

**Request for Tender**

**for**

**Public Works Services Center Parking Lot  
Rehabilitation**

Request for Tender No.: **2017-T-20**  
Issued: **Friday July 14, 2017**  
Submission Deadline: **2:00 PM on Tuesday August 08, 2017**  
Submission Location: **THE PURCHASING OFFICE  
The Regional Municipality of Niagara  
Campbell West Building  
1815 Sir Isaac Brock Way  
Thorold, Ontario, L2V 4T7**

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## TABLE OF CONTENTS

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<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS .....</b>	<b>1</b>
1.1 Invitation to Bidders .....	1
1.2 Niagara Region’s Procurement Bylaw .....	1
1.3 Niagara Region Contact.....	1
1.4 Accommodations for Bidders with Disabilities.....	2
1.5 Contract for Deliverables .....	2
1.6 RFT Timetable .....	2
1.7 Site Inspection .....	2
1.8 Bid Submission .....	3
<b>PART 2 – EVALUATION OF BIDS .....</b>	<b>5</b>
2.1 Stages of Bid Evaluation .....	5
2.2 Stage I – Mandatory Requirements .....	5
2.3 Stage II – Pricing.....	5
2.4 Selection of Lowest Compliant Bidder .....	5
<b>PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS.....</b>	<b>6</b>
3.1 General Information and Instructions .....	6
3.2 Communication after Issuance of RFT.....	7
3.3 Finalization of Contract, Notification and Debriefing .....	8
3.4 Conflict of Interest and Prohibited Conduct.....	9
3.5 Confidential Information .....	12
3.6 Reserved Rights, Limitation of Liability and Governing Law .....	12
<b>APPENDIX A – CONTRACT TERMS AND CONDITIONS .....</b>	<b>15</b>
<b>APPENDIX B – FORM OF TENDER.....</b>	<b>18</b>
<b>APPENDIX C – PRICING FORM .....</b>	<b>23</b>
<b>APPENDIX D – RFT PARTICULARS .....</b>	<b>26</b>
A. THE DELIVERABLES .....	25
B. MATERIAL DISCLOSURES .....	27
C. MANDATORY REQUIREMENTS .....	27
<b>APPENDIX E – CONDITIONS OF AWARD.....</b>	<b>28</b>
<b>APPENDIX F – BID IRREGULARITIES .....</b>	<b>30</b>
<b>APPENDIX G – 1087-R89 ACAD 2010-400 Scale.....</b>	<b>33</b>

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## Part 1 – Invitation and Submission Instructions

### 1.1 Invitation to Bidders

This Request for Tender (“RFT”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective bidders to submit bids for the provision of **Public Works Services Center Parking Lot Rehabilitation**, as further described in Appendix D – RFT Particulars (the “Deliverables”).

#### Intent

This tender provides for the supply of all labour, material and equipment necessary for the rehabilitation of the Public Works Service Center Parking Lot located at 3547 Thorold Townline Road, Thorold, ON. Work will include the milling of existing asphalt and replacement with 50mm HL3HS. Pavement grades will allow for proper drainage, and shall follow the grading provided on the tender drawing (**See Appendix ‘G’**).

Please refer to Appendix D – RFT Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the bidder must satisfy if selected to enter into a contract for the Deliverables.

### 1.2 Niagara Region’s Procurement Bylaw

Niagara Region’s procurement processes are governed by its [Procurement By-Law No. 02-2016](http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) (<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>) (“Niagara Region’s By-law”). It is the bidder’s responsibility to become familiar with and comply with Niagara Region’s By-law, which is available online at:

**If the terms of the RFT are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFT will prevail.**

### 1.3 Niagara Region Contact

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

Jayan Perera, Purchasing Agent, t: 905-980-6000 ext. 3656

**E-Mail:** [jayan.perera@niagararegion.ca](mailto:jayan.perera@niagararegion.ca)

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.4 Accommodations for Bidders with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFT process.

If a bidder requires this RFT in a different format to accommodate a disability, the bidder must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFT in the different format will be issued only to the requesting bidder and all addenda will be issued in such different format only to the requesting bidder.

### 1.5 Contract for Deliverables

The selected bidder will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFT (the “Contract”). It is Niagara Region’s intention to enter into the Contract with only one (1) legal entity.

