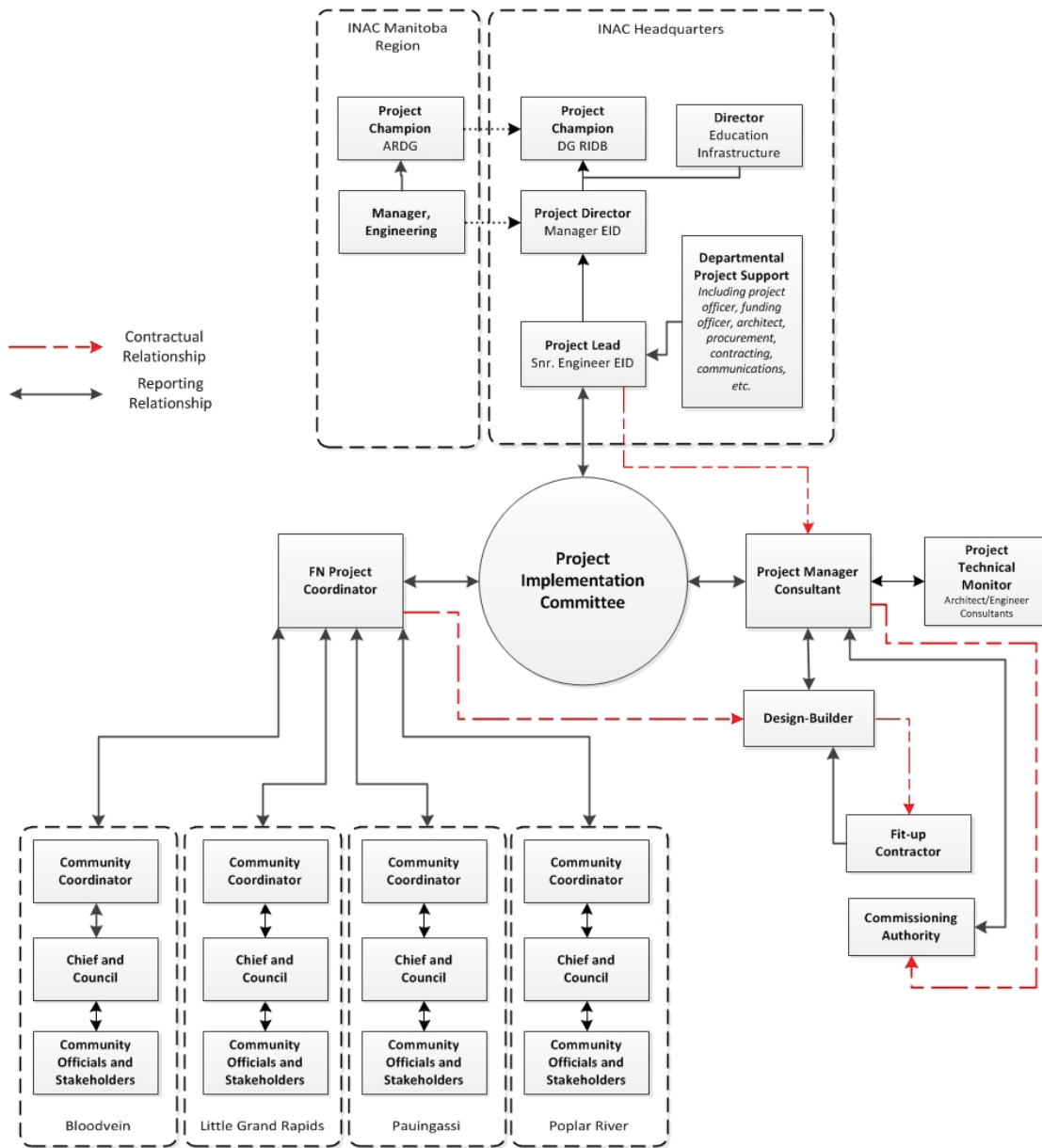
#### **Project Management Directives, Frameworks, Guides, Manuals and Parameters**

- First Nations and Aboriginal Communities Project Management Manual
- Operational Parameters for the Review and Evaluation of Construction Management Projects
- Evaluation of Capital Projects under Contribution Arrangements
- Recipient Reporting Guide

#### **School-Specific Directives and Standards**

- School Space Accommodation Standards
- Level of Service Standards and Management of Teacherages on Reserve
- Directive on School Site Development

## Schedule "C"



### **Project Implementation Committee**

Mandate: To provide decision-making, instructions and oversight on overall project delivery.

