



61 WELLINGTON ST



**Social Services | Services Sociaux**  
**Zhawenimi-Anokiitaagewin**

Sault Ste. Marie District

**Here to help.**  
**Ici Pour Aider.**

**Sault Ste. Marie Housing Corporation**

548 Albert St. E

Sault Ste. Marie, ON P6A 7A7

REQUEST FOR TENDER

PTC 2024-02

**61 Wellington St. E**

**District of Sault Ste. Marie Social Services**

**New Build 4Plex**

Sault Ste. Marie, ON.

Issue Date: June 27, 2024

June 27, 2024

**SUBJECT: REQUEST FOR TENDERS**

**PTC 2024-02**

**New Build-Four Plex**

**61 WELLINGTON STREET EAST, SAULT STE. MARIE, ONTARIO**

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The Sault Ste. Marie Housing Corporation ("**SSMHC**") invites sealed proposals for the above-noted Project at the location listed in the enclosed documents.

In order to be considered, all tenders must be received by the Sault Ste. Marie Housing Corporation, 548 Albert Street East, Sault Ste. Marie, ON P6A 7A7, no later than JULY 18, 2024 at 12:00 P.M. LOCAL TIME at which time the proposals will be publicly opened.

Please complete the tender and other related forms as applicable and return in the envelope provided.

Regards,



Jeff Barban,

Director of Housing Services

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**PART 1: INSTRUCTION TO SUCCESSFUL BIDDERS****1. GENERAL DESCRIPTION OF WORK**

- 1.1 The purpose of this Request for Tender is to invite Bidders to prepare competitive bids for the supply of all materials, labour and equipment required to construct a turnkey four unit dwelling according to affixed specifications and drawings at 61 Wellington Street East, Sault Ste. Marie, ON. as set out in this Request for Tender. The “dwelling” can be constructed using the methodology preferred by the successful bidder- i.e. stick built, modular or panel system. The panelized system shown on the affixed Architectural drawings is for reference and it is not a necessity to comply with this Tender.
- 1.2 If awarded, the Bidder will be responsible for applying and paying for all required permits, including building permits, through the City of Sault Ste. Marie. A copy of all permits shall be submitted to the Sault Ste. Marie Housing Corporation (“**SSMHC**” or the “**Owner**”) prior to commencing the Work.

**2 ANTICIPATED SCHEDULE & COMPLETION DATE**

- 2.1 The approximate expected schedule for the Work is as follows:

**Start date:** Upon receipt of Purchase Order

**Substantial Completion date:** Twenty four (24) weeks from the date of the signing of the agreement.

- 2.2 All Successful Bidders are to allow for this schedule when submitting their bid.

**3 SITE LOCATION**

- 3.1 The project site is located at:

61 Wellington St. East, Sault Ste. Marie, ON

**4 INQUIRIES**

- 4.1 The Owner makes no representations or warranty as to the accuracy or completeness of the information provided in connection with this PTC and disclaims all express and implied representations, warranties and conditions in connection with this PTC. Successful Bidders should make their own investigations, projections and conclusions, and consult their own advisors, to independently verify the information contained in this PTC, and obtain any additional information that they may require, prior to submitting their Proposals.

Each Bidder shall review this PTC in a reasonable and prudent manner and satisfy itself that this PTC is complete and clear. Bidder’s finding discrepancies, errors or omissions, or having questions or comments, shall immediately notify the Infrastructure and Asset Manager. All correspondence must be received in writing and reference the PTC title in the subject line and be received by the Question Submission Deadline in Article 4.2. No oral communication will be considered binding. The contact person for all matters related to this PTC is:

Denis Rooney  
Infrastructure and Asset Manager  
Sault Ste. Marie Housing Corporation  
548 Albert St. E  
Sault Ste. Marie, ON P6A 7A7

Telephone: (705) 989-5305 Email: [d.rooney@socialservices-ssmd.ca](mailto:d.rooney@socialservices-ssmd.ca)

