

Listuguj Mi'gmaq Government

REQUEST FOR PROPOSALS

RFP No. 19-06-14

NURSERY CLASSROOMS ADDITION

— Design-Build —

Proposals will be received on or before 1:00 PM AST

Friday, JUNE 28, 2019

(Closing date and time)

Obtaining Request For Proposal Documents

Request for Proposals (RFP) documents are available for downloading from the Listuguj Mi'gmaq Government website at www.listuguj.ca and from the Le système électronique d'appel d'offres at www.seao.ca.

Printing of RFP documents is the sole responsibility of the Proponents.

Non-mandatory Site Meeting

A NON-MANDATORY site meeting will be held on Wednesday, June 19, 2019 at 2:30 PM AST.

Proponents are to meet at:

Listuguj Education Complex
1 Riverside West, Listuguj, Quebec, G0C 2R0

Addenda

Proponents are required to check the Listuguj Mi'gmaq Government and the SEAO websites for any updated information and addenda before the closing date at the Listuguj Mi'gmaq Government website at www.listuguj.ca and the Le système électronique d'appel d'offres at www.seao.ca.

Proposals Submissions

The Listuguj Mi'gmaq Government reserves the right to accept or reject any or all Proposals or accept a Proposal deemed to be in the best interest of the Owner and will not be responsible for any costs incurred by Proponents in preparing a response.

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DEFINITIONS

"Contract" means the CCDC 14 -2013 Design-Build Stipulated Price Contract that will be issued to formalize with the successful Proponent through negotiation process with the Owner based on the proposal submitted and will incorporate by reference to the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent's response and acceptance by the Owner.

"Owner" means the Listuguj Mi'gmaq Government.

"Contractor" means the person(s) firm(s) or corporation(s) appointed by the Owner to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both "Contractor" and "Proponent" are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

"Proponent" means responder to this Request for Proposals.

"Proposal" means the submission by the Proponent.

"Provide" means to supply and install, including delivery to site and all associated "Work", permits, and commissioning.

"RFP" "Request for Proposals" shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

"Services" means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

"Supply" means supply, deliver and pay for all associated costs to have the equipment offloaded and placed onsite.

"Shall" "Must" "Will" "Mandatory" means a requirement that must be met.

"Work" "Works" shall unless the context otherwise requires, mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

1.0 INSTRUCTIONS TO PROPONENTS

1.1 Request for Proposals

The Listuguj Mi'gmaq Government ("Owner") requests Proposals from professional, qualified, experienced companies to design, engineer, procure, construct, deliver, erect, commission, start up, and test the completed Project consisting of all necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, and necessary to build approximately 1,800 square feet Classroom extension to the existing Listuguj Education Complex Building that will be located at 1 Riverside East, Listuguj, Quebec, G0C 2R0. The Owner prefers Contractors to install prefabricated modular units. The units must be made operational by September 1, 2019 and commissioned on or before September 30, 2019.

Refer to Scope of Work Section 3 for further details.

Also refer to:

Appendix A – Nursery Classrooms Expansion Project - Site Location

Appendix B – Nursery Classrooms Space Requirements

Appendix C – Nursery Classrooms Preliminary Floorplan

1.2 Closing Date & Time

Proposals will be received by the Owner on or before at 1:00 PM AST:

Friday, June 28, 2019

Bid opening will be at the Natural Resource Building, 44 Dundee Rd, Listuguj, Quebec at 1:00 PM AST.

1.3 Instructions for Proposal Submission

Proposal submissions are to be sent to electronically to Mr. Bassem Abdrabou, Listuguj Capital & Infrastructure Directorate at his email address which is bassem.abdrabou@listuguj.ca.

1. in the "Subject" field enter RFP Number and Name

2. Add files in .pdf or MS Word .docx format

In the event an email submission exceeds 5 MB of data please use the services of We Transfer to send a Proposal to Mr. Abdrabou. The website of the We Transfer is www.wetransfer.com .

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the email address for Mr. Abdrabou. The Owner will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the Owner will not be liable for any damages associated with Proposals not received.

The Owner reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn upon request by an authorized representative of the company that sent the email to: bassem.abdrabou@listuguj.ca prior to time set as closing time for receiving Proposals.

1.4 Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to Ms. Lorna Sook, Director, Listuguj Education, Training and Employment at lsook@lmdc.ca .

Questions are to be submitted in writing three (3) business days prior to the closing date.

The Owner shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the LMG and SEO websites that will be incorporated into and become part of the RFP

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.5 Addenda

Proponents are required to check the LMG website for any updated information and Addenda issued before the Closing Date at the following websites, the Listuguj Mi'gmaq Government website at www.listuguj.ca and the Le système électronique d'appel d'offres at www.seao.ca.

If a change, or additional information related to the original version of the Request for Proposals is warranted, the Owner's response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the LMG or SEAO websites. Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the LMG and SEAO websites and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the Owner's original file copy shall prevail.

1.6 Privacy

Upon submission of a proposal, Proponents agree the Owner may disclose the name of their company. However, no prices, totals, weights or scores will be provided to any Proponents.

Proponents are advised that proposals will become the property of the Owner.

1.7 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Owner, if any. The Owner will not be liable to any Proponent for any claims, whether costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

1.8 Mi'gmaq Inclusion

In accordance with the Listuguj Mi'gmaq Government Tender Policy, a copy of which is posted on the Listuguj Mi'gmaq Government website at www.listuguj.ca, the Proponents will be assessed on their Mi'gmaq Inclusion measures. The Owner will assess the measures to promote Mi'gmaq contractors and Mi'gmaq workers.

1.9 Prices

Prices shall be all-inclusive and stated in (Canadian Funds). Prices shall remain FIRM for the completion of the Work.

Proponents are to submit prices for the entire scope of work including all labor, tools, equipment, materials, travel, transportation, customs clearance, duties, deliveries, including all components and any ancillary items necessary to complete the project to the satisfaction of the Owner.

Delivery of all the materials and equipment shall be included in the price freight prepaid FOB: to the Owner project site location.

