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## MORDEN COMMUNITY DEVELOPMENT CORPORATION

### **NEGOTIATED REQUEST FOR PROPOSALS FOR: DESIGN-BUILD SERVICES FOR TURNKEY CONSTRUCTION AT WARDROP STREET/2<sup>ND</sup> STREET OR 610-1<sup>ST</sup> STREET, MORDEN MB OR ALTERNATE**

Issued By: MORDEN COMMUNITY DEVELOPMENT CORPORATION (MCDC)

Issue Date: October 12, 2018

Submission Deadline: November 9, 2018  
2:00:00 p.m. Central Standard Time

Proposals to be submitted to

Attention: Cheryl Digby, Community Development Officer  
Drop off location: 133-7<sup>th</sup> Street, Morden, MB  
Email: [cdigby@mordenmb.com](mailto:cdigby@mordenmb.com)

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1 INTRODUCTION

1.1 Purpose and Scope

The Morden Community Development Corporation objective of this Negotiated Request for Proposals (NRFP), is to solicit proposals from qualified Proponents to provide the complete Design-Build Services for turnkey construction of a child care centre to be located at the NE corner of Wardrop Street and 2<sup>nd</sup> Street, 610-1<sup>st</sup> Street or at a location chosen by the developer. The alternate location must be made to meet zoning requirements, be in a location acceptable to MCDC board, and be located within the City of Morden, MB. Upon completion, ownership of the Child Care Centre will be transferred to Pembina Valley Child Care Centre Inc. (PVCCC). The Proponent must utilize the design-build service delivery methodology and a full range of professional consultant and contractor services during the design and construction phases of the project. The Services consists of, but is not limited to, the design and construction of the 90-space child care centre, as described in Section 2 – Project Overview, Appendix 1 – Scope of Work and Schedule A – Description of Services. This Project is part of the Canada-Manitoba Early Learning and Child Care Agreement.

For the purposes of this procurement process, the contact shall be:

Name: Cheryl Digby  
Title:Community Development Officer  
Address: 100-195 Stephen Street, Morden, MB R6M 1V3  
Phone: 204-822-5088  
Email: cdigby@mordenmb.com

Proponents must submit all inquiries, in writing, to the contact via the email address above at least five (5) business days before the Submission Deadline.

1.2 Agreement for Services

The selected Proponent may be requested to enter into negotiations for an Agreement (Appendix 3) with MCDC for the provision of the Services.

It is anticipated the agreement will be executed within sixty (60) days from the end of negotiation with the highest ranked Proponent.

1.3 Definitions

In this NRFP:

Agreement means the formal written agreement to provide the Services to be negotiated and signed by MCDC and the successful Proponent (if any), substantially set out in Appendix 3.

Design-Builder means the Proponent who enters into the Agreement with MCDC to provide the Services that are contemplated in this NRFP.

NRFP means this Negotiated Request for Proposals in respect of the Services which includes all addenda that may be issued in respect of the NRFP prior to the Submission Deadline.

Proponent means the entity or person that makes a Proposal.

Proposal means the response to this NRFP made by a Proponent.

Services means the design services, work, tasks, activities, materials and other deliverables to be performed or provided by the Proponent as more particularly described in this NRFP and required by the Project.

Sub-consultant/Subcontractor means a person or entity having a direct contract with the Design-Builder to perform a part or parts of the Services that are subject of this NRFP.

Submission Deadline means the date and time set out on the title page of this NRFP or any amendment to that date and time made by MCDC by way of addendum to that date and time.

## 2 PROJECT OVERVIEW

The Services consists of but is not limited to the design and construction of a 90-space child care centre, as described in Section 2 – Project Overview, Appendix 1 – Scope of Work and Schedule A – Description of Services.

### 2.1 Project Budget

Pembina Valley Child Care Centre (PVCCC) currently has an approved budget for the project of approximately \$1,242,000. This includes all applicable taxes, cash allowances if required and construction contingency. The City of Morden has generously donated the property valued at \$200,000 for the purpose of a Child Care Centre. The value of the land as donated does not affect the construction budget. Preference will be given to projects demonstrating a mixed use of child care centre and other compatible services such as housing, education, health or allied health services. The proponent would be responsible for ownership and financing of the affordable housing or other compatible use.

Proponents are encouraged to explore additional financial incentives through programs such as Manitoba's Rental Housing Construction Tax Credit program. Please note in order to be eligible for Manitoba's Rental Housing Construction Tax Credit program, a preliminary application must be submitted on or before Dec 31, 2018 and the project timeline must be such that an occupancy permit dated before January 1, 2021 is achievable. Information on Manitoba's Rental Housing Construction Tax Credit can be found by visiting [http://www.gov.mb.ca/housing/mh/progs/rental\\_housing\\_tax\\_credit.html](http://www.gov.mb.ca/housing/mh/progs/rental_housing_tax_credit.html).

