



REQUEST FOR PROPOSALS

Snye Daycare Generator Installation

RFP No: 11725-1

Closing Date: November 20th , 2025 at 4:00pm



DATE: NOVEMBER 06, 2025

H.S.P. CONSULTANTS INC.
5715 Warner Dr., Long Sault, Ontario, K0C 1P0

SECTION 1

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Section 2: General Conditions

1. General Invitation

The intent of this Request for Proposal (RFP) is to obtain a qualified Electrical Contractor (hereinafter referred to as the “Contractor”) to supply and install a new propane-powered standby generator system at the Snye Daycare facility in Akwesasne.

The scope of work includes the installation of a 22 kW generator, automatic transfer switch (ATS), electrical tie-ins, grounding, concrete pad, propane line connection, trenching, commissioning, and all associated civil, mechanical, and electrical work as described in the Contract Documents

Title of Project:

Snye Daycare Generator Installation
Project No.: 11725

The Contract Documents are identified as:

Instructions to Bidders
Electrical Drawings & Specifications (Sheet E1.0)
Site Plan & Concrete Pad Detail (Sheet SP1)

Project Location:

Snye Daycare
101 Tewesateni Road
Akwesasne, ON K6H 0G5

Prepared by:

HSP Consultants Inc.
5715 Warner Drive,
Long Sault ON, K0C 1P0

Offers signed and dated, will be received by e-mail to shaneperry@hsp.ca before 4:00 p.m. local time, on November 20, 2025

2. Before Submitting Tender:

Each Bidder is responsible for informing themselves as to the contents and requirements of this Request for Proposal. Each Bidder is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Quotation and to prepare and submit their

Bid. Carefully examine the existing site and include in the quotation sufficient sums to cover the cost of all items included in the Contract.

Completed Quotations shall be without interlineations, alterations, mathematical errors, or erasures. Bidders which are late, or which fail to comply with the requirements of the RFP Documents shall be considered informal and may be rejected.

Failure to provide security deposit (if required) and/or insurance requirements may result in the quotation being declared informal.

Bids must be legible, written on company letterhead, and all items must be bid, unless the RFP specifically permits otherwise, with the price for every item clearly shown.

Each item in the Quotation shall be at a reasonable price for each item. Under no circumstances will an unbalanced proposal be considered. The Construction Manager and/or Engineer will be judges of such matters and should any bid be considered to be unbalanced; it will be rejected.

Quotations which are received after the local time in the advertised closing date for bids; or which fail to comply with requirements of the RFP shall be considered informal and may be rejected.

If a Bidder is in doubt as to the true meaning of any part of this RFP, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the Consultant and, if deemed necessary an addendum will be issued. This procedure also applies should the Consultant / Owner, of its own accord, wish to expand or delete any part of this RFP.

Bidders are solely responsible for all of their own costs and expenses relating to the preparation and submission of Bids. The Mohawk Council of Akwesasne will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the bid, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3. Background

The Syne Daycare is operated by the Mohawk Council of Akwesasne and provides critical child care services to the community. In order to maintain operations during utility outages, the facility requires a reliable standby power system.

The proposed project involves the supply and installation of a propane-fueled standby generator system, including a new concrete pad, fence enclosure, propane connection, automatic transfer switch, electrical distribution tie-ins, and commissioning.

This project ensures continued operation of essential lighting, heating, and safety systems at the facility.

