



**Request for Tender**  
**For**  
**City of Niagara Falls GO/VIA Station – Interior Alterations and Upgrades**

Request for Tender No.: **2023-T-117**

Issued: **Tuesday, February 20<sup>th</sup>, 2024**

Submission Deadline: **Monday, March 25<sup>th</sup>, 2024 at 2:00 PM local time**

Last updated: January 10, 2024

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## **Documents Available on the Bidding System**

1. Schedule 1 – Supplementary Conditions to CCDC 2-2020
2. Appendix D – NF Station Tender Drawings
3. Appendix E - NF Station Tender Specifications
4. Appendix F - Revised Hazardous Building Materials Assessment
5. Appendix G - VIA NF Station - Asbestos Management Program 2008
6. Appendix H – 4267 Bridge St NF - Mould Investigation Report April 2019
7. Appendix I - VIA NF Station - Baseline Property Condition Assessment Dec 2018
8. Appendix J - CCTV Investigation Report
9. Appendix K - Wood - Niagara Falls VIA - Composite Utility Drawings
10. Appendix L - Additional Site Information for General Contractor

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Bidders

### 1.1.1 Invitation

This Invitation to Tender (the “RFT”) is an invitation by the Regional Municipality of Niagara (“Niagara Region”) to prospective bidders to submit bids for **City of Niagara Falls GO/VIA Station – Interior Alterations and Upgrades**, as further described in Section A of the RFT Particulars (Appendix B) (the “Deliverables”).

The Niagara Region is seeking the services of a qualified General Contractor from Category 1 of our 2022-RFPQ-107 roster to enter into a CCDC 2 contract to perform extensive interior renovations, with exterior roof replacement and walkways at the Regions Niagara Falls (NF) Heritage Train Station located 4267 Bridge St. Niagara Falls, ON. The Successful Bidder shall perform the interior and exterior upgrades in accordance with the project Tender Package as described in **Appendices D and E**.

This RFT is being issued to **Category 1** of the Successful Roster Listing developed from Contract **2022-RFPQ-107**.

### 1.1.2 Bidder must Be Single Entity

The bidder must be a single legal entity that, if selected, intends to enter into the contract with Niagara Region. If the bid is being submitted jointly by two (2) or more separate entities, the bid must identify only one of those entities as the “bidder”. The bidder will be responsible for the performance of the Deliverables.

### 1.1.3 Bidding System Registration

All bidders must have a vendor account with Niagara Region’s electronic bidding system at: <https://niagararegion.bidsandtenders.ca/Module/Tenders/en> and must be registered as a plan taker for this opportunity. This will enable the bidder to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their bid electronically through the bidding system.

### 1.1.4 COVID-19

Niagara Region requires that successful bidders be responsible, at bidder’s expense, for the health and safety of its employees and sub-contractors and to the extent retained for the construction project where the bidder is retained to be a constructor pursuant to the Occupational Health and Safety Act (“OSHA”) to carry out all responsibilities attributed to a constructor pursuant to OSHA, including but not limited to as it relates to COVID-19. Niagara Region recognizes that the COVID-19 pandemic and resulting government policies, decrees, by-laws and regulations at various levels (inclusive of Board of Health requirements) from time to time may affect the cost of safeguarding the health and safety of a contractors’ employees and sub-contractors but considers it a known risk that must be accounted for by bidders when determining their bid price. Additional

monies will not be paid by Niagara Region with respect to health and safety measures imposed upon the bidder during the term of their engagement by Niagara Region.

Niagara Region and bidder, through bidder's submission, acknowledge and agree that each bidder must determine whether the bidder is able to bid on a particular project and further that because provincial and/or other binding governmental rules may change over time, whether the bidder, if successful, is able to continue to work on the project.

It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this procurement and to determine bidder's ability to comply with Niagara Region's requirements while also complying with all current applicable laws. By submitting a bid, the bidder agrees that it is relying on its own investigations and evaluation and that of its own legal advisors and not upon statements or information provided by Niagara Region.

The bidder, if chosen to enter into a contract with Niagara Region, will have an ongoing obligation to ensure its compliance with all applicable laws including but not restricted to any government regulations that may be issued from time to time related to COVID-19.