## 2.2 Project Delivery Method

MCDC acting on behalf of PVCCC will use a Design-Build project delivery method for the Services. Construction documents, design drawings and specifications must align with current National Master Format (NMS) and be prepared by the Proponent. PVCCC intends to enter into a contract, with the successful Proponent, to undertake the work using the CCDC 14 Design-Build Stipulated Price Contract 2013 and MCDC Supplementary Conditions. PVCCC reserves the right to change, alter or cancel the project delivery method.

## 3 SCOPE OF SERVICES

### 3.1 Service Stages

The Services to be performed by the Design-Builder will be provided in stages as follows:

Stage 1 - Schematic Design;

Stage 2 - Design Development;

Stage 3 - Construction Working Drawings and Specifications;

Stage 4 - Construction/Administration; and

Stage 5 - Pre-occupancy, Occupancy and Post-Construction.

### 3.2 Project Milestone Schedule

The following project milestone schedule dates are proposed targets for each task only and do not include:

3.2.1 MCDC review, disposition and approval at each drawing stage and required design change; and

3.2.2 Consultant's review and response to disposition sheets.

Child Care Project milestone schedule dates are subject to change at the sole discretion of MCDC.

Item	Task	Anticipated Duration (in weeks)
1	Appoint Design-Builder	3
2	Design Team Kick-off Meeting	1
3	Completion of Schematic Design	2
4	Completion of Design Development	3
5	Completion of Working Drawings and Specifications	3
<b>Estimated Start of Construction</b>		
		May 1, 2019
<b>Target Substantial Performance Date:</b>		January 1, 2020
<b>Close-Out Documents</b>		February 1, 2020
<b>Warranty Notice in Writing</b>		February 1, 2020

### 3.3 Licensing and Registration Requirements

The project team shall be comprised of individuals who are licensed, certified, registered, or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law and professional associations in the Province of Manitoba at the time of the Submission Deadline.

By virtue of submission of a Proposal, the Proponent certifies the project team are in compliance with the requirements of Section 3.3. The Proponent's project team acknowledges MCDC reserves the right to verify any information provided for this NRFP and that false or erroneous certification may result in the proposal declared non-responsive and further review and determination.

The successful Proponent shall be required to maintain such license and registration requirements throughout the period of the Services.

### 3.4 Project Team

The Proponent represents and warrants the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from the submission of the proposal. If the Proponent proposes any entity or person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants it has written permission from such entity or person (or the employer of such entity or person) to propose the services of such entity or person in relation to the services to be performed.

### 3.5 Use of Consultants, Sub-consultants, Contractors and Subcontractors

The use of Consultants, Sub-consultants, Contractor and Subcontractors is acceptable, providing the Consultants, Sub-consultants, Contractor and Subcontractors report directly to the Proponent, and the Proponent agrees to be held responsible for the actions and performance of these Consultants, Sub-consultants, Contractors and Subcontractors and their respective officers, employees or agents. Consultants, Sub-consultants, Contractors and Subcontractors, if to be used, must be identified in a Proponent's Proposal as part of their Proposal in accordance with Section 4.4 C (2) of this NRFP and cannot be changed without written approval of MCDC. Where no list of Consultants, Sub-consultants or Contractors and Subcontractors is submitted, it is deemed the Proponent will use its own forces to perform the Services.

## 4 PROPONENT'S INSTRUCTION

### 4.1 Submission Deadline

The Submission Deadline is as set out on the title page to this NRFP. MCDC may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

Proposals:

- (a) Must contain the NRFP title, NRFP number, Submission Deadline and the Proponent's name and return address on each document submitted. MCDC will review and evaluate compliant Proposals submitted.

#### 4.2 Proposal Inquiries

All inquiries related to this NRFP must be directed, in writing by email, at least five (5) business days before the Submission Deadline to:

Contact: Cheryl Digby  
Title: Community Development Officer  
Address: 133-7<sup>th</sup> Street, Morden, MB  
Email: [cdigby@mordenmb.com](mailto:cdigby@mordenmb.com)

Inquiries should be received no later than the inquiry deadline as noted above. If an inquiry is received later than that inquiry deadline date, MCDC may respond but is not obligated to provide a response.

If a Proponent has sent an inquiry and has not received an acknowledgement, the Proponent should follow up with MCDC. In any event, MCDC is not responsible if a Proponent's inquiry does not reach MCDC by the requisite date shown above.

Only information provided in writing by the MCDC identified above will be binding on MCDC. Information provided verbally will not be binding on MCDC.

If MCDC, in its sole discretion, determines an inquiry will be of interest to all Proponents, it will be communicated in writing to all registered Proponents. The source of the inquiry will be kept confidential.

#### 4.3 Proposal Format

A Proponent should ensure the information provided in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information.