4. Description Of Work

The project includes the supply and installation of all equipment, labour, and services necessary for a fully functional standby power system, including but not limited to:

a. Civil / Mechanical

1. Excavation, granular base preparation, formwork, rebar, and placement of a reinforced concrete pad for the generator (as per SP1).
2. Installation of generator anchorage, vibration isolation, and fence enclosure.
3. Trenching for propane piping and electrical conduits, including backfilling and compaction.
4. Coordination and tie-in to the existing propane tank(s), including new piping, valves, regulators, and testing.
5. Site restoration, grading, and landscaping repair.

b. Electrical

1. Supply and installation of a 22-kW propane standby generator, CSA approved, with corrosion-resistant aluminum enclosure, as specified on Sheet E1.0.
2. Supply and installation of a 200A, 240V, single-phase, 3W service-rated automatic transfer switch (ATS), NEMA 3R outdoor rated.
3. Installation of power feeders.
4. Grounding and bonding.
5. Supply, programming and installation of control and communication cabling between generator, ATS, and control panel.
6. Testing, commissioning, and verification of system operation under simulated outage.
7. Provision of as-built drawings, O&M manuals, and training to MCA maintenance staff.

5. Examination of Site

A site visit can be arranged at the Syne Daycare, 101 Tewesateni Road, Akwesasne, ON on a (as needed basis). Please reach out to Shane Perry for additional information and scheduling.

Attention: Shane Perry, P.Eng.

Phone: (613) 932-3289

E-mail: shaneperry@hsp.ca

6. Sales Taxes:

This project is to be constructed on Mohawk territory of Akwesasne as such is exempt from Provincial and federal Sales Taxes including the Goods and Services Tax.

7. Insurance:

The Contractor shall, at the time of entering into any contract with the M.C.A., furnish a satisfactory clearance certificate from Workers Safety & Insurance Board (WSIB) stating that all assessment or compensation payable to the WSIB has been paid. Also at any time during the performance and upon completion of such contract, upon request from M.C.A., the Contractor shall furnish a satisfactory clearance certificate from WSIB as outlined above.

The Contractor shall provide proof that His / Her personnel are fully covered under the Workplace Safety Insurance Board, and that their company and workers carry liability and property damage insurance.

Provide a signed "undertaking of insurance" on a standard form provided by the Insurance Company stating their intention to provide insurance to the Tenderer in accordance with the insurance requirements of the Contract Documents.

The bidder whose proposal has been recommended to the Owner for acceptance shall, on receipt from the Owner of the Agreement for execution, procure and maintain Liability Insurance and shall file with the Owner, together with the Agreement executed by him, a Cover Note of such Certificate of Liability Insurance. The Contractor shall file with the Owner prior to the first progress payment the original policy of such Certificate of Insurance clearly stating that the requirements hereof. Insurance shall be obtained from a company satisfactory to the Owner.

(a) The Commercial General Liability Insurance shall:

- (1) have a limit of liability of not less than 2-Million (\$2,000,000) inclusive for any one occurrence;
- (2) be Comprehensive Liability Insurance covering all operations and liability assumed under the Contract with the Owner;
- (3) not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause;
- (4) include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Contractor and used on the work. Each such insurance shall have a limit of liability of not less than \$2,000,000 inclusive for any one occurrence. A "vehicle" shall be as defined in the Highway Traffic Act of the Province of Ontario;

This policy to also include but not be limited to:

- Premises and Operation Liability
- Blanket Contractual Liability
- Products and Completed Operations
- Tenants' Legal Liability
- Non-Owned Automobile Liability
- Owner's and Contractor's Protective Liability
- Contingent Employers' Liability
- Cross and Several Liability and Severability of Interest Clause

- (5) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Owner;
- (6) The policy shall be endorsed to include the following additional insured language indicating the Proposal description and number:

"The Owner – The Mohawk Council of Akwesasne, and the Consultant – HSP Consultants Inc. as additional named insured. with respect to liability arising out of the activities performed by, or on behalf of the Proponent".

NOTE: All insurance shall be obtained from companies satisfactory to the Council. The Contractor will pay for all premiums and expense incurred with the insurance. A certified copy of such insurance policy shall be furnished to the MCA Project Manager before any work is commenced.

8. Construction Schedule

The Contractor shall substantially complete the work by March 31, 2026, based on schedule below. Time is of the essence. Any delays must be justified and approved in writing.