## **1.2 Niagara Region's Procurement By-law**

Niagara Region's procurement processes are governed by its Procurement By-law No. 02-2016 ("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 on line at:

<https://niagararegion.ca/government/bylaws/pdf/procurement-bylaw.pdf>

In the event of any inconsistency between the provisions of Niagara Region's By-law and the terms of this RFT, the terms of this RFT will prevail and will govern the RFT process.

## **1.3 RFT Contact**

To contact Niagara Region in relation to this RFT, bidders must initiate the communication electronically through the bidding system. Niagara Region will not accept any bidder's communications by any other means, except as specifically stated in this RFT.

For the purposes of this procurement process, the "RFT Contact" will be:

**Ashley Neville, Purchasing Agent, [ashley.neville@niagararegion.ca](mailto:ashley.neville@niagararegion.ca)**

Bidders should only contact the RFT Contact where specifically instructed to in this RFT. All other communication in relation to this RFT, up to and including the submission of the bid, must be through the bidding system, as described above.

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 RFT 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.

## 1.4 Accommodations for Bidders with Disabilities

In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the 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 RFT 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

### 1.5.1 Type of Contract

The selected bidder will be required to enter into a contract with Niagara Region for the provision of the Deliverables in the form attached as Appendix A to the RFT (the “Contract”).

### 1.5.2 Term of Contract

The construction work for this project has an anticipated duration of eight (8) months. The Contract is anticipated to commence in April 2024 and has an anticipated substantial performance date of December 27<sup>th</sup>, 2024, with total project completion by February 7<sup>th</sup>, 2025. The warranty period will be in effect for one (1) year after project substantial performance.

## 1.6 RFT Timetable

### 1.6.1 Key Dates

Issue Date of RFT	Tuesday, February 20 <sup>th</sup> , 2024
Site Visit / Pre-Bid Meeting	Thursday, February 29 <sup>th</sup> , 2024 at 11:00 AM local time
Deadline for Questions	Wednesday, March 13 <sup>th</sup> , 2024 at 12:00 PM local time
Deadline for Issuing Addenda	Friday, March 15 <sup>th</sup> , 2024
Submission Deadline	Monday, March 25 <sup>th</sup> , 2024 at 2:00 PM local time
Anticipated Execution of Contract	April 2024
Irrevocability Period	Ninety (90) calendar days

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

### 1.6.2 Site Visit / Pre-Bid Meeting

The site inspection will be held on **Thursday, February 29<sup>th</sup>, 2024** commencing at **11:00 AM** local time at:

## Niagara Falls (NF) Heritage Train Station

4267 Bridge St. Niagara Falls, ON, L2E 2R6

As attendance at the site inspection is **mandatory**, Niagara Region will only accept submissions from Bidders who have registered and attended the mandatory site inspection. Bidders who fail to register or arrive after the site inspection has commenced **will** not be permitted to bid. Niagara Region reserves the right to schedule additional **mandatory** site inspections.

### 1.7 Submission Instructions

#### 1.7.1 Submission of Bids

Bids must be submitted electronically through the bidding system at:

<https://niagararegion.bidsandtenders.ca/Module/Tenders/en>

Submissions by other methods will not be accepted.

In the event of any technical issues, bidders should contact the bidding system's technical support.

#### 1.7.2 Bids to Be Submitted on Time

Bids must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of bids shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Bidders are cautioned that the timing of submission is based on when the bid is received by the bidding system, not when a bid is submitted by a bidder. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, bidders should plan to submit bids well in advance of the Submission Deadline to avoid submitting late due to technical issues. Bidders submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the bidder advising when the bid was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

#### 1.7.3 Bids to Be Submitted in Prescribed Format

Bid materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

#### **1.7.4 Amendment of Bids**

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the bidding system by the Submission Deadline.

#### **1.7.5 Withdrawal of Bids**

Prior to the Submission Deadline, bidders may withdraw a submitted bid through the bidding system.

#### **1.7.6 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for the Irrevocability Period, as specified in the RFT Timetable, running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

Niagara Region will conduct the evaluation of bids in the following stages:

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

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be rejected. The mandatory submission requirements are listed in Section C of the RFT Particulars (Appendix B).

##### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

#### **2.3 Stage II – Mandatory Technical Requirements**

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be rejected. The mandatory technical requirements are listed in Section D of the RFT Particulars (Appendix B).