The Proposal content should be organized in the same sequence as the documents and information set out in Section 4.4 below.

If the Proposal does not comply with Section 4.3, the Proposal shall be given a lower evaluation rating.



#### 4.4 Proposal Content

##### A. Submission Form (Appendix 2)

The Submission Form provided in Appendix 2, must be fully completed and signed by a representative of the Proponent with the authority to bind the Proponent. The form may be submitted on a Proponent's letterhead but must not otherwise be modified.

##### B. Table of Contents

This should provide a list of the main Proposal content and where it is found in the Proposal and include appropriate cross-references to attachments or appendices as required.

##### C. Proponent's Information

###### (1) Profile

The Proposal must include:

- (i) a description of the Proponent's business including information about:
  - a. how the Proponent is organized to carry on business;
  - b. its location(s) and any service centres that will provide the Services; and
  - c. the length of time the Proponent has been in business.
- (ii) information about the Proponent's experience in providing services comparable in scope and value (including similar location and climate) to those requested in this NRFP within the last 3 to 5 years.

###### (2) Project Team

The Proposal should include the following information:

- (i) an organization chart of the proposed project team identifying the reporting relationship among the proposed team;
- (ii) list the entity name(s) of the Design-Builder, Consultants, Sub-consultants, Contractors and Subcontractors, the designation or accreditation of key personnel (individuals) and identify their roles and responsibilities on the Project, the percentage of time each team member will devote to the Project and indicate if the entity is an Indigenous Business using a table format as follows:

Entity Name	Key Personnel	Role & Responsibility	Percentage of Time Devoted to Project
• Consultants and Sub-consultants and/or Contractors and	• designation / accreditation		

Subcontractors, identifying discipline			
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(iii) Describe any previous projects where the proposed team members have worked together on past projects effectively; and

(iv) Key Personnel (maximum 2 pages per individual):

Provide resumes for the Design-Builder and key personnel of each of the Consultants, Sub-consultants, Contractors and Subcontractors:

- a. commenting on their ability, expertise, experience and suitability for this project based on the Services in this NRFP;
- b. describing how the individual contributes to the Services, functioning as a team member working collaboratively throughout the Services and within the design-build project delivery method; and
- c. identifying project experience similar to the Services in this NRFP, including similarities in location and climate.

D. Work Plan, Methodology and Implementation

The Proposal should include a description of how the Proponent intends to provide the services. The description should include the following:

(1) Work Plan and Schedule:

Proponents should provide a detailed project work plan and schedule which outlines the Proponent's plan for proceeding with the various stages of the Services. The work plan should include sufficient detail to ensure the merits of the work plan, the schedule, and the likelihood of success can be evaluated. It should further include information on specific activities, tasks and timeframes and allocated human resources for each activity and stage of the Services.

(2) Project Management Methodology:

Proponents should describe their project management methodology, including:

- (i) methods of cost control throughout all stages of the Project;
- (ii) method of schedule control throughout all stages of the Project, including but not limited to, establishing and tracking of milestones, provision of adequate consultant resources to the Project within the current and future workloads of the Consultant, Sub-consultant, Contractor and Subcontractor entities; and
- (iii) information on monitoring and reporting systems, performance measurements and quality control.

(3) Design:

Proponents should provide a minimum of one (1) option of schematic design drawings in accordance with and the scope of work for this NRFP.

(4) Risk Assessment and Mitigation Plan:

Proponents should provide a detailed assessment of the potential risks and a mitigation plan for ensuring the Services are delivered in accordance with the requirements of this NRFP.

E. References

The Proponent must submit three (3) project references, comparable in size, scope, nature and complexity to the Services, which were provided within the last five (5) years.

Proponents should include successful construction projects that demonstrate the proponent's ability to work in similar locations and climate. The list of reference projects should demonstrate the Proponent's capabilities and suitability for completing the scope of Services required for this Project. For each project reference listed, the following information should be provided:

- (i) a brief description of the project;
- (ii) name of the entity for whom the project was done;
- (iii) the year the project was started;
- (iv) the year the project was completed;
- (v) the nature and scope of the work performed (highlight the similarities, if any, to this Project);
- (vi) method of construction (stick build, modular, ready-to-move or panelized);
- (vii) challenges and successes;
- (viii) identify which of the proposed team members for this Project were involved in each project and identify what their roles and responsibilities were;
- (ix) identify the value;
- (x) commencement budget; and
- (xi) final budget.

The Proponent must also identify at least three (3) individuals who may be contacted by MCDC for information on the Proponent's performance (and Sub-consultant's performance) in the projects listed in this section. For each reference the following information should be provided:

- (i) name of primary contact and position;
- (ii) telephone number for primary contact and entity; and
- (iii) email address for primary contact.

