

TOWNSHIP OF SEVERN

Request for Tender



TWO (2) MID-SIZE PICKUP TRUCKS

PW RFT 2018-008

RFT released: 2/21/18

Deadline for Questions: 10:00 AM 3/09/18

Deadline for Bids: 12:00 PM 3/15/18

Township of Severn
1024 Hurlwood Lane
Orillia, ON

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OVERVIEW

What we need

The Township of Severn's Public Works Department is looking to purchase two (2) mid-size pickup trucks for the Utilities branch. These vehicles will be used for transporting small tools and equipment relating to the operation of drinking water and wastewater systems.

What's important to us

The Township is looking for credible suppliers who have the capability to supply and deliver the new vehicles no later than **June 30, 2018**.

Why should you bid?

This is an opportunity to provide the Township of Severn with your finely crafted automotive product. Through renewal of the Township's fleet, you will empower our Public Works Department to providing effective and sustainable water / wastewater operations.

A bit about us

The Township of Severn "Township" is a diverse blend of rural, small urban and vacation lifestyles. Founded on January 1, 1994 through the restructuring of Simcoe County, the Township is comprised of the former Village of Coldwater, Townships of Orillia and Matchedash, as well as portions of the former Townships of Tay and Medonte. The Township's current population is 13,477

SECTION 1: Instructions to Respondents



1.1 Context

- a. This Request for Tender (RFT) is an invitation to suitably qualified suppliers to submit a Bid for the supply and delivery of **two (2) Mid-Size Pickup Trucks**.
- b. This RFT is a single-step procurement process.
- c. The lowest or any tender not necessarily accepted.



1.2 Our timeline

- a. Here is our timeline for this RFT.

| Steps in RFT process: | Date: |
|---|-------------------------|
| Deadline for questions: | 3/09/18 |
| Deadline to answer questions: | 3/13/18 |
| Deadline for Bids: | 12:00 PM 3/15/18 |
| Unsuccessful Respondents notifications: | 4/09/18 |
| Respondents debriefs: | Week of 4/16/18 |
| Anticipated Contract start date: | 4/09/18 |



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. Our Point of Contact

Name: **Anthony Drouin**

Title/Role: **Supervisor of Utilities**

Email address: **adrouin@townshipofsevern.com**



1.4 Developing and submitting your Bid

- a. This is an **open** competitive tender process. The RFT sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFT. In particular:
 - i. Develop a strong understanding of our Requirements detailed in Section 2.
 - ii. In structuring your Bid, consider how it will be evaluated. Section 3 describes our Evaluation Approach.
- c. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.
- d. In submitting your Bid you must use the Response Form provided. This form will be provided in a Microsoft Word document that you can download from the bidding system we used to release the RFT.
- e. You must also complete and sign the declaration at the end of the Response Form.
- f. Check that you have provided all information requested in the Response Form.

- g. Having done the work, don't be late – please ensure you get your Bid to us before the Deadline for Bids!



1.5 Address for submitting your Bid

- a. Bid Submissions must contain one (1) original hard copy of the Response Form delivered in a sealed opaque envelope with the provided Submission Label firmly affixed.
- b. Please send or deliver Bid Submissions to the following address:
 - Mailing: P.O. Box 159, Orillia, Ontario, L3V 6J3
 - Courier: 1024 Hurlwood Lane, Severn, Ontario, L3V 0Y6
- c. Bid Submissions sent by facsimile machine or electronic mail and submissions after the Deadline for Bids will not be accepted.



1.6 Our RFT Process, Terms and Conditions

- a. Offer Validity Period: In submitting a Bid the Respondent agrees that their Bid will remain open for acceptance by the Township for **30** days from the Deadline for Bids.
- b. The RFT is subject to the Township Standard RFT Terms and Conditions described in Section 6.