- 4.2 All inquiries must be submitted in writing via email **no later than Friday, July 12, 2024 by 12:00 p.m. LOCAL TIME**. To permit consideration by SSMHC and its consultants, Successful Bidder's are encouraged to submit inquiries at an early date.
- 4.3 SSMHC may, in its discretion, amend, clarify or revise this Request for Tender by issuing formal addenda to this Request for Tender prior to Tender Closing. In their submission, Bidder's must acknowledge receipt of all addenda received from SSMHC.
- 4.4 Where an addendum is issued, Bidder's will be notified on the Social Services website located at [www.socialservices-ssmd.ca/housing/info-for-contractors](http://www.socialservices-ssmd.ca/housing/info-for-contractors). Any addenda concerning the site or drawings will be posted by July 11, 2024 no later than 3:00 P.M EST and any addendum concerning the bid submission date will be posted by July 16, 2024 no later than 12:00 P.M EST. The Bidder is responsible for ensuring they receive a copy of any addenda issued.

## 5 **ACCESS TO SITE**

- 5.1 Bidder's may schedule a site visit by contacting:

Denis Rooney  
Infrastructure and Asset Manager  
Sault Ste. Marie Housing Corporation  
548 Albert St. E  
Sault Ste. Marie, ON P6A 7A7

Telephone: (705) 989-5305 Email: [D.Rooney@socialservices-ssmd.ca](mailto:D.Rooney@socialservices-ssmd.ca).

## 6 **BID SUBMISSION / SUBMISSION LOCATION**

- 6.1 Bids must be received at the following location prior to Tender Closing:

Sault Ste. Marie Housing Corporation  
548 Albert St. East  
Sault Ste. Marie, ON P6A 7A7

- 6.2 (2) Hard copies of tender bid are required. Electronic or USB submissions are not acceptable.
- 6.3 Bids submitted by other means, including fax or email, will not be accepted.

Bids will be opened publically immediately after Tender Closing.

## 7 **SUBMISSION DEADLINE**

Bids must be submitted at the address listed in Article 5.1 by **12:00:00 PM** Eastern Time on **Thursday July 18, 2024**. Faxed Proposals will not be accepted. Bids delivered after the Bid Submission Deadline will be time stamped and returned to the Bidder unopened. Unsealed Bid envelopes will be time stamped and returned to the Bidder unopened.

## 8 **REQUIREMENTS AT THE TIME OF BID SUBMISSION**

- 8.1 Bidders shall complete and fully execute Schedule A - Tender Submission Form, and include all relevant appendices with their bid. Bids must be submitted in a sealed envelope. Bidders' shall include the Bidder's name and return address on the envelope.

- 8.2 All writing shall be with ink or printer except with signature of the Bidder, which shall be written with ink. The total amount of the firm, fixed tender price shall be given in both writing and numerals. If there is any discrepancy in the Tender Submission Form or documents submitted by the Successful Bidder between any amount shown in writing and in numerals, SSMHC may choose to accept the amount shown in writing or to reject the bid.
- 8.3 The Tender Submission Form shall be properly signed. If the Bidder is a partnership, each member shall sign the tender. If the Bidder is a corporation, it shall execute the tender by its duly authorized officers.
- 8.4 The Bidder shall submit its bid on the basis of using the products, materials and methods indicated or specified in the Request for Tender. Where alternatives are listed, use one only from the list.
- 8.5 Bidder's shall include all proposals to substitute other products, materials and methods for those indicated or specified in the Request for Tender, under material variations, but do not include proposed substitutions in the firm fixed tender price. For each proposed substitution, submit the name of the manufacturer or supplier, the trade name, an explicit description, the amount by which the firm fixed tender price would be changed and all other information necessary for the evaluation of the proposal.
- 8.6 SSMHC in its sole discretion will determine which, if any, substitutions will be accepted and the Agreement price will be adjusted accordingly. The accepted products, material or method will become part of the Agreement.
- 8.7 And the fixed tender amount shall be stated in Canadian dollars, and shall include all materials, labour, equipment, services, permits and incidentals required for performance and completion of the Work. Harmonized Sales Tax (H.S.T.) is to be included with the total tender amount.
- 8.8 Upon request, a Bidder shall verify any information, including price, contained in its bid, and any bid may be rejected if SSMHC is not satisfied with the information furnished.
- 8.9 In submitting a bid, the Bidder represents and warrants that it has reviewed this Request for Tender including all addendums in full, and that the pricing in its bid accounts for all of the Bidder's obligations therein. The prices stated in the successful bid will be fixed and included in the Agreement for execution, and will thereafter be subject to adjustment only in accordance with the terms of the Contract.
- 8.10 The Bidder represents and warrants that every statement in its bid is accurate and complete, and acknowledges that SSMHC is relying on such representations and warranties in selecting the successful bid and entering into the Contract. Misrepresentation in the successful bid may be grounds for SSMHC to cancel or terminate the Contract.

