Request for Proposals for

<u>LFIF – MLCN # 001:</u> Earthwork, Site Preparation, Fence Acquisition/Installation, Greenhouse Supply and Installation, Orchard Installation, Water Access and Installation for the Ministikwan Lake Community Gathering Place Project funded by the Local Food Infrastructure Fund

by the **Meadow Lake Health and Social Development Authority Inc.**, a corporation incorporated under *The Non-profit Corporations Act, 1995* for the purpose of delivering health, wellness and social services for member First Nations of Meadow Lake Tribal Council

(hereinafter "MLTC").

July 20, 2021

This document contains a <u>mandatory site visit</u>. Failure to attend the site visit will disqualify your proposal. See details enclosed.

Section A: Proposal Instructions & Information

(all times specified are local time)

Registration Deadline for Site Visit	July 26, 2021 at 3pm
Mandatory Site Visit	July 27, 2021 at 10am
All registered contractors to gather at MLCN Health Centre at 10am to receive directions to the site.	
Last Day for Questions	August 9, 2021 at 3pm
Deadline for Issuing Addenda	August 12, 2021 at 3pm
Closing Date & Time for Submission of Proposals	August 16, 2021 at 3pm

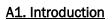


Ministikwan Gathering Place: Local Food Infrastructure Project

MLTC Health 8002 Flying Dust Reserve Meadow Lake, SK S9X 1T8 306-236-5817

Responsible Officer Millie Campbell <u>millie1.garcelon</u> @mltc.net





MLTC is seeking a contractor to provide all the labour, equipment, tools and supplies required to perform large scale agricultural landscaping including the preparation of the site for a fence and greenhouse, community garden and orchard installation which will also include the installation of a water source, the details of which are particularized in **Section C: Scope of Work** (all collectively referred to as "**the Work**") for the Ministikwan Lake Cree Nation ("**MLCN**").

Background Information

MLCN with MLTC was successful in accessing funding to create a community large scale garden, fruit orchard, community gathering place and greenhouse. MLCN is collaborating with MLTC to coordinate the completion of the project. The funding for the project comes from Agriculture and Agri-Food Canada through the Local Food Infrastructure Fund program and MLTC is responsible for reporting to Agriculture and Agri-Food Canada related to project timelines and completion. The project must be completed by spring 2022. The project provides an exciting opportunity for the community of MLCN to have a gathering space that enhances community participation in growing food and improving community food security. This unique project will garner a lot of interest and is expected to be a model for other communities interested in food security.

A2. Request for Proposals ("RFP")

MLTC is inviting proponents to develop and submit a proposal ("**proposal**") for the Work required in this RFP.

MLTC will consider (but is not obligated to) entering into a contract ("**the Contract**") for the implementation of the most acceptable proposal which will be determined having regard to the evaluation factors described in this RFP.

The Contract terms and conditions with the successful proponent (hereinafter referred to as the "Contractor") will be drafted based on the requirements set out in this RFP. MLTC proposes to use the form of agreement referenced in Section E: Contract Agreement & Conditions. Proponents choosing to participate in this RFP process should be prepared to accept those legal terms and conditions <u>unless</u> they specifically attach a redlined version of Section E: Contract Agreement & Conditions in their proposal specifically outlining the requested changes they will seek to that form of agreement. If a red-lined version of that agreement is not included in the proponent's proposal, MLTC will assume that no changes to those terms and conditions will be requested by the proponent.

A3. Project Timeline

The proposed project start date for the Work is **August 23, 2021.** The project must be completed by spring 2022. All proposals should include a detailed and realistic timeline for completion of the Work.





A4. RFP Contact/Site Visit

All questions or requests for clarification about the site or about this RFP must be submitted to the below named person (the "**RFP Contact**") <u>in writing</u> at the following address:

RFP Contact: Millie Campbell MLTC – Community Health Director Fax: 1-306-236-6485 Email: <u>millie1.garcelon@mltc.net</u>

The site visit is scheduled for July 27, 2021 at 10:00am. <u>You must be present to view</u> the site in order to submit a proposal. Contact the RFP Contact to register for the site visit and receive directions regarding viewing the site.

Upon viewing the site, you must inspect the site, ask questions and familiarize yourself with the conditions, limitations and constraints that may arise during the project timeline and your proposal must accommodate these. All questions and answers arising during the site visit will be confirmed to the proponents who attended the site visit in writing, and proponents may not rely on any other representations or responses from MLTC (or MLCN) during the site visit except as confirmed in writing.

A5. Mandatory Requirements

- You must attend the site visit referred to in Section A4.
- You must provide a detailed proposal for the Work, which must include:
 - A completed Section F: Pricing Offer Form;
 - A completed **Section G: Contact Information, Acceptance and References Form** (must be duly signed by the proponent).

A6. Location, Date and Time for Submission of Proposals

Proposals shall be <u>hand delivered or mailed ONLY</u> to the RFP Contact at the address specified below. This address is for the sole purpose of receiving proposals.

Attention: Millie Campbell –Community Health Director Meadow Lake Tribal Council 8002 Flying Dust Reserve Meadow Lake, SK S9X 1T8

All proposals must be enclosed in a sealed envelope and organized according to **Section B:** Proposal Preparation Instructions.

All proposals must be received at the above address no later than the Closing Date and Time identified on page 1 of this RFP.

Proposals received after the Closing Date and Time **will not be accepted**. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location



indicated in this RFP on or before the Closing Date and Time. MLTC and MLCN do not accept any responsibility for proposals delivered to any other location by the proponent or its delivery agents. Proponents are advised to make proposals well before the Closing Date and Time. Proponents making proposals near the Closing Date and Time do so at their own risk.

A7. Addenda

This RFP may be amended only by addendum in accordance with this section. If MLTC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents who registered and attended the mandatory site visit by addendum. Any information obtained in a method other than an addendum should not be relied upon.

Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by MLTC.

If MLTC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, MLTC may extend the Closing Date and Time for a reasonable period of time.

A8. Amendments to the Proponent's Proposal

After the RFP Closing Date and Time, no amendments to the proponent's proposal will be accepted.

