



REQUEST FOR PROPOSALS

for

Pre-Construction Management and Construction Management Services

Tla'amin tisk^wat Indigenous Housing Fund Project

TLA'AMIN NATION

4779 KLAHANIE ROAD, TLA'AMIN, BC, V8A 0C4

Important dates and times to note:

Issue Date	February 19th, 2025
Enquiry Deadline	February 26th, 2025
Closing Time	05:00 PM Pacific Time on March 5th, 2025

Table of Contents

1.	INTRODUCTION	4
1.1	About Tla’amin Nation	4
1.2	Description of Work	4
1.3	Definitions.....	5
2.	INSTRUCTIONS TO RESPONDENTS	6
2.1	Enquiries.....	6
2.2	No Solicitation.....	6
2.3	Addenda.....	6
2.4	Mandatory Submission Requirements.....	6
2.4.1	Content of Submission	6
2.4.2	Electronic format only.....	7
2.4.3	Mode of delivery	7
2.5	Closing Time	7
2.6	Multiple Submissions	7
2.7	Amendments or Withdrawal of Submission by Respondent	7
2.8	Clarification Period	7
3.	EVALUATION.....	9
3.1	Opening of Submissions	9
3.2	Evaluation	9
3.3	Selection.....	10
3.4	Notification	10
4.	TERMS AND CONDITIONS OF THIS REQUEST	11
4.1	Acknowledgment of Terms and Conditions.....	11
4.2	Nature of Anticipated Agreement	11
4.3	Request is Not a Tender	11
4.4	Nation’s Reservations	11
4.5	No Claim for Compensation.....	11
4.6	Disqualification for Solicitation	11
4.7	Disqualification for Conflict of Interest	12
4.8	Dispute Resolution	12
4.9	Liability for Errors.....	12
4.10	Litigation	12
4.11	Ownership of Submissions and Freedom of Information.....	12
4.12	Trade Agreements	12
4.13	Liability Insurance	12
4.14	Automobile Liability Insurance.....	13
4.15	WorkSafe BC.....	13
4.16	Professional Liability Insurance	13

4.17 Letter of Surety.....	13
SCHEDULE A – SCOPE OF PROCUREMENT	14
Project Description.....	14
Current Schedule:.....	14
Scope of Services.....	14
SCHEDULE B – SUBMISSION SIGNATURE PAGE	16
SCHEDULE C – RESPONDENT’S QUALIFICATIONS	17
SCHEDULE D – TECHNICAL PROPOSAL	19
SCHEDULE E – FINANCIAL PROPOSAL	20
SCHEDULE F – PROJECT SCHEDULE.....	21
SCHEDULE G – INDIGENOUS PARTICIPATION PLAN	22
SCHEDULE H – FORM OF AGREEMENT	24
ANNEXES	25

1. INTRODUCTION

1.1 About Tla'amin Nation

Tla'amin Nation is part of the Northern-most Coast Salish ƧayƧajuθəm speaking peoples. Our Nation has almost 1,200 Citizens. We are a growing, forward-thinking First Nation.

Tla'amin Territory spans along the northern part of BC's Sunshine Coast, extending down both sides of the Strait of Georgia, occupying an area over 400km². Our main permanent village (tishosum) is located just north of the City of Powell River in BC, along Highway 101. Our people today inherited rich territories and teachings from our Ancestors who have cared for these Lands since time immemorial.

Since April 5, 2016, Tla'amin Nation became self-governing through the Modern Treaty Process. This means that Tla'amin Nation has law-making authority with respect to management, planning, zoning and development on Tla'amin Lands. Federal and provincial law will also apply to all lands owned by Tla'amin Nation.

For more information on the Tla'amin Nation, refer to the Tla'amin Nation website: www.tlaaminnation.com.

1.2 Description of Work

Tla'amin Nation requests Submissions from firms with expertise in construction management and general contracting to provide construction management Services for a housing project located in Powell River at 5903 Arbutus Avenue (the "Project"). The Project is not sufficiently advanced to allow the Contractor to prepare quantity takeoffs, obtain reliable quotes for work from subcontractors and suppliers and prepare a final pricing for the Project to obtain necessary approvals. Tla'amin Nation has determined that the Project can be accomplished most effectively by retaining the services of the Contractor to perform Pre-Construction Services, the scope for which is described in Schedule A. Tla'amin Nation intends for the Contractor to act as the general contractor for the construction and post-construction phases of the Project, subject to Project and funding approvals.