Milestone	Date
Date of Issuance	November 4, 2025
Deadline for Questions	November 14, 2025
Issuance of Addendum	3 days after deadline for questions
Submission Deadline	November 20, 2025
Award	December 5, 2025
Substantial Completion	March 31, 2026

Any significant changes to the construction schedule must be received in writing from MCA and HSP.

9. Proposal Form Requirements

The Contractor, in submitting the price, agrees to complete the Work by the date indicated in the Contract Documents – but may suggest a revision to the Contract Time with an adjustment to the overall price. The Owner requires that work under this contract be completed within the time stated.

Bidders shall be solely responsible for the delivery of their proposals in the manner and time prescribed.

The Contractor shall accept sole responsibility for any error or neglect to include any sums.

A list of submitted tenders will be made public following tender closing. Offers will be opened publicly immediately after the time for receipt of tenders, unless otherwise stated.

10. Discrepancies

Bidders finding discrepancies or omissions in the drawings, in the specifications, or any other documents, or doubts as to the meaning or intent of any information thereof, shall notify the consultant. Any questions or concerns must be received on November 14, 2025. All clarifications, instructions, or explanations will be sent to all bidders

Direct Inquiries To:
HSP Consultant Inc.
Engineering Consultants
5715 Warner Dr.,
Long Sault, Ont., K0C 1P0

Attention: Shane Perry, P.Eng.
Phone: (613) 932-3289
E-mail: shaneperry@hsp.ca

11. Addenda

An Addendum may be issued during the Bidding period. All addenda are part of the contract documents, and all costs shall be included in the final price. Verbal answers are only binding when confirmed by written addenda.

Clarifications requested by bidders must be in writing not less than three business days before date set for receipt of bids. The reply will be made in the form of an addendum as deemed appropriate by the consultant.

12. Award Of Tender

The Owner will not entertain requests for gratuitous payments arising from errors alleged to have been in the accepted bid.

Amendments to a submitted offer will be permitted if received in writing prior to Bid closing and if endorsed by the same party or parties who signed and sealed the offer.

Under no circumstances will bids be considered which are received after the local time in the advertised closing date for Tenders.

Bids once opened in the presence of the Consultant/Owner, shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid

closing date. After this time, the bids may only be accepted with the consent of the successful bidder.

The Owner has the right to accept or reject any or all offers. After acceptance, the Mohawk Council of Akwesasne will issue a letter of intent to enter into a contract for the work.

It is a condition of the tender that Mohawk labour or Mohawk sub-contractors are used for this project wherever possible. Preference will be given to tenders within the project budget, which have the highest Mohawk labour content.

The Owner may, in its sole and absolute discretion, waive any informality or irregularity. The Owner may also negotiate any of the provisions of a Bid with the respective Bidder. Negotiations may result in changes to a Bid without necessarily entering similar negotiations with any or all other bidders.

M.C.A. reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient experience to successfully execute and fully complete the work within the specified time.

13. Warranty

Contractor's Workmanship Warranty: Contractor shall provide MCA with Contractor's five (5) year warranty for workmanship and materials on the Contractor's letterhead. Warranty shall only pertain to the workmanship performed and materials supplied under this contract. Warranty period to commence on date of approved final review. Cost of Contractor's Workmanship Warranty to be included in the contract price.

Manufacturer's Warranty: Contractor shall provide a written Manufacturer's Warranty for the materials/equipment supplied and installed under this contract per E-1. Warranty period to commence on date of approved final review. Unless noted otherwise.

14. Contract Signing

Sole proprietorship: Signature of sole proprietorship in the presence of witness who will also sign. Insert the words "Sole Proprietorship" under signature, affix seal.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" against each signature. Affix seal against each signature.

Limited Company: Signature of all duly authorized signing authorities in their normal signatures. Insert the capacity in which each signing officer acts against each signature. Affix the Corporate Seal.

If the tender is signed by officials other than the President and Secretary of the Company, or the President - Secretary - Treasurer of the Company, a copy of the by-law resolution of the Board of Directors authorizing them to do so must also be submitted with the tender envelope.