## **9 BIDS IRREVOCABLE**

- 9.1 Bids shall not be withdrawn or modified, and shall remain firm, irrevocable and open for acceptance by SSMHC for a period of thirty (30) days after Tender Closing.
- 9.2 In the event that SSMHC deems it necessary to extend the thirty (30) day period, SSMHC shall, prior to the expiration of such period, provide Successful Bidder s with written notice to that effect, whereupon a Bidder shall have five (5) business days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the notice or withdraw their bid. In the event that a Bidder does not respond in writing within the five (5) business days described above, the Bidder shall be deemed to have accepted the requested extension.

**10 BID AND PERFORMANCE SECURITY AND OTHER BONDING****10.1 Bid Security**

- 10.1.1 The Bidder shall include together with the Bidder's Tender Submission Form any one of a Bid Bond from a Surety acceptable to the Owner, a certified cheque, a Bank Draft or an irrevocable Letter of Credit in favour of the Owner in an amount equivalent to 10% of the submitted Bid price, valid for a period of thirty (30) days from the date of tender closing unless otherwise stipulated in the Tender Submission Form.
- 10.1.2 Such deposit shall be security to the Owner that the tenderer, if successful, will execute the Agreement documents and supply the Agreement Performance Security in accordance with Section 00200, Clause 4.2.
- 10.1.3 Failure to comply with Clause 10.1.2 may result in forfeiture of the Bid Security.
- 10.1.4 Bid Security of all tenderers, except the lowest and second lowest tenderers will be returned within three (3) business days of the award of the Contract.
- 10.1.5 The Bid Security of the two low tenderers will be returned when the Agreement has been awarded in accordance with Section 00200, Clause 8.

**10.2 Performance Security**

- 10.2.1 The Successful Bidder shall provide, at the Successful Bidder's costs, Performance Security in favour of the Owner in order to secure the due and faithful performance of the Agreement, which shall be as follows:
- 10.2.1.1 a Performance Bond is issued by a Surety Company acceptable to the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Bid Price;
- 10.2.1.2 If the Bid price is less than \$1,000,000.00, but over \$500,000.00, the following alternate forms of security are acceptable in lieu of such Performance Bond:
- 10.2.1.3
- 10.2.1.3.1 an irrevocable letter of credit, bank draft, or certified cheque;  
or
- 10.2.1.3.2 bearer or negotiable bonds of Canada, the Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or
- 10.2.1.3.3 such other collateral as may be acceptable to the Owner and in each case, the alternate forms of security shall be equivalent to 20% of the Bid Price.
- 10.2.1.3.4 if the Bid price is less than \$500,000.00, no Performance Bond is required.
- 10.2.2 If the Successful Bidder fails to meet the requirements of this section within seven (7) business days of receipt by the Agreement of the award letter, then the Owner



at its sole option may terminate the Agreement and use the Bid Security toward damages.

- 10.2.3 If the Security is in the form of a Performance Bond, the document shall be retained by the Owner for a period of two (2) years from the date on which the last payment under the Agreement falls due, after which it will be returned to the Successful Bidder on the Successful Bidder's request.
- 10.2.4 If alternate security is provided pursuant to this section it will be returned to the Successful Bidder forty-five (45) days after completion of the Work and the correction of all deficiencies. If deficiencies involve seasonal work which must be postponed, the security shall be reduced to an amount equal to the value of the work which remains to be completed and the balance of the security returned to the Successful Bidder forty-five (45) days after all other work is completed.
- 10.2.5 If the Bid Price is greater than \$500,000, the Successful Bidder shall also provide, at the Successful Bidder's cost, a Labour and Material Payment Bond, in the Owner's approved form which is attached hereto, and it shall be in an amount equal to 50% of the total Bid Price.