#### **2.4 Stage III – Pricing**

Stage III will consist of evaluating the submitted pricing of each compliant bid in accordance with the evaluation method set out in set out in Section F of the RFT Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, Niagara Region may require the bidder to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the bidder is unable to satisfactorily account for the abnormally low pricing, Niagara Region may reject the bid. Niagara Region may also reject any bid that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.



## **2.5 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 the event of a tie, the selected bidder will be determined by way of a coin toss.

## **2.6 Notice to Bidder and Execution of Contract**

Notice of selection by Niagara Region to the selected bidder shall be in writing. The selected bidder shall execute the Contract in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the pre-conditions of award listed in Section E of the RFT Particulars (Appendix B), within ten (10) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region.

## **2.7 Failure to Enter into Contract**

If a selected bidder fails to execute the Contract or satisfy any applicable conditions within ten (10) days of notice of selection, Niagara Region may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to Niagara Region.

[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 inconsistent with the terms 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 Contract set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a bid should reference the applicable section numbers of this RFT.

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

All bids are to be in English only.

#### **3.1.4 No Incorporation by Reference**

The entire content of the bidder's bid should be submitted in a fixed format, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

#### **3.1.5 Past Performance**

In the evaluation process, Niagara Region may consider the bidder's past performance or conduct on previous contracts with Niagara Region or other institutions.

#### **3.1.6 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.

#### **3.1.7 Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

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

Niagara Region will not return the bid or any accompanying documentation submitted by a bidder.

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

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

in writing through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. Niagara Region is under no obligation to provide additional information, and Niagara Region is not responsible for any information provided by or obtained from any source other than the RFT Contact or the bidding system. It is the responsibility of the bidder to seek clarification 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 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. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by Niagara Region.

### **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 and Clarify**

When evaluating bids, Niagara Region may request further information from the bidder or third parties in order to verify or clarify 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 the bidder's bid.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Bidders**

Once the Contract is executed by Niagara Region and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting of the outcome of the procurement process.

#### **3.3.2 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 RFT Contact and must be made within thirty (30) days of such notification. The RFT Contact will contact the bidder's representative to schedule the debriefing. Debriefings may occur in person at Niagara Region's location or by way of conference call or other remote meeting format as prescribed by Niagara Region.

#### **3.3.3 Procurement Protest Procedure**

Any bidder with concerns about the RFT process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the bidder wishes to challenge the RFT process, it should provide written notice to the Director of Procurement and Strategic Acquisitions in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the bidder wishes to challenge;
- (b) a clear explanation of the bidder's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the bidder's contact details, including name, telephone number and email address.

Niagara Region will send an initial response to acknowledge receipt of the bidder's notice and indicate the date by which Niagara Region will provide the bidder with a formal response.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 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 proposal that is not available to other bidders;
  - (ii) having been involved in the development of the RFT, including having provided advice or assistance in the development of the RFT;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFT;
  - (iv) 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
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, 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 and without limiting the bidder's obligation to ensure the absence of a Conflict of Interest, 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.

### **3.4.2 Disqualification for 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 as defined above.

An existing supplier of Niagara Region may be precluded from participating in the RFT process in instances where the Niagara Region has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

### **3.4.3 Disqualification for Prohibited Conduct**

Niagara Region may disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if Niagara Region determines that the bidder has engaged in any conduct prohibited by this RFT.

### **3.4.4 Prohibited Bidder Communications**

Bidders must 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 Submission Form (Appendix C).

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

Bidders must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT Contact.

### **3.4.6 No Lobbying**

Bidders must 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 influence the selection of the successful bidder(s).

### **3.4.7 Illegal or Unethical Conduct**

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must 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.

### **3.4.8 Supplier Suspension**

Niagara Region may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or

- (d) any conduct, situation, or circumstance determined by Niagara Region, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, Niagara Region will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by Niagara Region in making its final decision.

### **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 Contact;
- (c) must not be disclosed without prior written authorization from Niagara Region; and
- (d) must be returned by the bidder 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 RFT Contact.

