

NIAGARA PUBLIC PURCHASING COMMITTEE
REQUEST FOR TENDER (RFT)
FOR THE SUPPLY AND DELIVERY OF GRANULAR MATERIALS

RFT # NP03-2012

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 Tenderers, ***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 17 of this RFT.

NIAGARA PUBLIC PURCHASING COMMITTEE
SUPPLY AND DELIVERY OF GRANULAR MATERIALS
RFT # NP03-2012

INSTRUCTIONS TO TENDERERS

1. GENERAL DESCRIPTION

This RFT covers the supply of and delivery of Granular Materials 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 16-17 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. 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 June 1, 2012 to May 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 tenderers at least thirty (30) days prior to May 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

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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.

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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.

1. MATERIALS

All materials must conform with the current Ontario Provincial Standard Specifications: OPSS Division 10, "Material Specification for Aggregates" and OPSS 314, "Construction Specification for Untreated Granular Subbase, Base, Shoulder and Stockpiling" as it applies to the quality and the physical characteristics of stone.

The stone and gravel shall be obtained from crushing into specified screened sizes, clean, sound, hard, durable rock, such as trap, limestone or granite or into a conglomerate of miscellaneous sizes. Dust shall be screened out in each specified size of crushed stone. Class "B" gravel shall be pit run and not require crushing.

Specific Materials shall conform to the OPSS specification stated in the Form of Tender.

2. SUBSTANDARD MATERIALS

All material must be satisfactory to the Engineer or responsible officer of the participating NPPC agency. Only tests made by the Engineer or responsible officer, as the material is being loaded for delivery or made at the site of work, shall determine whether the material is acceptable.

Should the supplier offer for acceptance at any time, material which is of inferior quality or not conforming to the specifications as outlined in their specification and the Form of Tender to the entire satisfaction of the participating NPPC agencies, such material will not be accepted, but will be at once be taken off the works or job site by and at the expense of the supplier. Should the supplier refuse to remove any material not accepted, the participating NPPC agency will have same removed and charge the cost of doing so to the supplier.

3. WEIGHTS

The measurement of Granular Material quantities will be determined by net weight as recorded by a Government Certified Weigh Scale. The supplier will be responsible for the weighing on a suitable Government Certified Weigh Scale by truck of such a size and capacity that the load may be weighed in one operation. Axle load weights will not be accepted for the payment of invoices covering truck deliveries.

Duplicate numbered weigh bills will be provided by the supplier. Both copies will be signed by a foreperson or responsible representative of the participating NPPC agency.

The onus will be on the supplier to ensure that the participating member NPPC agency's foreperson or responsible officer, is furnished with all certified delivery slips at the time of delivery. No payment for material will be made on delivery slips received in the mail, etc.

The participating NPPC agency's Engineer or responsible officer shall have the right to verify the weight of any load of material. The supplier will be reimbursed for the cost of the extra haulage time and other expenses involved at the rate of ten (\$0.10) cents per tonne mile of extra haul if any load of material is to be weight checked at the specific request of the participating NPPC agency's Engineer or authorized agent.

If the actual weights are less than that indicated on the delivery slips, the total weight delivered on that day will be reduced by a percentage equal to he percentage deficiency in the loads checked.

4. DELIVERY VEHICLES

Granular Materials shall be delivered as, when and where directed, by the participating NPPC agency concerned. Each load shall be protected with a tarpaulin in such a manner that no loss will be encountered in transit due to weather or traffic conditions. The body of the delivery unit must be in good condition, and the tail gate secured so that no leakage of Granular Materials will occur during transit.

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5. WORK SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the *Occupational Health & Safety Act, R.S.O. 1990,c.O.1* as amended.

6. EMERGENCY DELIVERIES

The participating NPPC agencies will endeavour to order the materials required in advance, but in cases of emergency as identified by the participating NPPC agencies, such emergency delivery must be made within one (1) hour of the request being received by the supplier.

