Request for Tender # T-1160-2021

for

Construction of new Seaton Paramedic Station and Training Facility in the City of Pickering

Issued: November 12, 2021

Submission Deadline: 2:00:00 p.m. on December 16, 2021 local time

Parts 1 to 4

Information for Bidders

Document 1 of 4

Electronic submission required

v.11

Table of Contents

Part 1 Invitation and Submission Instructions 4

1.1 Invitation to Bidders 4
1.2 RFT Contact 4
1.3 Type of Contract for Deliverables 5
1.4 RFT Timetable 5
1.5 Pre-bid Meeting 5
1.6 Submission of Bids 6

1.6.1 Bids to be Submitted at Prescribed Location 6
1.6.2 Bids to be Submitted On Time 6
1.6.3 Bids to be Submitted Electronically 6
1.6.4 Amendment of Bids 7
1.6.5 Withdrawal of Bids 8
1.6.6 Bids Irrevocable after Submission Deadline 8
1.6.7 Bid Bond 8

1.7 Equivalent Products 9

Part 2 Evaluation and Award 11

2.1 Stages of Evaluation 11

2.1.1 Stage I – Mandatory Submission Requirements 11
2.1.2 Stage II – Pricing 11
2.1.3 Stage III – Initial Pre-conditions of Award 11

2.2 Selection of Lowest Compliant Bidder 12
2.3 References 12
2.4 Notice to Bidder and Execution of Agreement 12
2.5 Failure to Enter into Agreement 13

Part 3 Terms and Conditions of the RFT Process 14

3.1 General Information and Instructions 14

3.1.1 RFT Incorporated into Bid 14
3.1.2 Bidders to Follow Instructions 14
3.1.3 Bids in English 14
3.1.4 No Incorporation by Reference 14
3.1.5 References and Past Performance 14

3.1.6 Information in RFT Only an Estimate 15
3.1.7 Bidders to Bear their Own Costs 15
3.1.8 Bid to be Retained by the Region 15
3.1.9 Trade Agreements 15
3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract 15

3.2 Communication after Issuance of RFT 16

3.2.1 Bidders to Review RFT 16
3.2.2 All New Information to Bidders by way of Addenda 16
3.2.3 Post-deadline Addenda and Extension of Submission Deadline 17
3.2.4 Verify, Clarify and Supplement 17

3.3 Notification 17

3.3.1 Notification to Other Bidders 17
3.3.2 Procurement Protest Procedure 17

3.4 Conflict of Interest and Prohibited Conduct 18

3.4.1 Conflict of Interest 18
3.4.2 Disqualification for Prohibited Conduct 18
3.4.3 Prohibited Bidder Communications 18
3.4.4 Bidder Not to Communicate with Media 18
3.4.5 No Lobbying 18
3.4.6 Illegal or Unethical Conduct 19
3.4.7 Past Performance or Past Conduct 19

3.5 Confidential Information 19

3.5.1 Confidential Information of the Region 19
3.5.2 Confidential Information of Bidder 20

3.6 Reserved Rights and Limitation of Liability 20

3.6.1 Reserved Rights of the Region 20
3.6.2 Limitation of Liability 22

3.7 Governing Law and Interpretation 22

Part 4 Electronic Form(s) Instructions 24

4.1 Instructions on how to complete Pricing Form(s) (Appendix C) 24
4.2 Evaluation of Pricing 24
4.3 Electronic Pricing Form(s) (Appendix C) 25

Part 1 Invitation and Submission Instructions

1.1 Invitation to Bidders

This request for tender (the "RFT") is an invitation by Regional Municipality of Durham ("the Region") to prospective bidders to submit bids for T-1160-2021 Construction of New Seaton Paramedic Station and Training Facility in the City of Pickering, as further described in Section D-1 of the RFT Particulars (Appendix D) (the "Deliverables").

New Seaton Paramedic Station and Training Facility at 1890 Fifth Concession Rd, Pickering, Ontario.