The Project is designed as single three-storey wood frame building with 30 surface parking spaces and 4 visitor spaces. There are a total of 30 units of affordable housing for Nation members. The proposed unit mix is as follows:

- 16 two-bedrooms (adaptable)
- 2 two-bedrooms (accessible)
- 12 three-bedrooms (adaptable)

The proposed design will soon complete design development. The project has received an award from BC Housing's Indigenous Housing. As such, it is expected that the project will meet BC Housing design requirements, including BC Housing Design Guidelines and Construction Standards, along with any issued technical bulletins. The total gross floor area for the Project is approximately 3,087.6m².

Tla'amin Nation has engaged Urban Arts Architecture to provide design services. The Architect has engaged a full consultant team, and The Nation has directly engaged supporting consultants. Tla'amin Nation has also engaged Lu'ma Development Management to act as development consultant for the project.

1.3 Definitions

In this Request the following definitions apply:

"Agreement" has the meaning provided in section 4.2;

"Closing Time" has the meaning set out in section 2.5;

"Conflict of Interest" means a personal, familial, social, or commercial relationship between the Respondent or its directors or officers with The Nation or its directors or employees that may potentially result in or may be reasonably perceived to result in:

- (i) the Respondent having an improper influence over the objective, unbiased and impartial exercise of the independent judgment The Nation's directors or employees with respect to the Respondent during the procurement process or during the performance of the Agreement; or
- (ii) any other advantage to the Respondent in the procurement process that could be deemed unfair or wrongful under common law or under applicable trade agreements.

"Disqualification" or **"Disqualify"** means a Respondent being deemed ineligible to participate in this procurement process for reasons expressed or implied in this Request;

"Enquiry Deadline" means the date prescribed as such on the cover page of this Request;

"Nation" refers to the Tla'amin Nation

"Notification" has the meaning provided in section 3.4;

"Request" or **"Request for Proposals"** means this document;

"Respondent" means an entity that responds to, or contemplates responding to, this Request;

"Services" refers to the services described in Schedule A;

"Submission" means the document(s) that constitute, or are intended by the Respondent to constitute, a response to this Request.

2. INSTRUCTIONS TO RESPONDENTS

It is the sole responsibility of each Respondent to ensure that its Submission meets the content, form and delivery requirements of the Request. Failure to follow the instructions contained in this Request may result in the Submission being deemed non-responsive, in which case it may not be evaluated by The Nation.

2.1 Enquiries

Any general and technical enquiries and other communications related to this Request must be directed in writing only via email to the email address provided in section 2.4.3. An attempt by a Respondent to make enquiries or communicate with The Nation through any other means may be deemed to be impermissible solicitation under section 2.2.

Proponents should not make any contact with The Nation, the Nation, the Architect, or any authority having jurisdiction over the Project for information or access to information related to this Project.

Enquiries must be submitted to The Nation before the Enquiry Deadline. The Nation reserves the right not to respond to inquiries made after the Enquiry Deadline. Enquiries and responses will be recorded and may be distributed to all Respondents at the discretion of The Nation.

The Nation shall have no responsibility for, and the Respondent must not rely upon, communications, representation or statements regarding this Request received by any means other than the means provided in this Request.

2.2 No Solicitation

Respondents must not attempt to contact any elected representatives or employees of The Nation with the intent of influencing the result of this process.

2.3 Addenda

If deemed necessary by The Nation, the Request may be amended through the issuance of addenda. Addenda, if any, will be circulated to the Respondent via the email identified by the Respondent potential proponent. posted on The Nation's website as noted below up to the Closing Time. It is assumed that each Respondent submitting a Submission will have received any and all addenda.

2.4 Mandatory Submission Requirements

2.4.1 Content of Submission

A valid Submission must contain the following, arranged in that order:

- a) Cover Page referencing title of Request and name or logo of Respondent;
- b) Table of Contents (with page numbers referenced);
- c) Submission Signature Page, in the form provided in Schedule B;
- d) Respondent's Qualifications as required in Schedule C;
- e) Technical Proposal as required in Schedule D;
- f) Financial Proposal, in the form set out in Schedule E; and
- g) Project Schedule, in the form set out in Schedule F.
- h) Indigenous Participation Plan, in the form set out in Schedule G.

