

1 <u>GENERAL</u>

1.1 INVITATION TO SUBMIT PROPOSAL

Tenderer is invited by AMHA to submit a Tender for the delivery of services in accordance with the terms and conditions of this RFP Package. A full description of the requirements is contained in this RFP Package.

1.2 DEFINITIONS AND INTERPRETATION

For the purposes of this ITT Package, words and phrases that are not defined herein shall have the meaning given to them in the Purchase Order. The following capitalized words and phrases when used in this ITT Package shall have the meanings ascribed below:

"Addendum" or "Addenda" means any additional information or responses to clarification requests issued by AMHA for review and use by Tenderer in the preparation of its Tender.

"Closing Time" means the exact time on the Closing Date specified in these Instructions prior to which any Tender shall be submitted to AMHA by Tenderer.

"Closing Date" means the final date specified in these Instructions on which any Tender may be submitted by Tenderer to AMHA in accordance with this RFP Package.

"RFP Package" means the documents comprising this invitation to Tender, and includes any Addendum.

"Tender" means the documents prepared and submitted by Tenderer to AMHA in response to this RFP Package.

"Tenderer" means a recipient of this ITT Package.

"Validity Period" means a period of thirty (30) days after the Closing Date.

The words "include", "includes", and "including", when used in this ITT Package shall be construed to mean "include, without limitation", "includes, without limitation", and "including, without limitation" respectively, as appropriate.

Any reference to AMHA's "judgment", "discretion" or decision-making capacity shall mean any such judgment, discretion or decision is at the sole, absolute and unfettered discretion of AMHA, whether reasonable or unreasonable.



2 KEY DATES

2.1 ORIGINAL KEY DATES

The following dates are applicable to this RFP Package:

ITT Package Milestone	Date
Deadline for Receipt of Tenders	June 15, 2017
Projected date for award	June 20, 2017

2.2 REVISIONS TO KEY DATES

AMHA may extend the Closing Date and/or Closing Time or any of the other dates specified above, at its sole discretion, from time to time. AMHA will provide written notice of any such change to Tenderer as soon as is reasonably possible by Addendum.

3 **TENDER REQUIREMENTS**

3.1 TENDER CONTENTS AND FORMAT

A Tender must contain all the information, acknowledgements and documentation required by this RFP Package. Specifically, Tenderers shall ensure all information, acknowledgements and documentation requested, including:

- 1. Part D (Pricing Schedule);
- 2. Summary of skill set
- 3. Summary of similar experiences complete with letters of recommendation if available.
- 4. References
- 3.2 TENDER TO BE SUBMITTED PRIOR TO CLOSING TIME

A Tenderer shall submit a Tender by the Closing Time. AMHA is under no obligation to accept late Tenders.



3.3 LOCATION FOR SUBMISSION OF TENDER

A Tender shall be submitted to the one of the following locations in the manner outlined:

1. One (1) electronic pdf copy sent to <u>airdriehockey@telus.net</u>

3.4 MODIFICATION AND WITHDRAWAL OF TENDERS BY TENDERERS PRIOR TO CLOSING TIME

Tenderer may modify or withdraw its Tender through written notice to AMHA at any time between the receipt of the Tender by AMHA and the Closing Time. Following withdrawal or modification, Tenderer may submit a new Tender provided it is submitted prior to the Closing Date and in accordance with this RFP Package. Only the latest Tender will be considered by AMHA.

3.5 BINDING NATURE AND VALIDITY OF TENDER

AMHA may accept any Tender during the Validity Period. In consideration of AMHA agreeing to send to Tenderer this RFP Package and agreeing to receive and review Tenders, Tenderer who submits its Tender agrees that, if selected, it will provide the services and the rates and other pricing information contained in such Tender shall remain valid, irrevocable and open for acceptance by AMHA for the entire duration of the Validity Period.

During the Validity Period, Tenderer shall not withdraw, amend or impair its Tender. Notwithstanding any clarifications, negotiations or discussions that may take place between AMHA and any Tenderer before, on or after the Closing Time, the Tender shall not expire or lapse, and shall remain valid during the Validity Period, unamended by any such clarifications, negotiations and discussions.

3.6 TENDER COMPLIANCE DETERMINED SOLELY BY AMHA

Failure by Tenderer to meet any or all of the requirements specified herein may result in the Tender being deemed non-compliant by AMHA. Determination of whether a Tender has been submitted and is in compliance with the other requirements for a Tender specified herein shall be at the discretion of AMHA. Blanket exceptions or general statements by Tenderer to the effect that the Tender may or may not meet the requirements of AMHA, or that the Tender is subject to general market availability for labour or materials, are not acceptable.



3.7 CONSIDERATION FOR TENDERER'S SUBMISSION OF A TENDER

AMHA's sole consideration and responsibility for Tenderer preparing and submitting a Tender in accordance with the RFP Package is that AMHA undertakes to review all Tenders submitted.

3.8 Costs and Expenses of Preparation of Tender

All costs and expenses incurred by Tenderer associated with its preparation, submittal, clarification, negotiation and discussions with respect to a Tender and any Alternate Tender (as applicable) shall be at the sole cost and expense of Tenderer.

3.9 DISCLOSURE OF INTEREST

Tenderer shall make full disclosure in its Tender of any relationship between Tenderer and its employees and any employee, officer, director, or executive of AMHA.

If Seller is later determined to have failed to disclose the type of relationship specified above and/or the relationship is falsely or insufficiently reported, AMHA may terminate or cancel the agreement without liability to Seller regardless of whether such agreement specifically states that existence of such relationship would be a material default.

3.10 NO COMPLIANT TENDERS

If all Tenders are non-compliant, AMHA reserves the right to proceed howsoever it chooses, in its discretion, without further obligation to any Tenderer, and may, among other things and without in any way derogating from AMHA's rights specified in these Instructions, request each Tenderer to correct any non-compliance issues in its Tender, retender the Goods, cancel the ITT, select a non-compliant Tender, or conduct negotiations with one or more non-compliant Tenderers or with any other Person or Persons.

4 **CONFIDENTIALITY OF INFORMATION**

All information contained in this RFP is publicly available. AMHA will treat all identifying and other personal information within strictest confidence in accordance with the privacy bylaws of Alberta.