Any amendments prior to the Closing Date and Time must be provided in writing to the RFP Contact in the form of:

- A letter hand delivered to the RFP Contact at the address in Section A6 and labelled "LFIF-MLCN #001 Proposal Amendment Company Name".
 - \circ $\,$ Proponent must request that the receptionist date and time stamp the envelope.
- Fax to Millie Campbell at 306-236-6485
 - Subject Line: "LFIF-MLCN #001 Proposal Amendment Company Name"; or
- Email to Millie Campbell at <u>millie1.garcelon@mltc.net</u>
 - o Subject Line: "LFIF-MLCN #001 Proposal Amendment Company Name"



A9. Withdrawal of Proposal

If any proponent wishes to withdraw its proposal before the Closing Date and Time, they shall immediately notify the RFP Contact **IN WRITING** by emailing her at <u>millie1.garcelon@mltc.net</u>. All proposals are irrevocable by the proponent for a minimum of 30 days following the Closing Date and Time.

A10. Evaluation of the Proposals

Proposals will be evaluated as described in **Section D: Evaluation & Selection Criteria** and subject to the terms and conditions of this RFP.

MLTC reserves the right to select a proposal that will offer the best value, to verify references provided by the proponent, to inspect the proponent's place of business/equipment and to ask any proponent to provide proof that they have the necessary ability to carry out the Work as described above, and to competently perform the Work required in this RFP.

The successful proponent(s) will be notified by email on or before **September 15, 2021** and all other proponents will be notified via letter. **MLTC reserves the right to negotiate with proponents prior to any Contract award and can at their discretion postpone the notification process.** Negotiations may include a request by MLTC for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by MLTC for improved pricing or performance terms from the proponent. Additionally, the negotiation process may include a request for the proponent to provide a presentation to MLTC explaining the proponent's execution strategy for the Work.

Once the successful proponent and MLTC have executed a Contract, the Work may begin in collaboration with MLCN and all proponents will be notified of the results. The submission of a proposal does not constitute an offer of any nature or kind whatsoever by MLTC.

A11. Acceptance/Rejection of Proposal and Reserved Rights

Without limiting the foregoing, **MLTC reserves the right pursuant to this RFP** to:

- make public the names of any or all proponents;
- request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- assess a proponent's proposal on the basis of
 - a financial analysis determining the actual cost of the proposal when considering factors including but not limited to quality, service and/or price;



- information provided by references;
- the proponent's past performance on previous contracts with MLTC;
- the information provided by a proponent pursuant to MLTC exercising its clarification rights under this RFP process; or
- other relevant information that arises during this RFP process, including information obtained during negotiations;
- at any time before awarding the Contract:
 - require a proponent to submit further information not requested in this RFP to verify the proponent's ability to perform the Contract, including financial data, references to support assertions of past relevant experience, information about the Work, and proof of the proponent's legal capacity to perform the Contract and/or
 - inspect the proponent's equipment and facilities that will be used to perform the Contract to verify the proponent's technical or commercial capacity to perform the Contract.
- waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- verify with any proponent or with a third party any information set out in a proposal;
- check references other than those provided by any proponent;
- disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- select a proponent other than the proponent whose proposal reflects the lowest cost to MLTC;
- abandon its plan to complete the Work without liability;
- cancel this RFP process at any stage without liability;
- cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables, and in the same form or with modifications, without liability;
- accept any proposal in whole or in part;
- reject any or all proposals without liability; and/or
- reject or disqualify, in MLTC's sole discretion, any proposal where any of the following circumstances exist:
 - The proponent, or any employee or subcontractor included as part of the proposal has been convicted of any criminal offence related to fraud, bribery, appointment or resignation in relation to a public office;
 - The proponent has suspended bidding/proposal privileges with MLTC;
 - The proponent is bankrupt or for whatever reason its activities are rendered inoperable for an extended period;
 - Evidence of fraud, bribery, fraudulent misrepresentation or failure to comply with laws whether in relation to this RFP or any other procurement process with MLTC or another third party; and/or



• The proponent has previous negative performance on other contracts, including those where the efficiency and workmanship was considered sufficiently poor to jeopardize the completion of this proposal/bid

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

A12. No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor MLTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

A13. No Contract until Execution of Written Contract

This RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a proponent and MLTC by this RFP process. A legal relationship will not arise until the successful negotiation and execution of a written Contract.

A14. Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of MLTC to enter into an agreement for the Work.

A15. Limitation of Liability

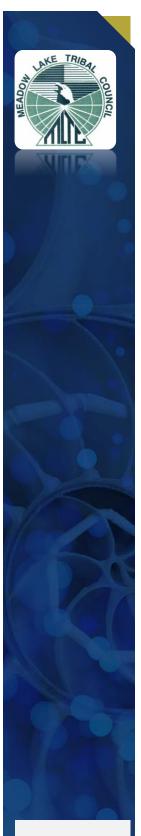
By submitting a proposal, each proponent agrees that:

- (a) neither MLTC nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of MLTC's decision to not



accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

END of SECTION A



Section B: Proposal Preparation Instructions

B1. Completion of the Proposal

The MLTC Evaluation Committee may deem a proposal non-compliant if it does not follow the requirements below.

The proposal must be submitted in a **sealed envelope** that is fully identified with:

- The project description (LFIF MLCN#001)
- The RFP Contact Person's name and address (see Section A6); and
- The proponent's name, address and contact person.

The documents in the sealed envelope should be organized in the following order:

- The proponent's written proposal containing all non-pricing information requested in this RFP (see Section D: Evaluation & Selection Criteria for details on the information requested);
- A fully completed Section G: Contact Information, Acceptance and References Form (this form is considered mandatory); and
- A fully completed Section F: Pricing Offer Form (this form is considered mandatory.)

B2. Proposal Forms

All forms submitted must be clear, legible and fully completed. All forms must be signed as indicated with printed names where requested. All forms must be accompanied by the other requested documentation in the form.

B3. Applicable Taxes

All applicable sales and service taxes must be **excluded** on the proposal. These can then be calculated separately and should not be found on the proposal or price quotes.

