

NIAGARA PUBLIC PURCHASING COMMITTEE

REQUEST FOR TENDER (RFT)

FOR THE SUPPLY AND DELIVERY OF READY MIX CONCRETE

RFT # NP02-2012

CLOSING DATE: MARCH 8, 2012, 1:15 p.m.

Tenderers are to submit tenders to:
*The City of Niagara Falls, City Hall, City Clerks Office,
4310 Queen Street, Niagara Falls, ON L2E 6X5
no later than the above date and time.*

Tenderers are particularly requested to note that compliance with Item 10, Page 5 of the Instructions to Tenders , ***Records of Products Purchased*** is a condition of any contract award.

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(ii) DEFINITIONS

- a) "NPPC" means the Niagara Public Purchasing Committee.
- b) "the said agencies" means the participating member agencies of the NPPC stated herein and shall include all other agencies of the Niagara Public Purchasing Committee.
- c) "NPPC Representative" shall for the purposes of this RFT be: Mr. Raymond Miller, Manager of Supply and Services, City of Niagara Falls, Ontario.
- d) "RFT" means this Request for Tender.
- e) "Tenderers" means the company submitting a tender in response to this RFT.
- f) "Tender" means the tender submission delivered in response to this RFT.
- g) "Form of Tender" means pages 16 to 18 of this RFT.

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INSTRUCTIONS TO TENDERERS

1. GENERAL DESCRIPTION

This RFT covers the supply of and delivery of Ready Mix Concrete to the participating agencies of the Niagara Public Purchasing Committee (NPPC), at various locations, within the limits of the Regional Municipality of Niagara, as detailed herein. This RFT is being issued on behalf of the NPPC member agencies by the City of Niagara Falls, Supply and Services Section.

2. DATE & PLACE FOR RECEIVING TENDERS

- a) Tenders shall be received in the office of the City Clerk, Mr. Dean Iorfida, or representative, at the City Hall, 4310 Queen Street, Niagara Falls, Ontario, L2E 6X5, up until 1:15:00 p.m. local time:
Thursday, March 8, 2012.
- b) Tenders received after 1:15:00 p.m. local time will be returned unopened.
- c) Tenders will be opened at a tender registration meeting, City Clerks Office, first floor, City Hall at 1:30 p.m. local time on the above date.
- d) **The tender opening shall be for registration of tender submissions only.** Only the names of the companies who have submitted a tender shall be read out at this tender opening. No other information will be made available at the time of the tender opening. Refer to Item 16, Page 6.

3. FORM OF TENDER

- a) Tenders must be submitted on the "Form of Tender", pages 16-18 of this RFT, and enclosed in sealed envelope, provided by the tenderer with the **attached mailing label**, which is the last page of this RFT, affixed to the Envelope. The Corporation of the City of Niagara Falls will not be responsible for any tender which is lost or misplaced as a result of failure to use the said mailing label.
- b) All unit prices must be clearly indicated and all extensions and lump sum prices written in figures. The tender must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender, as issued by the Corporation of the City of Niagara Falls, unless otherwise provided herein. Tenderers will be allowed to attach descriptive literature with the sole purpose of amplifying their tender submission. Adjustments by fax or a letter to a tender already submitted **will not** be considered.
- c) The Form of Tender must be signed in the space provided on the Form and must include the signature of a responsible official of the tendering company.

4. MAILING LABEL

The attached mailing label (last page) **must** be affixed (glued) to an appropriate sized envelope, approximately 9" x 12" and submitted to the Corporation of the City of Niagara Falls prior to the closing date. **Deliver only to: City Clerk's Office, Niagara Falls City Hall, 4310 Queen Street, Niagara Falls, Ontario, L2E 6X5.** Tenders submitted that do not have this label affixed may be rejected. It is the tenderer's responsibility to ensure their tender submission envelope is delivered only to the City's Clerk Office prior to the date and closing time stated herein.