- i) Letter of surety confirming proof of bonding capacity, as well as proof of commercial general liability for wrap up and builders' risk insurance as per section 4.13, 4.16 and 4.17.

2.4.2 Electronic format only

A valid Submission must be:

- a) electronic, in PDF format;
- b) contained entirely in a single file; and
- c) having a file size of less than 15 MB.

2.4.3 Mode of delivery

A Submission must be delivered by email to the following email address: wyatt@lumadevelopment.ca and copy to dave@lumadevelopment.ca.

No other form of delivery is acceptable. Unacceptable forms of delivery include hardcopy, USB drive, and FTP. If a Respondent has technical concerns with the mode of delivery, it should bring the concerns to The Nation's notice through the enquiry process. Unless an exception is made to the mode of delivery by The Nation through the addendum process, The Nation will not accept alternative modes of delivery.

2.5 Closing Time

Submissions must be received on or before the Closing Time stated on the cover of this RFP. An email containing a Submission is deemed to be received at the time that is indicated as the time of receipt or delivery in the email metadata as visible on The Nation's email server. If the said email metadata contains multiple times for receipt or delivery, the earliest such time shall be deemed to be the time of receipt of the email.

It is the sole responsibility of each Respondent to ensure their Submission is delivered as per the requirements of this Request. Late Submissions will not be considered or evaluated.

2.6 Multiple Submissions

A Respondent may submit two or more separate Submissions in response to this Request. Each Submission must separately meet mandatory submission requirements provided in this Request.

2.7 Amendments or Withdrawal of Submission by Respondent

After a Submission is delivered to The Nation, a Respondent may amend it by delivering a complete, revised Submission no later than the Closing Time. The submission requirements provided in section 2.4 apply in their entirety to such revised Submissions.

After a Submission is delivered to The Nation, it may be withdrawn by the Respondent by delivering written notice of such withdrawal no later than the Closing Time to the email address provided in section 2.4.3.

2.8 Clarification Period

The Nation may, at its sole discretion, request clarification(s) from a Respondent regarding its Submission if The Nation determines that additional information is required to fairly evaluate the Submission. For certainty, The Nation is not obligated to request a clarification under any circumstances. If required, The Nation may

request the Respondent to make a presentation, supply samples, provide demonstrations and/or additional technical literature. Any requested clarification must be provided by the Respondent in the time and manner provided by The Nation.

3. EVALUATION

3.1 Opening of Submissions

There will not be a public opening for Submissions received.

3.2 Evaluation

Each Submission will first be evaluated to determine if it meets all mandatory submission requirements stated in section 2.4. Submissions that do not meet all mandatory submission requirements will be deemed unresponsive and not evaluated further.

All Submissions determined to be responsive will be evaluated further and scored on the following basis:

Evaluation Criteria	Maximum Points Possible
Qualifications and Experience <i>Evaluation based on Schedule C</i>	25
Methodology and Approach <i>Evaluation based on section 1 in Schedule D</i>	15
Financial Proposal <i>Evaluation based on Schedule E</i> The lowest priced Submission will receive a score of 30. Scores for other Submissions will be calculated as follows: Score= $25 \times \frac{\text{Lowest price submitted in response to RFP}}{\text{Price proposed by particular Respondent}}$	25
Project Schedule <i>Evaluation based on Schedule F</i>	10
Indigenous Participation Plan <i>Evaluation based on Schedule G</i>	25
TOTAL	100

With respect to 'Qualifications and Experience', The Nation may solicit or receive information from third-party sources, whether or not such third parties are named in the Submission, to validate the information provided in the Submission. The Nation may rely on such information in evaluating the Respondent with respect to these criteria.

3.3 Selection

The Respondent that is assigned the highest score will be invited to enter into the Agreement with The Nation. If the invited Respondent fails to enter into the Agreement, The Nation may invite the Respondent with the next highest score to enter into the Agreement.

3.4 Notification

The Nation will, within a reasonable time after evaluation of Submissions, notify each Respondent in writing ("Notification") whether the Respondent's Submission has been selected.

4. TERMS AND CONDITIONS OF THIS REQUEST

4.1 Acknowledgment of Terms and Conditions

By delivering a Submission to this Request, the Respondent agrees to be bound by the provisions of this Request, including the terms and conditions set out in section 4.