### 1.6 RFT Timetable

Item	Date
Issue Date of RFT	<b>Friday July 14, 2017</b>
Site Inspection (see details below)	<b>8:30 AM on Monday July 24, 2017</b>
Deadline for Questions	<b>Monday July 31, 2017</b>
Deadline for Issuing Addenda	<b>Thursday August 03, 2017</b>
Submission Deadline	<b>2:00 PM on Tuesday August 08, 2017</b>
Public Opening <b>1815 Sir Isaac Brock Way, Thorold, ON, L2V 4T7</b>	<b>2:15 PM on Tuesday August 08, 2017</b>
Anticipated Date for Entering into Contract	<b>August 22, 2017</b>

The RFT timetable is tentative only, and may be changed by Niagara Region at any time.

### 1.7 Site Inspection

The site inspection will be held on **Monday July 24, 2017** commencing at **8:30 AM** local time at: **# 3547 Thorold Townline Road, Thorold, Ontario.**

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

It is the bidder's responsibility to visit the job site and to examine all existing conditions to determine the amount and character of the work involved and to take their own measurements and make their own calculations prior to submitting a bid. No allowance will subsequently be made for any errors or omissions on the part of any bidder.

Attendance at the site inspection is **mandatory**. Bidders will be required to sign an attendance sheet confirming their attendance at the mandatory site inspection. Only bids received from bidders who attend the site inspection, sign the attendance sheet and perform a complete viewing of the site during the scheduled tour shall be considered. Bidders who arrive after the site inspection has commenced may not be permitted to sign the attendance sheet or complete the site inspection.

### 1.8 Bid Submission

#### 1.8.1 Bids Must Be Submitted to Prescribed Location

Bids must be submitted at:

#### **THE PURCHASING OFFICE**

**The Regional Municipality of Niagara**

**Campbell West Building**

**1815 Sir Isaac Brock Way**

**Thorold, Ontario, L2V 4T7**

#### 1.8.2 Bids Must Be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the RFT on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

#### 1.8.3 Bids Must Be Submitted in Prescribed Format

Bidders must submit **one (1)** hard copy of their bid enclosed in a sealed envelope that is prominently marked with the RFT title and number (see RFT cover page) and the full legal name and return address of the bidder.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### **1.8.4 Bid Submission Content**

Bidders must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFT Particulars. Other than inserting the information requested, a bidder may not make any changes to any of the required forms included in this RFT. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified. Irregularities in bid submissions will be addressed in accordance with Appendix F – Bid Irregularities.

### **1.8.5 Amendment of Bids**

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFT title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace.

### **1.8.6 Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the bidder. Withdrawn bids will be returned unopened to the bidder.

### **1.8.7 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of **ninety (90) days** running from the moment that the Submission Deadline passes.

[End of Part 1]

## **Part 2 – Evaluation of Bids**

### **2.1 Stages of Bid Evaluation**

Niagara Region will conduct the evaluation of bids in accordance with the stages set out below.

### **2.2 Stage I – Mandatory Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory requirements. Bids that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFT Particulars.

### **2.3 Stage II – Pricing**

Upon completion of Stage I, the pricing submitted by each compliant bidder will be evaluated in accordance with Appendix C – Pricing Form.

### **2.4 Selection of Lowest Compliant Bidder**

Subject to Niagara Region’s reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]

## **Part 3 – Terms and Conditions of the RFT Process**

### **3.1 General Information and Instructions**

#### **3.1.1 RFT Incorporated into Bid**

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Contract in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions and Submit Only Requested Information**

Bidders should structure their bids in accordance with the instructions in this RFT. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that bidders have not been instructed to submit.

#### **3.1.3 Bids in English**

All bids are to be in English only.

#### **3.1.4 Information in RFT Only an Estimate**

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

#### **3.1.5 Examination of Site**

Bidders are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their bids.

#### **3.1.6 Bidders Shall Bear Their Own Costs**

The bidder shall bear all costs associated with or incurred in the preparation and submission of its bid.

#### **3.1.7 Bid to Be Retained by Niagara Region**

Except as otherwise provided in this RFT, Niagara Region is under no obligation to return the bid or any accompanying documentation submitted by a bidder.



## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### **3.1.8 Trade Agreements**

Bidders should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFT.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

Notwithstanding section 1.5, Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFT**

### **3.2.1 Bidders to Review RFT**

Bidders shall promptly examine all of the documents comprising this RFT, and

- a) shall report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the bidder to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This RFT may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addenda issued in the same manner that this RFT was originally issued. Each addendum forms an integral part of this RFT. Such addenda may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by Niagara Region. In the Form of Tender (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating bids, Niagara Region may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that bidder's bid.