1.10 Evaluation Criteria

The evaluation of the Proposals may include any criteria that becomes evident during the evaluation process including, but is not limited to:

Item	Criteria	Points
1)	Work Schedule Completing project by September 2019	20
2)	Proponent's Qualifications and Experience	20
3)	Project Manager's Experience	15
4)	Past Performance (References)	15
5)	Mi'gmaq Inclusion	10
6)	Price	20
	TOTAL POINTS	100

And, upon selection of one or more lead proponent(s):

Validation may include interviews with References, financial institutions and insurance providers.

1.11 Selection Process

The Owner's evaluation team will review proposals and rank them based on the evaluation criteria outlined above. The Owner reserves the right to consider other criteria that may become evident during the evaluation process to obtain best value. The Owner may at its discretion interview one or more Proponents or request clarifications or additional information from any Proponent and may use that information as part of the evaluation.

The Owner may compare bids to select the one that is most advantageous.

Proponents agree that upon submission of their proposal, the Owner may disclose the name of their company. However, no prices, scores, weights or totals will be provided to any of the Proponents.

Should there be additional similar services required the Owner reserve the right to sole source with the successful Proponent.

1.12 Negotiation

The Owner reserves the right, prior to contract award, to negotiate changes to the scope of the work or to the contract documents (including pricing to meet budget) with the Proponent or any one or more Proponents, proposing the "best value" without having any duty to advise any other Proponent or to allow Proponents to vary their proposal as a result of changes to the scope of the work or to the contract documents; and the Owner may enter into a changed or different contract with the Proponent(s) proposing the "best value", without liability to Proponents who are not awarded the contract.

1.13 Irrevocability and Acceptance of Proposals

The Owner requests that Proposals remain open for acceptance for a period of not less than thirty (30) days from the closing date and time.

The Owner reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favorable in the interest of the Owner.

The Owner reserves the right to accept or reject any or all Proposals. The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the Owner.

The Owner reserves the right to cancel this RFP at any time without recourse by the Proponent. The Owner has the right to not award this work for any reason including choosing to complete the work with the Owner's own forces. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the Owner.

1.14 No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

1.15 No Contractual Obligations

This is a request for proposals and not a call for tenders or request for binding offers. The Owner does not intend to enter into contractual relation as part of this request and no contractual obligations whatsoever will arise between the Owner and any proponent that submits a proposal in response to this RFP until and unless the Owner and a proponent enter into a formal, written contract for the Proponent to undertake the project.

1.16 Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the Owner, its elected or appointed officials or employees.

1.17 Non-Solicitation

Proponents and/or their agents will not contact any member of the Owner's Chief and Council members with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the Owner may reject the Proposal of any Proponent that makes any such contact.

1.18 Liability for Errors

While the Owner has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Owner, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

1.19 Examination of Proposal Documents and Work Sites

The Proponent must carefully examine the Proposal Documents and worksite(s). The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the Owner.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the Owner, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

2.0 TERMS AND CONDITIONS OF CONTRACT

2.1 Notification of Award

The Owner will notify the successful Proponent ("Contractor") in writing of its decision to award the work. The following general conditions will apply to this Contract. Proponents are to include with their proposal submission a full description of any deviations if they are unable to comply with any of these general conditions

2.2 Health and Safety Requirements

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of the Owner and the safety policies/procedures of the Owner.

2.3 One Year Guarantee

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 the Owner. 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 Owner on-site within two (2) weeks of notification. This shall be at no cost to the Owner.

2.4 Indemnity

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the Owner, by reason of any act or omission of the Contractor, its agents, sub-contractors or employees in the execution of the work.

2.5 Insurance Requirements

The Contractor shall submit, upon award by the Owner, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in force and that:

1. The Listuguj Mi'gmaq Government shall be named as "additional insured";
2. The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the Owner and the Owner's written approval of the cancellation, transfer, assignment or alteration.
3. Such certificate is to be as shown as Listuguj Mi'gmaq Government - Certificate of Insurance

The Contractor shall carry Commercial General Liability Insurance satisfactory to the Owner in the amount of ONE MILLION DOLLARS (\$1,000,000) inclusive per occurrence.

Automobile Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) is required on all licensed vehicles owned or used by the Contractor.

Contractor's Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage.

The Contractor will provide a bid bond equal to ten (10) percent of the amount bid in Canadian dollars.

The Contractor will provide a performance bond equal to fifty (50) percent of the amount bid in Canadian dollars.

2.6 Independent Contractor

The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the Owner.

2.7 Prime Contractor

The Contractor shall be deemed to be the "Prime Contractor" and be absolutely responsible for having the site secured in accordance with its Health and Safety policy.

2.8 Clean Up

At the end of each day the Contractor shall ensure that sites are safe and secure, and, at the conclusion of work, the Contractor shall clean out all debris promptly remove any equipment or materials and leave the site of the work in a clean and tidy condition.

2.9 Operations and Coordination of the Work

The Contractor shall agree to coordinate the execution of the work with the Owner such that disruption of the work of all involved is minimized.

In the event of a critical operational incident the Contractor may need to vacate the working area so as not to impede Listuguj Fire Rescue operations.

2.10 Equipment, Materials and Workmanship

The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the work including any amendments as they may occur during the execution of the work.

All equipment, materials and labor utilized, and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the work including, but not exclusively:

1. Provincial Motor Vehicle Act
2. Workplace Hazardous Material Information System (WHMIS)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the work agreed to.

2.11 Inspection of Work

1. All work provided shall be subject to inspection and shall meet the approval of the Owner or a designated representative. If they are not approved, the Owner shall have the right to reject them or to require correction.
2. All drawings, designs and specifications will be completed by professional architects and engineers that are in good standing with a provincially authorized licensing authority.
3. Acceptance or rejection of the work shall be made as promptly as practical, but failure to

accept or reject the work shall not relieve the Contractor from responsibility for work provided not in accordance with the contract.

4. The Owner will not be deemed to have accepted the work by virtue of a partial or full payment for it.
5. The Owner or a designated representative shall be the final judge of all work and its decisions of all questions in dispute will be final.
6. The Contractor will not be liable for any excess costs if failure to perform is due to strike, lockout, or circumstances beyond their control. The Owner will not be liable where sites are not available due to strike, lockout, or unique circumstances.

2.12 Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in doing the work. 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 work 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 Owner, the Contractor is responsible, at no charge to the Owner and to the satisfaction of the Owner.