1.7 Later changes to the RFT or RFT process

- a. If, after publishing the RFT, we need to change anything about the RFT, or RFT process, or want to provide suppliers with additional information we will let all suppliers know by publishing addenda on the bidding system we used to release the RFT, typically no later than Forty-Eight (48) hours prior to Deadline for Bids.
- b. Addenda, if required, shall hereby form part of the RFT documents.
- c. Respondents shall acknowledge receipt of any addenda on the location provided in the Response Form.

SECTION 2: Our Requirements

2.1 What we are buying and why

- a. This RFT relates to the purchase of two (2) new mid-size pickup trucks.
- b. The vehicle(s) shall be new and unused 2018 or 2017 Model Production year.
- c. The vehicle(s) must meet or surpass the mandatory requirements of the “Canadian Motor Vehicle Safety regulations” (SOR 70-487) amended and bear the national safety mark and CMVI annual sticker.
- d. The vehicle(s) shall be licensed and plated upon delivery. The Township will provide the successful Respondent with the Registrant Identification Number (RIN) and applicable insurance documents.

2.2 Specifications

- a. Respondents shall include in the bid submission, one (1) complete set of factory specifications.
- b. The vehicle(s) to be provided under this RFT will be composed of individual components that meet or exceed the specifications for each component as stipulated in the RFT.
- c. The specifications chart provided in the Response Form, lists only the major details of the vehicle. It will be the responsibility of the successful Respondent to deliver a fully equipped vehicle including all manufacture’s standard equipment plus all other equipment required by the specifications.
- d. Where minimums are called for in the specification, the vehicle(s) must meet, or exceed the capacity, size or performance specified.
- e. Where “or approved equivalent” appears in the specification, and an equivalent product is anticipated to meet or exceed the requested product, it is the responsibility of the Respondent to submit a question to our Point of Contact prior to the Deadline for Questions. Should the requested equivalency be approved by the Township, we will update the specification by way of addendum.
- f. Respondents must provide a response to each line item specification. Incomplete responses may result in your bid submission being deemed as non-compliant and may be rejected. Please do so as follows:
 - i. Your equipment is in complete compliance; indicate YES in the Compliance Column.
 - ii. Where the document notes “Specify”; indicate your specification in the Compliance Column.
 - iii. Ensure your response to “Specify” includes the appropriate unit of measure.

2.3 Other information

- a. We require the truck to be delivered to 4251 Burnside Line, Severn, Ontario
- b. Payment will be upon receipt of truck and acceptance/check over by the Township.
- c. We require the new truck to be delivered no later than **June 30, 2018**.

2.4 Trade In

- a. As part of this RFT, the Township requests Respondents provide a trade in allowance for both U01 and U06. The vehicle descriptions are below:

- i. U01 is a 2010 GMC Sierra 1500 2WD Regular Cab 119.0" Work Truck. VIN# 1GTPCTEX0AZ108824. The estimated mileage on the vehicle is 178,619 km's.
 - ii. U06 is a 2010 GMC Sierra 1500 2WD Regular Cab 119.0" Work Truck. VIN# 1GTPCTEX0AZ235802. The estimated mileage on the vehicle is 158,377 km's.
- b. The trade-ins shall be "as is" with no representations or warranties.
- c. To make arrangements to view trade in, please get in touch with our Point of Contact.
- d. Acceptance of successful Respondent's trade in allowance subject to the discretion of the Township.

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

- a. The Township will evaluate prices submitted firstly by the Total Tender Price (base bid) and secondly by the base bid price less optional trade-in values (net).
- b. The evaluation model that will be used is lowest price conforming. This means that the compliant Bid that is the lowest price (either by base bid value or net value at the sole discretion of the Township) will be selected as the successful Respondent.
- c. In the event of a tie, the successful Respondent will be determined by way of a coin toss.