**11 RIGHT TO AMEND OR CANCEL THIS REQUEST FOR TENDER**

- 11.1 SMHC reserves the right to modify, suspend or cancel this Request for Tender at any time for any reason (including if the prices in the bids exceed available funding) and to reissue a Request for Tender, or to undertake another procurement process for the Work, or to obtain the Work in some other manner or to decide not to proceed with the Work or part of it.

**12 FORM OF AGREEMENT**

- 12.1 The Agreement between the Owner and the Successful Bidder will be the Canadian Construction Documents Committee's CCDC 2 – 2020 – Stipulated Price Contract, CCDC 2 Supplementary Conditions and Appendices to the supplementary Conditions.
- 12.2 If a Agreement is awarded, the following documents will all form part of the Agreement:
  - PART 1 – Instruction to Successful Bidder
  - SCHEDULE A - Tender Submission Form
  - Stipulated Price Agreement CCDC 2 - 2020
  - CCDC 2 Supplementary Conditions and the Appendices to the Supplementary Conditions
  - Specifications with Appendices and Addenda
  - Schedules
  - Award Letter
  - Purchase Order
- 12.3 SSMHC reserves the right to amend or supplement the Tender Documents at any time prior to Tender Closing. Additional information, changes, clarifications or corrections made by SSMHC or its consultant on SSMHC's behalf to the Tender Documents shall be issued in the

form of addenda which will become part of the Agreement and shall be covered in the tender price. The Successful Bidder shall acknowledge receipt of these addenda in the space provided in Schedule A – Tender Submission Form.

### **13 EXAMINATION OF THE SITE, DRAWINGS AND SPECIFICATIONS**

The Bidder shall review the Tender Documents including the Drawings, Specifications and examine site of the proposed Work. The Bidder shall report promptly to the Consultant any error, inconsistency or omission the Bidder may discover. Such review shall be to the best of the Bidder's knowledge, information and belief, exercising the knowledge and skill of any experienced Contractor. The Bid Price shall include the cost to the Bidder of relocations, coordination and completion Work readily discoverable or properly inferable from the Tender Documents including the Drawings and the Specifications and the accommodation of inconsistencies, conflicts, interferences and gaps in the Drawings and Specifications. In making this review, the Contractor does not assume any responsibility to the Consultant or the Owner for the accuracy of the review. If the Bidder does discover any error, inconsistency or omission in the Tender Documents, the Bidder shall notify the consultant by email immediately for clarification from the Consultant. The Contractor acknowledges that the Drawings are, in part, diagrammatic and are intended to convey the scope of the Work and indicate general and approximate locations, arrangements and sizes. Before submitting a bid, the Bidder must fully inform itself of the existing conditions, limitations and difficulties that may arise and include in its bid the cost of all labour, materials and services required to complete the Work and fulfill the Agreement.

13.1 Before submitting a bid, the Bidder shall ascertain, from the relevant authorities, the availability and existing locations of all services to the project, and without limiting the generality of the foregoing, in particular such services as electric light, power, sewers, water supply, gas, telephone and transportation and availability of roads for traffic, and shall ascertain what prior notice will be required for the installation of the service to the project.

13.2 At SSMHC's discretion, questions arising from the Bidder's inspection at the site will be answered in addenda. Existing building information may be available for inspection at the SSMHC's office. The Bidder shall interpret existing building information according to his own judgment and not rely upon it as an accurate description of subsurface conditions which may be found to exist.