### **3.6 Reserved Rights and Limitation of Liability**

#### **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) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) request written verification or clarification from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) 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); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (e) reject a bid that contains abnormally low or unbalanced pricing;
- (f) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (g) verify with any bidder or with a third party any information set out in a bid;
- (h) check references other than those provided by any bidder;
- (i) disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (j) select a bidder other than the bidder whose bid reflects the lowest cost to Niagara Region;
- (k) cancel this RFT process at any stage;
- (l) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (m) accept any bid in whole or in part; or
- (n) 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

- (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 profit, or loss of opportunity by reason of Niagara Region's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other bidder, or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of Niagara Region; 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 will be the Standard Construction Document CCDC 2-2020 Stipulated Price Contract, as modified by Niagara Region's Supplementary Conditions as attached to this RFT as Schedule 1.

### **F. Specific Provisions**

#### **F.1 Additional Insurance Requirements**

Refer to Schedule 1 – Supplementary Conditions to CCDC 2-2020.

## APPENDIX B – RFT PARTICULARS

### A. THE DELIVERABLES

For the purposes of the RFT, “General Contractor” shall be equivalent to “Successful Bidder”.

The Niagara Region is seeking the services of a qualified General Contractor from Category 1 of our 2022-RFPQ-107 roster to enter into a CCDC 2 contract to perform extensive interior renovations, with exterior roof replacement and walkways at the Regions Niagara Falls (NF) Heritage Train Station located 4267 Bridge St. Niagara Falls, ON. The Successful Bidder shall perform the interior and exterior upgrades in accordance with the project Tender Package as described in **Appendices D and E**.

The General Contractor should be aware that the existing train station is of Heritage value, which applies only to the exterior components of the building. Prior to works commencing for the removal and replacement of the shingled roof, the Successful Bidder shall provide minimum of three (3) shingle samples to allow for City of Niagara Falls Heritage Committee approvals. These samples shall be provided to Region PM at commencement of the project.

Over the course of construction, the existing NF Train station will remaining open to allow for passenger access to working washrooms and to allow VIA/GO Engineers to a portion of the 2<sup>nd</sup> floor. Detailed logistical plan(s) A1251 outline the sequence (phasing) of construction that the Successful Bidder shall adhere to during construction. The successful bidder shall ensure that by 4pm everyday (including weekends) that construction does NOT interfere with the CBSA train arrivals after 4pm. The successful bidder shall at no time permit any equipment or materials be used or stored along the rear train passenger platform. Any works along the rear (North Elevation) shall be coordinated and approved through the Region PM.

Also attached for reference in are the Revised Hazardous Building Materials Assessment in **Appendix F**, Asbestos Management Program in **Appendix G**, Mould Investigation Report in **Appendix H**, Baseline Property Condition Assessment in **Appendix I**, **Appendix J** - CCTV Investigation Report, **Appendix K** - Wood - Niagara Falls VIA - Composite Utility Drawings and **Appendix L** - Additional Site Information for General Contractor.

#### 1. Project Schedule:

Adherence to the project schedule is essential. The Successful Bidder will develop a detailed construction schedule to identify all project activities, key milestones and deliverables including required meetings with the contract administrator and Client. This schedule will need to be approved by the contract administrator and the client. Any changes to the schedule during construction must be sent to the Region PM and Project Consultant in writing with appropriate notice.

It will be the requirement/understanding of the Successful Bidder (General Contractor) that the existing Niagara Falls Train Station facility is to remain operational at all times, with the alterations to be carried out, as outlined in the Phased tender document package. The General Contractor is to outline these Phases within their construction schedule in detail and coordinate all required inspections with the City’s Building inspector as needed. The General Contractor will also be responsible to maintain the existing life/safety systems for the facility during the alterations.

The General Contractor will also be required to provide a detailed outline of their procedures during the abatement process to ensure the safety/health of the public and the adjacent CBSA tenants at all times.

This project shall be completed in Phasing as outlined in the Tender Package with Substantial Completion for December 27<sup>th</sup>, 2024 with Total Completion for February 7<sup>th</sup>, 2025 in accordance with the Contract Documents. The Successful Bidder shall provide a construction schedule, illustrating conformance with the following high level milestones.

## **2. Review of Specifications and Site Conditions**

Bidders shall review the Tender Package in detail and are to attend the mandatory site walk-through to allow for review of the existing Heritage building, receive a better understanding of the Heritage attributes, review the conditions of the site and how it operates and to understand the logistics of the different level of facility tenant spaces. No extras will be entertained due to lack of a thorough preliminary investigation of the site and contract documents.