## F. Fee Submission (complete Schedule B)

The Proponent must provide:

- (i) completed Schedule B – Price Form (using the form attached to this NRFP, Table 1).
- (ii) completed Alternative Pricing (Schedule B – Price Form, Table 2)

The Proponent must indicate all prices in Canadian dollars.

Applicable taxes are to be identified separately in the space provided, and included in the extended cost as indicated.

To help determine how retail sales tax (RST) applies to these Services you can view bulletins 005, 058 and 060 [online at the Manitoba Finance website](#).

See Schedule B - Basic Services Fee Submission for further instructions regarding fee submissions. If a Proponent has any questions about how to fill out Schedule B, the Proponent should consult the person identified in Section 4.2 of this NRFP.

### 4.5 Amendment of Proposal

Proponents may amend Proposals submitted prior to the Submission Deadline by deleting their existing Proposal from MERX EBS System and submitting a new Proposal to replace the Proposal previously submitted by the Proponent.

All such amendments must be signed by the Proponent or a representative of the Proponent who has the authority to bind the Proponent. Any amendment received after the Submission Deadline will not be accepted. It is solely the Proponent's responsibility to ensure that any amendment is submitted to the MERX EBS System prior to the Submission Deadline.

### 4.6 Withdrawal of Proposal

A Proponent may withdraw a submitted Proposal at any time throughout the NRFP process prior to the execution of the Agreement. To withdraw a Proposal before the Submission Deadline, Proponents may withdraw it from the MERX EBS System portal. To withdraw a Proposal after the Submission Deadline, a written notice of withdrawal must be sent to the MCDC, c/o Cheryl Digby at the address noted in Section 4.2 of this NRFP and must be signed by an authorized representative of the Proponent. MCDC is under no obligation to return Proposals that are withdrawn after the Submission Deadline.

## 5 NRFP TERMS AND CONDITIONS

By submitting a Proposal, the Proponent agrees to the following Terms and Conditions in addition to any other Terms and Conditions set out in this NRFP.

## 5.1 Conflict of Interest

MCDC may reject any Proposal if MCDC, in its sole discretion, determines an actual or potential conflict of interest exists.

## 5.2 Amendment of NRFP

MCDC may amend or clarify this NRFP by one or more addenda issued before the Submission Deadline. MCDC will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda which extends the Submission Deadline.

## 5.3 Cost of Proposals

Proponents are responsible for all costs incurred by them in preparing, and submitting Proposals.

## 5.4 No Contract A and No Claims

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

- 5.4.1 this NRFP shall not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- 5.4.2 neither the Proponent nor MCDC shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the outcome of the NRFP process, including any decision by MCDC to enter into an Agreement with a Proponent, any decision by MCDC not to enter into an Agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

## 5.5 No Contract until Execution of Written Agreement

This NRFP process is intended to identify prospective service providers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and MCDC by this NRFP process until the successful negotiation and signing of a written Agreement for the acquisition of the Services.

## 5.6 Non-binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of MCDC to enter into an Agreement for the Services.

## 5.7 Cancellation of NRFP

MCDC may cancel this NRFP at any time, with no liability whatsoever to any Proponent.

## 5.8 Interpretation and Governing Law

These NRFP Terms and Conditions (Section 5):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada as applicable.

## 6 PROPOSAL EVALUATION AND SELECTION

### 6.1 Evaluation Committee

The evaluation committee will be comprised of representatives from MCDC and PVCCC.

By submitting a Proposal, the Proponent understands all decisions on the degree to which a Proposal meets the evaluation criteria are solely within the purview and judgment of the evaluation committee. The decision of the evaluation committee is final.

### 6.2 Evaluation Process and Criteria

#### Step 1: Assessment of Mandatory Submission Requirements

Proposals received by the Submission Deadline will be assessed to determine which fulfil the following mandatory submission requirements:

#### **Mandatory Submission Requirements**

Appendix 2 - Submission Form (Section 4.4 A)

**Pass/Fail**

If a Proposal fails to satisfy any of the mandatory submission requirements in the chart above, MCDC will issue a rectification notice to the Proponent. The rectification notice will identify the deficiencies and provide the Proponent with a period of three (3) business days (the Rectification Period) to rectify the identified deficiencies. If the Proponent fails to satisfy these mandatory submission requirements within the Rectification Period, its Proposal will be excluded from further consideration.