3.2 Optional evaluation process and due diligence

- a. In addition to the above, we may undertake the following process and due diligence. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give Respondents reasonable notice.
 - i. other checks against the Respondent e.g. Companies Office
 - ii. interview Respondents
 - iii. test products

SECTION 4: Pricing information

4.1 Pricing information to be provided by respondents

- a. Respondents are to use the pricing schedule template provided in the Response Form and must clearly state the Total Tender Price exclusive of HST.
- b. In preparing their Bid, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Bid and pricing information to manage such risks and contingencies.
- c. Prices should be tendered in CAD. Unless otherwise agreed, the Township will arrange contractual payments in CAD.
- d. The bid price shall include the cost of freight, pre-delivery inspections, administration, transfers, licenses and the supply and installation of any and all accessories.
- e. If a Respondent offers a price that is substantially lower than other Bids (an abnormally low bid), the Township may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price tendered.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract

- a. The following is the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.
- b. The Response Form contains a section for you to accept the terms and conditions in the Proposed Contract in full.

FORM OF AGREEMENT

AGREEMENT FOR THE SUPPLY AND DELIVERY OF TWO (2) MID-SIZE PICKUP TRUCKS

THIS AGREEMENT (the "Agreement"), is effective as of the April XX, 2018

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SEVERN (the "Township")

AND:

_____ (the "Supplier")

WHEREAS:

- A. The Township issued **PW RFT 2018-008** for the provision of **TWO (2) MID-SIZE PICKUP TRUCKS**.
- B. The Supplier was the successful respondent and has agreed to provide the Deliverables in accordance with the Contract.

NOW THEREFORE, in consideration of their respective agreements set out below, the parties covenant and agree as follows:

That, the Supplier for and in consideration of the payment specified in his Tender for the Deliverables, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Deliverables in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Supplier further agrees that he will deliver the whole of the Deliverables completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Township agrees to pay to the Supplier for the Deliverables, the stipulated lump sum or sums in the Tender as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Documents.

THIS AGREEMENT SHALL, enure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Supplier and on the heirs and successors of the Township.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first written above.

THE CORPORATION OF THE TOWNSHIP OF SEVERN

[INSERT LEGAL NAME OF SUPPLIER]

Per: _____

Per: _____

Name:

Name:

Title:

Title:

Per: _____

Per: _____

Name:

Name:

Title:

Title:

We have authority to bind the corporation.

I/We have authority to bind the corporation.

SECTION 6: Township Standard RFT Process Terms and Conditions

In managing this procurement the Township will endeavour to act fairly and reasonably in all of its dealings with interested Suppliers and Respondents, and to follow due process which is open and transparent.



Preparing and submitting a Bid

6.1 Preparing a Bid

- a. Respondents are to use the Response Form provided and include all information requested by the Township in relation to the RFT.
- b. By submitting a Bid the Respondent accepts that it is bound by the RFT Process, Terms and Conditions (RFT-Terms) contained in Section 6 (as varied by Section 1, if applicable).
- c. A Respondent who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Contract, either as part of its bid or after receiving notice of selection, may be rejected. If a Respondent is not rejected despite such changes or qualifications, the provisions of this RFT will prevail over any such changes or qualifications in the Bid.
- d. Each Respondent will:
 - i. examine the RFT and any documents referenced in the RFT and any other information provided by the Township
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Bid to manage such risks and contingencies
 - iii. if appropriate, obtain independent advice before submitting a Bid
 - iv. satisfy itself as to the correctness and sufficiency of its Bid, including the proposed pricing and the sustainability of the pricing.
- e. There is no expectation or obligation for Respondents to submit Bids in response to the RFT solely to remain on any prequalified or registered supplier/contractors list. Any Respondent on such a list will not be penalized for failure to submit a Bid.

6.2 Offer Validity Period

- a. Bids are to remain valid and open for acceptance by the Township for the Offer Validity Period.



6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFT. If there is any perceived ambiguity or uncertainty in the RFT documents Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Point of Contact. The Township will endeavour to respond to requests in a timely manner, but not later than the Deadline to

Answer Questions, if applicable.

