



Curve Lake First Nation

Touchless Plumbing Fixtures

Retrofit

Request for Proposals

Issued: January 21, 2022

Submission Deadline: February 7, 2022

Request for Proposal #: 161-11-2021

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1.0 Invitation

Curve Lake First Nation (CLFN) is seeking request for proposals from interested parties for the retrofit of touchless lavatory faucets, kitchen faucets, toilets, urinals, and hand soap dispensers in CLFN buildings. The purpose of this Request for Proposal (RFP) is to solicit fixed price proposal from interested licensed plumbing contractors, individuals or organizations, and to select the candidate who best represents the, pricing, knowledge and experience needed to complete the task.

1.1 Introduction and Objective

CLFN 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 of seven Williams Treaty First Nations. The total registered population of Curve Lake First Nation is 2260. There are 777 members who live on reserve while 1483 live off the reserve. CLFN manages a number of buildings that are being considered for retrofitting touchless fixtures including: Government Services Building, Infant/Toddler Daycare, Early Learning Centre, Church, Seniors Services Building, Curve Lake School, Health Centre, Community Centre, Resource Centre, Public Works Garage, Foodbank, Ball Diamond Washrooms, and Business Centre.

Proposal hardcopies will be received by CLFN located at 22 Winookeeda Street, Curve Lake First Nation until 12:00 pm (noon) on February 7th, 2022. Proposals may also be accepted if emailed to ShawnW@curvelake.ca prior to the deadline. Inquiries can be made to:

Shawn Williams
Dir. of Capital Development
Tel: (705) 657-8045 ext. 480

The proponent is responsible for obtaining any needed clarification of the RFP requirement while the RFP is open. Questions should be directed in writing to the above named representative of CLFN.

Site visits to examine the various locations of the proposed work can be arranged by contacting the above named representative of CLFN. Any site visits must be completed prior to the Final date for issuance of addenda, February 3, 2022

1.2 Contract Award Process & Schedule

(The following schedule is issued for guidance only and may be changed)

| | |
|---|--------------|
| RFP Publicly Posted | Jan 21 2022 |
| Last day for bidders' written questions | Feb 2, 2022 |
| Final date for issuance of addenda (responses to Questions) | Feb 3, 2022 |
| RFP Closing | Feb 7, 2022 |
| Contract Awarded (tentative) | Feb 9, 2022 |
| Construction Start Date (as early as) | Feb 10, 2022 |

1.3 Agreement duration and primary work location

The successful contractor shall complete all work related to this document on or before March 31, 2022.

CLFN may amend the scope of the work dependent on operational needs. The decision whether to amend an existing contract and/or to obtain secondary bids is at the sole discretion of CLFN.

2.0 Service Requirements

The proponent will be responsible for completing work as described in the following section. The requirements in this section will prevail as enduring requirements for service delivery throughout the effective period of any contract(s) resulting from the RFP.

The Proponent will be responsible for working collaboratively with the representatives of CLFN. CLFN will be responsible for providing direction to the Contractor and for resolving issues related to all aspects of the project.

2.1 Scope of the Work

The scope of work shall include, but not be limited to; the removal and disposal of existing lavatory faucets, kitchen faucets, toilets, urinals, and soap dispensers and installing new units with touchless operation. Supply and installation of all materials including batteries for battery operated fixtures. The Contractor shall provide all services and labour as required to meet the objectives outlined in this document.

2.1.1 Construction

The contractor shall use the following product brands and model numbers, or may furnish specification sheets and any other information that would show equivalent quality and function as the following products:

American Standard – Concealed Trapway Studio Touchless Chair Height Toilet

Model #: 2794709

American Standard - American Standard Wall Mount Urinal

Model #: TBD

Moen M-Power Battery Operated Sensor Flush Urinal Valve Model # 8310 or 8312 Series

Moen M-Power Electronic Lavatory Faucet Model #:CA8301 Series

Moen Sleek Motionsense Wave Sink Faucet Model #: 7864EW Series

Moen M-Power Align Style Electronic Soap Dispenser Model #: 8560 Series

The Contractors shall not substitute any specified product or material without the express approval of CLFN.