#### **Mandatory Criteria**

Prior to the evaluation of proposal, proponents must clearly identify they meet the following mandatory criteria in regards to the child care centre:

Within allowable budget	Pass/Fail
Childcare square footage	Pass/Fail
Meet or exceed project milestone schedule	Pass/Fail

**Step 2: Evaluation of Proposals and Ranking of Proponents**

Each Proposal that fulfils the mandatory submission requirements will be evaluated in accordance with the criteria and points allocated to each criterion as follows:

<b>Section</b>	<b>Evaluation Criteria</b>	<b>Total Points</b>
4.5 C	Proponent Information Profile – 5 Project Team - 10	15
4.5 D	Work Plan, Methodology and Implementation Work Plan and Schedule – 10 points Project Management Methodology – 5 points Design – 15 points Morden Resources – 5 points Risk Assessment and Mitigation Plan – 5 points	40
4.5 E	References	10
4.5 G	Schedule B Table 1 - Price Form	30
	Overall Project	5
<b>TOTAL AVAILABLE POINTS</b>		<b>100</b>

Note: The following price scores will be rounded to a whole number. All scores achieving a fraction 0.5 or greater will be rounded up, less than 0.5 will be rounded down.

**Bonus Points:** Proposals demonstrating optimization of land and building use including child care centre space and other compatible uses such as affordable housing, market housing, education, health or allied health services, will receive preference. The Pembina Valley Child Care Centre will own the condominiumized space allocated for the centre and play ground/pick-up and drop-off. A private developer must own the remaining residential or commercial space. The by-laws of the condominium development must be to the satisfaction of PVCCC.

**Price Scores:**

The Proposal with the lowest price will receive 30 points.

All other Proposals will receive a score based on the following formula:

$$\left( \frac{\text{Total Price of lowest Proposal}}{\text{Total Price of a Proponents Proposal}} \right) \times 30 = \text{Score (out of 30)}$$

Total points will be calculated for each Proposal and Proponents will be ranked in order of highest to lowest total points.

### Step 3: Concurrent Negotiations and Best and Final Offer (BAFO) Process

MCDC may enter into concurrent negotiations with up to the top three (3) highest scoring Proponents. Proponents entering into Negotiations with MCDC may be requested to attend a formal interview session. If required, MCDC will arrange interview sessions with the top ranked Proponents within ten (10) business days following Submission Deadline.

During these concurrent negotiations, MCDC will provide each Proponent with any additional information and will seek further information and proposal improvements from each Proponent. After the expiration of the concurrent negotiation period, each of the highest scoring Proponents may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to MCDC.

Each BAFO will be evaluated against the same criteria set out in Section 6.2 Evaluation Criteria, Step 2 above and the Proposals will be ranked in order of highest to lowest total points.

#### **Option not to Engage in Concurrent Negotiations and BAFO**

MCDC may choose not to engage in the BAFO process and may proceed directly to final negotiations with the top-ranked Proponent as set out in Section **Error! Reference source not found.** of this NRFP.

#### **Past Performance**

At a minimum, MCDC will contact three references provided by the top-ranked Proponent and may consult its own records and staff of a department, division or branch of the Government of Manitoba; a Manitoba Crown corporation or agency; or an academic institution, health authority or other entity who have had dealings with the Proponent or proposed Consultants, Sub-consultants, Contractors and Subcontractors.

MCDC may determine, in its sole and absolute discretion, a Proponent's record of past performance is unsatisfactory based on any of the following factors:

- (a) a Proponent or proposed Consultant, Sub-consultant, Contractor or Subcontractor is suspended or debarred from participating in the public procurement process of any of the following:
  - (i) a department, division or branch of Manitoba;
  - (ii) a Manitoba Crown Corporation or agency, or
  - (iii) an academic institution, health authority or other entity.
- (b) a Proponent's performance of a project or agreement for which a reference was checked by Manitoba was unacceptable, deficient, improper, incomplete or late according to such reference.
- (c) a Proponent or proposed Consultant, Sub-consultant, Contractor or Subcontractor is a party to a legal proceeding that determines the occurrence of improper, incomplete or negligent implementation of a project or part of a project or failure to



comply with any term or condition of the agreement governing the project, and such legal proceeding has been initiated by any of the following:

- (i) a department, division or branch of Manitoba;
  - (ii) a Manitoba Crown Corporation or agency; or
  - (iii) an academic institution, health authority or other entity.
- (d) a Proponent or proposed Consultant, Sub-consultant, Contractor or Subcontractor has initiated a legal proceeding against any entity listed in clauses (c)(i), (c)(ii) or (c)(iii) above, and MCDC is of the opinion its existence is likely to adversely affect working relationships on the Services or under the Agreement.

If MCDC determines a record of past performance is unsatisfactory, MCDC may in its absolute discretion, disqualify the Proponent and reject its Proposal.

If a Proponent is disqualified on the basis of past performance, MCDC may proceed to assess the past performance of the next best-ranked Proponent.

### 6.3 Award Recommendation

If the MCDC approve the recommendation to award, the successful Proponent will be notified by Cheryl Digby of MCDC.

The successful Proponent must submit the following documents to Cheryl Digby within ten (10) business days of the notification:

- (a) COR certification (or approved equivalent) and letter of good standing;
- (b) Certificate of Insurance;
- (c) Workers Compensation Board of Manitoba clearance status report;
- (d) Performance and Labour & Materials Bonds;
- (e) A detailed Price breakdown by description of work.