4.2 Nature of Anticipated Agreement

It is understood and agreed by the Respondent that should a Respondent's Submission be selected by The Nation, The Nation will invite the Respondent to enter into an agreement ("Agreement") substantially in the form provided in Schedule H.

4.3 Request is Not a Tender

This Request is not a tender and does not commit The Nation in any way to enter into an Agreement with any Respondent or to purchase goods or services from that Respondent. Issuance of this Request by The Nation, delivery of a Submission by the Respondent, or issuance of a Notification by The Nation do not result in any obligations for either The Nation or the Respondent. By delivering a Submission, each Respondent acknowledges that no 'Contract A' or contract of any other kind is formed under, or arises from, this Request, except the Agreement which may voluntarily be entered into by the parties, each at its own discretion.

4.4 Nation's Reservations

The Nation reserves the right to:

- a) amend, cancel, delay, suspend, terminate, or withdraw this Request at any time;
- b) re-advertise the Request or to commence a new procurement process in any other form;
- c) after the Closing Time, to not evaluate any Submission;
- d) waive any defect or irregularity in a Submission;
- e) after evaluation of Submissions has been performed, to not invite any Respondents to enter into the Agreement;
- f) keep the proposals and evaluations confidential;
- g) after inviting one or more Respondents to enter into the Agreement, to not execute the Agreement; and
- h) amend or negotiate terms of the Agreement including scope of Services with one or more Respondent.

4.5 No Claim for Compensation

Except as expressly and specifically permitted in these general conditions, no Respondent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request, and by submitting a Submission, each Respondent shall be deemed to have agreed that it has no claim. Respondents are solely responsible for their own expenses in preparing and submitting a Submission, and for any meetings, negotiations or discussions with The Nation or its representatives and consultants, relating to or arising from the Request.

4.6 Disqualification for Solicitation

If The Nation reasonably believes that a Respondent has solicited or attempted to solicit any members of the elected Council or employees of The Nation in a manner prohibited under this Request, The Nation may Disqualify the Respondent and such Respondent's Submission, if delivered, may not be evaluated.

4.7 Disqualification for Conflict of Interest

At any time in the procurement process when The Nation becomes aware of circumstances that could give rise to a Conflict of Interest on part of a Respondent (whether such knowledge is gained through the Respondent's own disclosure or any other source), The Nation will review the circumstances to determine if the Conflict of Interest can be mitigated through commercially reasonable measures. If The Nation determines that the said Conflict of Interest cannot be mitigated through commercially reasonable measures, The Nation may Disqualify the Respondent.

If The Nation becomes aware of a Conflict of Interest on part of a Respondent that that Respondent knew of, or should have known of, that the Respondent failed to disclose in its Submission, The Nation may Disqualify the Respondent without further inquiry.

4.8 Dispute Resolution

All claims, disputes or issues in dispute between The Nation and the Respondent arising out of this Request shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia and under the laws of British Columbia.

4.9 Liability for Errors

While The Nation has used considerable efforts to provide information in this Request that is accurate, the information is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by The Nation, nor is it necessarily comprehensive or exhaustive.

4.10 Litigation

In addition to any other provision of this Request, The Nation may, at its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent, is or has been within the past two (2) years engaged directly or indirectly in a legal action against The Nation, its elected or appointed officers, representatives or employees in relation to any matter.

4.11 Ownership of Submissions and Freedom of Information

All Submissions submitted under this Request become the property of The Nation and will not be returned to the Respondent. The Nation advises Respondents that parts or all of their Submissions may be subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act (FOIPPA) and the Community Charter.

4.12 Trade Agreements

This Request is subject to Part Five of the Canadian Free Trade Agreement and other applicable trade agreements.

4.13 Liability Insurance

Prior to entering into an Agreement with any Respondent selected through this Request, The Nation must receive proof of comprehensive general liability insurance in the amount of not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage and including liability assumed under the Agreement.

a) In all policies of insurance providing coverage called for in this clause (except for motor vehicle insurance), The Nation and its funding partners (e.g. BC Housing, etc.) shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured.

b) The insurance policy(ies) referred to herein shall not be cancelled or materially changed without the insurer giving not less than thirty (30) days written notice to The Nation.

