



REQUEST FOR PROPOSAL (RFP)

GENERATOR ACQUISITION AND INSTALLATIONS

CURVE LAKE FIRST NATION
22 WINOOKEEDAA STREET
CURVE LAKE, ONTARIO K0L 1R0

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1. SUMMARY AND BACKGROUND

Curve Lake First Nation is currently accepting proposals to purchase and install generators at eight (8) commercial buildings and six (6) senior rental properties.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various individuals or organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the knowledge and experience needed to complete the task.

Curve Lake First Nation is located on a peninsula situated between Buckhorn Lake, Harrington Narrows and Chemong Lake. It is affiliated with the Union of Ontario Indians and is one (1) of seven (7) Williams Treaties First Nations.

The total registered population of Curve Lake First Nation is 2,821. There are roughly 810 members who live on reserve while 2,011 live off-reserve.

The Council is comprised of one (1) Chief and eight (8) Councilors.

First Nation operations are currently organized into eight (8) departments - Finance and Administration, Consultation, Health & Family Services, Education, Justice, Economic Development, Employment & Culture, Lands & Environment, Capital & Public Works. Curve Lake First Nation employs approximately 100 full-time employees and 35 short-term contracts and sub-staff.

Several Council committees have been established to assist the operating departments. These include Finance, Health & Family Services, Education, Economic Development/Tourism & Employment, Public Works & Capital, Housing, Consultation, Lands, Environment and Rights & Resources, Governance & Nation Building and Kinomaagewapkong & Culture. Additional Council Committees include the Gaming Revenue Fund, Recreation, and Youth Council Advisory Group.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **12 pm (noon) EST on July 5, 2024**. Any proposals received after this date and time will be returned to the sender.

If the individual or organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions may be subject to review by Curve Lake First Nation legal department and will include scope, budget, schedule, and other necessary items pertaining to the project.

****The bidder will contact Kelly Campbell, Administrative Assistant, at 705-657-8045 ext. 254 no later than June 18th to arrange a tour of the buildings to ascertain the appropriate equipment needed in order to provide an accurate proposal for this work. Bidders who do not arrange a site visit will have their proposals sent back to them. All site visits will be completed by June 26th.**

3. PROPOSAL INQUIRIES

All questions, requests for information, instructions, or clarifications regarding any part of this proposal document must be set out in writing and directed to:

Aricka Fleguel
22 Winookeedaa Street
Curve Lake First Nation, ON, K0L 1R0
705-657-8045
Email: procurement@curvelake.ca

All questions related to this Request for Proposal (RFP) or any clarification with respect to this RFP must be made no later than five (5) Business Days prior to the closing date of this RFP in order that staff may have sufficient time to respond. Curve Lake reserves the right to extend the deadline for questions, if required, regarding this RFP.

Written answers or clarifications to issues of substance shall be shared with all Proponents and shall be issued as part of the RFP in the form of an Addendum. This proposal document and all addendum(s), if any, shall also be posted on the First Nation's website.

4. PROPOSAL SUBMISSIONS AND CLOSING DATE

The **closing date for proposals is set for July 5th, 2024 at 12:00pm EST.** Proposals that are mailed, hand delivered to the Government Services Building or emailed will be accepted.

If packages are mailed or hand delivered, please send 3 copies of the proposal. Packages should be clearly marked Proposal for Generator Acquisition and Installation.

Proposals should be submitted to the attention of:

Aricka Fleguel
Curve Lake First Nation
22 Winookeedaa Street
Curve Lake, ON K0L 1R0
705-657-8045
Email: procurement@curvelake.ca

5. PROJECT PURPOSE

Curve Lake First Nation requests Proposals from professional, qualified, experienced companies for **Supply and Installation of generators** at eight (8) commercial buildings and six (6) senior rental properties.

6. PROJECT SCOPE

It's the intention of Curve Lake First Nation to purchase generators to minimize disruptions in services to the community during an extended power outage.