## **3.3 Finalization of Contract, Notification and Debriefing**

### **3.3.1 Selection of Bidder and Finalization of Contract**

Notice of selection by Niagara Region to the selected bidder shall be in writing. The selected bidder shall enter into the Contract in the form attached as Appendix A to this RFT and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

### **3.3.2 Failure to Enter into Contract**

In addition to all other remedies available to Niagara Region, if a selected bidder fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and either proceed with the selection of another bidder or cancel the RFT process.

### **3.3.3 Notification to Other Bidders**

Once the Contract is entered into by Niagara Region and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this RFT was originally posted of the outcome of the procurement process.

### **3.3.4 Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### 3.3.5 Bid Dispute Resolution Procedure

If a bidder wishes to challenge the RFT process, the bidder must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within seven (7) days from the conclusion of the bid opening process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

- a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the bidder to explain the RFT process that led to the selection of the successful bidder.
- c) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- d) Should the bidder continue to have concerns about the RFT process and is not satisfied with the decision, the bidder may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the bidder and Niagara Region.
- e) The recommended mediator will be approved by both the bidder and Niagara Region.
- f) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- g) Costs for the mediator shall be equally shared by Niagara Region and the bidder.
- h) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

## 3.4 Conflict of Interest and Prohibited Conduct

### 3.4.1 Conflict of Interest

Niagara Region may disqualify a bidder for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFT, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFT process; or

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- i) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, bidders should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a bid if the supplier participated in the preparation of the RFT, and any such bid submitted will be disqualified.

### **3.4.2 Disqualification for Prohibited Conduct**

Niagara Region may disqualify a bidder or terminate the Contract (in compliance with the applicable Terms and Conditions) if, in the sole and absolute determination of Niagara Region, the bidder has engaged in any conduct prohibited by this RFT or Niagara Region's By-law.

### **3.4.3 Prohibited Bidder Communications**

A bidder shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Tender (Appendix B).

### **3.4.4 Bidder Not to Communicate with Media**

A bidder may not at any time directly or indirectly communicate with the media in relation to this RFT or any Contract entered into pursuant to this RFT without first obtaining the written permission of the Niagara Region Contact.

### **3.4.5 No Lobbying**

A bidder, including any agent or representative of a bidder, may not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFT process or to influence the outcome of the RFT process.

In accordance with Niagara Region's Procurement By-law:

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- a) “Lobbying” means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- b) Bidders, their staff members, or anyone involved in preparing a bid, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region’s staff and anyone involved in preparing the RFT or participating in the bid evaluation process, and members of Council.
- c) Niagara Region may reject any bid by a bidder that engages in lobbying, without further consideration, and may terminate that bidder’s right to continue in the procurement process.
- d) During a procurement process, all communications shall be made through the Niagara Region Contact. No bidder or person acting on behalf of a bidder or group of bidders, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- e) Elected officials shall refer any inquiries about a procurement process to Niagara Region’s Commissioner of Corporate Services/Treasurer.

### **3.4.6 Illegal or Unethical Conduct**

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

### **3.4.7 Past Performance or Past Conduct**

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its bid; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region’s By-law.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of Niagara Region**

All information provided by or obtained from Niagara Region in any form in connection with this RFT either before or after the issuance of this RFT

- a) is the sole property of Niagara Region and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFT and the performance of the Contract;
- c) must not be disclosed without prior written authorization from Niagara Region; and
- d) shall be returned by the bidders to Niagara Region immediately upon the request of Niagara Region.

#### **3.5.2 Confidential Information of Bidder**

Bidders are advised that the disclosure of information received in bids or otherwise relevant to the RFT process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”). Bidders should identify any confidential information in their bids. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFT process. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the Niagara Region Contact.

### **3.6 Reserved Rights, Limitation of Liability and Governing Law**

#### **3.6.1 Reserved Rights of Niagara Region**

Niagara Region reserves the right to

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder’s response to that request for clarification into the bidder’s bid;
- (c) assess a bidder’s bid on the basis of
  - (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- (iii) the bidder's past performance under previous contracts with Niagara Region;
  - (iv) the information provided by a bidder pursuant to Niagara Region exercising its clarification rights under this RFT process; or
  - (v) other relevant information that arises during this RFT process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this RFT;
  - (e) verify with any bidder or with a third party any information set out in a bid;
  - (f) check references other than those provided by any bidder;
  - (g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
  - (h) disqualify any bidder who has engaged in conduct prohibited by this RFT;
  - (i) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
  - (j) select a bidder other than the bidder whose bid reflects the lowest cost to Niagara Region;
  - (k) reject any bid that contains pricing which appears to be unbalanced or unreasonable;
  - (l) cancel this RFT process at any stage;
  - (m) cancel this RFT process at any stage and issue a new RFT for deliverables the same as or similar to the Deliverables;
  - (n) accept any bid in whole or in part; or
  - (o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a bid, each bidder agrees that