- c. If the Township considers a request to be of sufficient importance to all Suppliers/Contractors, the question and answer may be posted on the bidding system used to release the RFT. In doing so the Township may summarize the Respondent's question and will not disclose the Respondent's identity.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Township will attempt not to publish such commercially sensitive information. However, the Township may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Township considers it of general significance to all Suppliers/Contractors.

6.4 Addenda

- a. The RFT may be amended only by addenda. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to the RFT.
- b. If the Township determines that it is necessary to issue an addendum after the Deadline for Answers, the Township may extend the Deadline for Bids.
- c. Respondents are responsible for obtaining all addenda issued by the Township.



6.5 Submitting a Bid

- a. Each Respondent is responsible for ensuring that its Bid is received by the Township at the correct address on or before the Deadline for Bids. The Township will acknowledge receipt of each Bid.
- b. The Township intends to rely on the Respondent's Bid and all information provided by the Respondent (e.g. correspondence). In submitting a Bid and communicating with the Township each Respondent should check that all information it provides to the Township is:
 - i. true, accurate and complete and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- c. Where the Township requires the Bid to be delivered in hard and soft copies the Respondent is responsible for ensuring that both the hard and soft copies are identical.

6.6 Alteration or Withdrawal of Bids

- a. A Respondent who has already submitted a Bid may submit a further Bid at any time up to the Deadline for Bids. The last Bid received shall supersede and invalidate all Bids previously submitted by that Respondent for the RFT.
- b. A Respondent may withdraw their Bid by submitting a letter bearing signature provided the letter is received by the Township prior to the Deadline for Bids.



Assessing Bids

6.7 Third party information

- a. Each Respondent authorizes the Township to collect additional information, except

commercially sensitive pricing information, from any relevant third party (such as a reference or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Bid.

- b. Each Respondent is to ensure that all references provided in support of its Bid agree to provide a reference.



6.8 Township's clarification

- a. The Township may, at any time, request from any Respondent clarification of its Bid as well as additional information about any aspect of its Bid. The Township is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Township may take such clarification or additional information into account in evaluating the Bid.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Township may cease evaluating the Respondent's Bid and may eliminate the Bid from the process.



6.9 Evaluation

- a. The Township will take into account the results of the evaluations of each Bid and may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and/or any other due diligence
 - ii. any matter that materially impacts on the Township's trust and confidence in the Respondent
 - iii. any relevant information that the Township may have in its possession.



6.10 Respondent's debrief

- a. Respondents may request a debriefing after receipt of a Notification of Outcome. All requests must be made by email to the Point of Contact and must be made within thirty (30) days of such notification.
- b. The debrief may be provided by letter, email, phone or at a meeting. The intent of the debriefing is to aid the Respondent in presenting a better Bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.



6.11 Notification of outcome

- a. At any point after conclusion of evaluation, but no later than 30 Business Days after the date the Agreement is made, the Township will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Township may make public the name of the Successful Respondent and any unsuccessful Respondents. Where applicable, the Township will publish an Award Notice on the bidding system used to release the RFT.



6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Township any issue or complaint about the RFT, or the RFT process at any time.

- b. The Township will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. Both the Township and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFT.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Township to unfairly prejudice the Respondent's on-going participation in the RFT process or future contract opportunities.



6.13 Township's point of contact

- a. All enquiries regarding the RFT must be directed by email to the Point of Contact. Respondents must not directly or indirectly approach any representative of the Township, or any other person, to solicit information concerning any aspect of the RFT.
- b. Only the Point of Contact is authorized to communicate with Respondents regarding any aspect of the RFT. The Township will not be bound by any statement made by any other person.
- c. The Township may change the Point of Contact at any time. The Township will notify Respondents of any such change by addenda.
- d. Where a Respondent has an existing contract with the Township then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Township, solicit information or discuss aspects of the RFT.