The following parties who pre-qualified under RFPQ-1031-2021 are eligible to submit proposals in response to this tender:

- M.J. Dixon Construction Limited
- Percon Construction Inc
- Matheson Constructors Limited
- GARRITANO BROS LTD
- Buttcon Limited

1.2 RFT Contact

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

Procurement Officer: Sharon Strain

All questions are to be submitted through the Submit a Question button within the Bidding System, not through email to the RFT Contact.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the 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.

1.3 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the Region for the provision of the Deliverables in the form attached as Appendix A to the RFT (the "Agreement").

1.4 RFT Timetable

Issue date of RFT	November 12, 2021
Site visit /pre-bid meeting	November 23, 2021 at 1:00 pm
Deadline for questions	December 3, 2021
Deadline for issuing addenda	December 9, 2021
Submission Deadline	December 16, 2021 by 2:00 pm

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

1.5 Pre-bid Meeting

Optional Virtual Pre-submission Meeting

The Region will not be holding an in-person pre-submission site visit for this RFT due to the current restrictions related to COVID-19. A virtual pre-submission meeting will be held to review of the scope of work. This will be non-mandatory, but it is strongly recommended that all contractors attend. A registration of participants will be recorded and may be provided in an addendum.

The format for the virtual meeting will include a general review of the scope of work, review of the purchasing requirements, and an opportunity to ask questions of the Region of Durham's project delivery team and consultants.

The virtual review will be held at the date and time indicated in 1.4 RFT Timetable. Select the link **"Live Virtual Meeting"** to access the Live Virtual Meeting.

Contractors and Sub-contractors may also request individual access to the virtual review materials via "bidsandtenders" (submit a question) prior to the deadline for questions noted in 1.4 RFT Timetable. The link and password will be provided.

In addition, Contractors and sub-contractors may request an appointment to physically view the site through an email via "bidsandtenders" prior to the deadline for questions noted in 1.4 RFT Timetable. Contractors and Sub-contractors who visit the site must complete the Durham Region Visitor Protocol COVID-19 Screening checklist, prior to attendance.

During the individual site visit, Contractors and Sub-contractors must comply with all directives, guidelines, and best practices issued by the Ministry of Labour or Public Health with respect to coronavirus, including sanitation and social distancing requirements.

1.6 Submission of Bids

1.6.1 Bids to be Submitted at Prescribed Location

Bids must be submitted at durham.bidsandtenders.ca

1.6.2 Bids to be Submitted On Time

Bids must be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will not be accepted. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

1.6.3 Bids to be Submitted Electronically

All bidders shall have a Bidding System vendor account and be registered as a plan taker for this opportunity, which will enable the bidder to download the

solicitation document, to receive addenda email notifications, download addenda and submit their bids electronically through the Bidding System.

Bidders are cautioned that the timing of their bid 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.

For the above reasons, the Region recommends that bidders allow sufficient time to upload their submissions and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Region's Bidding System web clock.

Bidders should contact the RFT Contact at least twenty-four (24) hours prior to deadline if they encounter any problems. The Bidding System will send a confirmation email to the bidder advising when the bid was submitted successfully. If bidders do not receive a confirmation email, they should contact the RFT Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a bidder has obtained this solicitation document from a third party, the onus is on the bidder to create a Bidding System Vendor Account and register as a plan taker for the opportunity at durham.bidsandtenders.ca.

1.6.4 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.

1.6.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the withdrawn bid is withdrawn through the Bidding System by the Submission Deadline.

1.6.6 Bids Irrevocable after Submission Deadline

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

1.6.7 Bid Bond

Bidders shall submit bid security in the form of a **CCDC 220 2002** digital bid bond. **A scanned copy of a paper bond will not be accepted**. Bidders should refer to the e-bonding information on Surety Association of Canada's website for a list of third parties that provide digital bond services. Bidders and their sureties should review the industry checklist for digital bond requirements.

The **CCDC 220 2002** digital bid bond shall be in the amount of $550,000 and in the favour of the Regional Municipality of Durham.

The digital bid bond must remain valid for the period of irrevocability detailed in Part 1, Article 1.6.6.

Bidders shall create a single zip file (see Bidding System instructions on how to create a zip file) and upload the zipped file to the file labelled "Digital Bid Bond" into the Bonding upload section.

All instruction details for accessing authentication must be included with the uploaded bond.