Responsibilities:

- Report and provide recommendations.
- Provide strategic guidance and expert advice.
- Review all financial reports.
- Review progress reports.
- Recommend Change Orders approval.
- Recommend invoice payments.

Committee Members: INAC representatives, Project Manager Consultant (Chair & Secretariat), First Nation Project Coordinator, and First Nation Community Coordinators. Subject matter experts may occasionally attend meetings.

Meeting Frequency: Monthly or more often as required.

### **Project Financial Sub-Committee**

Mandate: The Financial Committee reviews project status and budget/forecast position. The Committee reports to the Project Implementation Committee.

Responsibilities:

- Review project financial status and budget/forecast position and reports.
- Recommend for approval all financial transactions and financial reports.
- Work with recommendations from Technical Sub-Committee on any change requests generated during construction phase of project.

Sub-Committee Members: INAC Representatives, Project Manager Consultant (Chair & Secretariat), Financial Account Manager.

Meeting Frequency: Meetings frequency and duration will be determined by the meeting chair at initial kick-off meeting.

### **Technical Sub-Committee**

Mandate: The Technical Sub-Committee reports and recommends items to Project Implementation Committee with regards to attainability of design considering scope, budget and schedule.

Responsibilities:

- Report and recommend technical items to the Project Implementation Committee.
- Review attainability of design and recommends modifications of scope, budget and schedule.
- Review Change Notices and Change requests that have impact on scope, budget and/or schedule (including Health and Safety).

Sub-Committee Members: INAC members, Project Manager Consultant (Chair & Secretariat), Design-Builder, First Nation Project Coordinator (as needed), and/or subject matter experts.



Meeting Frequency: Meetings frequency and duration will be determined by the meeting chair at initial kick off meeting.

### **Proposal Review Committees**

Mandate: The Proposal Review Committees review the proposals that were received as part of each specific Request for Qualifications and Request for Proposals and recommends contract awards.

Committee Members: The membership is based on proposal being reviewed such as, but not limited to:

- a. Project Manager RFP
  - DIAND
  - First Nations and First Nations Project Coordinator
- b. Design-Build RFQ
  - DIAND
  - First Nations and First Nations Project Coordinator
  - Project Manager Consultant
- c. Design-Build RFP Packages
  - DIAND
  - First Nations and First Nations Project Coordinator
  - Project Manager Consultant
- d. Enhanced Commissioning
  - DIAND
  - First Nations and First Nations Project Coordinator
  - Project Manager Consultant

Meeting Frequency: Meetings frequency and duration will be determined by the meeting chair at initial kick off meeting.

**Schedule "D"**

**Entities which may be added without amending the Agreement**

The Financial Account Manager  
The Design-Builder for Bloodvein River First Nation  
The Design-Builder for Little Grand Rapids First Nation  
The Design-Builder for Pauingassi First Nation  
The Design-Builder for Poplar River First Nation

**Schedule "E"**

**Form of Agreement for the Addition of an Entity as a Party**

**TO:**

BLOODVEIN RIVER FIRST NATION  
LITTLE GRAND RAPIDS FIRST NATION  
PAUINGASSI FIRST NATION  
POPLAR RIVER FIRST NATION  
SOUTHEAST RESOURCE DEVELOPMENT COUNCIL CORPORATION  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of Indian Affairs and Northern Development  
**[PROJECT MANAGER]**

**FROM:**

**[NAME OF ENTITY]**  
(the "Applicant")

Take notice that the Applicant hereby wishes to accede to Lake Winnipeg Schools Bundle Administrative Agreement (the "Agreement") which came into effect on **(insert date)**. The Applicant agrees to be bound by the terms set out in the Agreement and agrees to provide a copy of this executed accession agreement to each of the Original Parties within five (5) business days of execution. The applicant understands and agrees that it will be a Party on the date that is five (5) business days after the date of execution of the accession agreement.