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

2.13 Default

The Owner reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Contractor, if the successful Contractor:

1. Fails to make delivery of the work;
2. Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the Owner;
3. Fails to meet the Owner's standard of expected and agreed level of service and performance;

or,

4. Be adjudged bankrupt or makes general assignment for the benefit of creditors.

2.14 Cancellation

The contract may be cancelled by the Owner for any reason without cause or penalty upon thirty (30) days written notice.

The Contractor would be compensated for all work provided at the date of notification.

2.15 Dispute Resolution

All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be arbitrated and finally resolved, pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Montreal, Quebec. The language of the arbitration shall be English.

2.16 Confidentiality

The Contractor agrees that proprietary Owner information obtained in performing the work will be treated as confidential and not disclosed.

2.17 Advertisement

The Contractor shall not advertise its relationship with the Owner without prior written consent from the Owner.

2.18 Subletting

The Contractor will not, without the written consent of the Owner, assign, sublet or transfer any subsequent contract or any part thereof.

2.19 Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of Quebec and Canada.

2.20 Payments - Invoicing

The Contractor will submit invoices for goods, services and deliverables that have been provided to the Owner. Payment will not be made for deposits.

Payment will be made to the Contractor for goods, services and deliverables upon receipt, acceptance and approval by the Owner.

1. All invoices are to be submitted in .pdf format and sent to email:
bassem.abdrabou@listuguj.ca.
2. Invoices shall include the Purchase Order number, Project Number, project description and will be submitted monthly or upon completion of the works as determined by the Owner's representative.
3. The Contractor shall be paid net forty-five (45) days or best effort from receipt of invoice less a (ten) 10 percent holdback adjustment and acceptance of the work, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the Owner.
4. Invoices shall show the separate appropriate amounts for PST, HST, and GST.

3.0 SCOPE OF WORK

3.1 General Requirements

The Listuguj Mi'gmaq Government intends to select a Contractor to design, supply, deliver, configure, install and commission the Nursery Classrooms to serve as classrooms for the Listuguj Education, Training and Employment Directorate located on the Listuguj Indian reserve. The Owner prefers the installation of a pre-fabricated modular building. The addition of Nursery Classrooms is part of an expansion initiative of the Listuguj education system. The site construction work is scheduled for the summer 2019 and to be completed by September 30, 2019.

The Nursery Classrooms are expected to be approximately 1,800 sq. ft. to accommodate up to thirty (30) students per classroom, two (2) classrooms, a kitchenette, custodian room, four (4) Washrooms of which 2 are handicap assessible , two (2) Entrances per classroom, and exterior porch and ramp, interconnections to ITC systems/Power/Security/electrical conduits distribution. It is anticipated that the building will be required for twenty-five (25) years.

For further details, refer to Appendix B – Nursery Classrooms Space Requirements

The Contractor shall ensure that they are qualified and experienced; and have the necessary resources for the successful completion of the work including any amendments as they may occur during the execution of the work.

3.2 Description of Required Work

1. The Work on this Project generally includes but is not limited to;
 - a. Design, engineering, procure, construct, deliver, erect, commission, start up, test the completed Project consisting of all necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, and structures.
 - b. Proponents must submit architectural drawings, renderings, sketches or other representation of designs and appearance.
 - c. The Project will consist of demolition and disposal of existing structures approved for removal to provide access to the existing structures.

- d. The facility must be operable on or before September 1, 2019 and commissioned on or before September 30, 2019. Failure to comply will result in a penalty fee of \$10,000 per week up to a maximum of 10% of the total project costs.
2. The Contractor will include all design and engineering expenses to complete the work; the Director of Capital & Infrastructure, or his agent, will review and approve the final design and layout prior to commencing the building process. The Contractor will coordinate with the Director of Capital & Infrastructure or his agent; and propose options for the building program refinement to ensure all the requirements are met.
3. In coordination with the Director of Capital & Infrastructure, or his agent, the Contractor will submit all the related Architecture, Structural, Mechanical, Electrical and Plumbing sealed drawings and Schedules as required by the Listuguj Mi'gmaq Government. All work is to comply with all National and Provincial Building Code regulations including Electrical, Mechanical and Plumbing Codes, and seismic design requirements.
4. The Contractor to include all the related costs for the transportation to site, utility hook-ups, exterior ramps with rails, stairs, engineering, full perimeter skirting works, exterior walls, energy efficient windows and lighting, ceilings, roller blinds, roof, interior partitions, doors, millwork, electrical/IT/mechanical/HVAC/AC systems, data network drops in the classrooms, fire extinguishers, interior signage, and finishes of the works. All building finishes will be to commercial and/or industrial grades only, and to be reviewed and approved by the Owner.
5. All site services: sanitary, storm, electrical/IT will be the responsibility of the Owner and will be terminated at the Nursery Classrooms location ready for connections by the Contractor.
6. The Contractor will coordinate with Consultants, Site General Contractor, and the LMG Capital & Infrastructure Directorate for all the required work for the civil work, delivery and installation of the Nursery Classroom addition to the Listuguj Education Complex.

3.3 Building Specifications

Basic specifications for the Nursery Classrooms Addition are as follows:

1. Size: approx. 1,800 sq. ft;
2. Ceiling: minimum 8 feet high;

3. Interior Finish: Vinyl floors, prefinished walls and ceilings, commercial grade PVC windows with insect screens, windows roller blinds;
4. Mechanical: Electric powered Air-sourced heat pump;
5. Electrical: LED lighting is required in new LMG spaces; it is the Contractor's responsibility to suggest designs that meet the minimum lighting requirements for each area; and,
6. Exterior Finish: Resilient exterior siding, exterior lighting for night security on all corners of the building.

3.4 Owner's Responsibility

The Owner will be responsible for the following:

- Preparation and rough grading of the site;
- Site services; and,
- Communication cabling.

3.5 Permits

The Contractor is responsible for providing all the necessary documentation in order to obtain permits required for the construction and commissioning of the Nursery Classrooms. The Contractor will coordinate with the Owner for any and all Permit submissions. Permit costs to be paid by the Owner.

3.6 Hours of Work

The Contractor shall perform the work in compliance with all the Listuguj Mi'gmaq Government bylaws, policies and procedures. The Owner will provide the Contractor with all relevant bylaws, policies and procedures.