B 4. Marking the Confidentiality of Proponent's Information

All information regarding the terms and conditions, financial and/or technical aspects of the proponents' proposal, which in the proponent's opinion, are of a proprietary or confidential nature should be marked "PROPRIETARY" or 'COMPANY CONFIDENTIAL" at each relevant item, page or in a statement covering the entire proposal, outlining the desired treatment of the proprietary or confidential information.

END of SECTION B



Section C: Scope of Work

C1. General

The Contractor shall supply all labour, equipment, materials, tools and permits necessary to meet the requirements of the Work and the Contract.

It is the responsibility of the Contractor to ensure all staff is properly trained. Any additional work required because of poor technique or product must be performed at the Contractor's expense.

The requirements and related measurements for the Work stipulated in this RFP are considered estimates only, but the requirements and related measurements for the Work listed should be relied upon for pricing purposes. Any amounts over or under the stated requirements/measurements in **Section C7: Detailed Scope of Work** will be added or subtracted from the Contract price at the rates set out in the successful proponent's proposal (or as otherwise negotiated in this RFP process).

C2. Quality Standards Objectives

The Contractor must:

- Perform work with minimal disturbance to the soil and surrounding natural areas and roadways;
- Correct defective work as soon as possible after it becomes apparent and weather and season permitting;
- Perform all operations with consideration to the environment and the preservation of natural habitats;
- Any herbicides or fertilizers used must be approved by the MLCN if used; and
- Dispose of all refuse according to regulations, and by-laws in approved land fill sites and any chemicals in approved waste sites, while paying respective fees.

Burning of litter or debris is not permitted on site.

C3. Personnel, Supervision & Management

The Contractor shall supply adequately skilled, reliable, motivated personnel. All personnel handling landscaping duties must have undergone training in the care and maintenance of exterior plants where applicable.

The Contractor shall ensure the Work is competently supervised at all times. The supervisor assigned to exterior landscaping duties must have undergone training in the care and maintenance of exterior plants by consulting with greenhouses regarding the planting, establishing, care and maintenance of newly transplanted trees or shrubs where applicable.



It is up to the Contractor to ensure all staff have WHMIS and Health and Safety Training. First Aid training would be an asset, and any documentation of such shall be included in the proposal.

The Contractor must keep minutes from all site meetings, and all minutes from any site meetings must be forwarded to:

MLTC Responsible Officer Millie Campbell millie1.garcelon@mltc.net

C4. Materials, Supplies and Equipment

Contractors shall supply all materials, supplies and equipment to perform the Work as per the proposal.

All equipment shall be considered safe and in good running condition. Contractors are responsible for the maintenance of all equipment.

Contractors must have access to a water truck or some reasonable method of watering trees and shrubs that are newly transplanted when applicable.

MLTC/MLCN may at any time inspect the equipment and premises of the Contractor to ensure it meets all safety requirements, is in good condition and that all equipment is licensed as required by all authorities.

C5. Safety

Contractors are responsible for the safety of all staff, personnel, and the public while on site, and must comply with all safety laws and regulations including but not limited to occupational health and safety laws and regulations.

All personnel shall wear protective safety equipment and all equipment operators must be fully trained, qualified and licensed.

MLTC reserves the right to temporarily suspend operations conducted in an unsafe manner.

C6. Hours of Service

The Contractor must respond to calls or emails within 1-2 business days and provide email and phone contact numbers that are current.



C7. Detailed Scope of the Work

The Work will include:

- (1) Acquisition and installation of predator and game fencing with a gate to permit access to the site. Estimated requirements include:
 - Fence perimeter is estimated at 475 meters. See adjacent diagram.
 - Distance between posts ~16-24 feet
 - Treated posts ~12' long and 5-6" diameter
 - Depth of post hole ~3.5'
 - Height of fence 7-8'
 - Mesh to keep out game and predators
 - All other materials and supplies such as staples, brace wire (12 gauge high tensile), spikes for building corner braces
 - 7-8' tall gate (hung approx. 6" from the ground). Steel Frame. Large enough for equipment to pass through entrance.
 - There should be a 10-15 foot space left around the interior perimeter of the fence.
 - Planning the access to the site from the main road.
 - Includes all materials, supplies, equipment and labour
- (2) Acquisition and installation of greenhouse.
 - Acquisition of desired size greenhouse approx. 20-30 feet x 96-100 feet (note: Section F: Pricing Offer Form also includes alternate request for price estimate for smaller greenhouse approx. 20-30 feet x 40-50 feet).
 - o Polycarbonate
 - Transportation of greenhouse kit to the site
 - Installation as per instructions in the greenhouse kit
 - Installation should include the access to power, gas, and water to the greenhouse
 - o Includes all materials, supplies, equipment and labour
- (3) Water source
 - Determining the water source, including water quality assessment
 - Trenching for water lines to greenhouse and garden
 - Acquisition and installation of water supply
 - o All materials, supplies, equipment and labour
- (4) Acquisition and installation of all orchard trees and shrubs as per planting directions. See list of suggested varieties.
 - Apple Variety #1 19 trees
 - Apple Variety #2 10 trees
 - Apple Variety #3 19 trees
 - Raspberries 216 bushes



- Saskatoon Berry 242 bushes
- Sour Cherry 108 bushes
- Haskap Varieties- 120 bushes

Plant Varieties & Estimated Spacing – Confirm spacing according to the varieties used:

- Apples: battleford, gemini, norkent, norland, hardi-mac, September ruby (mix varieties throughout the planting. Minimum of 2 varieties)
 - Rows approx. 10 feet apart, and 20 feet spacing between plants in rows.
 - Estimated to plant 2 rows of apples with a zig zag pattern in each of the 16-20 foot deep sections and 3 rows in the 33 foot deep section.
 - Should be able to fit approximately 11 trees per 100 feet of space (2 rows) or 16 trees (3 rows).
- Raspberries: boyne, honeyqueen (yellow), red bounty, red mammoth (avoid varieties that require trellising)
 - 45 foot row lenths to be planted
 - Approximately 8 rows
 - 6 plants per 10 feet of row
- Saskatoon berries: Northline variety includes seedlings, could use smoky or thiessen as well
 - 55 foot row lengths to be planted
 - Approximately 11 rows
 - 4 plants per 10 feet of row
- Sour cherries: Sk carmine Jewel, or Romance Series: Juliet, Cupid, Valentine (include a few varieties to avoid early frost issues)
 - o 45 foot row lengths to be planted
 - Approximately 8 rows
 - o 3 plants per 10 feet of row
- Haskap/Blue Honeysuckle: Mix the Tundra, Borealis or Indigo Series with the Aurora or Honeybee varieties (pollinators). If using the Boreal series variety: Boreal beast, boreal beauty or boreal blizzard then you must use at least two varieties to get the pollination and don't overlap these with the other group.
 - 30 foot row lengths to be planted
 - Approximately 10 rows
 - 4 plants per 10 feet of row possible

Possible Suppliers (list is provided for reference only, and is not exhaustive):

- Jeffries Nurseries Manitoba
- Bron and Sons
- Select Seedling Nursery Ltd Saskatoon
- Tree Time
- PPS Fruit Trees Melville
- University of Saskatchewan They have a list of plant distributors for the plants that they are breeding (ie- sour cherries and Haskaps)





- (5) Earthwork & Site Preparation
 - In Ground Garden Area:
 - Preparation of the in ground garden for planting which should include mowing of brush, killing of weeds, smoothing and leveling for adequate drainage and tilling a minimum of 2-3 times as needed to ensure suitability for planting
 - Soil amendments for the in ground garden area: 60-70 yards of soil and 20-30 yards of composted manure
 - Price should be based on the entire fenced area (estimated at 30x100 feet)
 - Note: Section F: Pricing Offer Form also includes request for alternate pricing for the building/installation of raised garden beds in the in-ground garden area (to maximize the soil amendments and soil depth)
 - Dimensions: 12" deep, approximately 4' wide (for hand weeding), any convenient length is acceptable (8-10' lengths) with 4' between beds.
 - \circ $\;$ Large enough to accommodate a rototiller
 - Can be built with timber to minimize cost
 - Orchard Area:
 - Soil amendments for the planted fruit trees should include 3-4" of composted manure for any tilled area. For the total orchard areas this would include 260- 350 yards of composted manure.
 - Earthwork includes tilling prior to planting and digging holes for planting as per planting instructions
 - Planting should also include staking trees and wrapping the base of trees for protection from injury
 - Bark Mulch under the trees at a 2" depth. At half the depth estimate of 130-175 yard of bark mulch.

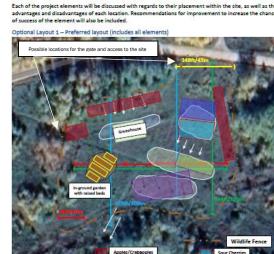
• Greenhouse Area:

- Site preparation, and leveling as per installation instructions
- Any trenching or earthwork related to the installation of power, gas or water to the site
- Access to the site from the roadway may require earthwork, grading or leveling
- Consider the earthwork required to access the building site with equipment from the road in all weather conditions and be sure to include this in the proposal
- The green house site should be a level building site to enable surface water to run off and should not exceed slope of 6" over 100', and should consider drainage of nearby growing areas as well. There should be no low spots or pooling of water around

 the greenhouse so Contractor must ensure the earthwork around the greenhouse is built up appropriately on-site to avoid this.
 Includes all material, supplies, equipment and labour

The Work will include coordinating with local contacts to determine the site of the greenhouse, garden, orchard locations, perimeter fencing and access to the location of the Work site which will also include determining the location of the gate to the site.





Saskatoor

Project Recommendations - Lavout Options

nt, there are a number of different p ifferent options will be laid out over

r copies of the map image

C8. Performance Evaluation

Site Plan Proposed

The performance of the Contractor during and upon completion of the Work shall be evaluated by MLTC with MLCN. The evaluation will be based on the terms and conditions of the Contract, including but not limited to the quality of workmanship, timeliness of completion of the Work, and the Contractor's overall management of the Work in relation to the level of effort required of MLTC/MLCN in administering the Contract. The openness and willingness to communicate and collaborate with key staff of the MLTC and MLCN will also be considered. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding/proposal privileges on future contracts may be suspended indefinitely.

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END of Section C

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Section D: Evaluation & Selection Criteria

D1. Evaluation Committee

An evaluation of all proposals will be conducted by, at minimum, MLTC in consultation with the MLTC/MLCN Steering Committee and the MLTC CEO Gordon Iron or his designate ("the Evaluation Committee"). Expert consultants may be utilized to determine if the scope of the proposals is sufficient for the Work planned. Decisions as to the degree to which a proposal meets the requirements of this RFP and the associated scoring/ranking of a Proponent are within the exclusive judgement of the Evaluation Committee.

All proponents acknowledge that the Evaluation Committee has the right to contact any or all references supplied by the proponent.

The Evaluation Committee may request clarification from any proponent. All proponents must respond within **2 working days** to any requests for clarification.

D2. Evaluation Process

Any failure to provide all the required information and documentation may, in MLTC's sole discretion, result in the Proposal being rejected.

Following the Closing Date and Time, the following steps will be taken. Consensus for the purpose of this RFP will be a score deemed appropriate by the Evaluation Committee.

D3.1: Step 1 – Mandatory Documentation

All proposals must include the <u>mandatory information/documents</u>. Any incomplete proposals may be rejected without further consideration. If all the mandatory information/documents are submitted, then the candidate will proceed to Step 2 evaluation.



D3.2 Step 2 – Evaluation of Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP.