Contact information of the Applicant:

Address:  
Contact person:  
E-mail:  
Fax:  
Phone number:

Executed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2017.  
(community)

Per: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the Corporation.

**Annex 9 - Extra Work Form**

Recipient: \_\_\_\_\_

Date: \_\_\_\_\_

|   |                                   |  |              |
|---|-----------------------------------|--|--------------|
| <b>Description of Extra Work:</b>                                   |                                   |  |              |
| (Please attach a separate sheet, if required)                       |                                   |  |              |
|   | <b>Estimated<br/>No. of Hours</b> | <b>Firm Hourly Rate<br/>as per Funding Agreement</b> | <b>Total</b> |
| <b>Labour:</b>  |                                   |  |              |
| Project Management Team Lead  |                                   |  |              |
| Project Management Support Team                                     |                                   |  |              |
| <b>Total Labour</b>   |                                   |  | \$ _____     |
| <b>Total Price</b>  |                                   |  |              |
| <b>Total Estimated Cost of Extra Work (Applicable Taxes extra):</b> |                                   |  | \$ _____     |

**Basis of payment**

In consideration of the Recipient satisfactorily completing all of its obligations under the authorized Extra Work Form, the Recipient will be paid the firm hourly rate price indicated above. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Recipient for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Funding Agreement Authority before their incorporation into the Work.

**Authorization**

By signing this Form, the authorized Funding Agreement Authority and/or Project Authority, certify(ies) that the content of this Form is in accordance with the conditions of the Funding Agreement.

Name of Project Authority \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Funding Agreement Authority \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractor's Signature**

Name and title of individual authorized to sign for the Contractor

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Annex 10 –Certificate of Insurance

**CERTIFICATE OF INSURANCE**

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

|                                  |              |
|----------------------------------|--------------|
| Description and Location of Work | Contract No. |
|                                  | Project No.  |

|                                  |                       |      |          |             |
|----------------------------------|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent | Address (No., Street) | City | Province | Postal Code |
|----------------------------------|-----------------------|------|----------|-------------|

|                              |                       |      |          |             |
|------------------------------|-----------------------|------|----------|-------------|
| Name of Insured (Contractor) | Address (No., Street) | City | Province | Postal Code |
|------------------------------|-----------------------|------|----------|-------------|

Additional Insured  
***Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services***

| Type of Insurance   | Insurer Name and Policy Number | Inception Date<br>D / M / Y | Expiry Date<br>D / M / Y | Limits of Liability  |                          |                                |
|---|--------------------------------|-----------------------------|--------------------------|--|--------------------------|--------------------------------|
|   |                                |                             |                          | Per Occurrence   | Annual General Aggregate | Completed Operations Aggregate |
| <b>Commercial General Liability</b><br><b>Umbrella/Excess Liability</b>   |                                |                             |                          | \$   | \$                       | \$                             |
| <b>Builder's Risk / Installation Floater</b>  |                                |                             |                          | \$   |                          |                                |
| <b>Pollution Liability</b>  |                                |                             |                          | \$   |                          | Aggregate<br>\$                |
|   |                                |                             |                          | <input type="checkbox"/> Per Incident<br><input type="checkbox"/> Per Occurrence |                          |                                |
| <b>Marine Liability</b>   |                                |                             |                          | \$   |                          |                                |
| <b>Aviation Liability</b>   |                                |                             |                          | \$   |                          | Aggregate<br>\$                |
|   |                                |                             |                          | <input type="checkbox"/> Per Incident<br><input type="checkbox"/> Per Occurrence |                          |                                |
| <b>Insert other type of insurance as required</b>   |                                |                             |                          | \$   |                          |                                |
| <ul style="list-style-type: none"> <li>• Builders Risk</li> <li>• Environmental Issues</li> <li>• Errors and Omissions</li> </ul> |                                |                             |                          |  |                          |                                |

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

### Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

**Contractors Pollution Liability**

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

**Aviation Liability**

The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than **\$5,000,000** per incident or occurrence and in the aggregate.

**Marine Liability**

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

**Other types of Insurance**

To be inserted below according to specifics of project.

**Use separate page if needed.**