## **3. Project Management Requirements**

The Successful Bidder must appoint a competent Project Manager to oversee the project and act as the main point of contact with the Regions Project Manager. The Successful Bidder's Project Manager shall receive clearance through the Canada Border Services Agency (CBSA) / Government of Canada to allow for entry if needed into adjacent CBSA tenant space (CBSA tenant space is not receiving any works under this contract). Upon entering into contract, the Successful Bidder's PM shall be provided with CBSA contact information to allow for clearance review.

The Successful Bidder's PM shall arrange and minute bi - weekly construction meetings with the Region's Project Manager and shall maintain up to date log of all RFIs and Change Orders at all times for the duration of the project.

All project communications must be directed to the Region's PM and any site access must follow the approved schedule and be between the allowable work hours in the contract specifications unless approved in advance by the Region's Project Manager.

# **B. MATERIAL DISCLOSURES**

## **1. 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.

## **2. 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.

### 3. Contractor Health and Safety

The successful bidder must be familiar and comply with the Occupational Health and Safety Act (OHSA) and Niagara Region's Contractor Safety Program Procedures.

### 4. Asbestos and Mould Removal

The Successful Bidder will responsible for removing a portion of asbestos and mould growth. Please refer to **Appendices F, G, and H.**

## C. MANDATORY SUBMISSION REQUIREMENTS

### 1. Submission Form (Appendix C)

Bidders should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

### 2. Pricing

Each bid must include pricing information that complies with the instructions set out below in Section F of this Appendix B.

### 3. Bid Security and Agreement to Bond

Each bid must include bid security in the amount of **\$230,000.00** and a **digital Agreement to Bond** that reflects the requirements outlined in Item #3 Performance Security in Section E. Pre-Conditions of Award in the form of an electronically verifiable digital bid bond (the "Bond").

The Bond must:

- (a) be duly signed and issued by a surety company licensed to carry on the business of a surety in the Province of Ontario;
- (b) identify the "Obligee" as "The Regional Municipality of Niagara"; and
- (c) be enforceable and remain valid and in effect for a period of not less than the Irrevocability Period specified in the RFT Timetable.

The Bond must be uploaded in accordance with the instructions in the bidding system and must be accompanied by all instruction details necessary for accessing the verification process with no requirement for passwords or fees.

The version submitted by the bidder must be verifiable by the Niagara Region (immediately or at any time during the life of the Bond) with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.

The results of the verification process must provide a clear, immediate and printable confirmation that the document uploaded is the true enforceable document and has not been altered (including the content, all digital signatures and all digital seals). It is the sole responsibility of the bidder to provide a verifiable bid bond that meets all the requirements specified herein.

Bonds failing the verification process or otherwise failing to meet the bonding requirements as provided for herein shall result in the rejection of the bid.

For information regarding digital bid bonds, bidders are encouraged to contact their surety company and refer to the e-bonding information on [Surety Association of Canada's website](https://suretycanada.com/SAC/SAC/Surety-Bonds/E-Bonding.aspx?hkey=01cd2088-9918-454e-bb0e-a309fa495bef) (<https://suretycanada.com/SAC/SAC/Surety-Bonds/E-Bonding.aspx?hkey=01cd2088-9918-454e-bb0e-a309fa495bef>).

Failure by the selected bidder to satisfy all pre-conditions of award and execute the Agreement shall be just cause for the forfeiture of the bid security to Niagara Region.

#### **4. Other Mandatory Submission Requirements**

Not applicable.

### **D. MANDATORY TECHNICAL REQUIREMENTS**

Not applicable.

### **E. PRE-CONDITIONS OF AWARD**

The selected bidder must satisfy the following conditions and provide the following information within ten (10) 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](#) which can be found on Niagara Region's website – ([www.niagararegion.ca/business/fpr/cert-insurance.aspx](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx)). 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 ten (10) 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

The selected bidder shall provide a **Performance Bond** and a **Labour and Materials Bond, each in the amount of 50% of the Total Contract Price**, (Total Contract Price is Subtotal Contract Amount + HST) issued by a reputable bonding company, licensed to carry on business in Ontario, and payable to “The Regional Municipality of Niagara”.