13.3 The Bidder shall report any ambiguities, discrepancies, errors, non-compliance with applicable codes or standards, or omissions in the Tender Documents or this Request for Tender to SSMHC and request clarification or correction thereof in accordance with Section 4 "INQUIRIES". By submitting its bid, the Successful Bidder will be deemed to have accepted the Tender Documents, including all specifications and drawings, as being accurate and the Owner will not approve any extra charges subsequent to acceptance of the Bidder's bid which arise from any ambiguities, discrepancies, errors, non-compliance, or omissions in the Tender Documents or this Request for Tender which could have or should have been identified through the Bidder's due diligence prior to bidding.

### **14 QUALIFICATION INFORMATION**

14.1 The Bidder may be required to furnish names of references conversant with the Bidders performance on similar work, the names and experience of senior personnel to be used on the work, and such statements of the Bidder's financial resources as SSMHC may deem necessary.

14.2 SSMHC reserves the right to require any Bidder to submit qualification information prior to the award of the Agreement which qualification information shall include the submission of evidence of the capability of the Bidder to carry out and to maintain properly the work and the

equipment, together with details of the qualifications of the Bidders' staff that may be employed in the execution of the Contract.

14.3 SSMHC reserves the right of interpretation of qualification information and any decisions made by SSMHC based upon its findings which may affect the award of the Agreement shall be final.

14.4 SSMHC reserves the right to give preference to materials, products and equipment:

- 14.4.1 of Canadian origin and manufacture,
- 14.4.2 which are environmentally friendly,
- 14.4.3 which are energy efficient

**15 BIDDERS' PROJECT TEAM**

15.1 The Bidders' Project team will consist of staff from the Bidders' organization. The Bidder is required to submit an organizational Chart (Appendix "B"), identifying by name and corporate affiliation all Key Personnel and their positions on the Project. The Chart should indicate staffing and reporting for both office and field personnel. On no more than a single sheet of 8.5 X 11 paper for each Key Personnel named indicate the name, qualifications and related design and construction experience of each key and back up person that will be assigned to the Project. Note: The Owner expects that Key Personnel will be the team assigned to the Project and any substitution will be in accordance with the Agreement.

The Key Personnel shall include the following for management and construction of the Work that are applicable, such as:

- Principal in Charge
- Project Leader
- Superintendent
- Mechanical Project Leader
- Electrical Project Leader

**16 PRICE BREAKDOWN**

16.1 Immediately upon the opening of tenders the Bidder may be requested to submit a detailed breakdown (trade by trade) of the cost of the work. SSMHC will indicate the amount of detail required and the Bidder must present the information promptly.

**17 BID ACCEPTANCE AND REJECTION**

17.1 SSMHC will conduct an evaluation of all compliant Bids. Bids will be evaluated as follows:

CRITERIA	SCORING
<p><b>Mandatory Requirements</b></p> <p>Completeness of the submitted Bid, including completion of all fields including Schedule A and Appendices A &amp; B.</p>	Pass / Fail
<p><b>Pricing</b></p>	100%

- 17.2 SSMHC is not obliged to award any Agreement as a result of this Request for Tender.
- 17.3 The final acceptance of bids and award of any Agreement is subject to approval by the SSMHC Board of Directors and to the availability of funding for an Agreement that SSMHC may award. SSMHC will not have any liability for any costs, expenses, loss, or damages incurred by a Bidder as a result of the failure of the SSMHC Board of Directors to approve final acceptance of a bid or award of a contract, or as a result of the failure by SSMHC to receive funding for a contract.
- 17.4 Conditional or qualified bids will be rejected as non-compliant. Incomplete bids shall be deemed non-compliant unless the information omitted is not substantially material, in which case SSMHC may ask the Bidder to provide the omitted information and, on receipt, may consider the bid. SSMHC reserves the right to waive the formalities in this Request for Tender and to disregard any irregularity in the bids received, in accordance with SSMHC's Procurement Policy (copy available upon request).
- 17.5 The determination that a bid is non-compliant or does not meet the requirements in the Request for Tender is within the sole and absolute discretion of SSMHC, and the Bidder acknowledges that SSMHC's decision in this regard is final.
- 17.6 SSMHC reserves the right to seek clarification of the contents of any bid or to require a Bidder to submit further documentation. Following Tender Closing, SSMHC may request to meet with any Successful Bidder to discuss any aspect of its bid.