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5. PARTICIPATING NPPC AGENCIES

Some of the participating NPPC agencies of this RFT are listed below but not necessarily limited to:

1. The Regional Municipality of Niagara
2. The City of St. Catharines
3. The City of Niagara Falls
4. The City of Welland
5. The Town of Fort Erie
5. The Town of Lincoln
6. The Town of Niagara-On-The-Lake
7. The Township of West Lincoln
8. The Township of Wainfleet
9. The Niagara Parks Commission
10. Brock University
11. Niagara College
12. The District School Board of Niagara
13. The Niagara Catholic District School Board.
14. and related agencies to all of the above organizations.
15. Other NPPC participating agencies

Other NPPC Agencies not listed above may choose to participate in any contract award resulting from this RFT. A complete listing of all member agencies of the Niagara Public Purchasing Committee can be viewed on the following Web Site: <http://www.nppc.ca>

6. CONTRACT PERIOD

Contracts will be awarded for the period April 1, 2012 to March 31, 2013. A one year extension to the contract(s) may be considered. Such extension (if any) will be at the discretion of the member agencies of the Niagara Public Purchasing Committee and shall be issued by notice to the successful tenderer(s) at least thirty (30) days prior to March 31, 2013.

7. PRICING

Prices stated are to remain firm for the life of the contract. NO PRICE ADJUSTMENTS, other than due to Federal or Provincial legislation or regulation will be permitted

8. REQUIREMENTS

All material will be supplied on demand, as required by each participating NPPC agency. Each participating member agency will be responsible for ordering their own requirements.. Equipment and procedures utilized in delivering and unloading ready mixed concrete materials must meet all government and industry safety standards. No specific estimates for any participating agency including the Regional Municipality of Niagara are given. The estimates on the Form of Tender are for the guidance of the tenderer only and are not intended as an indication of quantities for future orders that may result from this RFT.

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9. F.O.B. POINT

All materials tendered are to F.O.B. delivered, as required to job sites within the Regional Municipality of Niagara.

10. RECORDS OF PRODUCTS PURCHASED

The successful supplier **must keep** accurate records of all items purchased by each participating NPPC agency. Upon request by any NPPC agency, this report, which shall detail the quantity and description of each item purchased by each NPPC member agency, shall be sent in a printed or digital format to the NPPC representative or designate who issued the RFT on behalf of the said agencies. The report should include the following minimum information: description, quantity, date shipped, ship to address and total cost. It is anticipated that this report will be requested on an annual basis and will cover those purchases for the just completed annual time period. Any supplier who refuses to submit a usage report may, at the discretion of the said agencies, be ineligible to submit tenders on future contracts.

11. CLARIFICATION

It will be the tenderer's responsibility to clarify any details in question before submitting a tender. All official correspondence in regard to the specifications must be directed to and will be issued by the Manager of Supply and Services for The Corporation of the City of Niagara Falls, Clerk's Department, Municipal Service Centre, 3200 Stanley Avenue, Niagara Falls, Ontario, L2E 6S4, telephone: 905-356-7521 extension 4300. The Agencies of the Niagara Public Purchasing Committee will assume no responsibility for any oral instruction or suggestion.

12. WITHDRAWAL OF TENDER

A tender submission may only be withdrawn unopened after it has been deposited, if a request in writing from the tenderer is received by the Manager of Supply and Services prior to the time of the RFT closing as stated herein. Address requests to: Manager of Supply and Services, City of Niagara Falls, Municipal Service Centre, 3200 Stanley Avenue, Niagara Falls, Ontario, L2E 6S4

13. DISQUALIFICATION OF TENDERERS

More than one tender from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between tenderers will be sufficient cause for rejection of all tenders so affected. Also tenders will only be received from single firms only. Joint tender submissions will not be accepted

14. ERROR AND CORRECTION

The Agencies of the NPPC will make all necessary corrections to any tender submissions which is in error through addition or extension; the corrected value prevailing.

15. ANNOUNCEMENT

No announcement concerning the tender award will be made until complete reports are approved by the participating agencies of the Niagara Public Purchasing Committee.