Rated Criteria Category	Weighting (Points)
Experience and Qualifications	25 points
Work Plan and Schedule	15 points
MLCN Employment/Training/Capacity Building Opportunities	20 points
References	10 points
Pricing	30 points
Total Points	100 points

Suggested Proposal Content for the Evaluation of Rated Criteria

Experience and Qualifications – [25 points]

- Include a brief description of the proponent;
- Include a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Work;
- Submit the number of years of experience the proponent has in doing this type of work (earth work, site prep and landscaping);
- Indicate previous history of working with First Nations and any projects completed with First Nation involvement. Experience with and/or understanding of First Nation practices and cultural sensitivity are important considerations for MLTC;
- Identify the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Work, together with the identity of those who will be performing those roles and their relevant respective expertise;
 - Training and qualifications of any personnel that will be working with the proponent, such as safety training, work experience in landscaping, greenhouses or gardening, should be included.
- Include specific details of the proponent's knowledge, skills and expertise in the following areas:
 - The proponent's knowledge about soil health, growing plants, trees, and shrubs in addition to the key elements related to gardening or large crop/ orchards, including the care and transplant of these plants;
 - Experience in completing landscaping for agricultural purposes, gardens and orchards, and including installing the orchard plants, trees and shrubs;



- Understanding of quality soil preservation, and know how to prepare soil for gardening and growing;
- Understanding of water drainage for agricultural purposes and experience with installation of irrigation/watering systems;
- Understanding and experience with the installation of irrigation systems including the trenching and line installation with a clear understanding of how the water will be accessed by each of the sites;
- Understanding and experience with the installation of game and predator fencing;
- Understanding and experience with installation of greenhouses per the detailed instructions provided in the kit and using best industry practices for construction; and
- Experience with coordinating timely completion of all aspects of landscaping projects.
- Proponents should submit all related formal or informal training or work experience including the amount of time spent learning this trade.
- There should be sufficient evidence that the proponent meets the requirements to do the Work.

Work Plan and Schedule [15 points]

- Include a description of how the proponent will complete the Work, which should include a detailed work plan, performance methods, and a list of all materials, supplies and equipment that will be used
- Incorporate an organization chart indicating how the proponent intends to structure its working relationship with MLTC throughout the course of the project;
- Include a detailed schedule for each stage of the Work, including details of the Work in each step; and
- Include information on any potential barriers to completing the Work in spring 2022.

MLCN Employment/Training/Capacity Building Opportunities [20 points]

- Employing local members of MLCN, as well as offering training/capacity building opportunities, in completion of the project is an important consideration for MLTC.
- The Proponent should include a description of how the proponent intends to involve local members of MLCN and offer training/capacity building opportunities in the completion of the Work.
- The proponent should include a minimum number of hours that the proponent is prepared to commit for the proponent's direct employment of local members of MLCN in completion of the Work.

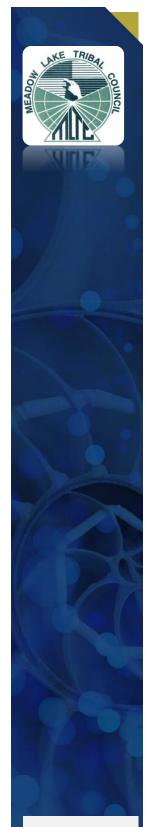
References [10 points]

• See information requested and considerations for evaluation in Section G: Contact Information, Acceptance and References Form

Pricing [30 points]

See information requested and considerations for evaluation in Section F: Pricing
 Offer Form

END of Section D





Section E: Contract Agreement & Conditions

The following is the proposed form of Agreement between MLTC and the successful proponent (referred to as "the Contractor" in the Agreement):

1. <u>THE WORK</u>

- a) During the term of this Agreement, [**Contractor name**] ("the Contractor") shall supply the work ("the Work") in a timely fashion and in communication with MLTC on the agreed upon schedule, all as more specifically outlined in the attached Schedule A [**attach Schedule A with Section C: Scope of Work, agreed completion schedule, and any other details negotiated in RFP process**].
- b) The Contractor represents to MLTC that they have the required skills, tools, equipment, experience and qualifications to perform the Work as required.
- c) The Contractor shall supply the Work at an appropriate quality level within the dates agreed upon.

2. CONTRACT PRICE AND PAYMENT TERMS

In consideration of the performance of the Work by the Contractor, MLTC agrees to pay the Contractor for the Work at the rates, and on the terms, set out in **Schedule B**: [**attach Schedule B with contract price/billing terms as negotiated and agreed in RFP process**]. Unless prior approval is obtained, no additional expenses or fees shall be chargeable to MLTC by the Contractor with respect to the carrying out of the Work.

3. <u>CHANGE ORDERS</u>

If MLTC requests a change to the Work, and, as a result, the Contractor intends to make a claim for an increase to the amount payable under Schedule B, the Contractor must provide MLTC with written notice detailing the increased amount claimed before proceeding with the change. Any change to the amount payable under Schedule B must be consented to by the Contractor and MLTC in a written and signed change order. All Work completed pursuant to a change order shall be on the same terms and conditions as this Agreement, unless otherwise agreed in writing.

4. INFORMATION AND REPORTS

The Contractor shall exercise reasonable local industry standards of care, skill and diligence in performing the Work and shall keep MLTC or its representatives fully informed of the progress of the Work by means of reports and such other information as may be required by MLTC. The Contractor agrees to give such reports in the form and manner required by MLTC and to notify MLTC immediately of any significant occurrences.



5. <u>RELATIONSHIP OF THE PARTIES</u>

- a) The Work contemplated by this Agreement shall be carried out in accordance with the terms hereof and for all purposes it is deemed conclusively that in performing any Work under this Agreement or in doing anything in the course of performing this Agreement the Contractor is an independent Contractor and is not an employee, servant or agent of MLTC for any purpose whatsoever.
- b) Notwithstanding and without in any way affecting the application of paragraph 5(a), the Contractor shall indemnify and hold harmless MLTC, its officers, directors, employees, servants, council members, contractors and agents from liability for any tax, assessment, penalty, interest or any other amount of any kind whatsoever, arising under one or more of the Income Tax Act (Canada), the Employment Insurance Act (Canada), the Canada Pension Plan Act (Canada), or any other similar statute of Canada or a province or territory thereof that may arise in consequence of MLTC entering into, or making payments to the Contractor under, this Agreement.