All documents provided to Cheryl Digby must be valid, current and satisfactory to MCDC. Document requirements are further described in the CCDC14 Design-Build Stipulated Price Contract 2013 and MCDC Supplementary Conditions (Appendix 3).

### 6.4 Notification to Proponents

A Proponent that is disqualified during the evaluation process will be notified of the disqualification.

MCDC will notify all Proponents of the outcome of the NRFP process, after the Agreement is signed.

If MCDC decides not to enter into an Agreement with any Proponent, all Proponents will be given written notice of decision.

## APPENDIX 1 SCOPE OF WORK

### **Project Name: Design-Build Services for Turnkey Construction in Morden, MB**

MCDC is looking to complete the construction of 90-space child care centre, consisting of 16 infant spaces and 74 pre-school, and open to different design configuration, for example, mixed use of child care centre/multi-residential. The following scope of work describes, in general terms, the goods and the services that will be required of the proponent teams along with quality assurance and select key deliverables.

Please refer to Appendix 4 for a Site Map.

#### **1.1 Services**

- .1 Engineering and Architectural submissions for Schematic Design, Design Development, Construction Documentation, Permitting and Final Certification.  
  
Note: Professional service providers must be registered in the Province of Manitoba.
- .2 Project Management services from project initiation to warranty close-out. This will include documentation of construction progress through field review reports up to the final acceptance by Pembina Valley Child Care Centre, delivery of the keys and completing any deficiencies discovered during the warranty period.
- .3 All elements of construction and coordination of construction including ancillaries to develop the site and deliver the turn-key child care centre and fully developed.
- .4 Obtaining all necessary approvals, permits, clearances, licenses and certificates required by law or by any by-laws, ordinances, regulations, codes or orders of authorities having jurisdiction and which relate to the Services.
- .5 Meet or exceed the National Building Code, Child Care Centre must meet Manitoba Green building program
- .6 Obtaining and maintaining all required insurance coverage as specified in Appendix 3 MCDC Supplementary Conditions and provide copies to Add organization name.
- .7 All drawings to be in Metric. (Imperial measurements may be shown in brackets on drawings if desired.)
- .8 In order to maintain and encourage community involvement in this project, the Work Plan/Methodology/Implementation Section 4.5D shall include timeline allowances for review and consultation at key milestones with stakeholders from MCDC. The Work Plan/Methodology/Implementation should include schematic drawings as defined in Section 4.5D (3) for the proposed services.
- .9 Design review - Design drawings and specifications submittal, review and

approval will be required at schematic design, design development and construction drawings stages for the MCDC to review.

- .10 The role of the MCDC is to provide review of the Proponent drawings, and specifications for suitability and acceptance. Upon review of the submissions of the schematic design, design development and construction drawings stages, a disposition sheet will be provided and the Proponent will be required to address comments; revise or provide clarification to all disposition comments. The Proponent is to provide drawing submissions in both electronic (PDF) and hard copy formats.

## **1.2 Site and utilities**

- .1 Clearing of yard site to make ready for construction.
- .2 Connection of all utilities.
- .3 Construction of asphalt driveway, pick-up/drop-off area and parking.
- .4 Finish grade, positive site drainage, and general landscaping including top-soil and sod.
- .5 Entrance porch, steps and accessible ramp as required on the site.

## **1.3 Architectural See Section 9 of Guidelines for Early Learning and Child Care: [https://www.gov.mb.ca/fs/childcare/resources/pubs/elcc\\_manual.pdf](https://www.gov.mb.ca/fs/childcare/resources/pubs/elcc_manual.pdf)**

- .1 **SPACE — INDOOR** Section 9(1) Subject to subsection 9 (1.3), every licensee shall provide a minimum of 3.3 square metres of free and useable indoor floor area per licensed child space, which does not include hallways, washrooms, food preparation area, storage space, or other space not used by the children for play, and which is for the exclusive use of the licensee during the hours of operation of the child care centre.

Guideline - Space must be available at all times during the child care centre's operating hours to be included in the calculation of available space. Shelving units containing materials for the children's use will be considered in the calculation of useable space if not more than 20 per cent of the floor area. Any fixed equipment beyond this amount will be deducted in the calculation of the number of licensed child spaces.