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16. SUMMARY OF TENDERS RECEIVED

As has been the practice for several years, the summary of all tenders received including total and unit pricing shall be posted on the City of Niagara Falls Bid Opportunities Internet Web page: www.niagarafalls.ca/bids no later than three days following the tender opening. By submitting a tender in response to this Request for Tender, the Tenderer thereby agrees to having this summary posted.

17. AWARD BY INDIVIDUAL NPPC AGENCIES

The individual agencies of the Niagara Public Purchasing Committee, as generally described but not limited to those agencies named herein, may at their own discretion, award all or a portion of the products described herein to one or more tenderers. **No single award contract or purchase order will be issued covering all agencies.** Each individual agency will make their own decision(if any) to award all or a portion of the products described herein to one or more tendering companies for reasons that are in their best interests or provide the best value for each agency. Individual agencies will at their own discretion place orders (if any) for some or all (but not necessarily all) of the products listed herein with any successful tenderers. Successful tenderers must accept orders (if any) from the said agencies and invoice the individual said agencies per the orders placed by these agencies.

18. ACCEPTANCE OR REJECTION OF TENDERS

The agencies of the Niagara Public Purchasing Committee reserve the right, in their absolute discretion to accept a tender which it deems most advantageous to themselves and the right to reject any or all tenders, in each case without giving any notice. The lowest or any tender will not necessarily be accepted. In no event will any member agency of the NPPC be responsible for the costs of the preparation or the submission of a tender from any tenderer.

Tenders which contain conditions or otherwise fail to conform to the Instructions to Tenderers may be disqualified or rejected. The member agencies of the NPPC may, however, in their sole discretion, reject or retain for their consideration tenders, which are non-conforming because they do not contain the content or form required by the Instruction to Tenderers or for failure to comply with the process for submission set out in these Instructions to Tenderers.

Except as expressly and specifically permitted in the Instructions to Tenderers, no tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Tender, and by submitting a tender, each tenderer shall be deemed to have agreed that it has no claim.

19. TAXES

The Harmonized Sales Tax **shall be extra on unit prices tendered.**

20. ESTIMATED QUANTITY

All quantities indicated on the Form of Tender, are estimates only and shall be used as a basis for calculation upon which the award will be made. The quantities are not guaranteed to be accurate and are furnished without any liability on behalf of the member agencies of the Niagara Public Purchasing Committee

21. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACTS

Any documentation submitted in respect to this RFT shall be subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O.1990,c. M.56, as amended and the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended.

22. CONFIDENTIALITY

The tender submitted must not be restricted by any statement, covering letter or alteration by the tenderer in respect of confidential or proprietary information. The Agencies of the Niagara Public Purchasing Committee will treat all tenders submitted as confidential in respect to proprietary or confidential information **but not including unit or total prices**. *The Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c.M. 56*, as amended and *The Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended. shall apply in respect to all tenders received.

23. RESTRICTIVE STATEMENTS, MODIFIED CHANGED OR ALTERED TENDER SUBMISSIONS

- a) The participating NPPC agencies reserves the right to reject any tender submission which is restricted by any wording, sentences, clauses, copies or agreements or contract samples included by the tenderer in their tender submission. The said agencies shall make the sole determination of which of the above constitutes a restriction. Also, tender submissions which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, may be rejected
- b) The participating NPPC agencies reserve the right to waive informalities at their sole discretion

24. INFORMAL TENDERS

Tender submissions which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The Niagara Public Purchasing Committee Agencies reserve the right to waive informalities at their sole discretion.

25. ADHERENCE TO REQUIREMENTS

The tenderer is requested to adhere strictly to all requirements and complete all sections of this RFT including all appendices and addenda. Failure to do so may be sufficient cause for rejection of the tender submission.

26. AGREEMENT IN WRITING ONLY

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this RFT, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

27. IRREVOCABLE TENDERS

Tenders submitted shall be irrevocable and shall be open for acceptance for a period of not less than ninety (90) days from the stated closing date for tender submissions.

28. PAYMENT IN CANADIAN FUNDS

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds.

29. ERASURES AND ALTERATIONS

Any erasures, alterations or cross-outs must be initialled in ink by the tenderer. Failure to do so may result in the rejection of the tender's tender submission.