CLFN will notify the Contractor of any work identified by inspection that does not conform to the Contract and construction documents and will provide recommendations on how the work should be corrected.

2.1.2 Warranty Phase

The Contractor is responsible for providing manufacturer warranty information to CLFN at the conclusion of the work as well as completing any registrations necessary to activate the manufacturers warranties. In addition to the manufacturer warranty, the Contractor will provide CLFN with a one-year warranty on the work. The Contractor shall, if requested, support and CLFN in identifying or resolving deficiencies as well as the remedial and the corrective work for correction under this warranty provision.

A CLFN representative shall perform a site review of the project within 30 days prior to the expiry of the warranty period. A deficiency list of warranty items for correction will be provided to the Contractor.

2.2 General Requirements

The Contractor shall:

- Comply with applicable code requirements;
- Utilize all relevant information including plans, specifications, codes and standards; and
- Access available information resources regarding the work locations as needed.

2.3 Deliverables

2.3.1 Operation and Maintenance Manuals

The Contractor shall provide any applicable manufacturer's operation and maintenance manuals.

2.3.2 Warranty Information

The Contractor shall provide the manufacturer's warranty information for all installed materials, systems, and equipment.

3.0 Administrative and Legal Requirements

3.1 Business Registration

The proponent may be required to be registered to carry on business in accordance with applicable laws.

The status of a proponent's business registration does not preclude the **submission** of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful proponent is registered and in good standing, in accordance with applicable laws.

If the proponent's business is not required to register in Ontario, the proponent will be required to submit registration from their applicable jurisdiction.

3.2 Contract

After the evaluation, the successful proponent(s) will be required to sign the contract that will constitute the legal agreement with CLFN for this project and govern all aspects of the services/goods to be delivered.

3.3 Resource Management

In the event the proponent is awarded a Contract subsequent to this RFP, it is understood that the Proponent commits to allocating the staff, equipment, and time necessary to carry out the work for the duration of the Contract.

3.4 Joint Ventures

CLFN acknowledges there may be mutually beneficial business reasons for proponents to partner with other companies in the submission of a joint RFP response. In such case, all parties are to be identified and their roles identified per task, including a distinct breakout for key individual partnering contractors and summaries for each partner.

3.5 Change process

Any substitution or change in specified materials, schedule or methods must be approved by CLFN.

The Contractor shall direct all proposed or requested changes to the work to CLFN in written form. The document shall outline the reason for the change, a cost estimate, schedule impact and any other relevant details.

If CLFN approves of these changes, a "Contemplated Change Order" (CCO) shall be issued to the Contractor.

The Contractor shall provide a quotation line in the form of a breakdown costs for review and recommendation.

If the CCO is accepted, a Change Order (CO) to the contract will be issued complete with an authorized signature from CLFN.

All changes shall be documented by CO even if the change does not alter the total contract amount.

3.6 Contract Closure

CLFN will review the project for Substantial Performance of the Work and prepare and distribute a list of outstanding deficiencies. When appropriate CLFN will issue a "Certificate of Substantial Performance of the Work".

3.7 Other Important Provision

3.7.1 Insurance and Liability

The Contractor will indemnify and hold harmless CLFN, from any and all claims, demands, actions and costs whatsoever for which the Contractor is legally liable that may arise, directly or indirectly out of any negligent act or omission of the Contractor, his Sub-Contractors, or his or their employees or agents, in the performance of this Agreement by the contractor.

3.7.2 Invoicing

All invoices for Contractor Services shall be fully supported, itemized statement including:

- 1) Details of the work performed
- 2) Details of costs and expenses including total being invoiced
- 3) Total contract amount, including any CO's
- 4) Remaining balance to the contract amount.

The timeline of invoicing will be discussed after the selection of the contractor.