Best Practices - Physical spaces protect the health and safety of children and staff and support high quality programming. The overall environment is carefully planned, aesthetically pleasing and is well-maintained. Ventilation can be controlled with open windows and fans. While the minimum requirement for space is 3.3 square metres of useable space per child, centres should strive to provide useable play space of 3.7 to 4.6 square metres per child to maximize interaction and development for all children, including children who use wheelchairs and to reduce conflicts due to

confined space. Enough space is provided for equipment needed by children with disabilities. Private space to accommodate one or two children is provided. There is room to display children's individualized work, including three-dimensional projects, throughout the space. Apart from play areas, additional space should be allocated for: • eating and resting • kitchen facilities • storage for beds/cots and linen SPACE • staff room with natural light • storage of indoor and outdoor play materials and equipment; • office • sanitary and common utility areas • hallways, walkways, vestibules, entrances and other well-defined areas joining rooms or various exits

- .2 NATURAL LIGHT Section 9(1.1) Every licensee who operates a full time child care centre shall provide a minimum of one room with natural light that all children will have access to, for their activities each day.

Guideline A window providing natural light shall be a minimum of 10 per cent of the floor space or a percentage acceptable by the director

- .3 SPACE — SLEEPING Section 9(2) Every licensee who operates a full time child care centre or nursery school which provides child care for more than four continuous hours per day shall provide a sleeping space which: a) is not used for play activity while any child is sleeping; and b) allows for 2.3 square metres of floor area for each child while the child is sleeping.

Guideline If sleeping and play activity are to occur in the same room, a partition must be provided to separate the two areas to ensure quiet for sleeping children and normal activities for others. The partition does not need to be a floor to ceiling wall. A shelving unit or a curtain is acceptable. Cots and mats should be spread out in the sleep space to ensure the individual space allotment of 2.3 square metres and should be organized to ensure easy evacuation in an emergency.

- .4 SPACE — OUTDOOR Section 9(3) Every licensee who operates a full time child care centre, a nursery school which provides child care for more than four continuous hours per day, or a school age child care centre shall provide or have access to outdoor play space which provides for a minimum of seven square metres per child and accommodates the greater of 50 per cent of the number of licensed spaces or 55 square metres.

Best Practice - Outdoor play space has direct access, without stairs or ramps, from each group's room to the outdoor play space to encourage use and promote greater flexibility for children to move in and out independently. The space is conveniently located close to a washroom, storage facilities and a water source.

OUTDOOR SPACE ADJACENT TO CENTRE Section 9(6) Where the outdoor play space is adjacent to the child care centre and is owned or rented by the child care centre or the licensee, the licensee shall ensure that: (a) the space is fenced; and (b) a minimum of 50 per cent of the area is grass, sand or a similar surface. Guideline A fence is defined as an

enclosure to ensure the safety of children playing outdoors. It may take many forms such as a dense hedge.

#### **1.4 Additional Requirements**

MCDC is looking for overall best value in the submissions; determining the optimal balance between initial construction costs and the following desirable features:

- .1 Best use of the land's development potential. Submit the overall construction or market value of the full development. A preference will be given for mixed-use developments.
- .2 Robust overall construction-type and materials used suitable for sustained long-term use.
- .3 Low life-cycle operations and maintenance costs.
- .4 Ease of use, for example, simple mechanical/control system interfaces.
- .5 Functional and appealing layout and design for both interior and exterior. The construction and exterior finish must fit well into the community; understand the look and feel of the areas in which these units will be built.
- .6 Least environmental foot-print, as reasonable, during fabrication and throughout asset lifecycle.
- .7 "Healthy" building design and construction with focus on prevention of poor indoor air quality such as stale air, high relative humidity and volatile organic compounds.

APPENDIX 2 SUBMISSION FORM

Project Name: Design-Build Services for Turnkey Construction in Morden, MB

1. Proponent

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Legal Corporate Name of Proponent

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Street

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City	Province	Postal Code
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Telephone Number	Fax Number	Email Address
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(Mailing address if different) - Street or P.O. Box

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City	Province	Postal Code
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The Proponent conducts business under the above name as: (select one of the following)

sole proprietor       partnership       corporation       joint venture

2. Contact Person

The Proponent hereby authorizes the following contact person to represent the Proponent for purposes of the Proposal.

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Contact Person	Title
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Telephone Number	Fax Number	Email Address
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3. Acknowledgment of Non-Binding Procurement Process

We acknowledge the NRFP process will be governed by the terms and conditions of the NRFP, and, among other things, such terms and conditions confirm this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and no legal relationship or obligation regarding the procurement of any goods or services shall be

created between the Proponent and MCDC unless and until the Proponent and Manitoba sign a written Agreement for the Services.

4. Ability to Provide Deliverables

We have carefully examined the NRFP documents and have a clear and comprehensive understanding of the Services required. The Proponent is able to provide the Services in accordance with the requirements of the NRFP for the price as set out in Fee Submission Schedules B.

5. Non-Binding Price Estimates

We have submitted our pricing in accordance with the instructions in the NRFP. While the submitted pricing is not binding upon us, we acknowledge any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, may adversely impact the acceptance or ranking of the Proposal or the Proponent's eligibility for future work.

