

**1 – INSTRUCTIONS TO PROPONENTS**

1.1 INTRODUCTION

- .1 **OAHS is a proponent of the Federal Procurement Strategy for Aboriginal Business (PSAB) legislation.**
- .2 This Request for Tender (“RFT”) is an invitation to qualified HVAC Contractors to submit a firm price for the above in accordance with these Request for Tender Documents. Scope of Work forms prepared by OAHS staff are supplied as part of this Tender Request. Front End Documents, Divison1, are provided as well with respect to the Administration of the Contract.
- .3 Experience with the Aboriginal Community and the inclusion of Aboriginal apprentice and employment opportunities will be heavily weighted by OAHS considered a strong asset.
- .4 The tender award shall be at the sole discretion of OAHS

1.2 SUBMISSIONS

- .1 Responses to this Request for Tender are to be submitted in email to:  
[bids@oahssc.ca](mailto:bids@oahssc.ca)

Please state the following in Subject Line:

**Sault Ste Marie Heat Pump Tender**

***Do not CC anyone on your submission.***

- .2 Submissions are to include the completed scope of work form with pricing and the completed bid form attached below.

These completed & signed forms must be received by email before:

**Monday July 26th, 2021 10:00am EST**

- .3 Proponents are responsible for ensuring their submission is delivered in the prescribed manner. Late submissions will be considered non-compliant.
- .4 Revisions to the submissions may be made provided the revision is submitted in accordance with this Request for Tender and received prior

to the date and time prescribed for the submissions.

- .5 All questions regarding this Request for Tender must be submitted in writing to :

**mmcleod@oahssc.ca**

- .6 Answers provided, verbal, in writing and/or data in minutes, are intended for clarification only and do not amend the content of the Request for Tender.
- .7 Answers that alter the content of the Request for Tender will be provided in the form of an Addendum, issued by :

**Mark McLeod**

**Technical Services Administrator**

and will be distributed to all registered proponents that have requested the Tender Package.

- .8 Provide on the Bid Form in the space provided the amount of time estimated for the completion of the work

## **2 – PROJECT OUTLINE**

### 2.1 SITE EXAMINATION

The Bidder can visit project site and surrounding area before submitting Bid, through a representative on designated date or a lock box code may be provided upon request.

### 2.2 PROJECT FINANCIAL INFORMATION

- .1 Funding for individual projects varies from time to time depending on the opportunities available. Financing projects will be the responsibility of OAHS and will not require any input from the proponent.

### 2.3 PROJECT SCHEDULE

- .1 The schedule for the Construction Services is critical. **The proponent will complete all work on provided scope of work no later than :**

**Thursday September 30<sup>th</sup>, 2021**

## 3 – TERMS

### 3.1 CONTRACT

- .1 The successful General Contractor will enter into a Stipulated Sum Contract, CCDC #2, latest Revision.

### 3.2 RESERVATIONS/ PRIVILEGE

- .1 Any submissions that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, unsolicited attachments, or irregularities of any kind, may be considered informal.
- .2 Any submissions and enclosures which are improperly prepared or incomplete may be declared informal.
- .3 Contractor submissions may be withdrawn at any time before the specified closing time.
- .4 OAHS reserves the right, at its discretion, to enter into discussions or to negotiate with any Proponents as it sees fit, or with another Proponent or Proponents concurrently. In no event will OAHS be required to enter into discussions or negotiations on similar or other terms or offer any modified terms to any other Proponent prior to entering into a contract. OAHS shall incur no liability to any Proponent as a result of these discussions, negotiations or modifications. Such negotiations shall not affect the irrevocability of this submission as specified, which irrevocability shall remain in full force and effect, until such time as the submission is accepted or the submission expires or the Proponent and OAHS mutually agree in writing on any modified terms as a condition to OAHS acceptance of this submission.
- .5 Each party making a submission acknowledges and agrees, by making the submission, that OAHS will have no liability or obligation to any Proponent except only the party, if any, awarded the contract by OAHS in its sole discretion, and agrees that, if not awarded the contract, OAHS shall be fully and forever released and discharged of all liability and obligation in connection with the submission and all procedures which have preceded.
- .6 Submissions which fail to conform to these instructions to proponents may be disqualified or rejected. Anything to the contrary herein notwithstanding, OAHS may at its sole discretion elect to retain for consideration submissions which are non-conforming, and may waive any irregularity, failure to comply or time stipulation required by these instructions to proponents. The stipulations herein are for the sole benefit of OAHS and may be waived by OAHS unilaterally.
- .7 OAHS reserves the right to cancel this Request for Tenders without any obligation or any reimbursement to Proponents or proposed Proponents.

