

ONTARIO
COCHRANE

The Corporation of the Town of Cochrane

REQUEST FOR PROPOSAL
Design Build – 2000-2500 sq ft Expansion
Cochrane Child Care Centre

Reference No.: RFP 2018-20
Issue Date: Thursday, June 21, 2018
Closing Date: Thursday, July 12, 2018 at 2:00 pm, local time
Contact Information: Alice Mercier, Clerk
T: 705-272-4361 ext: 231
E: alice.mercier@cochraneontario.com

Interested parties must include their proposal in a sealed envelop clearly marked “**RFP 2018-20 – Daycare Expansion**” addressed to the undersigned. To receive any potential addenda, please advise and register your firm with the undersigned as well.

Alice Mercier, Clerk
The Corporation of the Town of Cochrane
171 Fourth Ave
Cochrane, ON P0L 1C0

Please note that submissions received after the deadline will not be opened and will be returned to the sender. Proposals received by telephone, fax or email will not be accepted.

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1. Overview

1.1. Definitions

The following definitions provide meaning to terms stated in the current proposal.

- a) "Town" refers to The Corporation of the Town of Cochrane.
- b) "RFP" refers to Request for Proposal.
- c) "Proposal" refers to a written document issued to the Town for consideration of the performance of services requested herein.
- d) "Proponent", "Contractor" refers to an individual or entity who submits a response to the proposal.
- e) "Contract" means an Agreement and any attachments thereto.
- f) "Requirements" means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- g) "Services", "Work" or "Works" means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

1.2. Purpose

The Town of Cochrane is seeking Request for Proposal ("RFP") for the Design Build Construction of a 2000-2500 square foot addition onto our existing Cochrane Child Care Centre for the Community Services Department. Terms and conditions, service requirements and coverage specifications have been included to govern any resulting proposal. The Town will be tasked with selecting a successful proponent, if any.

The objective of this RFP is to provide the Town with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, potential interview and selection.

1.3. Corporate Profile

The Town of Cochrane is located in the heart of the Great Clay Belt of Northeastern Ontario. The town site was laid out in 1908 on the Old Overland Packet Trail to Moosonee. Today, Cochrane is situated at the cross road of Hwy 11 North and Hwy 11 West located 709 kilometers north of the city of Toronto and 738 kilometers east of Thunder Bay. Today the Town has a population of about 5,400 and functions as a service centre for a wide tributary area. It also provides business services for residents and has a base in the forest, agriculture, mining, tourism and government services industries. All of these activities give the Town a reasonably stable economic base.

For further information, please visit our website at www.cochraneontario.com

2. General Terms and Conditions

2.1. Proposal Submissions

The following includes specifications for the proposal submission.

- 1) Any change notices, appendices and addenda issued for this RFP shall be considered part of this proposal document.
- 2) The proposal is to be submitted in a sealed envelop clearly marked "RFP 2018-20 – Daycare Expansion" addressed to the Clerk.
- 3) The proposal must be written in ink or type written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the proponent.
- 4) Proposals put forward verbally, by email or by fax shall not be accepted.
- 5) Proposals received after the closing date and time shall not be accepted.
- 6) All proposals shall become the property of the Town.
- 7) It is the responsibility of each proponent to submit all required documents as outlined in this RFP.

2.2. Irrevocable Offer

Following the opening, all proposals are irrevocable by any proponent and all documents submitted become the sole property of the Town. Offers shall remain open for acceptance by the Town for a period of not less than sixty (60) days from the closing date.

2.3. Proposal Costs

The Town is not responsible for any expenses incurred by any of the interested parties in preparing and submitting a response to this RFP.

2.4. Municipal Contact for RFP

The proponent is responsible for clarifying any points in question with the Clerk prior to submitting the proposal. Responses to inquiries will be forwarded to all proponents. Inquiries should be directed to:

Alice Mercier, Clerk
171 Fourth Ave
Cochrane, ON P0L1C0
T: 705-272-4361
E: alice.mercier@cochraneontario.com

If a proponent discovers any inconsistency, discrepancy, ambiguity, error or omission in this RFP, it must notify the Town immediately in writing.