## **18 AWARD OF AGREEMENT**

- 18.1 When a Tender is called for more than one project, an Agreement may be awarded on the basis of all or any one or more of the projects, unless otherwise stated in the Request for Tender.
- 18.2 The Owner has up to thirty (30) days after the date of tender closing to notify the Successful Bidder that his Tender is accepted, unless this period is extended in accordance with Article 7.
- 18.3 The Agreement shall be deemed to be awarded on the date that SSMHC advises the Successful Bidder in writing of such award.
- 18.4 If the Successful Bidder alters or withdraws the Successful Bidder's bid after Tender Closing or if the Successful Bidder does not provide insurance or other documents in accordance with Article 18.5 "REQUIREMENTS AT THE TIME OF AGREEMENT EXECUTION" within the times specified, then SSMHC may reject the Successful Bidder 's bid.
- 18.5 If the Successful Bidder that is awarded an Agreement for the Work cannot complete the Work as specified, SSMHC, at its sole discretion, may issue the remainder of Work to the contractor of its choice.

## **19 REQUIREMENTS AT THE TIME OF AGREEMENT EXECUTION**

- 19.1 The Bidder who has submitted the successful bid shall submit the following documentation in a form satisfactory to SSMHC within ten (10) working days of its receipt of notice of Agreement award from the SSMHC and a request from the SSMHC to submit:
- 19.1.1 A copy of the Successful Bidder 's insurance policies for those insurance coverages required by the Contract;

- 19.1.2 The Successful Bidder 's current WSIB Clearance Certificate or WSIB issued "status determination" letter;
- 19.1.3 a copy of the Successful Bidder 's existing Corporate Health and Safety Policy and Program in electronic format, where required under the Occupational Health and Safety Act, and any other safe work procedures or safety practices applicable to the Work; and,
- 19.1.4 performance security, if required in accordance with Section 10.2 "Performance Security".
- 19.1.5 List of subcontractors as per Schedule A, Article 4.

## **20 CONSTRUCTION SAFETY**

20.1 From the date of commencement of the Work until the date of completion of the Work, the *Successful Bidder* shall assume overall responsibility for, and shall be solely responsible for, construction health and safety at the *area of the Work* (*Owner's* own forces or other Contractors, or any other person employed by any of them, and each of their respective employees, directors, officers, agents, and invitees, and whether or not any Agreement relationship exists between the *Successful Bidder* and such person (collectively the "**Properties Work**") and for compliance with the rules, regulations, and practices required by, and other requirements of, the OHSA. Without limiting generality of without limiting generality of the foregoing:

20.1.1 the *Successful Bidder* acknowledges and agrees that the *Successful Bidder* is the *Successful Bidder* in respect of the area of Work and the *Successful Bidder* shall carry out and fulfill the duties and responsibilities of the *Successful Bidder* and those set out in Article 1.a; and

20.1.2 the *Successful Bidder's* duties, obligations, and responsibilities shall also include, and the *Successful Bidder* shall carry out and fulfill, the *Owner's* duties and responsibilities as an Employer in relation to workplace safety in respect of the Work, and the Place of the Work.

20.1.3 Prior to the commencement of the *Work*, the *Successful Bidder* shall submit to the *Owner*:

20.1.3.1 current Workplace Safety & Insurance Board Clearance Certificate;

20.1.3.2 copies of the *Successful Bidder's* insurance policies having application to the Properties or certificates of insurance, at the option of the *Owner*;

20.1.3.3 documentation setting out the *Successful Bidder's* in-house safety programs; and

20.1.4 Without limiting the generality of paragraph 6.1, the *Successful Bidder* has provided, and shall continue to provide, the appropriate health and construction safety instruction and training to the *Successful Bidder's* employees, attending on the work area;

20.1.4.1 the *Successful Bidder* shall establish, initiate, maintain, supervise and comply with all safety precautions, policies, and programs with respect to the *Work* and shall be responsible for compliance with such precautions, policies, and programs ;

20.1.4.2 the *Successful Bidder* shall report to the Owner all health and safety violations of the Successful Bidder 's health and safety program and plan and any charges from the Ontario Ministry of Labour, Immigration, Training and Skills Development that are related to the *Work*, including Successful Bidder 's response, no later than one (1) Working Day after such incident.