30. NOTIFICATION OF POTENTIAL TENDERERS NOT GUARANTEED

The issuing agency for this RFT, The City of Niagara Falls, posts notification of all RFT's on its Internet Web Site. Tenderers are to review this Web Site to inform themselves of any RFT opportunities. The Agencies of the Niagara Public Purchasing Committee shall not guarantee that previous successful tenderers nor any potential tenderers shall be notified by any means electronic or otherwise of any RFT. It is the responsibility of any potential tenderer to check the Web Site of the issuing agency regarding any current RFT opportunity. The said Web Site is: www.niagarafalls.ca/bids

31. LIMITATION AND WAIVER OF DAMAGES

The tenderer, by submitting a tender, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process. Also the tenderer, by submitting a tender, also waives any claim for loss of profits if no agreement is made between the tenderer and the Agencies of the Niagara Public Purchasing Committee.

32. CANCELLATION OF CONTRACT

Failure by any contractor, following award of contract, to supply or deliver the products within an agreed period or to deliver or to supply any product that fails to meet the specifications contained herein or failure to honour the prices stipulated in the contract will result in the cancellation of the contract between the contractor and the agencies listed in this RFT. Such cancellation shall be at the sole discretion of the Agencies of the Niagara Public Purchasing Committee.

33. SUB CONTRACT

The successful tenderer will not without the written consent of the participating agencies, make any assignment or sub contract for the execution of any product hereby tendered.

34. STANDARDS AND LEGISLATION: FAILURE TO COMPLY

The successful tenderer may be required to provide written documentation that all materials and services offered in the tenderer's tender submission meet Municipal, Provincial and Federal Government standards, legislation and laws. Failure by the successful tenderer to comply with these laws, legislation, regulations and provisions shall be just cause for the Agencies of the Niagara Public Purchasing Committee, at their discretion, to stop performance of this contract, until such times as the successful tenderer complies with these laws etc. Also these agencies may, at their discretion, award the contract to any other supplier or may re-issue the RFT. These agencies may also assess against the supplier any damages whatsoever as a result of failure to comply.

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35. **FAILURE TO COMPLY WITH ALL TERMS OF THIS RFT**

Failure to comply with all terms, specifications, requirements, conditions and provisions of this RFT, to the satisfaction of the said Agencies, shall be just cause for the cancellation of the contract award. The Agencies of the Niagara Public Purchasing Committee shall then have the right to award this contract to any other supplier or to re-issue the RFT. These agencies shall assess against the said supplier any damages whatsoever as a result of failure to comply.

36. **GOODS AND MATERIALS SUITABLE FOR USE**

The tenderer warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this RFT, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

37. **PROTECTION OF THE AGENCIES OF THE NIAGARA PUBLIC PURCHASING COMMITTEE**

The successful tenderer(s) shall at all times well and truly save, defend, keep harmless and fully indemnify the Agencies of the Niagara Public Purchasing Committee and their servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by these agencies, their servants, employees or agents, including the payment of all legal fees by the successful tender(s) in any way relating to goods, materials, articles or equipment, supplied, or the supplying thereof, or work or services, performed, or the performing thereof, pursuant to this RFT, or relating to inventions, copyrights, trade marks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

38. **ADDITIONAL REQUIREMENTS**

The Agencies of the Niagara Public Purchasing Committee reserve the right to add or delete items listed herein following award of any contract(s) or purchase order(s) resulting from this RFT. Unit prices stated by the tenderer shall apply.

39. **OMISSION & MIS-STATEMENTS**

The several parts of this RFT shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any part of the work contemplated, the successful tenderer company shall, at its own expense, and without making any extra claim, therefore, execute the same as if it has been properly described, and the correction of any such omission or mis-statement shall not be deemed to be an addition to, or deviation from the services that may be awarded as a result of this RFT.

40. **AGREEMENT WITH TERMS**

By submitting a tender the tenderer agrees to all the terms and conditions of this RFT. Tenderers who have obtained this RFT and any addenda electronically must not alter any portion of this RFT. To do so will result in the rejection of the tenderer's delivered tender submission.