- .8 Proponents are advised that after receipt of their submission and prior to award of Contract, any Proponent may be required to provide to OAHS with additional information clarifying any matters relating to the Proponent or submission, including, but not limited to, a further breakdown of relevant components of the submission. OAHS may, at its sole discretion, choose to meet with any or all of the Proponents to discuss aspects of their Bids that OAHS determines require such clarification.
- .9 OAHS is not obliged to seek clarification of any aspect of any submission.

### 3.3 General Terms

- .1 After closing time, only additional information specifically requested by OAHS for purposes of clarification shall be considered as additional to, and part of the Bid.
- .2 This Request for Tenders is made available only for the purpose of obtaining submissions for this project. Their issue does not confer a license or grant for other purposes.
- .3 OAHS reserves the right to determine if successful proponents will be announced.
- .4 All materials submitted by the company in response to this Request for Tenders will become the property of OAHS and will not be returned.
- .5 OAHS will not assume any responsibility for costs incurred by proponents in the preparation of their response to this Request for Tenders or any subsequent presentations.
- .6 Information pertaining to OAHS obtained by proponents as a result of participating in this Request for Tenders is confidential and shall not be disclosed by the proponents without prior authorization in writing from the Owner.
- .7 Submissions will be opened after the time of receipt of submissions.
- .8 Submissions will be opened privately by OAHS and, as required, in the presence of other representatives as deemed necessary by OAHS.
- .9 Bids are to be submitted firm and irrevocable and open for acceptance at any time during the period specified.

### 3.4 Lowest Cost Proposal

- .1 The lowest cost or any proposal will not necessarily be accepted. OAHS further reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interest of the OAHS in its sole and unfettered discretion.

### 3.5 Procurement

- .1 OAHS reserves the right to verify any and all information provided by the Contractor.
- .2 OAHS reserves the right to negotiate changes to the scope of work with the successful contractor.

OAHS reserves the right in its sole discretion to cancel and/or re-issue this RFT at any time before the award of the contract.

### 3.6 Tender Price

- .1 Provide a tender price to carry out the Renovation Construction Services for

<b>Sault Ste Marie Heat Pump Tender</b>
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as per specifications attached. The tender price is to be stated as a fixed amount showing a clarified breakdown of line item costs, subcontractor services and any other costs required to complete the Renovations Services as per Scope of Work attached. HST is extra, this must be clearly presented.

### 3.7 Standard Terms & Conditions

- .1 Submission of a quote for this Tender constitutes your agreement to the "Ontario Aboriginal Housing Services Standard Terms and Conditions for Purchase Orders" available at [www.OntarioAboriginalHousing.ca/vendor-portal/](http://www.OntarioAboriginalHousing.ca/vendor-portal/) or accessed by visiting [www.OntarioAboriginalHousing.ca](http://www.OntarioAboriginalHousing.ca) and clicking on Resources then Vendor Portal.



## Request for Tender

### Sault Ste Marie Heat Pump Tender

#### BID FORM

We have carefully examined the Request For Tender (RFT), related documents and Contract Documents. We hereby submit our tender and agree to enter into a contract with the Ontario Aboriginal Housing Services to perform all **Construction** required by the Contract Documents.

Contract Price: Addendums received - \_\_\_\_\_

The Contract Price, excluding HST. Is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

HST of 13% payable by the *OAHS* to the contractor is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

Total Amount payable by *OAHS* to the contractor for the completion of the Construction Services in Canadian Funds, including HST, is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

For the purposes of scheduling, *OAHS* would like to know when the work is expected to be completed. We estimate the completion time of construction to be \_\_\_\_\_ weeks from the time of commencement.

\_\_\_\_\_  
Name of contractor Address

\_\_\_\_\_  
Contact Person Phone # Fax # E-Mail Address

\_\_\_\_\_  
Name and title of authorized person signing

\_\_\_\_\_  
Signature