20.1.5 The Successful Bidder represents and warrants and shall provide evidence to the Owner upon request that the Successful Bidder and Consultants, Other Consultants, Sub Contractors and Suppliers have in place safety programs, and that all employees of the *Successful Bidder* and have received training in occupational safety, all in compliance with the requirements of the OHSA and are effectively enforcing the applicable safety programs.

20.1.6 The Owner may request the *Successful Bidder* to stop the progress of the *Work* whenever in the reasonable opinion of the Owner there is danger to safety, life or property. However, and for greater certainty, any such action by the Owner is a temporary, emergency measure which the Owner and *Successful Bidder* agree, does not derogate from, limit, relieve or otherwise alter the Successful Bidder's obligations as the *Successful Bidder* for the awarded work.

20.1.7 The Successful Bidder acknowledges that all employees of the Successful Bidder and/or its subcontractors executing work on SSMHC property are required to have a valid identification card that confirms the worker has attended a "Standardized Safety Orientation Course" administered by the Sault Safe Community Partnership, or the Sault Ste. Marie Construction Association or an equal Safety Course as determined by SSMHC.

## **21 LIABILITY INSURANCE**

The Successful Bidder will be required to carry Commercial General Liability insurance with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the Proponent, the Owner may agree to increase the deductible amounts.

## **22 LIMITATION OF LIABILITY**

22.1 SSMHC shall have no liability for any costs, expenses, loss, or damages of any Bidders in the event that SSMHC rejects all responses to this Request for Tender, amends or terminates the Request for Tender, awards a Agreement to the Successful Bidder who has not submitted the lowest price, or disqualifies a Successful Bidder who has submitted a non-compliant bid or has a conflict of interest or unfair advantage.

22.2 The Bidder acknowledges that SSMHC will not reimburse the Successful Bidder for any costs incurred in preparation of a bid.

**END OF SECTION**

Mr. Jeff Barban  
Sault Ste. Marie Housing Corporation  
548 Albert Street East  
Sault Ste. Marie, ON P6A 7A7

**RE:** PTC 2024-02  
4Plex New Build

**LOCATION:** 61 Wellington Street, East  
SAULT STE. MARIE, ONTARIO

**TENDER CLOSING:** Thursday, July, 18, 2024  
@ 12:00 P.M. LOCAL TIME

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I/We, the undersigned, have carefully read and examined this Request for Tender and all of its Schedules in their entirety. We agree to be bound by their terms and conditions, including but not limited to the provisions relating to the limits place on my/our ability make a claim against SSMHC, and to submit the documentation required, when required.

**1 BIDDER INFORMATION**

<b>Information</b>	<b>Response</b>
Legal Name of Successful Bidder	
Mailing Address	
Head Office Address (if different)	
Contact Person	
Phone Number	
Mobile Number	
Fax Number	
Email Address	



**2 PRICE**

Having carefully examined the Documents and visited the site and examined all conditions, I/We agree to provide all materials, labour, equipment, services, permits and incidentals required for performance and completion of the above-referred project, all in full accordance with the Documents, for the **total lump sum fixed price** of:

(a)	Lump Sum Fixed Price	\$
		_____
(b)	Harmonized Sales Tax (HST)	\$
		_____
(c)	<b>Total Lump Sum Fixed Price, including HST</b>	\$
		_____

The total lump sum fixed price, including HST, in writing, is:

\_\_\_\_\_ /100 Canadian Dollars

**3 ALTERNATIVES**

Further to our bid, I/we propose the following substitute products listed below showing the addition to or a deduction from the bid amount:

Description of Proposed Alternative	Addition to Contract	Deletion to Contract
*Please attach addition sheets if more room is required for additional Proposed Alternatives		

I/We acknowledge that each of the above proposed alternative(s) is subject to the written approval of SSMHC.