## F. PRICE EVALUATION METHOD

The lowest stipulated **Subtotal Contract Amount** in the **Summary Table** will be used for the purposes of evaluation.

**Tables 1 through 3 will be awarded at this time.**

**Tables 4 through 8 may not be awarded at this time. Niagara Region reserves the right to award any, all, or none of Tables 4 through 8 at any time during the term of the contract. There is no guarantee of award.**

### Instructions on How to Provide Pricing

- (a) Bidders should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

(d) Proponents shall provide costs for Tables 1 through 8.



## **APPENDIX C – SUBMISSION FORM**

Bidders should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

# **2023-T-117 - City of Niagara Falls GO/VIA Station – Interior Alterations and Upgrades**

Opening Date: February 20, 2024 3:00 PM

Closing Date: March 25, 2024 2:00 PM

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## Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

\* Denotes a "MANDATORY" field.

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

**Table 1: Base Scope**

Line Item	Description	UOM	Quantity	Unit Price *	Extended Price
1	City of Niagara Falls GO/VIA Station – Interior Alterations and Upgrades, as per Appendix B - RFT Particulars.	EA	1		
Subtotal:					

**Table 2: Base Scope Contingency**

Line Item	Description	UOM	Quantity	Unit Price *	Extended Price
1	Construction Contingency (10% of Table 1 Subtotal).	1	1		
Subtotal:					

**Table 3: Cash Allowance**

Line Item	Description	UOM	Quantity	Unit Price	Extended Price
1	Testing & Inspection.	1	1	\$15,000.0000	\$ 15,000.00
2	Security/Card Access.	1	1	\$45,000.0000	\$ 45,000.00
3	Wayfinding & Signage.	1	1	\$15,000.0000	\$ 15,000.00
4	Door Hardware.	1	1	\$15,000.0000	\$ 15,000.00
Subtotal:					\$ 90,000.00

**Table 4: Provisional Item 1**

Line Item	Description	UOM	Quantity	Unit Price *	Extended Price
1	Provisional Item #1 as indicated on tender drawings A00 'Cover Sheet' & A1000 'Site Plan'.	1	1		
2	Construction Contingency (10% of Line Item 1).	1	1		
Subtotal:					

**Table 5: Provisional Item 2**

Line Item	Description	UOM	Quantity	Unit Price *	Extended Price
1	Provisional Item #2 as indicated on tender drawings A00 'Cover Sheet', A2000 'Elevations N & S', and A2001 'Elevations E & W'.	1	1		
2	Construction Contingency (10% of Line Item 1).	1	1		
Subtotal:					

**Table 6: Provisional Item 3**

Line Item	Description	UOM	Quantity	Unit Price *	Extended Price
1	Provisional Item #3 as indicated on tender drawings A00 'Cover Sheet', A2000 'Elevations N & S', and A2001 'Elevations E & W'.	1	1		
2	Construction Contingency (10% of Line Item 1).	1	1		
Subtotal:					

**Table 7: Provisional Item 4**

Line Item	Description	UOM	Quantity	Unit Price *	Extended Price
1	Provisional Item #4 as indicated on tender drawings A00 'Cover Sheet', A1601 'Enlarged Plan - Ground Floor', and A2104 'Interior Elevations 5'.	1	1		
2	Construction Contingency (10% of Line Item 1).	1	1		
Subtotal:					

**Table 8: Provisional Item 5**

Line Item	Description	UOM	Quantity	Unit Price *	Extended Price
1	Provisional Item #5 as indicated on tender drawings A00 'Cover Sheet', A1600 'Enlarged Plan - Ground Floor', A4000 'Wall Sections 1', and A5000 'Section Details 1'.	1	1		
2	Construction Contingency (10% of Line Item 1).	1	1		
Subtotal:					

## Summary Table

Bid Form	Amount
Table 1: Base Scope	
Table 2: Base Scope Contingency	
Table 3: Cash Allowance	\$ 90,000.00
Table 4: Provisional Item 1	
Table 5: Provisional Item 2	
Table 6: Provisional Item 3	
Table 7: Provisional Item 4	
Table 8: Provisional Item 5	
Subtotal Contract Amount:	

## Specifications

### Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the RFT process and for any clarifications or communication that might be necessary.