6. Addenda

We acknowledge we have received the following addenda and they have been considered in the preparation of the tender:

Addendum No.:	_____	Addendum No.:	_____
Addendum No.:	_____	Addendum No.:	_____
Addendum No.:	_____	Addendum No.:	_____

Signatures:

I/We have the authority to bind the Proponent

\_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

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Signature	Print Name	Title
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Signature	Print Name	Title
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APPENDIX 3 CCDC 14 DESIGN-BUILD STIPULATED PRICE CONTRACT (2013) AND  
MCDC SUPPLEMENTARY CONDITIONS

The successful Proponent will be required to enter into the standard CCDC14 Design-Build Stipulated Price Contract 2013 as amended by the Supplementary Conditions.

See attached titled Supplementary Conditions.



## APPENDIX 4 PARTICULARS OF 610 – 1<sup>ST</sup> STREET AND WARDROP ST/2<sup>ND</sup> STREET

### **610 1<sup>ST</sup> STREET**

This property is located at the north west corner of 1<sup>st</sup> Street and Rampton Street, immediately north of Morden’s main recreation and events site and has convenient access to local schools and local amenities. Neighbouring properties include residential apartments, religious institutions, and sports fields. The property is 181 feet [55 m] wide by 220 feet [67 m] deep, for a total area of 0.91 acres [0.37 hectares].

The property is fully serviced with municipal water and sanitary sewer and is zoned “RM-M – Residential Multiple Family Medium” district. This zoning district permits Child Care Centre, Multiple-Family Residential, ground level Retail Sales, Personal Services, and a variety of cultural and institutional uses. Dimensional requirements are as follows:

- Maximum 32 dwelling units;
- Maximum 45-foot [14 m] building height;
- Minimum 25-foot [7.6 m] front yard, 25-foot [7.6 m] rear yard, 10-foot [3 m] side yards;
- Maximum 60% lot coverage;
- Child Care Centre required parking is 1 space per 2 employees on shift; Multiple-Family require parking is based on a per dwelling unit ratio as follows: bachelor, minimum 0.5 spaces; 1-bedroom minimum 0.75 spaces; 2-bedroom, minimum 1 space; 3-bedroom or more, minimum 1.5 spaces.

Proposals for higher density residential [up to 48 dwelling units with a maximum 60-foot/18.2 m building height, under the “RM-L – Residential Multiple Family” district] and for a more diverse mix of uses [including a variety of commercial, cultural & entertainment, public & institutional, transportation & communications, and low-impact industrial uses, under the “MUN – Mixed-Use Node” district] will also be considered by the City of Morden.

## **WARDROP STREET/2<sup>ND</sup> STREET**

This property is located at the north east corner of Wardrop Street and 2<sup>nd</sup> Street, immediately adjacent to Morden’s main recreation and events site and has convenient access to local schools and local amenities. Neighbouring properties include Morden Middle School, Morden Collegiate, Morden Curling Club, BSI Skate Plaza, and sports fields. The property is 170 feet [52 m] wide by 227 feet [69 m] deep, for a total area of 0.89 acres [0.36 hectares].

The property is fully serviced with municipal water and sanitary sewer and is zoned “I – Institutional” district. This zoning district permits Child Care Centre, schools, and a variety of cultural and institutional uses. Multiple-Family Residential, retails sales, and personal services can be accommodated through conditional use approval. Dimensional requirements are as follows:

- Maximum 31 dwelling units;
- Maximum 35-foot [10.7 m] building height;
- Minimum 25-foot [7.6 m] front yard, 25-foot [7.6 m] rear yard, 15-foot [4.5 m] side yards;
- Maximum 40% lot coverage;
- Child Care Centre required parking is 1 space per 2 employees on shift; Multiple-Family required parking is based on a per dwelling unit ratio as follows: bachelor, minimum 0.5 spaces; 1-bedroom minimum 0.75 spaces; 2-bedroom, minimum 1 space; 3-bedroom or more, minimum 1.5 spaces.

Proposals for higher density residential [up to 48 dwelling units with a maximum 60-foot/18.2 m building height, under the “RM-L – Residential Multiple Family” district] and for a more diverse mix of uses [including a variety of commercial, cultural & entertainment, public & institutional, transportation & communications, and low-impact industrial uses, under the “MUN – Mixed-Use Node” district] will also be considered by the City of Morden.

## **SCHEDULE B PRICE FORM**

Project Name: Design-Build Services for Turnkey Construction in Morden, MB

Proponent’s Name: \_\_\_\_\_

Table 1:

Item	Description	Firm Fixed Fee
1.	Price including all applicable Addenda	\$
<b>Cash Allowance</b>		
2.	Testing (windows, concrete and ventilation)	\$ 10,000.00
Sub-Total		\$
PST (if applicable)		\$
TOTAL PRICE		\$

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Printed Name of Proponent

\_\_\_\_\_  
Date