If the Contractor/Sub-contractor is a joint venture, each party to the joint venture shall execute the Project seal in the manner appropriate to such party.

15. Bridge Crossing Toll Charge / Passports

Payment of toll charges or similar fees shall be the responsibility of the Contractor/Sub-trades. As of January 2001 toll fees are not applicable when delivering materials or goods destined for Mohawk Council of Akwesasne projects.

It is the Contractor's responsibility to comply with the requirements of the Canadian and US Border Agencies, security and goods transportation requirements, such as having a valid passport, etc.

16. Existing Utilities & Site / Grounds

Further to the General Conditions of Contract, the following shall apply:
No responsibilities will be assumed by M.C.A. for the correctness or completeness of the plans with respect to the existing utilities, pipes, or other objects. The Contractor shall have no claim on this account. M.C.A. does not ensure the accuracy of such information and the Contractor shall not make any claim against M.C.A. for damages or extra work caused or occasioned by his relying upon such records, reports or information either as a whole or in part. Make good public roads, sidewalks, walkways and curbs soiled or damaged due to Contractor being on-site.

a. Limitation on Work and Conditions

The work shall be fully supervised and controlled to cause as little disruption, and noise as possible consistent with the Contractor's work process. This supervision will be the responsibility of the successful Contractor

Security

The Contractor shall be responsible for their own activities as well as any possible subcontractor that is enlisted for this project. The Contractor shall coordinate all security efforts.

17. Liquidated Damages

- a) Time - Time shall be of the essence of this agreement.
- b) Progress of the Work and Time for Completion

The Contractor shall substantially complete this Contract as specified and outlined in the consultants specification document attached herein.

If the time period above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single day light shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed by the completion date specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

An extension of time may be granted in writing by the Council in the event of the work being delayed beyond the prescribed date for completion. Such extensions shall be for such time as the Consultant may prescribe and the Council shall fix the terms on which the said extension may be granted. An application for an extension of time shall be made in writing by the Contractor to the Consultant at least fifteen (15) days prior to the date of completion fixed by the Contract.

Any extensions of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of M.C.A. whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limited in this Contract for completion of the work and whenever in this Contract power or authority is given to M.C.A. or the Consultant or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or nonperformance by the Contractor in respect of the work of contract or any portion thereof.

Such powers or authorities may be exercised from time to time, and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by M.C.A. In the event of M.C.A. granting an extension of time, time shall continue to be deemed of the essence of this contract.

It is agreed by the Parties to the Contract that in case all the work called for under the Contract is not finished or completed by the completion date as specified above, damage will be sustained by the Council and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Council will sustain in the event of, and by any reason of, such delay and the parties hereto agree that the Contractors will pay to the Council the sum of One Thousand Dollars (\$1,000.00) for each and every working day beyond 1 month past the completion date specified above (August 15th, 2025) that the work remains uncompleted and it is agreed that this amount is an estimate of the actual damage to M.C.A. which will accrue during the period in excess of the prescribed completion date.

M.C.A. may deduct any amount due under this paragraph from monies that may be due, or payable to the Contractor on any account whatsoever. The liquidated damages under this paragraph are in addition to, and without prejudice to, any other remedy, action or other alternative that may be available to M.C.A.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of a Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of Subcontractor due to such causes.

If the time required for the completion of the work is increased or decreased by reason of alterations or changes in the work required to be performed under this Contract, the completion date shall be increased or decreased as determined by M.C.A.

The actual completion date shall be the date on which the work is accepted by the Project Manager and the Consultant.

As work progresses, maintain accurate records to show deviations from contract drawings. Supply one set to the Mohawk Council of Akwesasne.

17. Review Of Shop Drawings

The Contractor (or sub-contractor or equipment supplier acting on behalf of the Contractor) shall submit to the Consultant for review, all shop, working or setting drawings required to make clear the work proposed. Contractor shall make all changes in such drawings that the Consultant may require and resubmit such drawings for additional review until approved by the Consultant.