6. LICENSING AND INSURANCE

- a) The Contractor shall hold all appropriate business licenses and/or permits as required at the location of the Work; and
- b) The Contractor shall maintain appropriate insurance coverage for the Work which shall include but not be limited to general liability insurance (with MLTC as an additional insured) with a minimum limit of \$5,000,000 per occurrence.

7. <u>SECURITY CLEARANCE</u>

All Contractor employees (and employees of subcontractors retained by the Contractor) working at the location of the Work must provide an original Security Clearance provided by the R.C.M.P. This information may be requested by MLTC prior to starting Work.

8. <u>INDEMNITY</u>

The Contractor shall indemnify and hold MLTC harmless for losses, damages, claims, actions or suits to which MLTC may be exposed as a result of the Contractor's negligence, misfeasance, or failure to perform the Contractor's obligations pursuant to this Agreement. For greater certainty, MLTC shall have no liability whatsoever to the Contractor or to any third party for any property damage, personal injury or death or any other losses whatsoever arising out of the Contractor's performance of the Work (which includes the Work performed by the Contractor's employees, agents and/or subcontractors) unless such property damage, personal injury or death or any other



losses is the result of negligence by MLTC, it's employees or agents working on behalf of MLTC.

9. <u>TERM</u>

- a) Subject to sub-clause (b) herein, this Agreement shall commence on [**date**] and shall remain in effect until completion of the Contractor's obligations herein.
- b) In the event that the Contractor shall at any time during the term of this Agreement:
 - i. Fail, refuse, or neglect to perform the Work as and when reasonably required or requested by MLTC; or
 - ii. Breach any other term, condition or provision of this Agreement, including, without limitation, any of the covenants;

then MLTC shall be entitled, in addition to any other remedy which MLTC may have, to terminate this Agreement immediately and the Contractor shall not be entitled to any further payment for the Work performed after such termination unless specifically agreed otherwise by the Contractor and MLTC in writing.

10. MLTC POLICIES

The Contractor shall be familiar with and shall adhere to all of MLTC's policies, procedures, rules and systems which may be in force from time to time, including all policies regarding conflict of interest. MLTC reserves the right to change such policies, procedures, rules and systems at any time without notice, and upon doing so, shall notify the Contractor of such change.

11. <u>CONFIDENTIALITY</u>

During the term of this Agreement and following its termination or expiry, the Contractor shall not disclose any confidential information regarding MLTC, its business or affairs, council members, administrators or employees to any third party.

12. DELAY/FORCE MAJEURE

The obligations of either party, under this Agreement, shall be suspended and the party shall not be liable for damages during the time and to the extent that such party is prevented from complying with its obligations hereunder in part or in whole by acts of God, war, laws, orders or regulations of governmental bodies or agencies, unavoidable accidents, delays in transportation, inability to obtain necessary materials in the open market, or any other cause except financial, whether similar or dissimilar of those specifically enumerated beyond the reasonable control of the party affected. The parties agree that any labour strike by the Contractor's employees is not an event of Force Majeure. The parties agree that the COVID-19 pandemic, and the impacts caused by it, are not an event of Force Majeure unless they are caused or substantially contributed to by the mandatory requirements of an order of government or public health authority that were not known and/or in effect at the time this Agreement was executed by the parties. In order to rely upon the within term, the Contractor must provide MLTC with written notice of the delay/Force Majeure event within 10 calendar days following the commencement of the said delay/Force Majeure event.

13. DISPUTES

Except where MLTC, in its sole discretion, has elected to proceed through the Courts, the parties agree that all disputes arising from or in any way related to this Agreement will be referred to arbitration to be heard by a single arbitrator in accordance with *The Arbitration Act, 1992*.

14. <u>WARRANTY</u>

Except for extended warranties provided by the manufacturer or supplier of any materials or products provided as part of the Work, the Contractor will provide a warranty for the Work for a period of <u>1 year</u> commencing on total completion of the Work. MLTC will give the Contractor notice of any observed defects in the Work during the warranty period, and the Contractor will promptly remedy the same at the Contractor's expense. The 1 year warranty will recommence for any portion of the Work that is remedied within the 1 year warranty period.

15. INTERPRETATION

- a) The clause headings in this Agreement shall not be considered in interpreting the text.
- b) Wherever the singular or the masculine pronouns are used throughout this Agreement, the same shall be construed as meaning the plural, the feminine or the neuter where the context or the parties so require.

16. <u>NOTICES</u>

The addresses to which notices shall be sent are as follows:

MLTC Attention: Millie Campbell MLTC Health 8002 Flying Dust Reserve, Meadow Lake, SK S9X 1T8 millie1.garcelon@mltc.net

The Contractor: Attention: TBD

[insert address including email]

17. ENUREMENT AND PROHIBITION AGAINST ASSIGNMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, exception always that this Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of MLTC, which consent may be unreasonably withheld.

18. <u>GOVERNING LAW</u>

This Agreement shall be governed by and construed in accordance with the laws in force at the location of the Work.

19. ENTIRE AGREEMENT AND AMENDMENTS

- a) This Agreement constitutes the entire Agreement between the parties hereto as to the subject matter hereof and merges all prior discussions between the parties hereto and neither of the parties hereto shall be bound by any terms, conditions, representations or undertakings other than as expressly set forth herein; and
- b) This Agreement shall not be varied, altered or amended except by a document in writing signed by all the parties hereto.

20. TIME OF THE ESSENCE

Time shall be of the essence hereof, but notwithstanding, this condition shall in no way alter the specific schedules and timelines referred to in this Agreement.





21. <u>COMPLIANCE WITH LAW AND SAFETY</u>

The Contractor shall comply and shall take all necessary steps to comply with all Federal, Provincial, Municipal, and MLTC's security, safety and health laws, regulations, policies and procedures.

22. <u>COMPLIANCE WITH MLCN EMPLOYMENT OPPORTUNITY OBLIGATION</u>

The MLCN Employment/Training/Capacity Building Opportunity Obligation attached as **Schedule C** shall form part of the Agreement between the Contractor and MLTC. [*note: attach as Schedule C the MLCN Employment/Training/Capacity Building Opportunity sections of the Contractor's proposal in the RFP process*]

Throughout the course of the project and for a period of two (2) years following expiry of the term of this Agreement, the Contractor shall keep and, subject to applicable confidentiality provisions of this Agreement, provide to MLTC, in such form, and at such times, as MLTC may reasonably require, records and information relevant to establishing the Contractor's compliance with the **MLCN Employment/Training/Capacity Building Opportunity Obligation attached as Schedule C**, including but not limited to, the number of MLCN member employment hours engaged in performance of the Work.