3.7 Site Control and Organization

The Contractor shall at all times be responsible for maintaining safety zones around the worksite.

The Contractor is to use barriers and signage as required, to create safe detours around the worksite, as required.

When unsafe, or not practical to create safe detours, the Contractor is to use barriers and signage at all egress points to close the access (i.e., during work hours while work zone is not safe to pass).

The Contractor shall at all times keep the site secure, safe, clean and orderly as the Work allows, with the removal of trash and debris daily.

3.8 Site Meetings

The Contractor shall coordinate and attend regular site meetings including safety meetings at such intervals as may be deemed necessary by the Owner for the purpose of coordinating and expediting the progress of the Work.

The Contractor agrees to attend in person or send authorized representatives to any such meetings which may be called for by the Owner.

3.9 Rectify Damages

The Contractor shall make good any damage at no cost to the Owner and leave the site in the same state as it was prior to commencement of the Work and to the satisfaction of the Owner. The Contractor shall be responsible to pay the full cost of any repairs for all damage to existing structures, etc. if caused by the Contractor during the contract period.

Damage to property or equipment and infrastructure shall be reported promptly.

3.10 Rejected Work

Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be rectified at the Contractor's expense.

3.11 Protection of Operational Staff

The Contractor shall take adequate measures to protect the public, Owner's staff, and all others on site from injury, damage, or other loss resulting from maintenance operations and related activities.

Listuguj Mi'gmaq Government

REQUEST FOR PROPOSALS

RFP No. 19-06-14

NURSERY CLASSROOMS ADDITION

— Design-Build —

Proposals will be received on or before 1:00 PM AST

Friday, JUNE 28, 2019

(Closing date and time)

Proposal Submission Instructions

Proposal submissions are to be consolidated into one (1) PDF file and sent to the Mr. Bassem Abdrabou, Capital & Infrastructure at bassem.abdrabou@listuguj.ca.

Proponents are responsible to allow ample time to complete the submission process. For assistance, contact Ms. Lorna Sook at her email address which is lsook@lmdc.ca or by telephone at 418.788.2248.

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form:

Submitted by: _____

(company name)

Proponents are asked to provide as much information as possible when replying to each point throughout the proposal.

1.0 WORK SCHEDULE

1.1 Milestones

- a) State the time needed to complete the Work. The work period will begin after the Owner executes the Stipulated Price Contract.

- b) State number of weeks to complete the design and specifications for the Nursery Classrooms:

- c) The Work shall be substantially complete on or before September 1, 2019. The Proponent states that they are available and ready to start this work and confirms the work shall be substantially completed on:

2.0 METHODOLOGY

Provide an overview of the systems and methodology for constructing the Nursery Classrooms project. Describe the schedule and how many personnel will be used including their roles, any special requirements to ensure efficient progress and ensuring the facility is operational on or before September 1, 2019.

Attach pages and drawings with price options as needed.

3.0 PROPONENT'S EXPERIENCE AND REFERENCES

Year Started	
Year Completed	
Description of Contract or Project	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Contact Person	
Telephone and Email	
Contract Value	

4.0 PROJECT MANAGER'S EXPERIENCE AND REFERENCES

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

5.0 PRICE

5.1. Nursery Classroom Design-Build Stipulated Price (Contract price)

The Proponent has considered the information provided by the Owner as relates to this project, and agrees to provide all labor, materials, products, equipment, and services; and perform all work shown and described in these documents for the total stipulated price of:

\$ 00.00

6.0 SUB-CONTRACTORS

List any sub-contractors that would be involved in performing the Work. Include relevant experience, qualifications, roles, responsibilities for this project:

	Company Name	Roles & Responsibilities	Mi'gmaq Ownership	Qualifications and Experience
1				
2				
3				
4				

7.0 MI'GMAQ EMPLOYMENT

In accordance with the Listuguj Mi'gmaq Government Tender Policy all submissions are required to identify any and all measures to include Mi'gmaq workers in the Project.

The Proponent has considered the information provided by the Owner as relates to this project, and agrees to provide all labor of which Mi'gmaq workers will constitute the following percentage:

_____ %

8.0 ACCEPTANCE

The Owner requests that proposals remain open for acceptance for a period of not less than thirty (30) days from the closing date.

We, the undersigned, appearing in Section 12.0, confirms that this submission is open for acceptance by the Owner for a period of: _____ days.
--

9.0 ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued

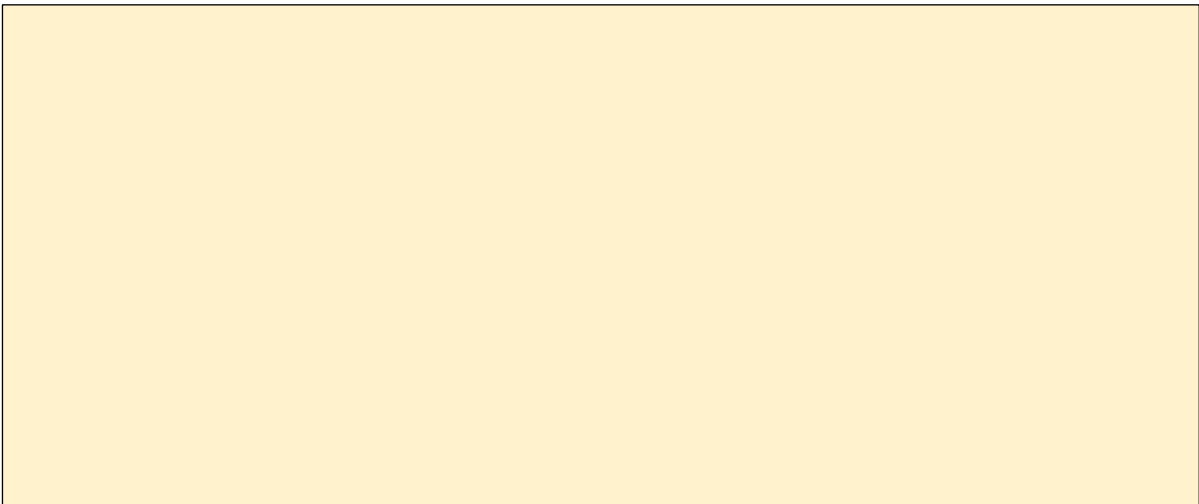
10.0 NON-COMPLIANCE

Proponents must identify any specific requirements with which they are unwilling or unable to comply with.



