

Request for Quotation (RFQ) – Mechanical Services

MN-S CALL FOR MECHANICAL SUBCONTRACTING MÉTIS NATION - SASKATCHEWAN



Contents

RFQ OBJECTIVE	2
RFQ CONTACT INFORMATION	
SUBMISSION DEADLINE	
ETHICS AND PROFESSIONALISM	2
DELIVERABLES	
PROJECT SCHEDULE	4
EVALUATION	4
CONFLICT OF INTEREST	5
Appendices	6
PROPONENT INFORMATION FORM	6
METIS PARTICIPATION FORM	8
PROPONENT EXPERIENCE/REFERENCE FORM	9
PRICING FORM	11
PROPOSED SCHEDULE FORM	
TERMS AND CONDITIONS	13



RFQ OBJECTIVE

This Request for Quotation (RFQ) invites qualified Metis Mechanical contractors to submit a quote for Mechanical repair and supply at 306 20th Street East, also known as the Vienna Building. The project entails a series of specific repairs and component replacements across multiple suites. These include addressing critical parts such as inducer motors, high limits, flame rods, circuit boards, and circuit breakers to maintain optimal furnace performance and reliability.

RFQ CONTACT INFORMATION

Métis Nation Saskatchewan - Secretariat Inc.		
Address	310-20 th Street East, Saskatoon, SK	
Contact Name	Melissa Pederson, Manager - Infrastructure	
Email	Procurement@mns.work	

SUBMISSION DEADLINE

Responses must be received before March 22, 2024, 16:30 (Saskatchewan, C.S.T). Only RFQs submitted to the RFQ contact information will be considered.

ETHICS AND PROFESSIONALISM

Responses to bid solicitations, requests for standing offers, and requests for supply arrangements must be made honestly, fairly, and comprehensively, accurately reflecting their capacity to satisfy the requirements stipulated in the bid/offer/arrangement or contract documents.

Respondents may submit bids/offers/arrangements and enter contracts only if they can fulfill all stipulated obligations. Furthermore, vendors



and their sub-contractors have a duty of good faith and honest performance before and during the bidding process.

DELIVERABLES

Delivery De	estination	: 306 20th	Street East
Service	Furnac e Make	Furnace Model	Service Description
Furnace Repair	Lennox	G26Q2-50-3	Suite 203 replace inducer motor,high limit and flame rod
Furnace Repair	Lennox	G26Q2-50-3	Suite and 207 replace circuit board and circuit breaker.
Furnace Repair	Lennox	G26Q2-50-3	Suite 208 replace flame sensor
Furnace Repair	Lennox	G26Q2-50-3	Suite 209 replace inducer motor
Furnace Repair	Lennox	G26Q2-50-3	Suite 301 replace inducer motor
Furnace Repair	Lennox	G26Q2-50-3	Suite 302 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 306 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 307 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 310 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 403 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 405 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 406 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 407 high limit should be replaced
Furnace Repair	Lennox	G26Q2-50-3	Suite 408 replace inducer
Furnace Repair	Lennox	G26Q2-50-3	Suite 409 replace inducer and high limit



Supply of Parts	Lennox	G26Q2-50-3	15 replacements Inducers
Supply of Parts	Lennox	G26Q2-50-3	Six Motherboards
Supply of Parts	Lennox	G26Q2-50-3	30 Furnance Filters

SPECIAL PROVISIONS / CONDITIONS

• Work hours will not be outside 8:00 – 20:00. Work will not start before 10:00 on Sundays.

PROJECT SCHEDULE

• The MN-S requests that the work begin immediately upon award.

EVALUATION

The MN-S will evaluate responses to this RFQ based on the following evaluation criteria:

- Experience and Qualifications
- Client References
- Competitive Pricing
- Proof of Adequate Insurance Coverage
- Verification of Métis Business Ownership



CONFLICT OF INTEREST

Bidders must disclose potential or perceived conflicts of interest when receiving project proposals. This disclosure enables MN-S to address such conflicts appropriately during the procurement process.