Any revision to this RFP will be issued as an addendum to all proponents and will be posted on the Town website.

2.5. Schedule of Events

The following schedule is provided for planning purposes only. The Town may alter this schedule at any time and accepts no responsibility for adherence to this schedule:

- Issue date for RFP: June 21, 2018
- Site visit: **(Optional)** June 28, 2018 @ 2pm
- Closing date for inquiries: July 12, 2018 at 2:00pm
- Closing date for proposal submission: July 18, 2018 at 2:00pm
- Public opening of proposal: July 18, 2018 at 2:10pm
- Award Contract Late July
- Design Early August – Mid September
- Start Construction Late September
- Substantial Completion Early March
- Proponents may be asked to attend a Council meeting to make a presentation on their proposal. To be determined.

2.6. Proposal Evaluation Criteria Points

The Town reserves the right to request additional data or information after the proposal date if, in the municipality's sole view, such data or information is considered pertinent to aid the review and evaluation process.

Construction and Related Experience

30

Ability to organize and work with consultants, sub-trades and suppliers. References from past three (3) projects of similar size, scope and magnitude. Qualifications and expertise of team members. Demonstrated design-build partnering experience on similar projects such as Child Care Facilities and/or Municipal facilities.

Methodology and Approach

30

Methodology and approach to managing:

A: Budget	5
B: Schedule	5
C: Quality	5
Rationale and approach to the planning/design process	10
Client consultation approach	5

Work Plan Schedule

15

A detailed work plan outlining effective project management. The work plan must demonstrate how the successful proponent plans to meet the substantial performance date of March 29, 2019.

Total Technical Points

75

Cost Proposal

25

Total Points (Technical & Cost)

100

Should the Town have questions which arise during the evaluation process, you may be contacted for clarification.

2.7. Rejection of Proposals

The Town reserves the right to reject any and/or all proposals received. The Town is not under any obligation to award a contract, and reserves the right to terminate the RFP at any time for any reason, and to withdraw from discussions with all or any of the proponents who have responded. The receipt and opening of a proposal does not constitute acceptance of any proposal. Lowest or any proposal not necessarily accepted.

Lobbying and Single Point Contact – Lobbying or contact with municipal staff, other than noted above, officials or advisers, including Council, about this RFP is prohibited and can be considered grounds for disqualification from the process.

2.8. Modified Proposals

In the event that a preferred proposal does not entirely meet the Town's requirements, the Town reserves the right to enter into negotiations with the selected proponent to arrive at a mutually satisfactory arrangement with respect to any terms or modifications to the proposal.

2.9. Confidentiality

The Town and the proponent agree that the content of each response to this RFP will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this RFP, each proponent agrees not to disclose at any time. Only information subject to the Freedom of Information and Privacy Act (MFIPPA) may be disclosed. The Town agrees to notify the proponent should a request for information be received.

2.10. Indemnification, Insurance and Bond

- The Contractor shall indemnify and hold harmless the Municipality along with its agents and employees from all claims, demands, losses, costs, damages, action, suits or proceeding by any third party that may arise out of or are attributable to the Contractor's performance of the contract.
- The Contractor shall provide, maintain and pay for a general liability insurance in the joint name of the contractor and the municipality with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive per occurrence for bodily injury, death and damages to property including loss of use thereof. This form of insurance shall be maintained continuously from the date of the issuance of a purchase order until completion of the work as determined by the Director of Community Services or his or her representative.
- The Contractor shall arrange for the completion and submission of the Certificate of Liability Insurance in which shall be included a provision requiring the insurer to give prior notice to the Municipality in the event that the policy is changed or cancelled.
- The Contractor shall provide the municipality with a Performance Bond in the amount of 20% of the bid amount or equivalent, with terms acceptable to the municipality.