**4 SUBAGREEMENT WORK**

If my/our bid is accepted, it is our intention to employ subcontractors in accordance with the General Conditions of the Contract. All portions of the work, other than those to be placed with the subcontractors will be executed by ourselves with our own workforce. List of sub trades for trade work is listed below.

SECTION	TRADEWORK	SUBCONTRACTOR

I/we acknowledge and agree that there shall to be no change to the above list without the written consent of SSMHC.

**5      ADDENDA**

I/We agree acknowledge receiving and examining all addenda issued by SSMHC, as listed below:

ADDENDUM NUMBER	DATE

*(If no addenda have been received, indicate "NIL" in the spaces provided.)*

**6      COMMENCEMENT AND COMPLETION**

This bid will be considered accepted and a binding Agreement entered into, upon receipt of a duly authorized Purchase Order. The Agreement Documents listed in this Request for Tender shall constitute the Contract, subject to such modification as may be agreed to in writing between the parties.

If awarded the Contract, I/We agree and undertake to:

- (a) commence the Work immediately upon being notified in writing to do so by SSMHC by Purchase Order, and that the Work will be on a continuous basis;
- (b) complete the work in a manner acceptable to SSMHC within 30 Days of date of receiving the Purchase Order;

- (c) complete whatever additional or extra work may be required, in accordance with the Contract
- (d) submit a progress schedule, on the form attached.

### **NO COLLUSION / CONFLICT OF INTEREST**

I/We expressly declare and warrant that the prices contained in my/our bid are quoted in utmost good faith, intended to be competitive, and have been arrived at independently without any collusive arrangement or agreement with any other person or partnership or corporation, including any competitor.

I/We expressly declare and warrant that I/We are not party or privy to any deceit tending to mislead SSMHC into accepting my/our bid as a truly competitive bid whether to the prejudice, injury or benefit of SSMHC.

I/We expressly declare that no member of SSMHC has or will have an interest indirectly or directly as a contracting party, partner shareholder, surety or otherwise

### **7 IRREVOCABILITY**

I/We agree and confirm that this bid is irrevocable and is to continue to be open to acceptance by SSMHC for a period of **30 days** after Tender Closing, unless extended.

### **8 BID SECURITY**

A bid bond, certified cheque or irrevocable letter of credit in the amount of **10% of bid** is attached.

### **9 APPENDICES**

All appendices have been be completed and included with this Tender Submission Form, as follows:

- (a) Bid Security
- (b) Appendix A- Experience/References & Appendix B- Qualifications

SIGNED AND SEALED THIS

DAY OF

, 20

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Full legal name of Successful Bidder (Corporation, Partnership or Individual)

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**1) Authorized Signing Officer**

(I/We have the authority to bind the company)

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**Title**

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**Signature**

---

**Witness**

*(Must be witnessed if no seal)*

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**2) Authorized Signing Officer**

(I/We have the authority to bind the company)

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**Title**

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**Signature**

---

**Witness**

*(Must be witnessed if no seal)*

**NOTE:** SUCCESSFUL BIDDERS ARE ADVISED THAT FAILURE TO COMPLETE THIS FORM WILL BE CAUSE FOR DISQUALIFICATION OF THE BID.

**\*Affix Corporate Seal**

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**References**

Proponents who have not undertaken work of this nature with this office in the past two years are required to complete Appendix "A" giving a brief description of their company and a list of recently completed projects of this nature complete with references from Owners or Consultants involved in the installations.

Tender Award will be made on the basis of verified acceptable references, completed projects, and tender price, notwithstanding the owner's right to reject any or all of the submitted tender.

**COMPANY NAME:** \_\_\_\_\_

**BRIEF DESCRIPTION:**

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**PROJECT:**  
(Include Location & Date Completed)

**REFERENCES:**  
**OWNER OR CONSULTANT**  
(Include Name & Address)

**Contractor Qualifications**

Proponents are required to complete **Appendix "B"** by providing resumes of key personnel working on the project, current workload, financial standing (Current Balance Sheet), proof of insurance and safety scores.