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the bid submitted by the bidder, to enter into a contract with any other bidder or to cancel this RFT process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **3.6.3 Governing Law and Interpretation**

The terms and conditions in this Part 3 – Terms and Conditions of RFT Process

- a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and
- c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]



## Appendix A – Contract Terms and Conditions

The Contract for the Deliverables between the parties in respect of: **Public Works Service Center Paking Lot Rehabilitation**, means and is comprised of the following documents, which are collectively referred to as the “Contract”:

- a) the Purchase Order issued by Niagara Region inclusive of the the [Purchase Order Terms and Conditions](http://www.niagararegion.ca/business/) (<http://www.niagararegion.ca/business/>);
- b) the **Public Works Service Center Paking Lot Rehabilitation #2017-T-20**, including any addenda, (the “Solicitation Document”); and
- c) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

Save as specifically provided below, any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. Notwithstanding the general precedence provided herein, the terms of this Appendix “A” shall take precedence over the definition of “Contract” contained in the Purchase Order Terms and Conditions noted above.

Similarly, the Insurance Provisions below herein shall take precedence over the Article 6.01 contained in the Purchase Order Terms and Conditions noted above:

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) Commercial General Liability Insurance

Commercial General Liability insurance for all Deliverables to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy will be extended to include:

- Bodily injury, death and property damage
- Cross liability and severability of interest
- Blanket contractual
- Premises and operations
- Personal and advertising injury
- Broad form property damage
- Products and completed operations
- Owner’s and contractors protective
- Non-owned Automobile to a limit of not less than two million dollars (\$2,000,000)

## APPENDIX A – CONTRACT TERMS AND CONDITIONS

The policy shall be endorsed to:

- Include Niagara Region as an additional insured; and
- Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

### (b) Automobile Insurance

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than two million dollars (\$2,000,000).

Proof of automobile insurance will not be required if the Supplier provides a signed letter stating that they do not own or lease vehicles.

### (c) Additional Insurance Requirements

#### 1. Broad Form Contractor's Equipment

Broad Form Contractor's Equipment insurance coverage covering machinery and equipment used by the Contractor for the performance of the work shall be in a form acceptable to Niagara Region and shall not allow subrogation claims by the insurer against Niagara Region. The policies shall be endorsed to provide Niagara Region with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage Subject to satisfactory proof of financial capability by the Contractor for self-insurance of the Contractor's Equipment, Niagara Region may agree to waive the equipment insurance requirement.

#### 2. Other Insurance

Any other type (e.g. include under CGL policy - XCU, Asbestos, Sexual Abuse & Molestation, and/or Electronic Data/Cyber Liability Environmental), form or as otherwise may be required from time to time as identified at any time by either party.

APPENDIX A – CONTRACT TERMS AND CONDITIONS  
SCHEDULE 1 TO NIAGARA REGION FORM OF AGREEMENT

**F.1 Construction Lien**

This project will be subject to the *Construction Lien Act*.

**F.2 Contractor Safety Program**

The Supplier must comply with Niagara Region's [Contractor Safety Program #C3-H17](http://www.niagararegion.ca/business/tenders/compliance-with-standards.aspx) (<http://www.niagararegion.ca/business/tenders/compliance-with-standards.aspx>).

Failure to comply with this policy will result in termination of the Supplier.

## Appendix B – Form of Tender

### 1. Bidder Information

Please fill out the following form, and name one person to be the contact for the RFT process and for any clarifications or communication that might be necessary.	
<b>Full Legal Name of Bidder:</b>	
<b>Any Other Relevant Name under Which the Bidder Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (If Any):</b>	
<b>Bidder Contact Person and Title:</b>	
<b>Bidder Contact Phone:</b>	
<b>Bidder Contact Facsimile:</b>	
<b>Bidder Contact E-mail:</b>	

### 2. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFT, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the RFT and in the Pricing Form set out in Appendix C.