4.14 Automobile Liability Insurance

Prior to entering into an Agreement with any Respondent selected through this Request, The Nation must receive proof of automobile liability insurance, with respect to owned and leased vehicles used directly or indirectly in the performance of the work, covering liability for bodily injury, death and damage to property with a limit of not less than less than two million dollars (\$2,000,000) per occurrence.

4.15 WorkSafe BC

Prior to entering into an Agreement with any Respondent selected through this Request, The Nation must receive the items listed below:

- a) Recent WorkSafe BC clearance letter and
- b) Evidence that all persons performing the Work who are not covered by the Workers Compensation Act are covered under personal optional protection coverage available through the Workers' Compensation Board.

4.16 Professional Liability Insurance

Prior to entering into an Agreement with any Respondent selected through this Request, The Nation must receive proof of Professional Liability Insurance on terms and from an insurer satisfactory to The Nation. The Professional Liability Insurance policy shall insure the consultant from legal liability for errors, omissions and negligent acts, to the extent of no less than \$2,000,000 per claim.

4.17 Letter of Surety

Respondents should include with their Submission a letter of surety confirming proof of bonding capacity.

SCHEDULE A – SCOPE OF PROCUREMENT

Project Description

The building design has been developed by Tla’amin Nation. To assist with project development, The Nation has retained Lu’ma Development Management’s services. Tla’amin Nation will be the operator for the housing project to provide housing for Nation members. The project includes a small office for Tla’amin Nation in the lobby on the ground floor, and 30 units of housing for Nation members in the remainder of the project. There are 34 surface parking spaces.

The Nation has retained Urban Arts Architecture (the “Architect”) to provide design services. The Architect has engaged the following consultants: electrical, mechanical, structural, landscape, civil and energy. The Nation has retained geotechnical, archaeological, environmental, and surveying trades. The total gross floor area for the Project is approximately 3087.6m². The Project design is well advanced with design development close to completion.

Capital funding has been allocated through BC Housing’s Indigenous Housing Fund. The Nation and its consultants are under no duty or obligation to issue a tender or proceed further with the Project until The Nation, in its sole and absolute discretion, determines that it has received final approvals from its lender(s) to finance the Project.

Current Schedule:

Hire CM	March 12 th , 2025
Drawing review and Class C Estimate	March 28 th , 2025
Class B Estimate	May 8 th , 2025
Tendering	July 4 th - 31 st , 2025
Final Pricing	August 15 th , 2025
Funding Commitment/FPA	September 15 th , 2025
Construction Start	September 21 st , 2025

Scope of Services

The Nation has engaged the Architect to perform design services for this Project. Structural, civil, mechanical, electrical, landscape, and energy, and other design consultants necessary to complete the Project are engaged by the Architect. To support the project, the Nation has retained geotechnical, archaeological, environmental, and surveying trades.

It has been determined that the Project can be accomplished most effectively by retaining the services of a Construction Manager (the “CM”) to perform a hybrid of preconstruction services in the first instance and to assume the duties and obligations of the CM for construction and post-construction services following completion of preconstruction services. With the construction documents being well advanced, the CM

would only be required to provide the construction document and construction procurement phases of preconstruction services. The intention is to provide a higher level of certainty to the estimated construction budget and assist in planning the schedule to construction start. The Owner is also interested in a value analysis exercise with any suggestions to reduce costs or improve constructability and clarity of documentation.

The CM will be an integral member of the design team, providing cost and construction economic advice to the team. The Architect will chair design development meetings as needed in the owner's sole discretion and CM will assist. CM will chair construction meetings as needed in the owner's sole discretion and minute the progress and actions to be taken by the team.

The CM shall be responsible for professional quality and technical accuracy of all documentation it prepares for municipal approvals, construction, commissioning, and warranty provision as related to the construction, occupancy, and operation of the completed facility.

The intention of the parties is to amend the CCDC5B contract with a Stipulated Price Agreement at the end of the construction procurement phase, and at the sole discretion of The Nation and subject to authority having jurisdiction approvals and funding approvals.

As part of the tender at the completion of the Pre-Construction Services The Nation will require a complete and open bid book to be presented and reviewed prior to finalizing the price for the amending agreement. It is the expectation of The Nation that best efforts will be made to get at least 3 bids per scope. Any work that is to be self-performed must be identified prior to tender and the expectation is still to have bid coverage to confirm price competitiveness.