11.0 CONFLICT OF INTEREST

Proponents must disclose information regarding any relationships that may be perceived to be a conflict of interest.



12.0 AUTHORIZATION

We the undersigned hereby submit our Proposal for the work as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, Scope of Work, and information provided in this RFP.

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact: Name and Title of individual for communication related to this RFP	
Contact Email:	
Name & Title of Authorized Signatory:	
Signature:	
Date:	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP, electronic signatures will be accepted.

APPENDIX ‘A’ - Nursery Classrooms Expansion Project - Site Location



Figure 1 – Nursery Classroom Location ([48.012320](#), [66.702034](#))

APPENDIX ‘B’ – Nursey Classrooms Space Requirements

Approximate overall floor space

- 1,800 square feet (approximate/flexible)

Building Requirements

- 2 Classroom Spaces
- 1 Kitchenette
- 1 Custodian room
- 4 Washrooms of which 2 are handicap assessible
- 2 Entrances per classroom
- Exterior Porch and ramp

Classroom Space

- 700 square feet per classroom, approximately
- 3 windows
- Commercial grade vinyl flooring and baseboard
- Modem/WIFI mounts/connections
- Air Sourced Heat Pump
- Baseboard heaters with wall mounted control

Kitchenette

- 140 square feet, approximately
- Accommodates placement of a refrigerator, stove, sink, dishwasher, range hood with external exhaust.
- Cupboards/countertops
- Commercial grade vinyl flooring and baseboard
- Baseboard heaters with wall mounted control
- LED Lighting
- Door hollow sliders with locking mechanism

Custodian Room

- 25 sq. ft, approximately
- Commercial grade vinyl flooring and baseboard

- LED lighting
- Large wash basin
- Doors are bi-fold style

Washrooms

- 2 separate washrooms with one toilet and one sink
- Baseboard heaters with wall mounted control
- LED lighting
- Door hollow with locking door knob
- Commercial grade vinyl flooring and baseboards

Main Entrance

- Located on opposite side of structure
- Two doors that are commercial grade with aluminum frame
- Mechanical door closer apparatus
- Panic Bar on each door
- Tempered and shatter proof glass
- Overhead exterior lighting

General Concepts

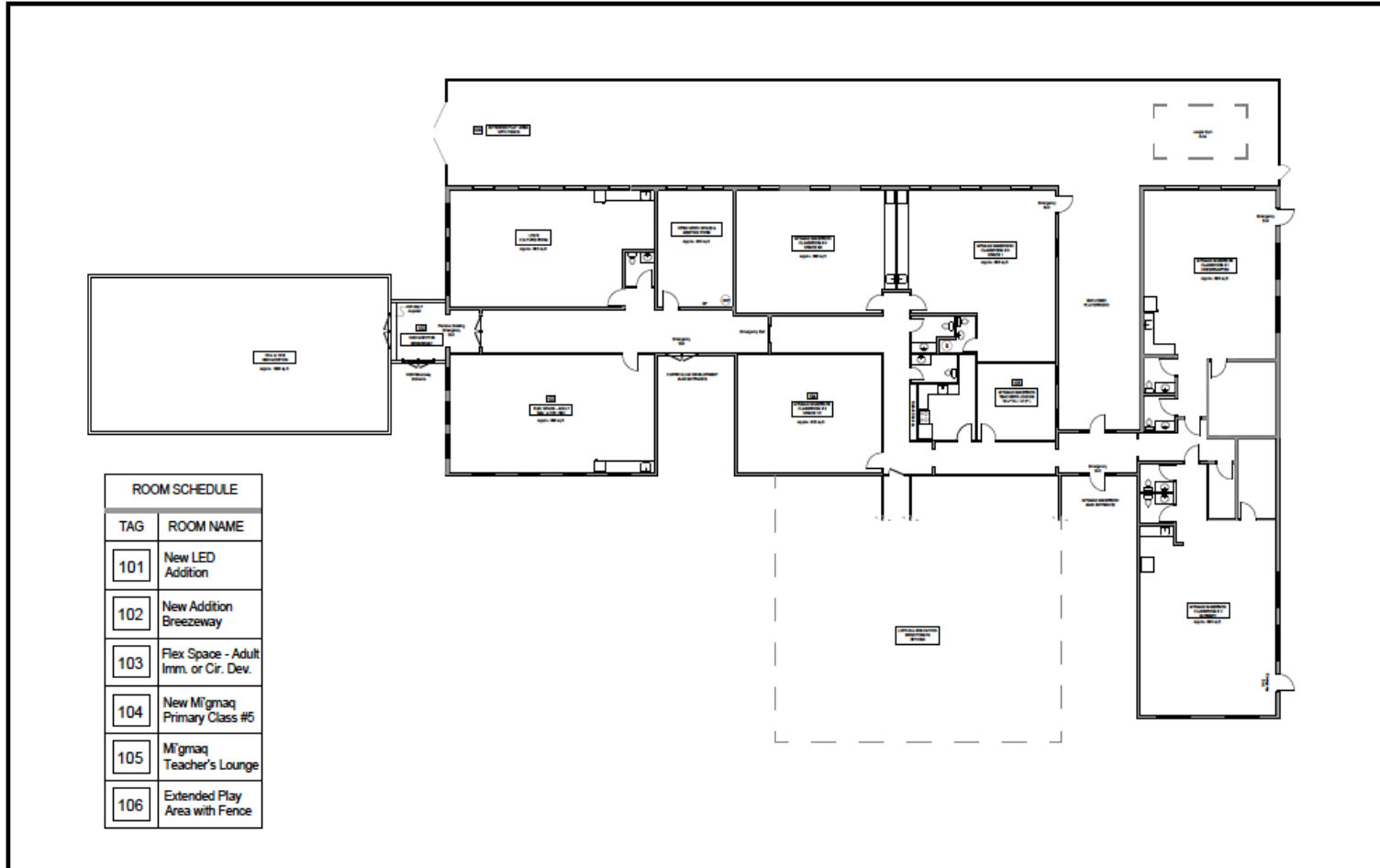
General design concept is to have the classroom, kitchen, washrooms, custodian room on one floor.