### 4. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFT.

**5. Conflict of Interest**

The bidder has considered the definition of “Conflict of Interest” in Section 3.4 of the RFT and declares that there is no Conflict of Interest relating to the preparation of its bid, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

**6. Disclosure of Information**

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this bid.

**7. Bid Irrevocable**

The bidder agrees that its tender shall be irrevocable for a period of **ninety (90) days** following the Submission Deadline.

**8. Enter into Contract**

The bidder agrees that in the event its bid is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFT in accordance with the terms of this RFT.

**9. Addenda**

The bidder is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by completing the statement below:

The bidder has received **addendum/addenda numbers**  **to** , inclusive, and all changes specified therein have been included in the bidder’s pricing.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

---

Signature of Witness

---

Signature of Bidder Representative

APPENDIX B – FORM OF TENDER

---

Name of Witness

---

Name of Bidder Representative

---

Title of Bidder Representative

---

Date

I have the authority to bind the bidder.

**ORIGINAL SIGNATURES ONLY; NO ELECTRONIC**

## **Appendix C – Pricing**

### **1. Instructions on How to Complete Pricing Form**

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- (b) Rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, 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.
- (c) The Successful Bidder shall avoid unnecessary delays for lack of labour and equipment. Co-ordination of the work with the Region and other users in the area of the site and phasing of the work may also be required to facilitate access and the use of parking by the users. The Bidder shall consider this in his bid price.

### **2. Evaluation of Pricing**

Bidders shall provide pricing for **ALL SECTIONS 'A' and 'B'**. The Region shall award based on the lowest sub-total, at the time of award.

### **3. Pricing Form**

## Form of Tender – Pricing Page

I/We, the undersigned, **having the authority to bind the Company**, certify that I/We have examined INVITATION AND SUBMISSION INSTRUCTIONS, TERMS AND CONDITIONS OF THE RFT PROCESS & RFT PARTICULARS, and Form of Tender, and having attended the mandatory site inspection on **Monday July 24, 2017**, do hereby offer and agree to enter into an agreement with the Regional Municipality of Niagara Rehabilitation of the Public Works Service Center Parking Lot as described herein:

**SECTION - A GENERAL**

#	Specs	Description	Estimated Quantity	Unit	Unit Price	Amount
1	SPCI-A2	Pre-Construction Survey	1.0	L.S.		\$ _____
2	SPCI-A8 <b>SSP-1</b>	Allowance for Construction Signs, and Traffic Control, including Traffic Management Plan	1.0	L.S.		\$ _____
<b>SECTION 'A' TOTAL</b>						\$ _____

<b>COMPANY:</b>	<b>SIGNATURE:</b>
-----------------	-------------------



**FORM OF TENDER – PRICING PAGE**

**SECTION - B PARKING LOT**

#	Specs	Description	Estimated Quantity	Unit	Unit Price	Amount
3	OPSS 510 SPCI-B27	Removal of Steel Beam Guide Rail, Concrete Pads, etc.	1.0	L.S.	█	\$ _____
4	OPSS 206 SPCI-B2	Excavation and Disposal	1.0	L.S.	█	\$ _____
5	OPSS 310 SPCI-B11	Asphalt Milling – 50 mm deep	5,008.4	m <sup>2</sup>	\$ _____	\$ _____
6	SPCI-B14 <b>SSP-2</b>	Hot Mix Asphalt	700.0	t	\$ _____	\$ _____
		[a] HL3HS	30.0	t	\$ _____	\$ _____
7	OPSS 314 SPCI-B11	[b] HL8HS				
		Granular 'A'	110.0	t	\$ _____	\$ _____
8	SPCI-B31 <b>SSP-3</b>	Base Repairs - Flexible Pavement	100.0	m <sup>2</sup>	\$ _____	\$ _____
<b>SECTION 'B' TOTAL</b>						\$ _____
<b>SUB TOTAL – (Section A TOTAL + Section B TOTAL)</b>						\$ _____
<b>HST 13%</b>						\$ _____
<b>EXTENDED TOTAL</b>						\$ _____

<b>COMPANY:</b>	<b>SIGNATURE:</b>
-----------------	-------------------

APPENDIX C – PRICING FORM  
 LIST OF SUB-CONTRACTORS

**LIST OF SUB-CONTRACTORS (If Applicable)**

In the spaces provided below, please list those sub contractors you intend to use:

#	ORGANIZATION	CONTACT NAME	PHONE NUMBER
1.			
2.			
3.			
4.			

<b>COMPANY:</b>	<b>SIGNATURE:</b>
-----------------	-------------------

## Appendix D – RFT Particulars

### A. The Deliverables

**Note:** The use of “Contractor” shall be read as equivalent to the defined “Successful Bidder”

#### **Intent**

This tender provides for the supply of all labour, material and equipment necessary for the rehabilitation of the Public Works Service Center Parking Lot located at 3547 Thorold Townline Road, Thorold, ON. Work will include the milling of existing asphalt and replacement with 50mm HL3HS. Pavement grades will allow for proper drainage, and shall follow the grading provided on the tender drawing (**See Appendix ‘G’**).