(please declare any potential conflicts of interest in this space)				



Appendices

PROPONENT INFORMATION FORM

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.		
Full Legal Name of Proponent:		
Any Other Relevant Name under which the Proponent Carries on Business:		
Are you in the process of becoming a Métis citizen?		
Are you a <u>SaskMétis</u> <u>Economic Development</u> <u>Corporation</u> (SMEDCO) directory member?		
Street Address:		
City, Province/State:		
Postal Code:		
Phone Number:		
Fax Number:		
Company Website (if any):		
Proponent Title:		
Proponent Contact Phone:		
Proponent Contact Fax:		
Proponent Contact Email:		

The proponent acknowledges the RFQ process will be governed by the terms and conditions of the RFQ and that, among other things, such terms and conditions confirm that 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 that no legal relationship or obligation regarding the procurement of any good or service will be created between MN-S and the proponent



unless and until MN-S and the proponent execute a written agreement for the Deliverables.

Signature of Proponent Representative	Title of Proponent Representative
Name of Proponent Representative	Date



METIS PARTICIPATION FORM

A "Métis Person" means an individual who:

- a) Self-identifies as a Métis person;
- b) Has an ancestral connection to a historic Métis community of distinctive peoples of mixed ancestry with their own customs, practices, traditions and recognizable group identities separate from their Indian, Inuit and European ancestors that have existed continuously since Europeans established effective control of the area in which the community is located; and
- c) is accepted as a member of the Métis Nation.

Indigenous Ownership The proponent meets the criteria for Pes No	or Metis ancestory as defined above:
By signing this Declaration, the pro information above is true and accur	•
Signature of Proponent Representative	Title of Proponent Representative
Name of Proponent Representative	Date



PROPONENT EXPERIENCE/REFERENCE FORM

Reference 01 //

Each proponent is requested to provide three (3) references, satisfactory to MN-S, in its sole discretion, from clients who have obtained goods or services similar to those requested in this RFQ from the proponent in the last five years. These references are to be related to a project completed by your team.

Project Name:		
Project Address:		
City, Province:		
Project Size:		
Estimated Project		
Budget:		
Actual Budget:		
Reference Name:		
Reference Contact		
Phone:		
Reference Contact		
Email:		
Reference 02 //		
Project Name:		
Project Address:		
City, Province:		
Project Size:		
Estimated Project		
Budget:		
Actual Budget:		
Reference Name:		
Reference Contact		
Phone:		
Reference Contact		
Email:		



Reference 03 //	
Project Name:	
Project Address:	
City, Province:	
Project Size:	
Estimated Project	
Budget:	
Actual Budget:	
Reference Name:	
Reference Contact	
Phone:	
Reference Contact	
Email:	
, , ,	ne proponent hereby declares that the ence information provided is accurate to nowledge.
Signature of Proponent Represer	Title of Proponent Representative
Name of Proponent Representati	Date



PRICING FORM

Rates must be provided in Canadian funds, inclusive all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.

Proponents are required to provide a detailed pricing structure based on the Deliverables outlined. Each item or service listed in should have pricing split into labour and materials to provide clarity and transparency in the cost structure, including subtotals, GST, and PST.

Rates quoted by the proponent must be all-inclusive. They must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

a) Pricing will be scored based on a relative pricing formula. Each proponent will receive a percentage of the total possible points allocated to price for the category it has bid on, which will be calculated using the following formula:

 $lowest\ price \div proponent's\ price \times weighting = proponent's\ pricing\ points$

Proponents should submit their pricing in a clear and organized format, reflecting each Deliverable. Each item or service listed in should have pricing split into labour and materials to provide clarity and transparency in the cost structure, including subtotals, GST, and PST. Ensure that the cost of each element is clearly defined and itemized. Proponents should present their pricing in the most suitable format, provided it maintains clarity and coherence to facilitate evaluation.