The spaces should be functional and practical while maintaining attractive design. Consideration should be given to temperature control, acoustics, comfort, free flowing, open, and bright, taking advantage of as much natural light as possible and lending itself to creating conversation. Doors must have locking devices for safety considerations.

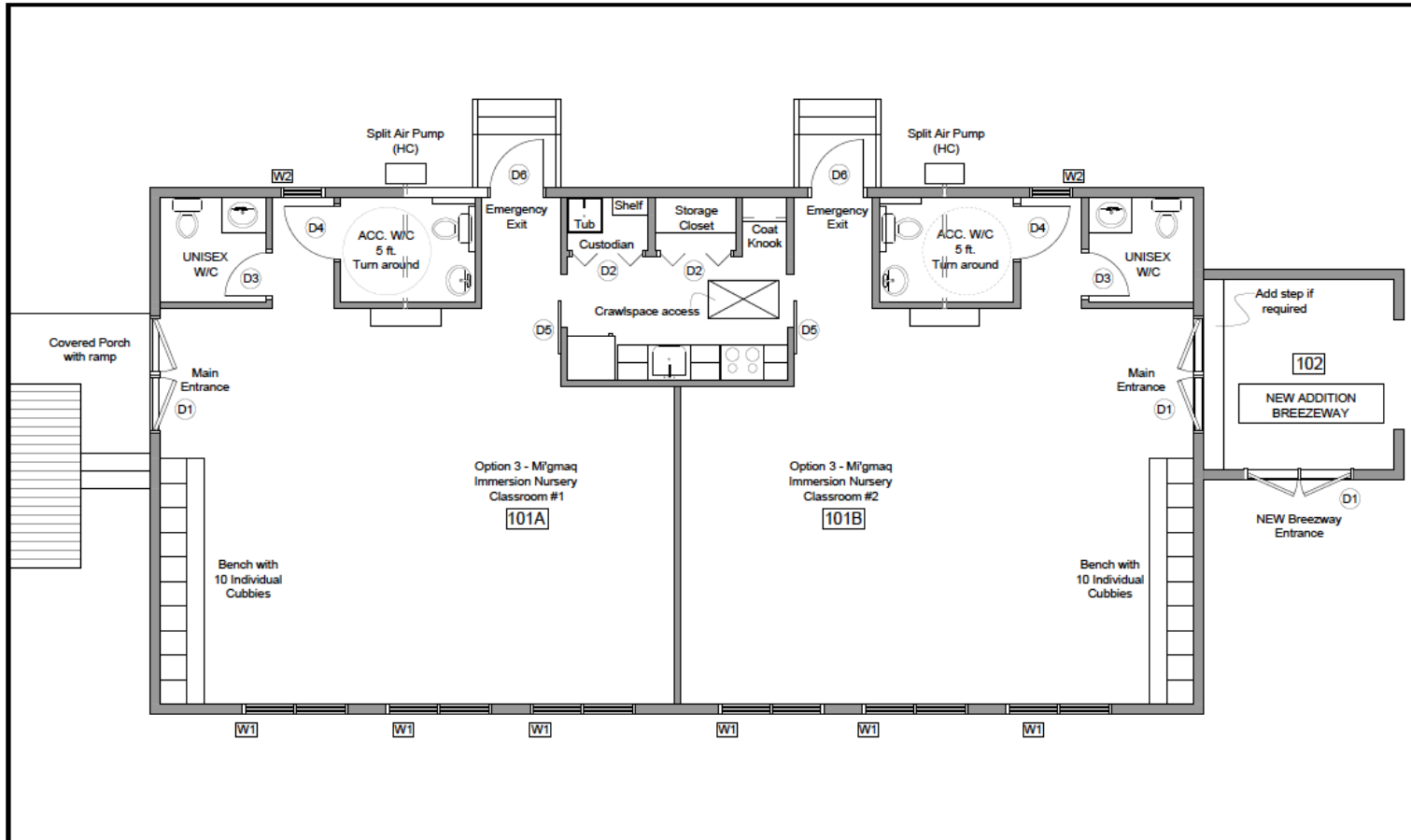
Detailed design/floor space planning

The Contractor will supply design/planning expertise to facilitate Owner input/meetings in order to discuss options, confirm and finalize design and floor plan.

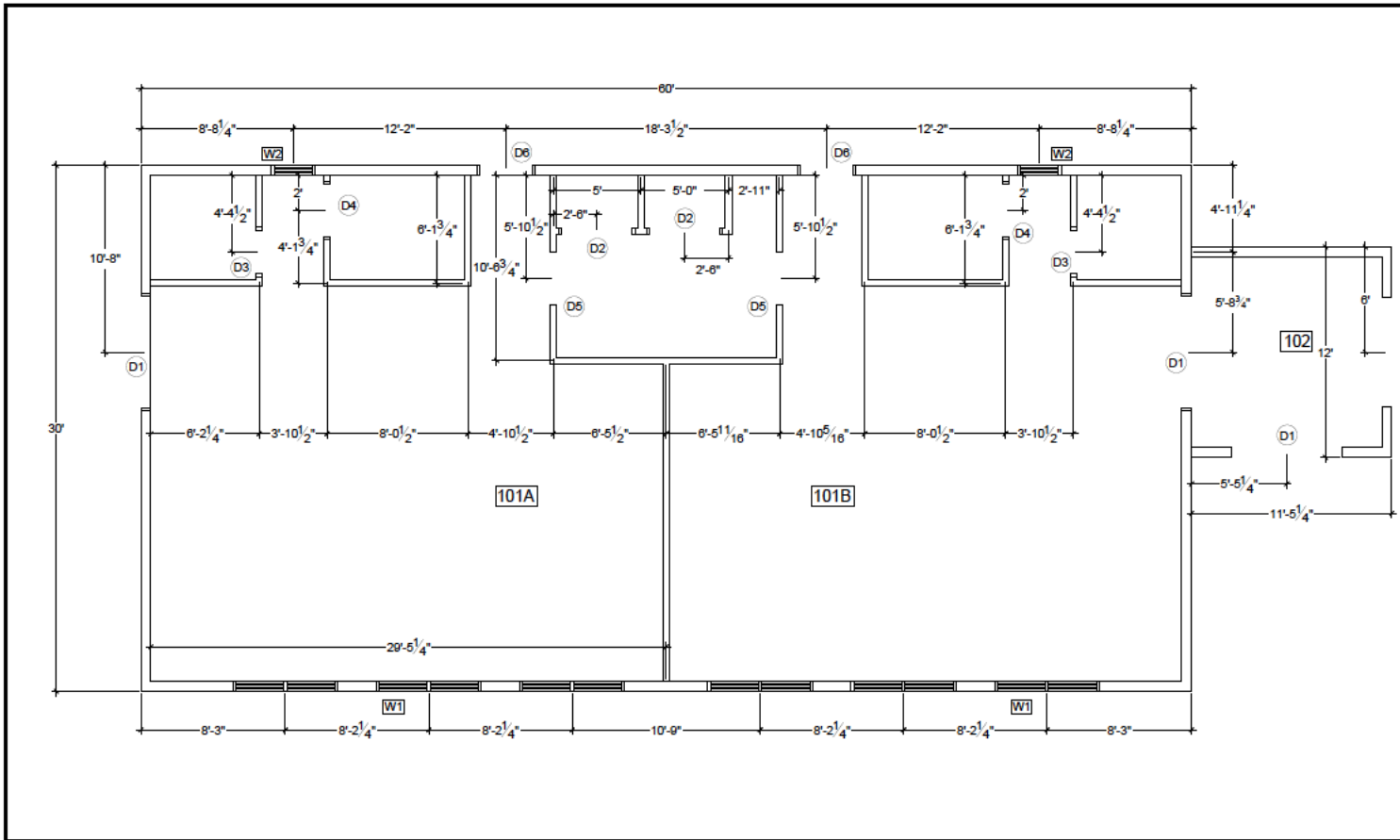
APPENDIX ‘C’ – Nursey Classrooms Preliminary Floorplans