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41. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- Purchase Order or Contracts from any Participating NPPC Agency
- Addenda (if any) as issued
- Instructions to Tenderers
- Form of Tender
- Specifications
- Any drawings, plans or photographs attached to this RFT.

42. ANTI LOBBYING RESTRICTIONS AND REQUIRED DISCLOSURE

- a) Tenderers, their company staff members, or anyone involved in preparing their tender submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the RFT and subsequent procurement process. This anti-lobbying restriction extends to all staff and elected Board Council members of all Agencies of the Niagara Public Purchasing Committee.
- b) In the event of any such lobbying, the said Agencies may reject any tender submission by that tenderer without further consideration and terminate that tenderer's right to continue in the RFT and any subsequent procurement process. All correspondence or contact by interested parties with the said Agencies must be directly and only with the issuing agency's contact person identified in this RFT. It should be duly noted by all tenderers that this anti-lobbying restriction extends from the release date of this RFT through to the date and time when the said Agencies formally award the contract by purchase order or other means. Any lobbying undertaken during this time frame by any tenderer or their company staff members, or anyone involved with their tender submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the said Agencies, their staff and the elected Board or Council of these Agencies that may necessarily include contact with potential tenderers to this RFT regarding other business.
- c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the said Agencies, their authorized staff, the issuing agency's contact person or their authorized designates

43. TENDER SUBMISSION IN ENGLISH

Tender submissions must be prepared in English and tenderers must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the tenderer.

44. LIABILITY FOR ERRORS

While the Agencies of the Niagara Public Purchasing Committee has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained in this RFT is supplied solely as a guideline for tenderers. The information is not guaranteed or warranted to be accurate by the said Agencies, nor is it necessarily comprehensive or exhaustive. Nothing in this RFT is intended to relieve tenderers from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

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45. FINAL DATE FOR QUESTIONS FROM TENDERERS RELATING TO THIS RFT

Due to the time constraints required to issue addenda (if any), tenderers must submit any questions relating to this RFT, no later than seven (7) days prior to the closing date stated herein.

46. RIGHTS TO TENDER SUBMISSION

Upon receipt of any tender submission in response to this RFT, the participating NPPC agencies shall retain the right to determine the use of the tender submission for its own purposes. Tenderer's shall not use their tender submission for any other purposes whatsoever, including revealing any content of their tender submission or making copies for other agencies, firms or companies not being a legal part or division of the tenderer's company, unless permission for any such use is receiving in writing by the tenderer from the NPPC representative. Tenderers must make a request in writing to the NPPC representative for the intended use of their tender submission for any other purposes than as stated herein.

47. SUSPENSION OF ACTIVITY

- a) All tenderers are advised and put on notice that notwithstanding anything else contained in this RFT that all tenderers are forewarned and advised that if the Agencies of the Niagara Public Purchasing Committee chooses not to proceed with this RFT process or any subsequent procurement process or any stage including, without limitation, the completion of the RFT process, the commencement, implementation or completion of any RFT process or other procurement process and/or the award, negotiation or the finalization of any agreement or contract and that accordingly, all tenderers acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the RFT or subsequent procurement process (if any) by the said Agencies, then the tenderers shall have no claim against the said Agencies for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.
- b) The said Agencies reserve the right to exercise complete and unfettered discretion in all aspects of the conduct of the RFT and any subsequent procurement process, the assessment and evaluation of tender submissions, including the determination of criteria and the selection, if any, of successful tenderer(s), without incurring any liability whatsoever to any tenderer, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.
- c) Without limiting the generality of the foregoing, the said Agencies, in their sole and unfettered discretion, reserve the right to change the dates, schedules and deadlines set out in this RFT, or to change the scope of the project, or to cancel the RFT, without stating reasons therefore. The said Agencies also reserve the right to accept or to reject any or all of the tender submissions received. Also, the said Agencies reserve the right to proceed as, in their sole and unfettered discretion, following receipt of the tender submissions, including, without limitation, issuing a second or more, or a modified RFT or entering into contract negotiations with any tenderer.
- d) The lowest priced tender submission(s) received will not necessarily be accepted.
- e) The issuance of this RFT and the receipt of any tender submission from any tenderer does not commit the said Agencies to award a contract or purchase order or to pay any costs incurred in the preparation of any tender by any tenderer, or in any tenderer's attendance at any meetings that may be called by the said Agencies.