#### **Notice**

This contract utilizes the Niagara Peninsula Standard Contract Document. This document constitutes the specification for this project and must be utilized in preparing bids for tenders or quotations.

The Niagara Peninsula Standard Contract Document is available on-line at the Business/Bid Opportunities/Compliance, Standards section of the Regional Municipality of Niagara website – <http://www.niagararegion.ca/business/tenders/npscd/>

Contracts issued through tender calls and quotations will reference the Standard Document and the responsibility for obtaining or having access to the Document will rest with the bidder. The Standard Document can be utilized on all projects which clearly reference and use of the Niagara Peninsula Standard Contract Document.

### **SCOPE OF WORK**

#### **ITEM# 2, Section ‘A’**

##### **SSP-1 Traffic Control and Construction Signs**

The provisions of OPSS 706 and Special Provision A8 apply, except as amended or extended herein.

The construction work is to be divided into four areas, and the contractor shall maintain traffic flow for the entire construction period.

#### **Construction Signs**

The contractor shall supply, erect, maintain, and remove all construction signs, delineators, barricades, lanterns, and flashing lights, as necessary, where the parking lot is to be rehabilitated.

## APPENDIX D – RFT PARTICULARS

All signs shall be constructed in accordance with the Ministry of Transportation’s “Ontario Traffic Manual – Book 7” and shall be utilized in accordance with the “Traffic Control Manual for Road Work Operations”.

“Construction signs” refer to all traffic control devices and signs identified in the manual, including vehicles, etc., provided to support signs, and equipment to supply sign lighting, but excludes contract identification signs and Niagara Road number markers.

All construction signs shall have reflective surfaces conforming to Ontario Traffic Manual – Book 7, by the Ontario Ministry of Transportation. Material upon which reflective sheeting is mounted to prepare signs shall be sufficiently durable to retain its shape during any weather condition.

Construction marker supports may be constructed of metal or wood.

Signs shall be in place before traffic-affecting work begins. They shall be well-maintained and effective at all times and remain operation throughout the duration of the operation.

### Traffic Control

Flagging and signing for traffic control on this contract within the work area shall be in accordance with the Ontario Traffic Manual – Book 7, by the Ontario Ministry of Transportation.

Traffic Control must be in accordance with the Ontario Traffic Manual – Book 7, Field Edition. Handbooks are to be in the flagpersons’ possession at all times while on site, and the flagpersons shall be fully conversant with the requirements and stipulations in the handbook.

### Traffic Management and Control Plan

The Contractor shall be responsible for the preparation of a traffic management and control plan, to be provided to the Engineer for review and comment within seven (7) days of contract award. This plan shall have details for the following requirements, but shall not be limited to:

1. Traffic flows with regards to work schedule;
2. Traffic storage during disruptions;
3. Traffic management during peak traffic flows;
4. Maximum delay time;
5. Number of flag persons and communication devices  
(minimum two per location); and,
6. Use of approved temporary traffic control devices (i.e. traffic signals).

### Payment

Payment will be made upon completion of the entire job. No partial payment will be made to the Contractor.

## APPENDIX D – RFT PARTICULARS

### **ITEM# 6, Section 'B'**

#### **SSP-2 Hot Mix Asphalt**

Asphalt Cement Price Adjustments will not be applied to this contract.

### **ITEM# 8, Section 'B'**

#### **SSP-3 Base Repair – Flexible Pavement**

- The provisions of OPSS 206, and 310, and Special Provision B31 apply, except as amended or extended herein.
- The unit price bid shall also allow for the following:
- Sawcutting for the base repair areas. The actual location for the base repair areas and sawcutting lines will be determined in the field by the Engineer.
- Carrying out necessary excavation, and removal of asphalt and contaminated granular material in the base repair areas
- Supply and placement of new granular 'A' material, if required, and compaction to 100% SPMDD. Payment for granular 'A' material will be considered included under this item.
- Supply and placement of tack coat at the edges, butt joints, and the face of the concrete curbs, prior to placement of hot mix HL8 HS.