6.1. Curve Lake First Nation requires emergency stand-by generators to power eight (8) commercial buildings and six (6) senior home rental properties.

6.2. The equipment will provide automatic switchover to generator in the event of a power outage and will at a minimum provide:

6.2.1. Commercial Buildings

6.2.1.1.1. The ability to maintain service to the community by ensuring staff and clients have access to running water, lights, electrical outlets and sustained internet and communications.

6.2.2. Senior Rental Properties

6.2.2.1.1. Facilitate the ability for seniors to remain in their home by ensuring they have sustained running water, cooking ability, lights, and electrical power for any medical equipment and communications.

6.3. The sites in question currently have no generator service.

6.4. Curve Lake First Nation requests proposals for maintenance and repairs for a period of five (5) years from date of installation to be included and will have the right and option to terminate the contract upon thirty (30) days written notice.

6.5. Curve Lake First Nation requests proposals for remote monitoring where feasible.

6.6. Curve Lake requires the dismantling, removal, and safe disposal of all waste. This successful proponent is responsible to supply, deliver, and install all materials and fixtures needed.

6.7. One Year Guarantee

6.7.1. The Contractor shall guarantee to maintain the work and materials against any defects arising from adverse weather conditions, faulty installation, faulty materials supplied under the Contract, or faulty workmanship, which may appear within one (1) year from the date of acceptance of the work by Curve Lake First Nation. Faulty or damaged materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the First

Nation on-site within 2 weeks of notification. This shall be at no cost to the First Nation.

6.8. On-Site Hazards

6.8.1. The Contractor is to make themselves aware of any and all on-site hazards including but not limited to underground and overhead utilities in or near to the work area and to take every precaution necessary to eliminate any risk that may exist. If an on-site hazard exists that is causing or may cause injury to any person(s), the Respondent is to take immediate action to mitigate risk and damage, and then to notify the First Nation's contact person. The locations of all such hazards are to be investigated and verified in the field by the Contractor.

6.9. Damage and Defects

6.9.1. The Contractor shall use due care so that no persons are injured, no property damaged, or spillage to adjacent buildings, areas, and grounds lost in providing the services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall rectify any loss or damage for which, in the opinion of the First Nation, the Contractor is responsible, at no charge to the First nation and to the satisfaction of the First Nation.

Alternatively, the First Nation may repair the loss or damage and the Contractor shall pay to the First Nation the costs of repairing the loss or damage upon demand from the First Nation. Where, in the opinion of the First Nation, it is not practical or desirable to repair the loss or damage, the First Nation may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the contractor.

7. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

7.1. Mandatory Site Visit

7.1.1. A mandatory site visit is required to be scheduled. Proponents will call Kelly Campbell at 705-657-8045 ext.254 before June 18th to register for the site visit.

7.1.2. No questions will be answered during the mandatory site visits; questions are to be submitted to Procurement@curvelake.ca and an addendum will be issued to answer all questions and ensure consistency between meetings.

Any questions in relation to this RFP are to be submitted by email to procurement@curvelake.ca no later than June 28th, 2024

All proposals in response to this RFP are due no later than July 5, 2024 at 12:00pm (EST).

Evaluation of proposals will be conducted by July 12th, 2024. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than July 19, 2024.

Contract negotiations will be completed by August 7, 2024.

Notifications to bidders who were not selected will be completed by July 19, 2024

7.2 Project Timeline

It is expected that the project will begin immediately following contract negotiations and will be completed as soon as possible to avoid potential disruption of services to the community.

8. BUDGET

- All proposals must include detailed proposed costs to complete the tasks described in the project scope. Costs should be stated as one-time or non-recurring costs (NRC) or monthly recurring costs (MRC). A detailed budget including time/labour/materials costs and methodology for change orders or other unplanned costs.

NOTE: All costs and fees must be clearly described in each proposal.