1.7 Equivalent Products

During the bidding period, the Region, including any Consultant it may retain, will review applications for consideration of equivalents or equals where a make/model is named within the tender document and “or Approved Equivalent” is specified. Bidders proposing equivalent products must submit a complete application of the proposed equivalent product for consideration to the attention of the Procurement Officer, no later than ten (10) business days prior to the bid’s original closing date. No requests will be considered for review after this deadline.

The Bidder must provide with their application:

1. Product information including complete technical details/drawings/pictures;
2. Year the product was made available to the market place;
3. Three (3) performance references from current users of the product;
4. Product warranty details;
5. Lead time/availability details;
6. Sample when requested (within two (2) business days of request); and
7. Manufacturing location, Sales/Support and Service locations.

Failure to comply with any of the above requirements may result in rejection and non-consideration of the proposed equivalent. The Region will not be required to carry out any additional research or request any additional documentation from the bidder, and will only utilize the documentation submitted by the Bidder in performing the analysis.

Should the Region require a product demonstration, product trial or additional supporting documentation (including warranty information) in order to determine the acceptability of the proposed equivalent, the requesting bidder(s) shall furnish the same within two (2) business days of the Region’s request, otherwise, the proposed equivalent product will no longer be considered.

Approval or rejection of a bidder’s proposed equivalent will be at the sole discretion of the Region, whose approval will not be unreasonably withheld. Any products accepted

by the Region as an “Approved Equivalent” will be defined in an addendum provided to all Registered Plan Takers prior to tender closing. Acceptance by the Region of a proposed substitute Product or group of Products shall apply to this contract only.

For products that are not accepted as “Approved Equivalents”, the Procurement Officer will provide a written response to the applicant only, including details of where the product failed to meet the performance specifications.

In submitting a proposed equivalent product for consideration in this competitive bid process, the bidder recognizes and agrees to abide by all of the terms and conditions noted above.

[End of Part 1]

Part 2 Evaluation and Award

2.1 Stages of Evaluation

The Region will conduct the evaluation of bids in the following three stages.

2.1.1 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 the Region, be disqualified and not evaluated further. The Mandatory Submission Requirements are listed in Section D-3 of the RFT Particulars (Appendix D).

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.

2.1.2 Stage II – Pricing

Stage II will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in the Part 4 - Electronic Form Instructions. The scoring of price will be undertaken after the review of the above-noted mandatory requirements has been completed.

2.1.3 Stage III – Initial Pre-conditions of Award

Stage III will consist of a review of the lowest compliant bid to determine if it also satisfies all of the Initial Pre-Conditions of Award listed in Section D-

4 of the RFT particulars (Appendix D). Failure to satisfy all of the Initial Pre-Conditions of Award within two (2) business days of request by the Region, subject to the express and implied rights of the Region, will be cause for disqualification and the bid will not be evaluated further. This provision is solely for the benefit of the Region and may be waived by the Region.

2.2 Selection of Lowest Compliant Bidder

Subject to the Region's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

The award of this tender is subject to the availability of finances and the review and approval by Regional Management, Committee of the Whole and Regional Council, as appropriate. Any of these parties may elect not to approve the award of this tender for any reason.

If this tender is cancelled the bidder agrees to waive any right to claim any damages or cost recoveries whatsoever against the Region, its elected officials, employees and authorized agents. No liability shall accrue to the Region for its decision in this regard.

2.3 References

N/A

2.4 Notice to Bidder and Execution of Agreement

Notice of selection by the Region to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the Final Conditions of Award listed in Section D-5 of the RFT Particulars (Appendix D),

within ten (10) calendar days of notice of selection. This provision is solely for the benefit of the Region and may be waived by the Region.