7. FOB POINT

In most instances the Regional Municipality of Niagara and the City of St. Catharines will pick up Granular Materials at the supplier's quarry. The City of Niagara Falls and the Niagara Parks Commission will generally request that materials be delivered by the supplier. The Town of Fort Erie and the City of Welland may choose to pick up materials in certain instances and request delivery be made by the supplier in other instances.

In order to simplify the pricing under the various cases noted above, tenderers are requested to submit prices for each of the Granular Materials F.O.B. the tenderer's quarry or pit and loaded onto trucks. This same material price would apply, regardless of whether the participating NPPC agency picks up the material or requests delivery by the supplier.

To cover those situations where delivery is required, tenderers are to submit a separate delivery price per tonne for each of the delivery locations listed below. This same price per tonne for delivery shall apply to any of the Granular Material items listed on the Form of Tender. Thus the total delivered price for a particular delivery location would equal the material cost per tonne plus the delivery cost per tonne times the number of tonnes delivered.

Please note that the City of Niagara Falls lists two (2) delivery zones rather than a specific delivery address and prices tendered for delivery to The Corporation of the City of Niagara Falls should allow for delivery to any job site within the particular delivery zone stated below.

8. REQUIREMENTS

Quantities shown on the Form of Tender estimated requirements only for June 1, 2012 to May 31, 2013 and are not to be understood as firm order amounts. Each NPPC agency will determine the quantities required and each agency reserves the right to purchase more or less than the estimated quantities stated without penalty.

All material will be supplied upon demand, as required by the work forces of each of the participating NPPC agencies.

9. LOCATION OF PLANT

The Regional Municipality of Niagara, the City of Welland and the Town of Fort Erie (and if desired by any other participating NPPC agency) will order material for pick up or request delivery of materials from the tenderer's pit or quarry whose proximity to the job site provides the lowest set cost when both unit prices and delivery costs are considered.

Other participating NPPC agencies may consider the proximity of the pit or quarry to the agency's job site or delivery location as a transportation "cost" factor in the awarding of a contract (if any) from this RFT for all material that is to be purchased F.O.B. quarry or pit. This will be applied as the MTO Subsidizable rate to the job site or delivery location.

**SUPPLY AND DELIVERY OF GRANULAR MATERIALS
SPECIFICATIONS**

10. MEASUREMENT AND PAYMENT

Measurement and payment shall be made on the basis of tonnes (in bulk only) specified and accepted. Such payment shall constitute full compensation for the supply and delivery to the destinations and in the quantities and at the time specified in the Purchase Order.

Invoices from the supplier are to be sent to each participating NPPC agency for any material ordered for delivery or pick up by that agency. The participating NPPC agencies will issue separate purchase orders or other purchase agreements to cover the purchase of material for the year period stated above. The successful tenderers are to deal individually with each participating NPPC agency for all orders placed and payment for these orders. The prices submitted on the Form of Tender shall be firm for each participating NPPC agency for the duration of the contract.

11. DELIVERY LOCATIONS

Delivery locations shall include but shall not be limited to:

a) City of Niagara Falls

Zone 1 Delivery to any job site north of the Welland River in the City of Niagara Falls

Zone 2 Delivery to any job site south of the Welland River in the City of Niagara Falls

b) Town of Fort Erie

1818 Pettit Road, J.L. Gibson Centre, Fort Erie, Ontario

c) Niagara Parks Commission

Maintenance Centre, Niagara Falls, Ontario

d) City of St. Catharines

283 Lake Street, St. Catharines, Ontario

or 320 Geneva Street, St. Catharines, Ontario

e) City of Welland

Delivery to any job site within the municipal boundaries of the City of Welland

12. PARTIAL PRICING

Tenderers may submit prices on any or all items on the Form of Tender.