<p>deborah davin germain [m] 506.790.4057 [e] ddavin@savvicreativestudio.com</p>	<p>THIS PACKAGE IS FOR DESIGN PURPOSES ONLY- NOT TO BE USED FOR CONSTRUCTION. CONTRACTORS ARE RESPONSIBLE FOR PROVIDING WORKING CONSTRUCTION DRAWINGS.</p> <p>ALL SITE DIMENSIONS AND SCHEDULES ON THIS DRAWING MUST BE VERIFIED BY TRADES. ALL TRADES MUST NOTIFY THE DESIGNER (DEBORAH DAVIN GERMAIN) IMMEDIATELY OF ANY DISCREPANCY OR OMISSION. TRADES MUST COMPLY WITH ALL APPLICABLE BUILDING CODES.</p> <p>THE DESIGNER GIVES THE LISTUGUJ EDUCATION, TRAINING AND EMPLOYMENT DIRECTORATE CONSENT TO DISTRIBUTE AND DUPLICATE THIS DRAWING FOR CONSTRUCTION PURPOSES.</p>	CLIENT: LETE Directorate, LMG	PROJECT TAG: Mi'gmaq Innovation	REV. ISSUE	DATE	DRAWING
		LOCATION: Listuguj, QC LED Complex	PROJECT NUMBER: SCS005	1		
		START DATE: January 31, 2019	SCALE: N/A	2		
		FINISH DATE TARGET: August 5, 2019	DRAWN BY: D. GERMAIN	3		
				4		
		5				
OVERALL SITE VIEW LED COMPLEX Sketch 1.0						



<p>deborah dawn germain [m] 506.790.4057 [e] ddawn@savvcreativestudio.com</p>	<p>THIS PACKAGE IS FOR DESIGN PURPOSES ONLY- NOT TO BE USED FOR CONSTRUCTION CONTRACTORS ARE RESPONSIBLE FOR PROVIDING WORKING CONSTRUCTION DRAWINGS.</p> <p>ALL SITE DIMENSIONS AND SCHEDULES ON THIS DRAWING MUST BE VERIFIED BY TRADES. ALL TRADES MUST NOTIFY THE DESIGNER (DEBORAH DAWN GERMAIN) IMMEDIATELY OF ANY DISCREPANCY OR OMISSION. TRADES MUST COMPLY WITH ALL APPLICABLE BUILDING CODES.</p> <p>THE DESIGNER GIVES THE LISTUGLU EDUCATION, TRAINING AND EMPLOYMENT DIRECTORATE CONSENT TO DISTRIBUTE AND DUPLICATE THIS DRAWING FOR CONSTRUCTION PURPOSES.</p>	<p>CLIENT: LETE Directorate, LMG</p> <p>LOCATION: Listuguj, QC LED Complex</p> <p>START DATE: January 31, 2019</p> <p>FINISH DATE TARGET: August 5, 2019</p>	<p>PROJECT TAG: Mi'gmaq Immersion</p> <p>PROJECT NUMBER: SC5085</p> <p>SCALE: 1/4" = 1'-0"</p> <p>DRAWN BY: D. GERMAIN</p>	REV.	ISSUE	DATE
				1		
				2		
				3		
				4		
5						
<p>DRAWING NEW ADDITION - OPTION 3 MI'GMAQ NURSERY CLASSROOM SPACE PLAN</p> <p>Sketch 2.0</p>						



	<p>THIS PACKAGE IS FOR DESIGN PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION. CONTRACTORS ARE RESPONSIBLE FOR PROVIDING WORKING CONSTRUCTION DRAWINGS.</p> <p>ALL SITE DIMENSIONS AND SCHEDULES ON THIS DRAWING MUST BE VERIFIED BY TRADES. ALL TRADES MUST NOTIFY THE DESIGNER (DEBORAH DAWN GERMAIN) IMMEDIATELY OF ANY DISCREPANCY OR OMISSION. TRADES MUST COMPLY WITH ALL APPLICABLE BUILDING CODES.</p> <p>THE DESIGNER GIVES THE LISTUGUJ EDUCATION, TRAINING AND EMPLOYMENT DIRECTORATE CONSENT TO DISTRIBUTE AND DUPLICATE THIS DRAWING FOR CONSTRUCTION PURPOSES.</p>	<p>CLIENT: LETE Directorate, LMG</p> <p>LOCATION: Lituqut, QC LED Complex</p> <p>START DATE: January 31, 2019</p> <p>FINISH DATE TARGET: August 5, 2019</p>	<p>PROJECT TAG: Mi'gmaq Immersion</p> <p>PROJECT NUMBER: SC6985</p> <p>SCALE: 1/4" = 1/4"</p> <p>DRAWN BY: D. GERMAIN</p>	<table border="1"> <thead> <tr> <th>REV</th> <th>ISSUE</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> </tbody> </table>	REV	ISSUE	DATE	1			2			3			4			5			<p>DRAWING NEW ADDITION - OPTION 1 MI'GMAQ NURSERY CLASSROOM DIMENSION PLAN</p> <p>NO. Sketch 2.1</p>
	REV	ISSUE	DATE																				
	1																						
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5																							

DESIGN NOTES:

Sketches included in this package are NOT meant for construction purposes. Contractors can use these sketches to create construction drawings and to estimate cost ONLY.