Signature of Proponent Representative	Title of Proponent Representative	
Name of Proponent Representative	Date	



PROPOSED SCHEDULE FORM

As a part of your RFQ submission, it is essential to incorporate a detailed schedule to fulfill the project's required Deliverables, including sourcing. This schedule must thoroughly map out the project's key phases, emphasizing significant dates and milestones crucial for evaluating and achieving the project's objectives.



TERMS AND CONDITIONS

Important Notice

This RFQ process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract. A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract and instead shall be governed by the common law applicable to direct commercial negotiations.

The Contractor **DOES NOT** have any obligation to submit a quote. Providing a quotation **WILL NOT** commit MN-S or the Contractor to anything. The Contractor may withdraw or amend its quotation at any time before a contract is in place. For greater clarity, providing a quotation **WILL NOT** commit MN-S to obtaining all or any of the Deliverables from the Contractor or to otherwise deal exclusively with the Contractor in respect of all or any of the Deliverables. No legal obligation regarding the procurement of any good or service shall be created until MN-S and the selected respondent have entered into a written contract for the Deliverables.

1. Definitions

References to the Metis Nation Saskatchewan - Secretariat Inc (MN-S), the Owner, the province or ministries are used for administrative purposes.

2. Language

All Submissions are to be in English only.

3. Cost of Preparation

The Contractor will bear all costs for the preparation and presentation of its Submission, including, if applicable, costs incurred for interviews or demonstrations.

4. Responses not Returned

The MN-S will not return any Submission or documentation provided by a Contractor.

5. No Guarantee

MN-S makes no guarantee of the value or volume of work to be assigned to the Contractor. Any Contract will not be an exclusive Contract for the provision of the described Deliverables. MN-S may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

6. Received on Time and to Correct Location

Submissions should be received at the location set out above on or before the Submission Deadline. Onus and responsibility rests solely with the Contractor to deliver its Submission to the exact location (including floor, if applicable) indicated in this RFQ on or before the Submission Deadline. MN-S does not accept any responsibility for Submissions delivered to any other location by the Contractor or its delivery agents.

7. Email Responses

The RFQ document will indicate if email submissions will be accepted for the RFQ. If accepted, suppliers may provide one (1) email copy, including attachments, not larger than 25MB to the email address noted.



Larger files may not be successfully transmitted. Executable file formats such as .exe will not be accepted. The preferred file formats are .pdf, .doc, .docx, .xls and .xlsx.

8. Evaluation

The MN-S will evaluate Submissions using best-value criteria appropriate for the Deliverables. This means the MN-S may select a response that is not the lowest overall cost. The term "requirement" (or similar term used in this RFQ) is used for convenience only and is not intended to imply that any Submission that does not exactly match or meet such a "requirement" will necessarily be disqualified. Instead, as part of the evaluation process, the proposed goods and services will be evaluated based on the extent to which, and how well, they are able to satisfy the intent, fit for purpose and substance of the Deliverables contained in this RFQ. SHOULD THE MN-S ENTER INTO A CONTRACT FOR THE DELIVERABLES, THE FOLLOWING GENERAL CONDITIONS WILL APPLY TO THE PERFORMANCE OF THE CONTRACT DELIVERABLES:

9. PST Registration Requirements

The proponent must be registered with the Saskatchewan Ministry of Finance to collect and report provincial sales taxes (PST), whether a resident business or not. For more information, please follow this link: https://www.saskatchewan.ca/business/taxes-licensing-and-reporting/provincial-taxes-policies-and-bulletins/provincial-sales-tax/apply-for-a-pst-number

10. Engagement

The Contractor hereby agrees to supply and/or perform the Deliverables, as the case may be, in accordance with the terms of this Contract.