Without prejudice to any of its rights or remedies under this Agreement or at law or equity, if MLTC is of the opinion that the Contractor is not complying, or has not complied, with any of its covenants and obligations in respect of this section, **MLTC, in its sole discretion, may:**

- Apply a deduction of up to 3% of the total amount otherwise payable to the Contractor in accordance with section 2 of this Agreement; **and/or**
- Undertake to assess a negative evaluation to any future proposal from the Contractor received in respect of any other MLTC or MLCN procurement initiative, all in MLTC's sole discretion.

<u>SCHEDULE "A" – SCOPE OF WORK AND SCHEDULE</u> [ATTACH SCHEDULE A WITH DETAILS OF WORK AND SCHEDULE]



SCHEDULE "B" - CONTRACT PRICE AND PAYMENT TERMS

1. CONTRACT PRICE/HOURLY AND UNIT RATES

[insert all payment details, including contract price, hourly and unit rates, disbursements, taxes, etc]

2. BILLINGS AND PAYMENT

- a) The Contractor shall invoice MLTC monthly for the Work performed. Subject to verification that the Work included in the invoice has been completed, MLTC shall pay all invoices within sixty (60) calendar days from the date it is received by MLTC.
- b) Invoices must be issued in the name of the Contractor and must include the Contractor's GST number or business number and the Contractor's current mailing address.
- c) Invoices are to be submitted to:

Millie Campbell (LFIF Responsible Officer) MLTC Health & Social Development 8002 Flying Dust Reserve, Meadow Lake, SK S9X 1T8 <u>millie1.garcelon@mltc.net</u>

The Contractor shall be fully responsible for all income tax and/or fringe benefits and/or payroll burdens, applicable to the Contractor, including without limitation, employment insurance, Canadian Pension Plan, employer health tax, worker's compensation and/or any other charge, tax, assessment, penalties and/or interest in such connection (collectively "Taxes and Charges") and the Contractor shall save and hold MLTC harmless from any Taxes and Charges.

SCHEDULE "C" - MLCN EMPLOYMENT/TRAINING/CAPACITY BUILDING OPPORTUNITY OBLIGATION

[**ATTACH DETAILS OF MLCN EMPLOYMENT/TRAINING/CAPACITY BUILDING OPPORTUNITY AGREEMENT AS NEGOTIATED IN RFP PROCESS**]

END of SECTION E



Section F: Pricing Offer Form

F1. General Agreement

The Contract period will begin on the date set out by Evaluation Committee and notice will be provided in writing.

F2 Description of Pricing

Proponents shall complete and submit pricing for all details requested in this Section. Pricing must be CDN\$ and should describe the price before tax. Prices must be all inclusive, including but not limited to:

- Materials and supplies
- Wages (labour, including overtime when warranted)
- Subcontractors/Suppliers
- o Permits, certificates, inspections and tests that could be required
- o Administration cost
- o Allowances
- \circ Supervision
- o Liabilities as an employer
- o Insurance
- o Equipment and products
- Transportation costs
- Overhead and Profit
- All other liabilities whatsoever including equipment or vehicle service if applicable

[see next page]



F3 Pricing Offer

Based on the full requirements of this RFP, please indicate your **total price** to provide the Work as described in **Section C7: Detailed Scope of Work**, all inclusive (do not include taxes).

Do not include alternate work described in **Section C: Scope of Work**, as alternate work is addressed separately in Section F4.

Description	Cost
(1) Acquisition and installation of	\$
predator and game fencing with a gate	Do not include taxes (if applicable)
 (2) Acquisition and installation of greenhouse (desired size 20-30 feet x 96 to 100 feet) 	<pre>\$ Do not include taxes (if applicable)</pre>
(3) Installation of water source	\$
• Assuming lake water is suitable	Do not include taxes (if applicable)
(4) Acquisition and installation of all	\$
orchard trees and shrubs	Do not include taxes (if applicable)
(5) Earthwork & Site Preparation	\$ (total of all 3)
 In – Ground Garden Area Orchard Area Greenhouse Area 	 (in ground garden) (orchard) (greenhouse) Do not include taxes (if applicable)
*Add additional description and total cost as needed for any other categories required to complete Section C: Scope of Work	<pre>\$ Do not include taxes (if applicable)</pre>
 Grand Total for all Work required for this RFP * Note: Grand Total must include coordinating with local contacts to determine the site of the greenhouse, garden, orchard locations, perimeter fencing and access to the location of the Work site. 	\$ Do not include taxes (if applicable)



F4 Alternate Pricing

Based on the full requirements of this RFP, please indicate your total price to provide the Alternate Work indicated, all inclusive (do not include taxes).

Description	Cost
 Alternate Pricing (Smaller Greenhouse) Including alternate costing for substituting a smaller greenhouse with all the same details Costs must include all costs associated with the acquisition and installation, along with any related costs (eg changes to groundwork) 	Subtract \$ from Grand Total in F3 above and add \$ Do not include taxes in this quote
 Alternate Pricing (Raised Beds) Include an alternate costing for the installation of raised beds instead of the in-ground garden, including all related costs (eg changes to groundwork) 	Subtract \$ from Grand Total in F3 above and add \$ Do not include taxes in this quote
Alternate Pricing (Alternate Water Source) If lake water is not suitable, describe alternate water source in proposal and include pricing here	Subtract \$ from Grand Total in F3 above and add \$
Pricing to include all related costs (eg trenching, pumps or other equipment for water supply to the garden and greenhouse, earthwork, etc)	Do not include taxes in this quote



F5. Hourly Rates:

Hourly rates will be a component in the evaluation process in this Section F. The hourly rates set out below are the rates that will be used for valuing any changes required to the Work during the course of the project.