2.5 Failure to Enter into Agreement

In addition to all other remedies available to the Region, if a selected bidder fails to execute the Agreement or satisfy any applicable conditions within ten (10) calendar days of notice of selection, the Region may, without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

[End of Part 2]

Part 3 Terms and Conditions of the RFT Process

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Bid

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

N/A

3.1.6 Information in RFT Only an Estimate

The 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 the Region

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

3.1.9 Trade Agreements

Bidders should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) or Chapter 19 of the Canada European Union: Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFT.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Region makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive Contract for the provision of the described Deliverables. The 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. All questions or comments submitted by bidders through the Bidding System shall be deemed to be received once the question has been entered into the Bidding System and email has been received by the bidder confirming that the question was saved in the Bidding System successfully. No such communications are to be directed to anyone outside of the Bidding System, and the Region shall not be responsible for any information provided by or obtained from any source other than the RFT Contact. The Region is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. The 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 the 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 the Region. Bidders must confirm their receipt of all addenda in their electronic submission form.

3.2.3 Post-deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

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

3.3 Notification

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the Region and a bidder, the other bidders shall be notified by public posting in the same manner that this RFT was originally posted of the outcome of the procurement process.

3.3.2 Procurement Protest Procedure

If a bidder wishes to challenge the RFT process, it should provide written notice to the RFT Contact in accordance with the Region's vendor dispute mechanism and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Region may disqualify a bidder for any conduct, situation or circumstances, determined by the Region, in its sole and absolute discretion, to constitute a conflict of interest, as defined in the electronic submission form.

3.4.2 Disqualification for Prohibited Conduct

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

3.4.3 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 electronic submission form.

3.4.4 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.

3.4.5 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).

3.4.6 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 the Region; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

3.4.7 Past Performance or Past Conduct

The Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

(a) illegal or unethical conduct as described above;

(b) the refusal of the supplier to honour submitted pricing or other commitments; or

(c) any conduct, situation or circumstance determined by the Region, in its sole and absolute discretion, to have constituted a conflict of interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Region

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

(a) is the sole property of the 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 Agreement;

(c) must not be disclosed without prior written authorization from the Region; and

(d) must be returned by the bidder to the Region immediately upon the request of the Region.

3.5.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Region. The confidentiality of such information will be maintained by the Region, except as otherwise required 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 the Region to advise or assist with the RFT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted through the bidding system.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Region

The 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 clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;

(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; (iii) any act of bankruptcy; or receiver appointment on account of a bidder's insolvency or in respect of any of a bidder's property; or a general assignment for the benefit of a bidder's creditors;

(e) waive formalities and accept bids that substantially comply with the requirements of this RFT;

(f) verify with any bidder or with a third party any information set out in a bid;

(g) check references other than those provided by any bidder;

(h) 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;

(i) select a bidder other than the bidder whose bid reflects the lowest cost to the Region;

(j) cancel this RFT process at any stage;

(k) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;

(l) accept any bid in whole or in part; or

(m) 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 the Region nor any of it 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 the Region's decision not to 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)

1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

2. are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Region; and
3. 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]

Part 4 Electronic Form(s) Instructions

4.1 Instructions on how to complete Pricing Form(s) (Appendix C)

Pricing must be submitted electronically in accordance with the Bidding System instructions.

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

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 to the Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

4.2 Evaluation of Pricing

It is the intention of the Region to award this RFT to the compliant Bidder with the lowest Lump Sum Tendered Price (Total in Summary Table), meeting specifications.

The Region reserves the right to demand adjustment of the lowest compliant Bidder's allocation of the Divisional Prices in "Appendix C- Divisional Breakdown of Lump Sum Tendered Price" where such prices are deemed by the Region, in its sole discretion, to be significantly unbalanced. Where this right is exercised by the Region, the sum of the adjusted Divisional Prices must continue to equal the Lump Sum Tendered Price as bid in Appendix C. Failure to comply with this request may result in the Region opting to adjust the Divisional Prices to better reflect historical data and/or average tendered prices on file. Any adjustments to Divisional Prices shall not affect the Lump Sum Tendered Price.

4.3 Electronic Pricing Form(s) (Appendix C)

Appendix C, Electronic Pricing Form(s) are available for viewing by registered plan takers only on the Region's bidding website. To view the pricing pages and submit a bid for this opportunity, you will have to register for this bid opportunity (refer to Part 1, section 1.6 Submission of Bids, sub-section 1.6.3 Bids to be submitted Electronically). Once you have registered and become a plan taker for this bid opportunity, you can click on the "Start Submission" button and follow the steps to complete all the electronic forms necessary to complete your submission.