As further described in Schedule G – Indigenous Participation Plan, Tla'amin Nation is committed to maximizing the meaningful participation of Nation and other local Indigenous businesses and workforce in our housing projects, including the Arbutus Ave Project. We are seeking to work with a Proponent who is likewise committed to collaboratively facilitating employment and training for Indigenous workforce candidates and subcontracting for Nation businesses.

An Indigenous Participation Plan (IPP) will be developed collaboratively upon award by the successful Proponent and Tla'amin Nation with its partners and the IPP will guide the evaluation process for the tendering of the construction phase. The evaluation process will be designed collaboratively; possibilities for this process include applying percentage reductions to the tender price where the tenderer has clearly identified subcontracting opportunities to the Priority Workforce (note that percentage deductions would be for evaluation purposes only to identify the lowest compliant tender price when a Priority Workforce preference is applied. The awarded contract would reflect the tenderer's actual tender price). The Nation is open to other evaluation processes; however, the minimum Priority Workforce participation and/or training opportunities would need to be met. Development of the Indigenous Participation Plan is a deliverable of the pre-construction phase.

Please see Schedule G for more information on the Indigenous Participation Plan.

SCHEDULE B – SUBMISSION SIGNATURE PAGE

Submitted to:	Tla’amin Nation (“The Nation”)
Solicitation responded to (“Request”):	Tla’amin Nation Pre-Construction Management and Construction Management Services Housing Project
Legal Name of Respondent: <i>(if corporation, include corporation no.)</i>	
Business Address:	
Contact Person and Position:	
Telephone of contact person:	
Email Address of contact person:	

- 1) The Respondent hereby tenders this submission (“Submission”) in response to the Request referenced above after having reviewed the Request, any documents referenced therein, and any addenda thereto. The following documents are attached herewith and shall all be considered to be a part of the Submission:
 - a. Submission Signature Page (this document);
 - b. Respondent’s Qualifications;
 - c. Technical Proposal;
 - d. Financial Proposal;
 - e. Project Schedule; and
 - f. Indigenous Participation Plan.

- 2) The Respondent has read the terms and conditions applicable to the procurement process and agrees to be bound by them.

- 3) All information provided by the Respondent in the Submission is accurate to the extent such accuracy can be verified by the Respondent.

- 4) The Respondent declares the following personal, familial, social, or commercial relationships between the Respondent, its officers or its directors with The Nation, its elected officials or employees that could result in a Conflict of Interest as defined in the Request:

_____ (add pages if needed)

Submitted by:

Signature of Authorized Representative of Respondent

Print Name and Position

Date

SCHEDULE C – RESPONDENT’S QUALIFICATIONS

The following information must be included:

1. RESPONDENT’S COMMERCIAL PROFILE

1.1 Provide the following information related to the Respondent’s business:

- Full legal name of Respondent;
- Legal nature (e.g., corporation, partnership etc.);
- Incorporation number, if respondent is a corporation;
- Brief profile of leadership;
- Years in business;
- Locations and geographic area in which respondent operates;
- Number of employees;
- Ownership or access to relevant resources (e.g., equipment);
- Particulars of litigation if respondent has engaged in litigation with The Nation in the past 2 years; and
- Any other information about the Respondent that may be relevant to The Nation’s evaluation of the Respondent’s commercial reliability and stability.

1.2 Provide a listing of subcontractors, if the Respondent intends to engage subcontractors for a portion the Services. A full business profile is not needed for subcontractors unless any subcontractor is expected to perform more than 20% of the Services by value, in which case a full business profile required in 1.1 above must be provided for that subcontractor.

2. QUALIFICATIONS AND EXPERIENCE

2.1 Describe the qualifications and experience of the project manager and key personnel (including subcontractor’s key personnel, if applicable) including the following attributes for each individual:

- Educational and/or vocational qualifications;
- Practical experience providing similar services; and
- Specialty relevant to Services.

2.2 Provide an organization chart showing the expected roles of key personnel (including subcontractor’s key personnel, if applicable).

2.3 Describe your experience working with Tla’amin Nation and/or Indigenous housing operators. Please indicate any experience successfully delivering projects on-reserve. Describe your experience in BC Housing and/or CMHC funded projects.