Contractors can adjust sketch dimension to accommodate for appropriate construction methods. Designer should be contacted to discuss large or significant changes to the design.

All aspects of this construction project must be code compliant. Proper inspections are required.

Main floor exterior walls are drawn at 6³/₄" thick.
Interior walls are drawn at 4¹/₂" thick.
Interior pocket door wall drawn at 10" thick.
Above ground foundation is drawn at 24" H.
Timber frame construction.
Roof pitch is drawn at 12:6.
Asphalt shingles to be used on roof.
Canexel siding to be used on exterior or structure.

Interior room height is 120" (10R). This is appropriate for a commercial space.

Ceiling is constructed of acoustical ceiling panels. This will accommodate the re-configuration of vents and light fixtures should the function of the space change in the future (i.e. turn into office space).

Tile floor to be installed in the entry, kitchen and washroom areas.
Vinyl or laminate flooring to be installed in the open work area/offices.
Standard vinyl baseboards to be installed.
Drywall, plaster and paint to be used on interior walls.

Wood window and door trim to be installed (5¹/₂").

Suggested door and window sizes and styles are provided in the Door & Window Schedule.
Door swings are as shown.
Contractor to calculate the rough opening sizes for all doors and windows.
Emergency exit door to have a tempered glass 1/2 window and a push bar exit.
Main entry door to have a tempered glass 3/4 window.
Crawl space entry (floor door) is located in the Kitchen.

Plumbing hook-ups required for all W/C sinks and toilets, kitchen sink and Custodian shallow tub.
Hot water tank (HWT) and air exchange system located in crawlspace.
Convect air systems (heat and cool) to be installed in main work area.
Baseboard heaters to be included in all spaces, as a backup to the convect air system.


All light fixtures to be placed on dimmer switches.
All light fixtures to be ceiling mounted.
Preferably, all light fixtures to be white LED.
Three-way switches to be installed in open work area (by entry each entry).
Include as many electrical outlets as allowed by code regulations (to accommodate future office spaces).
Span boards and white boards to be installed in open work area.
Sprinkler system, smoke detectors and fire alarm system (hard wired) to be installed.
Proper emergency exit lighting to be installed.

DOOR SCHEDULE					
TAG	SIZE	STYLE	QTY.	LOCATION	
D1	72" W x 82" H x 1 ¹ / ₂ " D	Main entry, exterior. Metal, 3/4" window	3	Main Entry Areas	
D2	48" W x 80" H x 1 ³ / ₈ " D	Interior. Bi-fold panel (4x12"). White	2	Closet & Custodian	
D3	30" W x 80" H x 1 ³ / ₈ " D	Interior. White, wood with panels.	2	W/C	
D4	36" W x 80" H x 1 ³ / ₈ " D	Interior. White, wood with panels.	2	Accessible W/C	
D5	36" W x 80" H x 1 ³ / ₈ " D	Interior, wood. Surface hung slider.	2	Kitchen	
D6	36" W x 80" H x 1 ³ / ₈ " D	Metal, emergency exit, glass insert	2	Emergency Exits	

WINDOW SCHEDULE					
TAG	SIZE	STYLE	QTY.	LOCATION	
W1	72" W x 57" H	White PVC, single hung, 2 panel.	8	Main Area	
W2	30" W x 57" H	White PVC, single hung, 1 panels.	2	Bathroom Hallway	

Breezeway is drawn at 12'-0" x 12'-0".
Emergency exit door (outer) must be removed.
New emergency entry/exit door to be included in breezeway.
Construction of breezeway and attachment to existing building to be decided by contractor.

Main entry porch is drawn at 8'-0" W x 8'-0" L.
Accessibility ramp to be included on entry porch. Final design to be decided by contractor.
Porch to be covered by additional roof structure.

 <p>deborah dawn german PH: 506.750.4057 [e] ddawn@savvcreativestudio.com</p>	<p>THIS PACKAGE IS FOR DESIGN PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION. CONTRACTORS ARE RESPONSIBLE FOR PROVIDING WORKING CONSTRUCTION DRAWINGS.</p> <p>ALL SITE DIMENSIONS AND SCHEDULES ON THIS DRAWING MUST BE VERIFIED BY TRADES. ALL TRADES MUST NOTIFY THE DESIGNER (DEBORAH DAWN GERMAN) IMMEDIATELY OF ANY DISCREPANCY OR OMISSION. TRADES MUST COMPLY WITH ALL APPLICABLE BUILDING CODES.</p> <p>THE DESIGNER GIVES THE LISTUGUJ EDUCATION, TRAINING AND EMPLOYMENT DIRECTORATE CONSENT TO DISTRIBUTE AND DUPLICATE THIS DRAWING FOR CONSTRUCTION PURPOSES.</p>	CLIENT: LETE Directorate, LMG	PROJECT TAG: Mi'gmaq Immersion	REV.	ISSUE	DATE	DRAWING: LED COMPLEX ADDITION MI'GMAQ NURSERY CLASSROOM NOTES & SCHEDULES No. Sketch 3.0
		LOCATION: Listuguj, QC LED Complex	PROJECT NUMBER: SC5985	1			
		START DATE: January 31, 2019	SCALE: 1'-0" to 1/4"	2			
				3			
				4			
FINISH DATE TARGET: August 5, 2019	DRAWN BY: D. GERMAN	5					