13. INSURANCE

The successful tenderers shall carry sufficient insurance to indemnify all participating NPPC agencies, from and against all liability under statutes, laws and regulations, and in respect to all claims that may arise or be made against the participating NPPC agencies, at common law or otherwise by reason of injury or death of any person or persons or employee or employees of the successful tenderer and / or approved sub contractor employed in the work.

14. PRICES

Prices tendered are to be in Canadian funds in metric units, per net tonne.. Upon acceptance of the tenderer's tender by any participating NPPC agency, prices as stated on the Form of Tender shall remain firm for the period June 1, 2012 to May 31, 2013.

SECTION A

Company Name	
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I, We the undersigned, having examined the complete RFT including this Form of Tender, do hereby offer and agree to enter into an agreement with the individual participating members of the Niagara Public Purchasing Committee to supply Granular Materials as listed below for a firm price for the period, **June 1, 2012 to May 31, 2013**. Prices stated below are for the guidance of the tenderers only and shall be used by the member agencies of the NPPC for evaluative purposes to select successful tenderers and shall not be understood to be firm or any order quantities for any contract that may result from this RFT.

ALL LINES MUST BE COMPLETED BY THE TENDERER

PRICE PER TONNE AT QUARRY OR PIT LOADED ON PARTICIPATING NIAGARA PUBLIC PURCHASING COMMITTEE AGENCY'S OR SUPPLIER'S TRUCKS

For some quarries, items 1, 3, 7 and 11 are considered the same product

#	DEFINITION AND SPECIFICATIONS	EST. QUANTITIES TONNES	UNIT PRICE PER TONNE Taxes Extra
1	5/8" Granular Class "A" (Spec - OPSS 1010)	10,000	\$
2	7/8" Granular Class "A" (Spec - OPSS 1010)	10,000	\$
3	Granular Class "M" (Spec - OPSS 1010)	250	\$
4	Granular Class "A" (Spec - OPSS 1010) 3/4" T.B.	10,000	\$
5	3/4" Clear Stone	250	\$
6	2" Clear Stone	2,000	\$
7	½" Crushed Rock Stone (Crusher Run)	4,000	\$
8	¾" Crushed Rock Stone (Crusher Run)	3,000	\$
9	2" Crushed Rock Stone (Crusher Run)	250	\$
10	Limestone Screenings (1/4 Minus)	5,000	\$
11	½" Traffic Bond	1,000	\$
12	Delivery Charges (if applicable) to other than section B Locations		\$ / Per km
13	Environmental Fee - Per Tonne		\$
14	1. Ministry of Natural Resources fee to be included in above unit prices per tonne 2. Only increase in above prices accepted will be due to Ministry of Natural Resources fee increase (if any)	State MNR Fee	\$
15	Advise if Ministry of Natural Resources Fee to be stated separately on invoices:	Yes:	No:

SECTION B

PRICE PER TONNE FOR DELIVERY OF ANY OF THE ITEMS LISTED IN SECTION A
SHOULD THE PARTICIPATING NPPC AGENCY REQUEST DELIVERY

(Delivery details are included in the Specifications Section)

	DELIVERY LOCATION	DELIVERY CHARGE PER TONNE	MINIMUM ORDER FOR DELIVERY (TONNES)
a.	City of Niagara Falls - Zone 1	\$	
	City of Niagara Falls - Zone 2	\$	
b.	Town of Fort Erie	\$	
c.	Niagara Parks Commission	\$	
d.	City of St. Catharines	\$	
e.	City of Welland	\$	

TAXES: Extra

State Location of Pit or Quarry	
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Company Name:	
Address: (street and No.)	
City or Town	
Province and Postal Code	
Telephone Number:	
Fax Number:	
E-mail	
Contact Name: please print	
Title of person named above:	
Signature of person named above:	
Witness Signature:	
Title of Witness:	
Date Signed:	

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

Granular Materials - RFT # NP03-2012

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

This envelope contains only: FORM OF TENDER

This envelope must be sealed