2.4 Provide at least three examples of Respondent’s (and subcontractors’, if applicable) experience in performing services similar to the Services referred to in this Request. Each example provided should identify:

- Client and/or owner’s name;
- Project location;
- Scope of services provided;
- Contract start and completion dates;

- Approximate monetary value of services provided by Respondent or subcontractor (if monetary value is confidential, provide alternative quantifiable metrics of services provided);
- Any changes to the project schedule and/or change delays
- Value of change orders approved on project
- Names of key personnel involved in providing the services; and
- Name, phone number and email address of an individual representing the client or owner who can provide details and feedback regarding the services performed by the Respondent or subcontractor.

SCHEDULE D – TECHNICAL PROPOSAL

The following information must be included:

1. PROPOSED METHODOLOGY AND APPROACH

- 1.1 Provide a narrative that illustrates an understanding of the Services, a list of major issues to be addressed, and any proposed augmentations to the terms of reference to ensure that the objective of the project will be fully met.
- 1.2 Describe the general approach and methodology that the Respondent would take in performing the Services.
- 1.3 Describe how the Respondent or its project manager will manage performance of the services including frequency and method for progress updates; risk mitigation strategies used to ensure schedule is maintained; any other relevant information regarding project management methodology.
- 1.4 Describe your approach to projects with multiple public funders, and therefore subject to additional technical design and construction requirements and processes (i.e. BC Housing Design Guidelines, design reviews, SGCs, etc.). This would include approaches to meeting sometimes conflicting requirements from funders and the housing provider.
- 1.5 Describe any relevant experience with a project which is on-reserve where a First Nation is the authority having jurisdiction, and also situated adjacent to another authority having jurisdiction with servicing agreements, etc.

SCHEDULE E – FINANCIAL PROPOSAL

The financial proposal must be prepared using the spreadsheet provided in electronic format. While the pricing spreadsheet is provided to Respondents in Excel format, the completed sheet must be submitted in PDF format within the single file that constitutes the Submission.

The financial proposal should be split up into the following categories:

- Fixed fee for preconstruction services for the preconstruction phase as described in this RFP and further described in Schedule A1 of the CCDC5B-2010 Construction Management Contract – for Services and Construction Fixed fee for Preconstruction Services.
- Provide cost of all labour employed directly by CM to complete the project as contemplated by Article A-7 of the CCDC5B -2010 Contract. Use the attached staffing template Annex D to provide a detailed breakdown of labour and staff to be used and their associated costs;
- Provide a price for 50% Performance and Labour & Material bonding.
- Provide a fee for overhead and profit expressed as a % of the financial proposal
- Provide a \$/sf estimate for the construction and post-construction costs, outside of the costs listed above
- Provide a fixed fee for the administrative and reporting component of the Indigenous Participation Plan, if any.

SCHEDULE F – PROJECT SCHEDULE

The project schedule must be submitted using the spreadsheet provided in electronic format. While the schedule spreadsheet is provided to Respondents in Excel format, the completed sheet must be submitted in PDF format within the single file that constitutes the Submission.

SCHEDULE G – INDIGENOUS PARTICIPATION PLAN

1. Indigenous Participation Plan

- Tla'amin Nation is committed to maximizing the meaningful participation of Tla'amin Nation and other local Indigenous businesses and workforce in our housing projects, including the Tiskwat Housing project. We are seeking to work with a Proponent who is likewise committed to collaboratively facilitating employment and training for Indigenous workforce candidates and subcontracting for Tla'amin Nation businesses.
- The Project requires a comprehensive Tla'amin Nation Participation Plan with clear processes, regular communication, and collaboration between the successful Proponent, Tla'amin Nation and its departments. The approach requires appropriate resources to support implementation and agreed-upon performance metrics and reporting. The project will be targeting a minimum of 20% Priority Workforce participation.
- The Proponent should include a values statement and/or commitment to a Tla'amin Nation Participation Plan. The Participation Plan will be developed collaboratively upon award by the successful Proponent and Tla'amin with its partners, however at a minimum it should include the following objectives and deliverables:
 - Maximizes the participation of the Tla'amin Nation Priority Workforce ("Priority Workforce"), which focuses on Tla'amin Nation Citizens (registered Citizens of Tla'amin Nation) first and then, in order of priority, members of the broader Tla'amin Nation community who are not registered Citizens of Tla'amin Nation, and other Indigenous workforce members.
 - Maximizes the participation of Tla'amin Owned Businesses. Tla'amin can provide a list of these.
 - An implementation plan that involves collaboration and ongoing regular meetings with Tla'amin Nation.
 - Reporting requirement, including a monthly Mandatory Employment Training Report and a monthly subcontracting opportunities report.
 - Tla'amin Nation cultural awareness training to all workers and contractors
 - Acknowledgement that Tla'amin Nation is a Living Wage employer, and the Proponent will collaborate with Tla'amin Nation to support related wages for the Priority Workforce members and the general workforce for the Project.
 - Outreach and communications activities to reach the Priority Workforce, in collaboration with Tla'amin Nation.
 - Acknowledgement that Tla'amin Nation is interested in longer-term and career opportunities for the Priority Workforce, rather than entry level positions only.