6.14 Conflict of interest

- a. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Township should a Conflict of Interest arise during the RFT process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFT.

6.15 Ethics

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Township in relation to the RFT.
- b. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Bids or other submissions or in any discussions or negotiations with the Township. In submitting a Bid the Respondent warrants that its Bid has not been prepared in collusion with a Competitor.
- c. Such unethical behaviour will result in the Respondent being disqualified from participating further in the RFT process.
- d. The Township reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Bid.

6.16 Costs of participating in the process

- a. Each Respondent will bear its own costs associated with the preparation and presentation of its Bid.

6.17 Ownership of documents

- a. All documents forming the Bid will, when delivered to the Township, become the property of the Township. Bids will not be returned to Respondents at the end of the process.
- b. Ownership of Intellectual Property rights in the Bid remain the property of the Respondent or its licensors. However, the Respondent grants to the Township a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Bid for any purpose related to the RFT process.



6.18 Confidential Information

- a. Respondents are advised that the Township is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and information submitted to the Township in response to the RFT may be subject to disclosure under MFIPPA. Respondents should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township and is advised to consult with their own legal advisors regarding the appropriate way to identify such information.
- b. The Township will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal.
- c. Respondents are advised that their Bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFT process, including the evaluation of Bids.



6.19 Elimination

- a. Bids received after the Deadline for Bids **will** be rejected.
- b. Bids that do not substantially comply with the requirements of this RFT **will** be rejected.
- c. Bids that are incomplete, conditional, illegible, completed in pencil, or obscure or that contained additions not called for, reservations, erasures, alterations, material errors, omissions, inaccuracies or irregularities of any kind, **may** be rejected as informal.
- d. Wherever in a Bid that an item's total amount does not agree with the extension of estimated quantity and the unit price, the unit price shall govern and the total bid price shall be corrected accordingly.
- e. Bids that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Township **may** be rejected at the Township's sole discretion.
- f. The Township **may** exclude a Respondent from participating in the RFT if the Township has evidence of any of the following, and is considered by the Township to be material to the RFT:
 - i. the Respondent is in bankruptcy, receivership or liquidation
 - ii. the Respondent has made a false declaration
 - iii. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - iv. the Respondent has been convicted of a serious crime or offence
 - v. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.



6.20 Township's Rights

- a. Despite any other provision in the RFT the Township may:
 - i. make any material change to the RFT (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change
 - ii. cancel or suspend this RFT process at any stage and/or issue a new RFT for the same or similar deliverables
 - iii. make public the names of any or all Respondents
 - iv. request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent's response to that request for clarification into the Respondent's Bid
 - v. assess a Respondent's Bid on the basis of: 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 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
 - vi. waive formalities and accept Bids that substantially comply with the requirements of the RFT
 - vii. verify with any Respondent or with a third party any information set out in a Bid
 - viii. check references other than those provided by any Respondent
 - ix. disqualify a Respondent, rescind a notice of selection or terminate a contract subsequently entered into if the Respondent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process
 - x. select a Respondent other than the Respondent whose Bid reflects the lowest price
 - xi. accept any Bid in whole or in part
 - xii. reject any or all Bids.
- b. These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.



6.21 Interpretation and Governing law

- a. These Terms and Conditions of the RFT Process are:
 - i. intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision
 - ii. non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township
 - iii. to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.



6.22 Disclaimer

- a. The Township will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in

respect of the RFT process.

- b. Nothing contained or implied in the RFT, or RFT process, or any other communication by the Township to any Respondent shall be construed as legal, financial or other advice. The Township has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.



6.23 Precedence

- a. Any conflict or inconsistency in the RFT shall be resolved by giving precedence in the following descending order:
 - i. any Addendum
 - ii. any Special Provisions
 - iii. any Contract Drawings
 - iv. any Supplementary General Conditions
 - v. Specifications
 - vi. the General Conditions
 - vii. all other Sections of the RFT document
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.