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48. ADJUSTMENTS TO TENDER SUBMISSIONS AFTER THE CLOSING DATE

No adjustments by any tenderer to their tender submission will be permitted after the stated closing date for this RFT, except as otherwise provided herein.

49. PATENTS, INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT, TRADEMARKS, AND TECHNOLOGY RIGHTS

By submitting a tender, the tenderer warrants that the information contained in its tender does not infringe any Patents, intellectual property rights, Copyright, Trademarks, Technology Rights of any third party and agrees to defend the member agencies of the NPPC at the tenderer's own expense, in all suits, actions or proceedings in which the said agencies are made a defendant for actual or alleged infringement of any Canadian or foreign letters patent, intellectual property rights, copyright trademarks, technology rights or any other related rights to the above resulting from the said agencies' contractual relationship with the tenderer and the tenderer's use of any or all technologies, methodologies, strategies in providing the services required herein. The tenderer further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the said agencies. The tenderer agrees to indemnify and hold harmless the said agencies from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the said agencies' contractual relationship with the tenderer and the tenderer's use of any or all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by the tenderer that these covenants are irrevocable and perpetual.

50. LITIGATION WITH NPPC MEMBER AGENCIES

No tender submission will be accepted from any tenderer including individuals employed by or associated with the tenderer's company or associated or related companies of the tendering company and individuals employed by same who have / has a claim or has instituted a legal proceeding against the member agencies of the NPPC or against whom the said agencies have a claim or has instituted a legal proceeding, without the prior approval of elected Boards or Councils of the said agencies. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFT.

Specifications

- a) **All materials** quoted must meet current Ontario Provincial Standard Specifications including:
- OPSS 1350 - Material Specification for Concrete - Materials and Production
- OPSS 1359 - Material Specification for Unshrinkable Back Fill

Unshrinkable fill will consist of a maximum of 25 kg of Type 10 Portland cement per cubic metre. The unshrinkable fill aggregates must be in accordance with the Canadian Standards Association (CANA 23.1) Specification. The slump for unshrinkable fill shall be between 150 and 200mm. Air entrainment may be used to CAN3-A23.1 The measured strength at 28 days must not exceed 0.7MPa.

- b) **Cement**

Portland cement shall conform to the requirements for normal Portland cement in CSA A-3000

- c) **Fine Aggregate**

Fine aggregate shall consist of natural or manufactured composed or clean, hard, durable, uncoated particles free from lumps of clay, soft or flaky material and at the time of use shall be free from crusts of hard or frozen material. The fine aggregate shall be uniformly graded from coarse to fine and shall meet the following grading requirements.

Tyler Standard Sieve, Square Openings

Sizes	Percentage by Weight
Passing 3/8" Sieve	100%
Passing No. 4 Sieve	Not less than 90%
Passing No. 48 Sieve	10 to 25%

Aggregates shall conform with the requirements of C.S.A. Standard A23.1

- d) **Coarse Aggregate**

Coarse aggregate shall consist of crushed stone having strong, uncoated, durable pieces and uniform quality throughout. It shall be produced with bedded rock formations and from sources of approved natural origin. The coarse aggregates shall meet the following grading requirements.