- The agreed upon Participation Plan and the Mandatory Employment Training Reporting requirements will be included in the form of contract as a Tla'amin Nation Supplementary General Condition.

2. Submission Requirements

- The Proponent should include a values statement and/or commitment to a Tla'amin Nation Participation Plan. Development of the Indigenous Participation Plan is a deliverable of the pre-construction phase.
- Tla'amin Nation has identified Nation member organizations who can support and participate in the project. The Proponent should outline a strategy for engaging and supporting these organizations in order to maximize Tla'amin Nation participation. To maximize participation of the Priority Workforce, an evaluation process should be designed that allows for consideration of the Priority Workforce for all subcontracting opportunities. The Priority Workforce consideration should be evaluated alongside risk, cost, schedule, capacity, experience, bonding capacity, etc.
 - Please indicate how you would collaboratively design an evaluation process that meets the goals of the Participation Plan. During the tender process, the Proponent would be expected to identify what percentage of the scope of work will be performed by subcontract, identify if the Proponent plans to utilize a Nation member organization for the subcontract and relay the percentage of overall subcontracted scope to be performed by Nation member organizations. As indicated above, possibilities for the tender evaluation process include applying percentage reductions to the tender price where the tenderer has clearly identified subcontracting opportunities to the Priority Workforce (note that percentage deductions would be for evaluation purposes only to identify the lowest compliant tender price when a Priority Workforce preference is applied. The awarded contract would reflect the tenderer's actual tender price).
 - The Nation is open to other evaluation processes; however, the minimum Priority Workforce participation and/or training opportunities need to be met. Please outline related procurement processes, tools, and approaches that you would aim to bring to the tender evaluation process. The evaluation process will also form a Tla'amin Nation Supplementary General Condition to the CCDC5B.
- Where no qualified Priority Workforce opportunity is available, the expectation is that the Proponent would work with Tla'amin Nation's Training and Education Department to fund training opportunities. Please identify your experience in offering training, Apprenticeships, and other work experience opportunities. As Tla'amin Nation is interested in longer-term career opportunities for the Priority Workforce, please outline any experience in developing workers on a job site.
- The project design includes a number of opportunities for the inclusion of Tla'amin Nation art in alignment with Tla'amin Nation requirements and established Tla'amin Nation process. The Proponent should outline previous experience engaging Indigenous artists to ensure that the project is as culturally inclusive as possible.
- The Proponent should confirm that the Financial Proposal has adequately considered the Participation Plan requirements.

SCHEDULE H – FORM OF AGREEMENT

The Agreement shall be substantially based on the 'CCDC5B-2010 Construction Management Contract – for Services and Construction' template published by the Canadian Construction Documents Committee and any supplementary conditions agreed upon by the parties.

The Agreement is amended with BC Housing's Supplementary General Conditions ("SGCs") to CCDC5B-2010 Construction Management Contract – for Services and Construction, Stipulated Price Agreement. The SGCs are attached as Annex B. The SGCs are not open to revision or negotiation unless the Owner initiates such revision or negotiations.

ANNEXES

The below listed appendices to this RFP will be available for download from the [following link](#).

1. Annex A – Schematic Drawings
2. Annex B – BC Housing Supplementary General Conditions to the CCDC5B-2010
3. ~~Annex C – CCDC5B-2010 Construction Management Contract – for Services and Construction~~
4. Annex D – Financial Proposal Template
5. ~~Annex E – Geotechnical Investigation Report~~
6. Annex F – Topographic Survey
7. Annex G – ESA Phase I