11. Additional Instructions

MN-S may provide the Contractor with additional instructions as necessary for the delivery or performance of the Deliverables. All such additional instructions must be consistent with the general scope and intent of this Contract and the Deliverables must be delivered or performed in conformity with such additional instructions. In giving such additional instructions, MN-S may make minor changes in respect of the Deliverables, not inconsistent with the general scope and intent of this Contract.

12. Delivery

Unless stated otherwise in this Contract: (a) all Deliverables, or any part thereof, must be delivered, performed and completed within any milestones or schedules specified in the Contract; and (b) if the Contractor becomes aware that it might make a late delivery or not meet a schedule, the Contractor must inform MN-S immediately.

13. Warranty Requirements

The Contractor acknowledges and agrees that: (a) it is familiar with and has the necessary skilled personnel, equipment, systems, materials and processes to meet all the requirements of the Contract; (b) all Deliverables shall conform to and meet all applicable specifications, drawings, descriptions and all other requirements of this Contract; (c) unless otherwise stated in this Contract, all Deliverables that are goods shall be of good quality, new, undamaged and free from defects in design, materials and workmanship at the time the Deliverables are received at the Site; (d) Deliverables that are goods shall be fit and suited for MN-S' purpose;



(e) Deliverables that are services shall be performed in accordance with prudent industry standards for services of a similar nature in MN-S' industry having regard to the requirements of this Contract and be free from defects at the time such services are performed.

If any defect or deficiency in, or failure of, the Deliverables occurs within 12 months from MN-S's receipt of (in the event the Deliverables are goods) or Contractor's completion of the Deliverables (in the event the Deliverables are services), however caused or arising (excluding normal wear and tear where the Deliverables are goods), the Contractor shall perform, at the Contractor's expense, all Remedial Work necessary to correct such defect, deficiency or failure. For greater clarity, THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Intellectual Property

The Contractor warrants that the Deliverables and MN-S's use, maintenance and repair of the Deliverables will not infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.

The Contractor grants to MN-S a fully paid, non-exclusive, transferable, worldwide royalty-free, irrevocable license to use the Contractor Data (including any intellectual property rights embodied in the Contractor Data) for the purposes of using, operating, repairing, making or having made replacement parts for, maintaining, upgrading, enhancing, altering or otherwise dealing with all or part of the Deliverables.

To the extent the Contract contemplates that the Contractor will prepare a report, study, or other documents (the "Documents") as part of the Deliverables, such Documents are works for hire and are MN-S' sole property. The Contractor waives any moral rights it may have relating to the Documents. The Contractor may retain, in a secure location, one copy of the Documents solely for its records.

15. Governing Law

The laws of the Province of Saskatchewan shall govern this contract. The parties attorn to the jurisdiction of the Courts of Saskatchewan.

16. Inspection

All Deliverables are subject to MN-S's inspection and acceptance or rejection upon delivery. If rejected, MN-S will hold the Deliverables at the Site for the Contractor to pick up at the Contractor's risk and expense. No payment for, inspection of, or acceptance of any Deliverables, including Deliverables that are services, will relieve the Contractor from its responsibility to provide Deliverables conforming to the Contract.

17. Timing and Delays

Time is of paramount importance to MN-S. The Contractor will not be liable for delays in delivery or performance due to causes not within the Contractor's reasonable control (not including a labour stoppage, lack of funds, or the financial condition of the party), as long as the Contractor immediately notifies MN-S in writing and the Contractor takes all reasonable steps to mitigate the effect of such delays. If a delay is or is expected to be more than 15 days, MN-S has the option of cancelling its order for any part of the Deliverables by giving notice to the Contractor. If MN-S exercises this option, it will have no liability, except for paying the purchase price stated



in the Contract for Deliverables already received or performed as of the date the option is exercised.

18. Responsibility and Liability

The Contractor will protect, indemnify and save harmless the MN-S from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise out of the actions or omissions of the Contractor, his servants, agents, sub-contractors in providing the goods or performing the services under this Contract.