#### **Work Schedule**

The work to be performed by the Successful Bidder shall be completed by **no later than September 29, 2017**. Work shall take place during daylight hours, Monday to Sunday inclusive, including statutory holidays, unless other arrangements are approved in advance by the Region.

The Successful Bidder shall avoid unnecessary delays for lack of labour and equipment. Co-ordination of the work with the Region and other users in the area of the site and phasing of the work may also be required to facilitate access and the use of parking by the users. The Successful Bidder shall consider this in his tender price.

#### **B. Material Disclosures**

Not applicable

#### **C. Mandatory Requirements**

##### **1. Form of Tender (Appendix B)**

Each bid must include a Form of Tender (Appendix B) completed and signed by an authorized representative of the bidder.

## APPENDIX D – RFT PARTICULARS

### **2. Pricing Form (Appendix C)**

Each bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

### **3. Bid Security**

Not applicable

### **4. AODA Standards of Accessibility Compliance**

**Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region’s website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.**

## **Appendix E – Conditions of Award**

The selected bidder must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

### **1. Certificate of Insurance**

The selected bidder must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on [Niagara Region's form of Certificate of Insurance](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx) (www.niagararegion.ca/business/fpr/cert-insurance.aspx), which can be found on Niagara Region's website –. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the bidder acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the bidder will be responsible for the accuracy and validity of the information contained therein. If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

### **2. Workplace Safety and Insurance Board Clearance**

The selected bidder shall provide:

- a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board (“WSIB”), and has an account in good standing; or
- b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected bidder, the selected bidder shall provide one of the following (as the case may be):

- a) An Exemption Letter from WSIB, satisfactory to Niagara Region's Director of Legal and Court Services;
- b) An Independent Operators Status Certificate issued by WSIB; or
- c) Such further and other evidence as may be satisfactory to Niagara Region's Director of Legal and Court Services.

In addition to the indemnification provided by the selected bidder elsewhere in this RFT, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

### **3. Performance Security**

Not applicable

## Appendix F – Bid Irregularities

### Responses for Administering Irregularities Contained in Bids

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	<b>Insufficient Financial Security</b>	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	<b>Bid Document – execution</b>	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.



APPENDIX F – BID IRREGULARITIES

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
	F) Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or	Automatic rejection