When submitting such drawings, the Contractor shall notify the Consultant in writing of all respects in which such drawings differ from the requirements of the Contract or from previously notified requirements. The Consultants review of such drawings shall not be construed as approval of such differences unless the Contractor has identified all changes and deviations and unless the Consultant has specifically approved such differences in writing.

Work shall not be carried out before the Consultant's review of the shop and working drawings relating to such work has been completed and approved.

The review pertains to general design only. Errors in dimensioning, quantity or inaccuracies do not relieve the Contractor from the responsibility to complete work to the Consultant's satisfaction.

Do not commence manufacturing nor order materials before shop drawing and samples are reviewed. Responsibility for errors, omissions or deviations from requirements of Contract documents is not relieved by the Consultant's review of submittal.

18. Certificate Of Completion

1. On the date that the work has been completed, and the Contractor has complied with the contract and all orders and directions made pursuant thereto, (both to the satisfaction of the owner and the consultant, the Consultant shall issue a Certificate of Completion to the Contractor.
2. If the consultant is satisfied that the work is sufficiently complete to be acceptable to the Owner, the consultant may, at any time before issuing a certificate referred to in 1., issue an Interim Certificate of Completion to the Contractor.

3. An Interim Certificate of Completion referred to in 2. shall describe the parts of the work not completed to satisfaction and all things that must be done by the Contractor before a certificate referred to in 1. will be issued.
4. The Consultant may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in paragraph two, require the Contractor to rectify any or other parts of the work not completed to his satisfaction.
5. If the contract or part thereof is subject to a Unit Price Arrangement, the Consultant shall measure and record the quantities of labour, equipment and material, performed, used and supplied by the Contractor, and shall inform the Contractor of those measurements.
6. The Contractor shall assist and co-operate with the consultant in the performance of their duties (referred to in paragraph 5) and shall be entitled to inspect any record made by the consultant pursuant to 5.
7. After the Consultant has issued a Certificate of Completion referred to in 1., he shall, if 5. applies, issue a Certificate of Final Measurement.
- 7.1 A Certificate of Final Measurement shall contain the aggregate of all measurements of quantities referred and is binding upon and conclusion between the Owner and the Contractor as to the quantities referred to therein.

19. Oral Arrangements

In all causes of misunderstandings or disputes, oral arrangements will not be considered, but the Contractor must produce written authority in support of his contentions, and shall not use, or attempt to use, against M.C.A. any conversation with any parties.

20. Removed Materials

Except if stated otherwise below or identified in the consultant's specification, the rough materials indicated for disposal become the Contractor's property and shall be taken to the disposal site.

21. Health & Safety Requirements

The Contractor shall carry out all work in accordance with the Ontario Occupational Health and Safety Act (OHSA), O. Reg. 213/91 (Construction Projects), and the Mohawk Council of Akwesasne (MCA) Construction Safety Guidelines.

At minimum, the Contractor shall:

- Maintain WSIB coverage and submit proof prior to mobilization.
 - Designate a site supervisor responsible for enforcing all health and safety requirements.
 - Hold weekly safety meetings and complete hazard identification sheets, copies of which shall be submitted to the MCA Project Manager.
 - Ensure all workers wear appropriate PPE including CSA-approved safety boots, hard hats, high-visibility vests, gloves, and eye protection.
 - Follow trenching and excavation safety requirements, including shoring, barricades, signage, and “call before you dig” procedures.
 - Provide adequate fire protection, including at least one ABC fire extinguisher near the generator installation area.
 - Keep the worksite clean and secure at all times; daily housekeeping and debris removal are mandatory.
 - Provide and maintain temporary sanitary facilities for workers.
 - Protect the public and daycare occupants at all times; coordinate with MCA for scheduling to minimize disruption.
- MCA reserves the right to conduct random site safety audits. Any unsafe condition or act must be corrected immediately. Repeated violations may result in fines or termination of the contract.