Contractors shall be responsible for loss or damage to the real and personal property of the MN-S where Contractors are legally responsible, including negligence, willful harm or crimes of the Contractor, its employees or agents.

19. Conflicts of Interest and Collusive Practice

The Contractor must immediately disclose to MN-S all actual, potential or perceived Conflict of Interest that may arise in respect of this Contract. The Contractor must immediately comply with all MN-S instructions about eliminating any actual, potential or perceived Conflict of Interest, or minimizing the effects of any actual, potential or perceived Conflict of Interest.

If a Contractor is later determined to have failed to disclose or insufficiently reported a Conflict of Interest and/or engaged in Collusive Practice, MN-S may, in its sole discretion (a) disqualify the Contractor from further participating in the RFQ process; or (b) terminate or cancel this Contract which may have been entered into with such Contractor for cause.

20. Confidentiality

Where provided with access to information of the MN-S (including personal information) which is not publicly known or available (herein the "Government Information"), the Contractor shall:

- 1) ensure that its employees, agents or representatives involved in performing the Work are aware that the Government Information is not to be opened, viewed, or otherwise accessed except as required to perform the Work;
- 2) where it is necessary to access the Government Information to perform the Work, to use the Government Information only for such purpose and for no other purpose;
- 3) not disclose Information to any third party without MN-S' specific written authorization.
- 4) ensure that the Government Information remains confidential and is not placed in a circumstance where confidentiality can be compromised; and
- 5) immediately advise the MN-S if it has reason to suspect that the confidentiality of the Government Information was or may have been compromised.

21. Supplier Performance

The contractual performance of our vendors is a matter of paramount importance to the MN-S. The contractor's performance may be assessed and the MN-S reserves the right to take past contractual performance into account when evaluating future bids from the contractor. The MN-S reserves the right to guarantee faithful performance of the Contract.

The Contractor will be required to provide the goods and/or services exactly as quoted. In cases where Contractors do not perform in accordance with the terms and conditions of the Contract, the MN-S reserves the right to:

- 1) accept partial completion;
- 2) extend the delivery period;



- 3) cancel the Contract, in whole or part;
- 4) obtain Deliverables from other sources; suspend Contractor from bidding on future opportunities.

22. Compliance with all required acts and regulations

The Contractor will obtain, at its expense, the necessary permissions, permits or licenses required to perform its obligations under the Contract.

The Contractor shall require that its contractors, employees and agents, when on MN-S premises, comply with all:

1) All laws, ordinances, rules, regulations, codes, bylaws and policies relating to the provision of the goods and/or services, including, but not limited to The Saskatchewan Employment Act, The Workers' Compensation Act, 1979, The Builders' Lien Act of Saskatchewan, and The Occupational Health and Safety Act, 1993.

23. On-Site work provisions

The Contractor agrees that while undertaking any activity on premises owned, operated by or otherwise controlled by the MN-S they will:

- Obtain and maintain in force during the term of the Contract commercial general liability Insurance and automobile liability insurance coverage in the amount not less than two million (2,000,000.00) Canadian dollars inclusive for each occurrence or accident for bodily injury, death and property damage including loss of use thereof, arising out of the execution of the Contract. The terms of such insurance must be satisfactory to the MN-S, acting reasonably.
- 2) A certificate of insurance shall be completed, signed and returned prior to commencement of any Work of the Contractor and within 30 days of the execution of this document. The contractor is responsible to ensure that each subcontractor and subsub-contractor provides certificates of insurance prior to the commencement of any Work of the Sub-Contractor and Sub-Sub-Contractor and within 30 days of the execution of this document.
- 3) All policies shall be with insurance companies licensed to do business in Saskatchewan.
- 4) The contractor may take out such additional insurance as he may consider necessary and desirable. All such additional insurance shall be obtained at no cost to MN-S.
- 5) Obtain and maintain Worker's Compensation Insurance covering all employees engaged in the work in accordance with the Statutory Requirements of the Territory or Province having jurisdiction over such employees. If the Successful Contractor is assessed any additional levy, extra assessment or super assessment by a Worker's Compensation Board as a result of an accident causing injury or death to an employee of the Successful Contractor or because of unsafe working conditions, then such levy or assessment must be paid by the Successful Contractor at its sole cost.
- 6) The Contractor acknowledges that it has carried out such examination and investigation of the Site it deems necessary or desirable in order to satisfy itself of and be fully informed about the conditions of the Site, including any risks, hazards and contingencies associated with the delivery of or the performance of the Deliverables.
- 7) When at the Site, the Contractor shall: (a) have complete control of, and responsibility for the safety and health of its officers, employees, agents and subcontractors; (b) ensure that safe work practices are followed and take all necessary precautions to prevent injury to any person or damage to any property; (c) ensure its officers, employees, agents and subcontractors comply with all reasonable site, safety and security rules established by MN-S; and (d) notify MN-S in advance of any hazardous material it intends to bring onto the Site and provide the MN-S with all appropriate Material Safety Data Sheets.



- 8) Upon completion of the performance of the Deliverables, the Contractor shall clear and clean the Site to the satisfaction of the MN-S to the extent necessitated by the performance of the Deliverables.
- 9) Be an independent contractor and not the servant, employee or agent of the MN-S.
- 10) Provide all labour and services necessary to complete the work contained in the competition documents. The Contractor shall employ only skilled and fit persons who shall demonstrate the highest standard of workmanship.
- 11) Be solely responsible for the supervision, discipline, and any matter arising out of the relationship between the Contractor and its employees, servants and agents. Pay all debts and liabilities that it incurs in the performance of the obligations under this Contract including all wages and salaries to its employees and provide the necessary coverage.

24. Entire Contract

This Contract constitutes the entire and only agreement between the parties, and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this Contract. MN-S rejects all alternative terms. MN-S's acceptance of any of the Deliverables is not an implied acceptance of any alternative terms.

25. Contract Amendments

This Contract may be amended, subject to written approval of both parties.

26. No Assignment

A Contract may not be assigned without written consent of the MN-S.

27. Saskatchewan Content

The Contractor will maximize local Saskatchewan labour, materials and services in the Deliverables.

28. Disputes

All disputes arising out of this Contract shall be resolved in accordance with the following process:

- 1) the dispute shall be referred for resolution to the most senior person for each Party with operational responsibility for the Deliverables;
- if the persons referred to in a.) are unable to reach an agreement, they shall refer the dispute to the Deputy Chief of the Ministry and the Chief Executive Officer of the Contractor;
- 3) if the Deputy Chief and the Chief Executive Officer of the Contractor are unable to reach an agreement, they shall engage the services of a professional mediator whose decision shall be legally binding;
- 4) if the Parties cannot agree on the mediator's identity, then either party may refer the dispute to the courts.
- 5) unless otherwise agreed in writing by the MN-S, the Contractor shall continue to carry out its duties under this Contract during proceedings under this section.
- 6) the Parties shall be equally responsible for the cost of a mediator.

29. Taxes and Other Charges

All goods and/or services procured under this Request for Quotation (RFQ) are subject to both the Provincial Sales Tax (PST) and the Goods and Services Tax (GST).



30. Invoicing

Invoices should:

- 1) extend and total all unit prices;
- 2) show the disposition of any taxes (PST or GST) in the invoice;
- 3) be in Canadian dollars;
- 4) indicate the date of shipment;
- 5) charge only for the value of the Deliverables supplied as of the invoice date;
- 6) be sent to the address stated on the Contract.

31. Payments

Payment by the MN-S under or pursuant to this Contract depends on the availability of funds allocated for the Deliverables to be provided under this Agreement during the fiscal year in which the obligation to pay arises. This is in accordance with financial management practices that ensure responsible spending.