2.11. Reservation Right

Proponents will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to the Town, nor shall proponents have the right to withdraw a proposal once it has been opened.

2.12. Governing Law

Any contract resulting from this RFP shall be governed by and interpreted in accordance with the laws of the Province of Ontario and/or those in accordance with the Town's Procurement Policies and Procedures.

3. Scope of Work

To provide a 2000-2500 sqft. expansion on the Cochrane Child Care Centre to facilitate a new infant play room and sleep area. Keeping in mind the general & specific requirements as outlined below, the contract will be required to provide 3 copies of conceptual drawings within their proposal.

3.1. Proponent Responsibilities & Obligations

It is the contractor's responsibility to carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include in the proposed price the amounts required to cover the cost of all items required within the proposal. Further the Contractor is obligated to complete the project in accordance with the Ministry of Child and Youth Services - Planning and Design Guidelines for Child Care Centres and meet the highest standards of workmanship to the satisfaction of the owner. The Contractor is also obligated to:

1. To submit a construction schedule and within 10 business days of award of contract
2. Dispose of all excess materials from the job site
3. Supply the following facilities and utilities:
 - Security on construction area, including temporary fencing
 - Traffic control and barriers as required
 - Notification of Project to the Ministry of Labour
4. Is solely responsible for construction safety at the sites and compliance with the rules, regulations and practices required by the application construction safety legislation, in the Province of Ontario.

3.2. General Requirements

- It is recommended that all labour and materials available locally here in Cochrane will be utilized for this project.
- All work shall be performed in compliance with the Occupational Health & Safety Act and Regulations
- All work to conform with the Ontario Building Code, the Ministry of Child & Youth Services – Planning and Designing Guidelines for Child Care Centres, and any other laws or applicable by-laws.

- The proponent shall apply for the Building Permit and must assure that all requirements are met for issuance.
- The proponent must call for locates prior to breaking ground.
- Building Permit fee to be paid by Owner
- Provide all necessary on-site supervision and project coordination as required to complete the project.
- Upon completion of the project provide 4 complete sets of Architectural, Mechanical, and Electrical Engineered stamped drawings for owner and 2 sets for the Building Department.
- Also provide, in a binder, any information obtained about hardware and equipment specifications, manuals, and warranties.
- Provide office trailers and temporary construction sanitation (if required) for the duration of the project as per MOL requirements.
- This project is to be quoted on the assumption that construction would start no later than October 1st, 2018
- Architectural, electrical, mechanical, structural, natural gas, plumbing and heating requirements must be included in this proposal. Actual engineered drawings to follow after being awarded the contract and upon finalizing the drawings.

3.3. Specific Requirements

- Approx. 1000 sqft, infant play room
- Approx. 600 sqft, infant nap room
- Approx. 140 sqft, office
- Approx. 150 sqft, of additional storage space
- Approx. 150 sqft. laundry room
- Repurpose existing laundry room as storage room with cupboards
- Fully renovate Kitchen & Pantry to include new cupboards throughout, 3 compartment stainless steel commercial kitchen sink with side aprons that will flow from a commercial grade dishwasher, an additional servers sink, and new stainless steel fire suppression hoods.
- 1 fully accessible washroom with change table area.
- New HVAC system to accommodate the entire building including existing and expansion area's (please provide specs of the unit in your proposal)
- Reposition the front entrance to the south side of the building (suggested, offset single sliding doors for the vestibule)
- Professional grade levered door hardware that is interchangeable with the buildings existing master key. Must provide a minimum of 6 keys for each lockset and 6 master keys.
- LED lighting in expansion
- Replace existing parking lot (asphalt) approximately 12 000 sqft including re laying of drainage layers, asphaltting, and painting. See attached drawings for details