Sizes	Percentage by Weight
Passing 1" Sieve	95 to 100%
Passing 1/2" Sieve	25 to 60%
Passing No. 4 Sieve	0 to 10%

Aggregates shall conform with the requirements of CSA. Standard A23.1

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e) **Water**

Water to be used for mixing concrete shall be clean and free from injurious amounts of oil, alkali, organic matter or other deleterious substances, and shall conform with the requirements of CSA Standard A23.1 clause 4.2.2.

f) **Air Entrainment Agent**

An approved air entrainment agent shall be added in such amounts as to produce the appropriate air content indicated in CSA A23.1 Table 4 at the time of placing, as determined by an approved air meter. The air entraining agent used by the Contractor must be approved by the said Agencies. The air entraining agent, when added separately, shall be added by volume in the amount specified in the designated mix. This amount is subject to field adjustment to give the air content specified.

g) **Mixing and Delivery**

The concrete shall be mixed and delivered in batching plants and truck mixers meeting the 2004 edition of CSA A23.1 or the latest revision, thereof specifications for ready mixed concrete. If additional water is required, the mixer shall be run for a minimum of 20 additional revolutions to ensure homogeneity of the concrete before discharge. The concrete shall be delivered to the site of the work in the location specified and the discharge completed within ninety (90) minutes after the materials have been added to the mixer. Discharge chutes shall be kept clean and free from hardened concrete and may be wetted down prior to use.

NOTE: Any N.P.P.C. agency ordering ready mix concrete under the terms and conditions of this RFT and the subsequent award by the agency **SHALL NOT** pay for waiting time for deliveries arriving **before the time** stipulated for the delivery to the site designated by said agency.

h) **Design Specifications**

Unless otherwise stated by the Municipal employee at the time of ordering the concrete, the following specifications of the concrete shall be carried out by the Contractor:

CSA Exposure Classes:

- CSA Exposure Class C-1, 35MPa, 0.40 maximum W/CM ratio
- CSA Exposure Class C-2, 32 MPa, 0.45 maximum W/CM ratio
- CSA Exposure Class C-3, 30 MPa, 0.50 maximum W/CM ratio
- CSA Exposure Class C-4, 25 MPa, 0.55 maximum W/CM ratio

The minimum allowable compressive strength of the concrete after 28 days shall be the strength specified in the Form of Tender.

h) Design Specifications....continued

The minimum quantity of cement in each type of concrete shall be per OPSS 1350 Material Specification for Concrete Materials and Production for:

20 Mpa	concrete	310 Kg M ³
25 MPa	concrete	325 Kg M ³
30 MPa	concrete	355 Kg M ³
35 MPa	concrete	415 Kg M ³

- No mixtures will be permitted to comply with the strengths specified.
- The nominal maximum sizes of the coarse aggregate shall be 20 mm.
- The required slump of the concrete, at the time of placing, shall be 70 mm plus or minus 10mm.
- The minimum and maximum air content of the concrete as determined at the time of placing by an air meter, shall be 5 to 7%.

The Contractor shall show proof of ability to produce concrete to meet these specifications prior to the awarding of the contract.

I) Control Inspection and Testing

The Engineers and inspectors of the said Agencies shall be afforded full facilities for the inspection and testing of both the concrete itself and the constituent materials, both at the site of the work, or at any plant used for the manufacture of concrete, to determine whether the concrete is being supplied in accordance with these specifications.

During the course of the work, various control tests may be carried out by the said Agencies as follows:

Slump test in accordance with CSA A23.2 -5C to control consistency and check batch to batch uniformly.

Compressive strength test based on 6" x 12" standard cylinders made from concrete incorporated in the work. The method of making and curing test specimens shall be as specified in CSA A23.2 - 3C and the method of testing in compression shall be as specified in CSA A23.2 -9C.

Air content as determined by an approved air meter at the point of placing.

Such other tests as the said Agencies may from time to time determine which are in keeping with the determination of compliance with the requirements of these specifications.

If the measured slump or air content falls outside the limits specified, a check test shall be made. In the event of a second failure, the said Agencies reserve the right to refuse to permit the use of the batch of concrete represented.

j) Accelerated Strength (High Early Strength) Concrete

- The accelerated strength concrete (including cylinders) shall be tested in conformance with the autogenous curing test procedure C of ASTM C684.
- The tested strength shall be no less than 75% of the design strength (eg. 30MPa) in 24 hours.
- The NPPC participating agency's inspector or representative shall be given a copy of the tickets from the concrete plant for all loads containing accelerated strength concrete mix.