- Hourly rate for various machinery operators (backhoe, etc... please specify)
 - Operator: _____\$____
 - Operator: ______\$_____
 - Operator: ______\$_____
 Operator: _____\$
 - Operator: ______\$____
 Hourly rate for general laborer \$
- Hourly rate for general laborer \$_____
 Hourly rate for manager or supervisor \$
- Hourly rate for manager or supervisor \$_____
 Outstime rates if the surjill be utilized \$\$
- Overtime rates if they will be utilized \$_____
 Other hourly rates (please specify) \$_____
- Other hourly rates (please specify) \$_____
 Other hourly rates (please specify) \$______
- Other hourly rates (please specify) \$_____
 Other hourly rates (please specify) \$_____

F6. Materials/Supplies Unit Prices:

Unit prices should be described for any products, materials or supplies that are required. Unit prices will be a component in the evaluation process. The unit prices set out below are the prices that will be used for valuing any changes required to the Work during the course of the project.

This should include:

- For all orchard trees and shrubs: Indicate the cost per tree/bush/shrub including the costs associated with the acquisition and installation including the earthwork.
- For the fencing:
 - Indicate the cost per linear meter for both game and predator fencing. This cost should include all costs associated with acquisition and installation including the materials, supplies.
 - The cost of the gate, including installation should be costed separately and should be the same height as the game fence.
- For the water supply: Indicate price per meter of trenched water line or if alternate water supply is required, describe in detail the alternate source, and the price per meter for the supply (trenching or otherwise).



• For all materials/supplies unit prices, using the following format:

0	Material (please describe)	_ \$	/	describe the unit (ie
0	per kg, yard, tree, meter, etc) Material (please describe)	_ \$	/	_ describe the unit (ie
0	per kg, yard, tree, meter, etc) Material (please describe)	_ \$	/	_ describe the unit (ie

- per kg, yard, tree, meter, etc)
 Material (please describe) ______\$____ describe the unit (ie per kg, yard, tree, meter, etc)
- Material (please describe) ______\$__/ describe the unit (ie per kg, yard, tree, meter, etc)
- **Add additional pages if this is not enough space

END of SECTION F



Section G: Contact Information, Acceptance and Reference Form				
Proposal to MLTC				
G1. Company Information				
Company Legal Name:				
Full Address:				
Telephone #:	Fax #:			
Email Address (please print clearly): _				
Email Address (please print clearly): _				

Name and title of person authorized to sign on behalf of proponent (type or print clearly):

G2. Acceptance and Compliance with Conditions

I/We ___

Legal Name of Proponent

The Proponent acknowledges the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between MLTC and the Proponent unless and until MLTC and the Proponent execute a written agreement for the Work.

We indicate our full acceptance and compliance with these statements, conditions and representations with the signature below:

Name and Title of person authorized to sign on behalf of the Proponen		
Signature:	Date:	

MLTC H & SD 8002 Flying Dust Reserve Meadow Lake

S9X 1T8 306-236-5817



G3. Work References:

Provide references for 3 contracts that are of similar contract value, scope and complexity that have occurred in the past 10 years. If you have worked with MLTC in the past 10 years, you must use MLTC as one of your references.

You are responsible to ensure the contact information for all references supplied is accurate and that references are reachable.

G3.1 Reference #1

Client Name & address:

Contact Name, email address and phone number for reference check:

Contact Name: _____

Phone#: _____ Email address: _____

Brief description of the relevant services provided to the client:

Contract Value: \$_____

Duration of Contract: _____

Start date: End date:

Renewals: ______

Considerations:

- 1. Level of client satisfaction in regard to performance of the proponent with work planning (site preparation, managing resources etc.)
- 2. Level of client satisfaction with respect to schedules.
- 3. Level client satisfaction related to communication with the proponent in regard to keeping client informed of job progress, delays etc.
- 4. Overall Client satisfaction with job performance.

S9X 1T8 306-236-5817

G3.2 Reference #2

Client Name & address:

Contact Name, email address and phone number for reference check:

Contact Name: _____

Phone#: ______ Email address: _____

Brief description of the relevant services provided to the client:

Contract Value: \$_____

Duration of Contract: _____

Start date: _____ End date: _____

Renewals: ______

Considerations:

- 1. Level of client satisfaction in regard to performance of the proponent with work planning (site preparation, managing resources etc.)
- 2. Level of client satisfaction with respect to schedules.
- 3. Level client satisfaction related to communication with the proponent in regard to keeping client informed of job progress, delays etc.
- 4. Overall Client satisfaction with job performance.



G3.3 Reference #3

Client Name & address:

Contact Name, email address and phone number for reference check:

Contact Name: _____

Phone#: _____ Email address: _____

Brief description of the relevant services provided to the client:

Contract Value: \$_____

Duration of Contract: _____

Start date: _____ End date: _____

Renewals: _____

Considerations:

- 1. Level of client satisfaction in regard to performance of the proponent with work planning (site preparation, managing resources etc.)
- 2. Level of client satisfaction with respect to schedules.
- 3. Level client satisfaction related to communication with the proponent in regard to keeping client informed of job progress, delays etc.
- 4. Overall Client satisfaction with job performance.

MEADOW	TRIBAC COUNCIL



G4. Summary of Mandatory Requirements & Checklist

(To be completed by Proponent to ensure completeness of Proposal)

Referenced	Description of Documents to Include with		Compliant	
Section	the Proposal	Yes or No		
	Have you attended the mandatory site visit referenced in Section A4?			
	Have you included the information requested for evaluation of the proposals, including but not limited to that outlined in Section D: Evaluation and Selection Criteria?			
	Have you included Section F: Pricing Offer Form?			
	Have you included Section G: Contact Information, Acceptance and Reference Form?			

NOTE

The human resources department of MLTC requires the following information in order to proceed with any contract should one be created with a successful proponent. Please have this information available if it is requested of you:

- CPIC's (Criminal Record Check) or confirmation that CPIC's are on the successful proponent's files for anyone working on the project.
- Certificate of liability insurance.
- Banking information for EFT payments