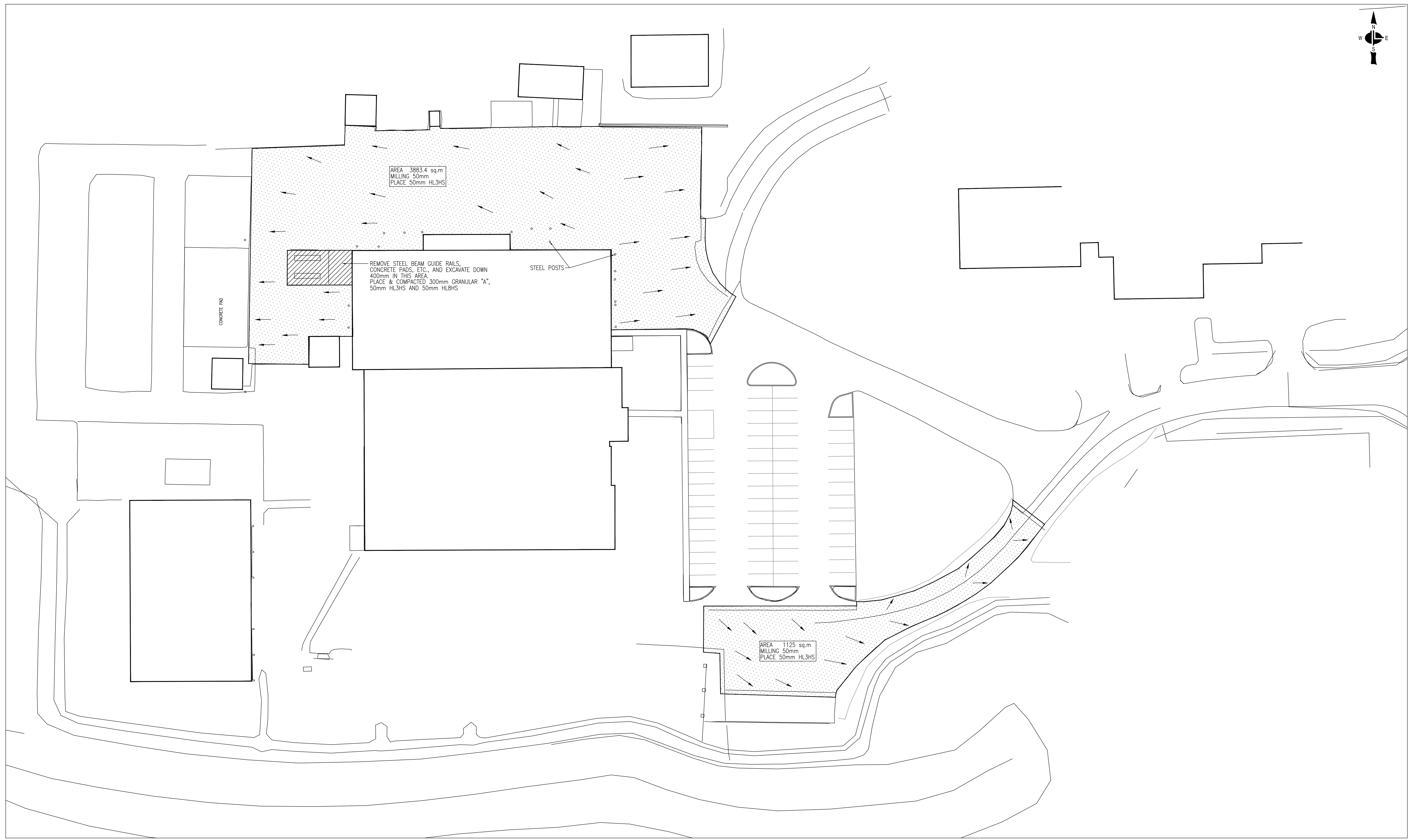
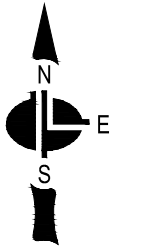
APPENDIX F – BID IRREGULARITIES

	<b><u>IRREGULARITY</u></b>	<b><u>RESPONSE</u></b>
	restricted by an attached statement).	
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

\*\* Where “working days” specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity

**APPENDIX 'G'**

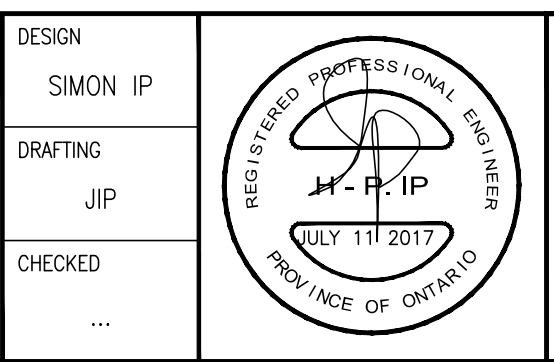
**DRAWING – 1087-R89 ACAD 2010-400 SCALE**



No.	PLOT	REVISION	DATE	INIT.
2	R89	FOR TENDER	JULY 11 2017	JIP
1	R01	BASE PLAN	2017	JIP

**NOTES:**  
 1. THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWER AND OTHER UNDERGROUND & OVERGROUND UTILITIES & STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.  
 2. PROPERTY LINES WERE PLOTTED USING REGISTERED PLANS AND BARS LOCATED IN THE FIELD. TO VERIFY THE ACCURACY OF THESE PROPERTY LINES, A LEGAL SURVEY SHOULD BE PERFORMED PRIOR TO CONSTRUCTION.

DESIGN	SIMON IP
DRAFTING	JIP
CHECKED	...



BENCHMARK DESCRIPTION	ELEVATION

**Niagara Region PUBLIC WORKS**

**The V&S Engineering Group Ltd.**  
 53 Scott Street West, St. Catharines, Ontario L2R 1E2  
 Tel: (905) 687-9010 Fax: (905) 687-4064  
 e-mail: simonip@cogeco.ca

**TENDER No. 2017 - T - 20**  
**REHABILITATION OF PARKING LOT**  
**PUBLIC WORKS SERVICE CENTRE**  
**IN THE CITY OF THOROLD**

FIELD NOTES	...
DATE	JUNE 2017
SCALE	HORIZ. 1:400
DWG No.	SI-1087-01
MUN. REF. No.	...
REV.	2

SI-1087-01