THE NIAGARA PUBLIC PURCHASING COMMITTEE
SUPPLY & DELIVERY OF READY MIXED CONCRETE
RFT # NP02-2012
FORM OF TENDER - Page 2

Name of Company	
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FUEL SURCHARGE	\$	Per Load
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UNERLOAD CHARGES - PER LOAD H.S.T. Extra

Less than 2 M ³	\$	Less than 3 M ³ - 2 M ³	\$
Less than 4 M ³ - 3 M ³	\$	Less than 5 M ³ - 4 M ³	\$

Regular Delivery Hours:	From:	To:
Specify when winter heating charge to apply		
Specify when summer cooling charge to apply		

Waiting Time:	Waiting Time to begin no earlier than arrival on Job Site by Suppliers Truck. Compliance with this stipulation is mandatory for all tenderers.
Tenderer's Signature	

Specify when waiting time is to begin:	
Grace time given for waiting time after arrival at job site:	Minutes
Charge for waiting time following grace period	\$ Per Minute

UNLOADING TIME:

Allowed time for unloading:	Minutes
Additional time charge for unloading:	\$ Per Each 15 Minutes

OVERTIME CHARGES	\$ M ³	\$ M ³	\$ M ³
	4:00 p.m. to 8:00 p.m.	8:00 p.m to Midnight	Midnight to 8:00 a.m.
	\$ M ³	\$ M ³	\$ M ³
State other times than above or attach extra sheet			

**THE NIAGARA PUBLIC PURCHASING COMMITTEE
 SUPPLY & DELIVERY OF READY MIXED CONCRETE
 RFT # NP02-2012**

FORM OF TENDER - Page 3

Plant Location (1)	
Plant Location (2)	
Terms of Payment	
Plant Open During Year:	From: _____ To: _____

CONTACT PERIOD: The contract period shall be from April 1, 2012 to March 31, 2013

Company Name	
Contact Name	
Title	
Signature	
Address (Street & No.)	
City/Town Prov & Postal Code	
Telephone / Fax Numbers	Telephone: _____ Fax: _____
E-mail	
Witness Signature	
Title of Witness	
Date Signed and Witnessed	Day: _____ Month: _____ Year: _____

**THE NIAGARA PUBLIC PURCHASING COMMITTEE
 SUPPLY & DELIVERY OF READY MIXED CONCRETE
 RFT # NP02-2012**

NOTICE OF NO BID

It is important to the said Agencies to receive a reply from all potential tenderers. There is no obligation to submit a tender in response to this RFT, however, should a company choose not to submit a tender, completion of this form will assist the said Agencies in determining your company's interest in future Request for Tenders.

INSTRUCTIONS

If your company is unable, or do not wish to submit a tender in response to this RFT, please complete the following portions of this form. State your reason for not submitting a tender by checking the applicable line or by explaining briefly in the space provided. It is not necessary to return any other pages or forms of this RFT. Please just return this completed form by mail or by fax prior to the closing date. Fax Number: 905-356-1774

#	Reasons for Not Submitting a Tender	Check box
1	We do not supply this commodity or service	
2	We do not supply this commodity to the specifications listed above	
3	Unable to be competitive	
4	Cannot handle due to current production load	
5	Quantity Reason: Commodity Supply too large	
6	Quantity Reason: Commodity Supply too small	
7	Cannot meet delivery or completion requirements	
8	Agreements with Quarries do not permit us to sell directly	
9	Licensing restrictions	
10	We do not wish to submit a tender on this commodity or service in the future	

Other reasons or additional Comments:	
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Company Name	
Contact Person	
Phone Number	
Fax Number	
E-mail	

From:

(State Company Name & Address above)

To: City Clerk
The Corporation of the City of Niagara Falls
City Hall, 4310 Queen Street
Niagara Falls, ON L2E 6X5

TENDER ENVELOPE

Ready Mixed Concrete - RFT # NP02-2012

Closing Date: March 8, 2012 at 1:15 p.m. Local Time

This envelope contains only: FORM OF TENDER

This envelope must be sealed