3.4. Construction Inspection, Final Inspection and Declarations

- Contractor and subtrades shall conduct their own inspection and correct deficiencies prior to municipal inspection.
- Municipality's representative will conduct ongoing quality assurance inspection and testing at the Municipality's expense.
- Contractor shall make application for declaration of substantial performance when the owner and consultant consider deficiencies have been corrected and it appears the requirements of the contract have been substantially performed.
- Commencement of lien and warranty period shall start on the date of acceptance of substantial performance. For the purposes of this contract, the warranty period shall be deemed to be 90 days subsequent to substantial completion.
- Contractor shall make application for declaration of total performance when the owner and consultant consider final deficiencies have been corrected and requirement of the contract have been totally performed.
- Final payment shall be applied for at the completion of the lien period and total performance of the contract.

3.5. Workplace Safety & Insurance Board

The Contractor shall, at the time of entering into this Agreement with the Municipality, make a statutory declaration providing the Municipality with a certificate from the Workplace Safety and Insurance Board that all liabilities pursuant to the Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, Sch A, have been met. The Contractor shall, at all time until the expiry of this Agreement, pay any assessments or compensation pursuant to the Workplace Safety and Insurance Act, 1997. The Municipality may at any time during the period of the Agreement require a further declaration that such assessment or compensation have been paid.

Should the Contractor fail to do so, the Municipality may pay such assessments or compensation and the amount of such expenses shall be deducted from any moneys due or that may become due to the Contractor on any account. If there are insufficient moneys due or to become due to the Contractor to permit such deduction, the Contractor shall pay to the Municipality upon demand an amount sufficient to make up the deficiency.

3.6. Penalties and Default

If the Contractor delays in the performance of the work or should neglect to complete the work properly or otherwise fail to comply with the requirement of this agreement to a substantial degree, the Municipality may notify the Contractor in writing that the Contractor is in default of the contractor's obligations and shall instruct the Contractor to correct the default and complete the agreement in the five (5) working days immediately following receipt of such notice.

If the correction of the default, or the completion of the work cannot be completed in five (5) working days specified, the Contractor shall be in compliance with the Municipality's instructions if the Contractor:

The Corporation of the Town of Cochrane
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- A) Commences the correction of the default within the specified time, and/or completes the necessary work; and
- B) Provides the Municipality with an acceptable schedule for such correction and/or completion of the work; and
- C) Completes all work required for the correction and/or completes the work in accordance with this agreement.

If the Contractor fails to correct the default in the time specified or fails to complete the contract as provided for herein or as subsequently agreed upon, the Municipality, without prejudice to any other right or remedy it may have may:

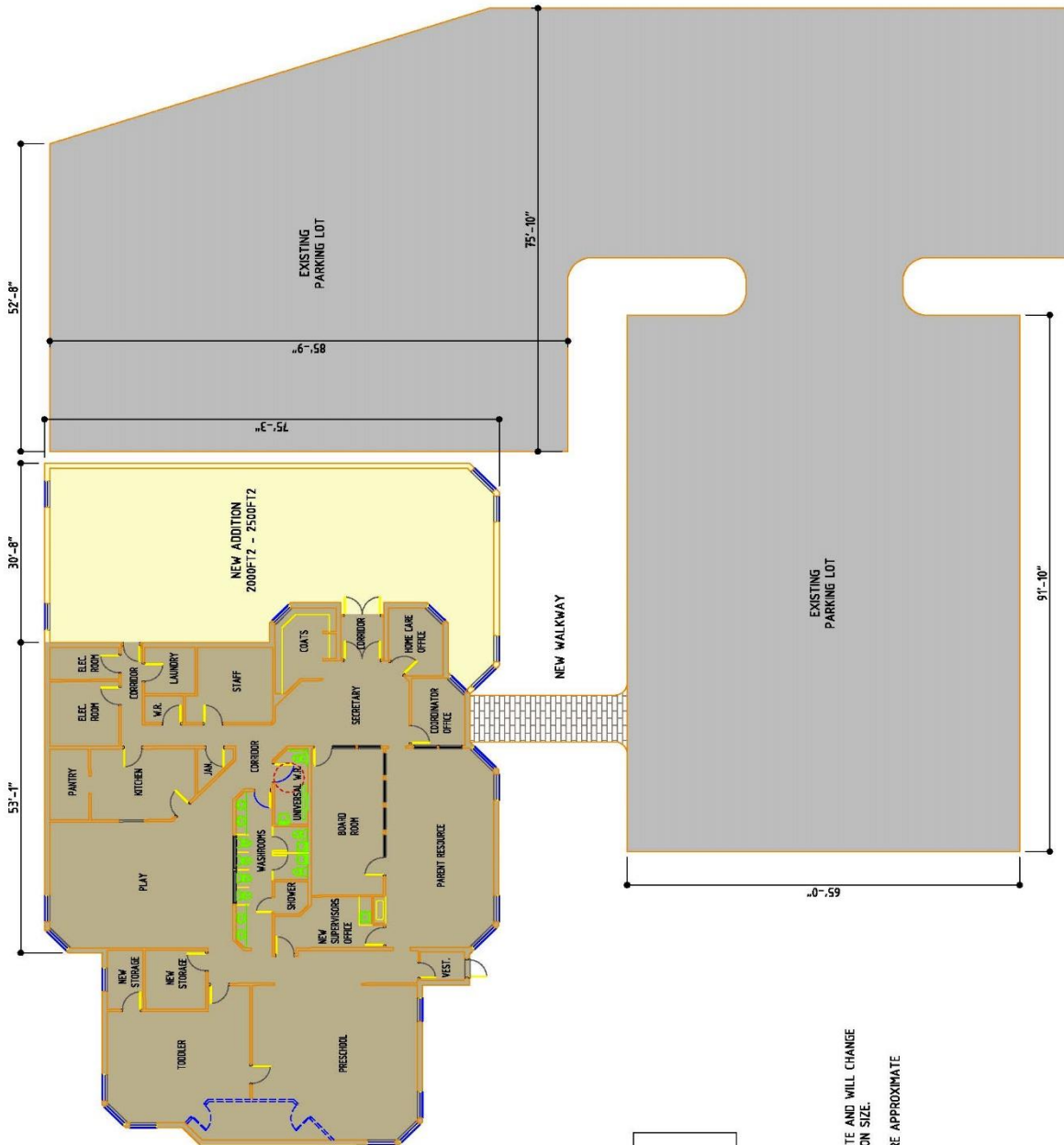
- D) Provide notice to the Contractor of its intentions, and thereafter correct such default, and arrange for the completion of the contract by any other contractor and provide notice to the Contractor herein of the exact cost of arranging for the completion of the contract by another party, and that total sum shall thereafter be immediately due and owing to the Municipality by the Contractor; and/or
- E) Terminate the Contractor's right to continue with the installation in whole or in part or terminated the agreement.
- F) Take other legal steps available to protect its' interest.

In the event the Municipality terminates the Contractor right to continue with the work under the conditions set out herein the Municipality shall:

- G) Be entitled to finish the work by whatever method it may consider expedient but without undue delay or expense.

The Contractor shall protect the work site from damage and shall be responsible for damage which may arise as a result of the performance of the work including, but without limiting the foregoing, any damage to the Municipality's property or property adjacent to the lands referred to herein.

3.7. Proposed Layout



- SHADED AREA DENOTES EXISTING
- HATCH AREA DENOTES EXISTING PARKING LOT
- HATCH AREA DENOTES PROPOSED NEW ADDITION

MEASUREMENTS ARE APPROXIMATE AND WILL CHANGE DEPENDING ON PROPOSED ADDITION SIZE.
 PARKING LOT MEASUREMENTS ARE APPROXIMATE

COCHRANE CHILD CARE CENTRE ADDITION