- Prices shall be all-inclusive and stated in (Canadian Funds). Prices shall remain FIRM for the completion of the Services. Prices shall include the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, all necessary packing and crating (where applicable), Canadian Customs import and export duties, freight, handling, transportation, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes, bonding costs, all licences, permits, inspections and all other requirements necessary for the commencement, performance and completion of Services as described.
- As the work and services will be delivered on First Nation territory, all bids and invoicing shall be tax exempt.
- The lowest price of any Proposal will not necessarily be accepted but will be analyzed to determine best overall value.

9. BIDDER QUALIFICATIONS

9.1. Qualified Personnel

- 9.1.1.** All Work shall be performed by qualified and skilled persons pertaining to the licensing and qualifications for the respective trades in strict accordance with the applicable Provincial, Federal, and other laws, regulations, standards, codes, etc. including, the abatement of hazardous materials if required. All workmanship and materials will be subject at any time to the inspection and approval of the First Nation. The Contractor and persons hired by it to perform the work shall at all times be properly attired and shall be courteous to the public and all other trades/work crews and perform the work in a manner that minimizes any inconvenience or nuisance to the staff and members of Curve Lake First Nation.

9.2. Bidders shall provide the following items as part of their proposal for consideration:

- Letter of introduction
- Qualifications of project team
- Testimonial/Letter of Reference from past clients
- Outline of experience
- Outline of any past work with First Nation communities
- Identify number of Curve Lake First Nation members employed by the proponent
- Project scope and methodology
- List of all sub-contractors
- Detailed budget outlined, no exclusions.
- Proof of WSIB
- Proof of insurance
- Work Schedule
- Work conducted in accordance with Ontario construction standards.
- Warranty phase

10. PROPOSAL EVALUATION CRITERIA

Curve Lake First Nation will evaluate all proposals based on responsiveness to terms and conditions and ability to meet specifications and references. In addition to the following criteria. To ensure consideration for this request for proposal, your proposal should be complete and include all the following criteria:

Experience, Reputation, Capacity and Resources

- Business and technical reputation and capabilities; experience, capacity and resources
- Demonstrated performance providing services of similar size, scope and complexity.
- References - Successful completion of relevant projects referenced within the last 5 years
- Sub-contractors
- Key personnel proposed including qualifications, experience, and certifications.

Technical

- Equipment and Resources required.
- Methodology, set-up, and execution of the work
- Schedule and anticipated completion date
- Ability to comply with the stated specifications and requirements.
- Risk factors
- Quality Assurance and Safety
- Training and Warranties

Financial and Value Added

- Price offered including, but not limited to, prices, operating and maintenance costs
- Value added / Sustainable benefits.
- These criteria will be used to determine best overall value to the First Nation. Proposals will be compared to select the most advantageous.

And, upon selection of lead Proponent:

- References may be contacted.
- The First Nation may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the First Nation may make such requests to only selected Proponents. The First Nation may consider such clarifications or additional information in evaluating a Proposal.

11. PREPARATION OF SOLICITATION

If a proposing company, individual, or subcontractor participated in the preparation of the RFP solicitation that proposal is disqualified.

12. PRIVILEGE CLAUSES

Curve Lake First Nation reserves its right:

1. Not to award the contract.
2. Not to award the contract necessarily to the lowest priced bidder, but rather to the best “value”.
3. To conduct negotiations with one or more bidders in the event the negotiations with the first bidder are unsuccessful.
4. To conduct a survey of potential bidders to obtain clarification of their proposals as part of the evaluation process.
5. To cancel and reissue the RFP; and
6. To extend any deadlines and amend the proposal process.

13. EXCLUSIONARY CLAUSES

The proposal writer shall be liable for all costs associated with preparation and submission of the proposal up to the final award of the contract.

Curve Lake First Nation shall not be liable for any costs, expenses, loss, or damage incurred, sustained, or suffered by any bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by CLFN of any proposal, or by reason of any delay in acceptance of a proposal, except as provided in the tender documents.