3.7.3 Detailed Project Cost Information

The Contractor shall provide CLFN with all the costs proposed to be attributed to the project . The contractor shall highlight any costs that are not included in their fixed price proposal.

3.7.4 Permits and Fees

Not Required

3.7.5 Ownership and Use of Documents

All documents prepared by the Contractor in relation to this project are instruments of service and are the property of CLFN, whether the work be executed or not. CLFN reserves the right to use the any of the material provided under this RFP for any other purpose without the written permission of the Contractor.

4.0 Proposal Format

To help ensure consistency in proponent responses and facilitates the evaluation process, the proposal should be prepared and packaged as outlined in the section that follows.

4.1 RFP Proposal Package

A complete proposal package is comprised of the element below, presented in the other listed:

- ┆ Proof of liability, and/or other insurance required by their professional association. The Contractor will provide CLFN with acceptable evidence of all required insurance prior to the commencement of the work
- ┆ Proof of workers compensation board (WSIB) coverage
- ┆ One (1) Letter of Introduction – This should identify the Proponent and be signed by a signing officer for the Proponent in order to bind the Proponent to the statements made in the Proposal. The letter of Introduction shall also include:
 - A summary of the proponent’s experience in commercial plumbing, including years of experience performing such work.
- ┆ One (1) Curriculum vitae of the Proponent, or the person who will be managing and supervising onsite activities.
- ┆ One (1) sealed cost proposal envelope, containing:
 - One (1) Fixed price cost proposal (Section 4.3.1)

4.3 Proposal Submission - External Packaging

Label the external packaging enclosing the submitted materials as follows:

Proponents Name

RFP#: 11-2021

Title: Curve Lake First Nation Touchless Plumbing Fixtures Retrofit

Attention: Shawn Williams, Director of Capital Development

4.3 Pricing Response

4.3.1 Fixed Price Cost Proposal

Provide a fixed price for delivery of the proposed services.

Highlight any opportunities for cost savings in providing the services or supplying and installing the required materials.

| Deliverable | Level of Effort (person-hours or person-days) | Fixed Price |
|--|--|-------------|
| Supply and Install 58 Lavatory Faucets as per 2.1.1 | | \$ |
| Supply and Install 58 Soap Dispensers as per 2.1.1 | | \$ |
| Supply and Install 25 Kitchen Faucets as per 2.1.1 | | \$ |
| Supply and Install 11 Urinals and 11 flush valves as per 2.1.1 | | \$ |
| Supply and Install power sources and batteries as needed | | \$ |
| TOTAL | | \$ |

Note Curve Lake First Nation is exempt from all taxes for work performed On-Reserve.

5.0 Evaluation of Proposals

The Evaluation Team will consist of representatives of CLFN and may include other representatives as deemed appropriate. It is understood and accepted by the proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are in the sole determination of the Evaluation Team.

To assist in the evaluation proposals, the Evaluation Team may, but is not required to seek clarification from a proponent with respect to their proposal. Such clarification will not offer the proponent the opportunity to change or provide new information. To the extent possible, requests made by the Evaluation Team will be sent from the email addresses of the RFP Contracts.

The Contract will normally be awarded to the Proponent who submits the lowest bulk sum price, and who will fulfill all other stated requirements. However, CLFN reserves the right to select the lowest or any bid.

6.0 Proposal Evaluation Criteria

CLFN will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria:

- Experience with projects of similar scope
- Methodology
- Proposed Schedule for completing the work
- Costs, broken down by individual building

7.0 Privilege Clauses

CLFN reserves its right:

- Not to award the contract;
- Not to award the contract necessarily to the low bidder, but rather to the best value;
- To conduct negotiations with any other bidders in the event the negotiation with the first bidder is unsuccessful;
- To conduct a survey of potential bidders to obtain clarification of their proposals as part of the evaluation process;
- To cancel and reissue the RFP; and
- To extend any deadlines and amend the proposal process.