Description	Response *
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Bidder Contact Name:	
Bidder Contact Title:	
Bidder Contact Phone:	
Bidder Contact Email:	
HST Number	

## Sub-Contractors

The Bidder shall state all Sub-contractor(s) proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording.

## List of Sub-Contractors

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

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Organization	Contact Name	E-mail	Phone
1				
2				
3				
4				
5				

## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

The digital bid bond and/or Agreement to Bond submitted by the bidder must be electronically verifiable by the Niagara Region (immediately or at any time during the life of the Bond) with respect to the totality and wholeness of the bond form.

**Niagara Region will not accept a scanned PDF copy of a Bid Bond and/or an Agreement to Bond as bid security as these cannot be electronically verified.**

Where a surety provides the Bid Bond and Agreement to Bond in a single zipped file download, bidders shall upload this file to the Bidding System, in the Bonding Upload Section. Bidders are cautioned not to alter the file in any way prior to uploading as this could affect the electronically verifiable/enforceable format.

Where a surety provides the Bid Bond and Agreement to Bond separately, bidders shall create a single zip file containing both the Bid Bond and Agreement to Bond and upload the zipped file in the Bonding Upload Section. **Do not merge electronic bond files manually.**

Any costs associated with e-Bonds are the responsibility and cost of the bidder. No interest will be paid on any bid deposit.

For information regarding digital bid bonds, including requirements and providers, bidders are encouraged to contact their surety company and refer to the e-bonding information on the [Surety Association of Canada's website](https://suretycanada.com/SAC/SAC/Surety-Bonds/E-Bonding.aspx?hkey=01cd2088-9918-454e-bb0e-a309fa495bef) (<https://suretycanada.com/SAC/SAC/Surety-Bonds/E-Bonding.aspx?hkey=01cd2088-9918-454e-bb0e-a309fa495bef>).

The digital bid bond and/or Agreement to Bond submitted by the bidder must be electronically verifiable by the Niagara Region (immediately or at any time during the life of the Bond) with respect to the totality and wholeness of the bond form.

**Niagara Region will not accept a scanned PDF copy of a Bid Bond and/or an Agreement to Bond as bid security as these cannot be electronically verified.**

Where a surety provides the Bid Bond and Agreement to Bond in a single zipped file download, bidders shall upload this file to the Bidding System, in the Bonding Upload Section. Bidders are cautioned not to alter the file in any way prior to uploading as this could affect the electronically verifiable/enforceable format.

Where a surety provides the Bid Bond and Agreement to Bond separately, bidders shall create a single zip file containing both the Bid Bond and Agreement to Bond and upload the zipped file in the Bonding Upload Section. **Do not merge electronic bond files manually.**

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For information regarding digital bid bonds, including requirements and providers, bidders are encouraged to contact their surety company and refer to the e-bonding information on the [Surety Association of Canada's website](https://suretycanada.com/SAC/SAC/Surety-Bonds/E-Bonding.aspx?hkey=01cd2088-9918-454e-bb0e-a309fa495bef) (<https://suretycanada.com/SAC/SAC/Surety-Bonds/E-Bonding.aspx?hkey=01cd2088-9918-454e-bb0e-a309fa495bef>).

- Bid Security and Agreement to Bond \* (mandatory)

## Appendix C-Submission Form

### 1. 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 its bid.

### 2. Rates

The bidder has submitted its rates in accordance with the instructions in the RFT. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 3. 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 is on bidders to make any necessary amendments to their bids based on the addenda.

### 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 actual or potential Conflict of Interest relating to the preparation of the bid, and/or the bidder foresees no actual or potential 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 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 the advisers retained by Niagara Region to advise or assist with the RFT process, including with respect to the evaluation of this bid.

### 7. Bid Irrevocable

The bidder agrees that its bid shall be irrevocable for the Irrevocability Period specified in the RFT, running from the moment the Submission Deadline has passed.

### 8. Execution of Contract

The bidder agrees that in the event its bid is selected by Niagara Region, in whole or in part, it will finalize and execute the Contract in the form set out in Appendix A to this RFT in accordance with the terms of this RFT.

I have the authority to bind the organization.

The proponent has considered the definition of “Conflict of Interest” and declares that there is no Conflict of Interest relating to the preparation of its proposal, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Bid.

Select No to state you do not have a conflict.

**Yes**    **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document



Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		