



# **REGIONAL DISTRICT of Fraser-Fort George**

## **INVITATION TO TENDER ES-25-05**

### **Vehicle Weigh Scale Replacement Foothills Boulevard Regional Landfill**

**Date Issued:** March 21, 2025

**Closing Location:** Regional District Office  
3<sup>rd</sup> Floor, 155 George Street,  
Prince George, BC V2L 1P8

**Mandatory Site Meeting:** April 3, 2025 at 10:30 am

**Inquiries:** Email Darren Wahl at [darren.wahl@rdffg.bc.ca](mailto:darren.wahl@rdffg.bc.ca)  
Inquiry deadline: April 15, 2025 at 5:00 p.m.

**Closing Date:** April 22, 2025  
2:00 pm (Pacific Standard Time)  
No Public Opening

**Note:** Late submissions will not be considered

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## **INVITATION TO TENDER**

### **PART A – INTRODUCTION**

The Regional District of Fraser-Fort George (Regional District) invites tenders to supply and install two 80ft x 10ft steel deck vehicle weigh scales at Foothills Boulevard Regional Landfill. Scales are above ground design with I beam side rails.

#### **TENDER DOCUMENTS**

The Invitation to Tender (ITT) documents may be obtained on or after **March 21, 2025**

- (a) in a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.ca](http://www.rdffg.ca);
- (b) on the BCBid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

All subsequent information regarding this ITT, including amendments, Addendum(s) and answers to questions will also be available as above.

It is the sole responsibility of the tenderer to ascertain that they have received a full set of Tender Documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of Tender Documents (listed in Part B, Section 2.1).

All Tender Documents must be received by the Closing Time in order for the Tender to receive consideration.

Tenders not submitted in strict accordance with these instructions or not complying with the requirements in this ITT may be rejected.

To be considered, Tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this ITT. Any Tender received by the Regional District that is unsigned will be rejected.

The lowest of any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders.

#### **TENDER SUBMISSION AND CLOSING LOCATION AND TIME:**

The Regional District will accept tenders submitted either by direct delivery or electronically to the Regional District main office.

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd floor, 155 George Street, Prince George, BC (the "**Closing Location**") not later than 2:00 p.m. local time on **April 22, 2025** (the "**Closing Date**") or by email to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). There will not be a public opening for this Tender.

Tenders must be in English and must be submitted using the submission methods below.

The Closing Time for this Tender is **April 22, 2025** at 2:00 p.m.

**For Tenders to be submitted by hard copy direct delivery:**

“Prince George Time” will be conclusively deemed to be the time indicated in the timestamp the Tender receives upon delivery to the address specified herein.

Two complete copies of your Tender must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the tender, as well as on the outside of the courier envelope/box (if sending by courier):

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-25-05  
Vehicle Weigh Scale Replacement – Foothills Boulevard Regional Landfill
3. Responding Tenderer’s name and address

**Facsimile Tenders will NOT be accepted.**

**For Tenders to be submitted Electronically, with Bid Bond:**

“Prince George Time” will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein.

Other than the Bid Bond, Tenderers must submit all portions of their Tender by email in accordance with the following:

Subject of the file to be: ES-25-05 - Vehicle Weigh Scale Replacement – Foothills Boulevard Regional Landfill – (Insert Responding Tenderer’s Name)

All emailed documents must be in PDF format and should be in one combined file. Tenderers should ensure that the files should not collectively exceed 30MB. Zip the files to reduce the size if needed.

**Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.**

Tenders must be submitted to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). Other than the Bid Bond, do not deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

**The Bid Bond must not be sent by email.** The Bid Bond must be received by the General Manager of Financial Services, at the Regional District of Fraser-Fort George, 3<sup>rd</sup> Floor, 155 George Street, Prince George, BC on or before 2:00 p.m. on the Closing Date. The Bid Bond must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the bid bond, as well as on the outside of the Courier envelope if being sent by courier.

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8

2. Invitation to Tender, ES-25-05  
Vehicle Weigh Scale Replacement – Foothills Boulevard Regional Landfill
3. Responding Tenderer's name and address

The Regional District does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Tenderer:

1. for ensuring that any electronic email system being operated by or for the Regional District is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, cannot be received;
2. for errors, problems or technical difficulties with respect to a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender;
3. that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, is received by the Regional District of Fraser-Fort George in its entirety or within any time limit specified by this Tender.

## **PART B – INSTRUCTIONS TO TENDERERS**

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

Vehicle Weigh Scale Replacement – Foothills Boulevard Regional Landfill  
June 1, 2025 – August 31, 2026

**Instructions regarding obtaining the Tender Documents are contained in Part A: Introduction.**

Questions relating to the tender or project must be directed to:

Darren Wahl, Manager of Solid Waste Operations  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8  
Phone: 250-960-4400  
Email: [darren.wahl@rdffg.bc.ca](mailto:darren.wahl@rdffg.bc.ca)

**Deadline for question submissions is 5:00 p.m. (local time) April 15, 2025.**

Those questions that are determined to be of a common interest to all potential Tenderer's will be summarized and posted as Addendum(s) on the Regional District's website as well as the BCBid® website.

### **ACKNOWLEDGEMENT LETTER**

Upon receipt of this Invitation to Tender, a potential Tenderer should complete and sign the Acknowledgement Letter at Appendix A, and email the signed Acknowledgement Letter to, Project Manager, [darren.wahl@rdffg.bc.ca](mailto:darren.wahl@rdffg.bc.ca). A Tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

**Any Tenderer who does not submit the Acknowledgement Letter will not be sent any Addendum(s), or answers to questions and may be disqualified.**

### **SITE MEETING**

All prospective Tenderers must attend the site meeting. The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to this ITT. The purpose of the site meeting is for Tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the sites, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their Tender.

Oral questions will be allowed at the Tenderers' meeting. However, questions of a complex nature, or questions where the Tenderer requires anonymity, should be forwarded in writing, prior to the meeting, to the Project Manager.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding any additional site meetings or providing individuals access to the sites.

**The mandatory site visit will be held at Foothills Boulevard Regional Landfill on April 3, 2025 at 10:30 am.**

## **TENDER PROCESS**

### **1.0 Definitions**

- 1.1 "**Addendum(s)**" means all additional information regarding this ITT including amendments to the ITT.
- 1.2 "**BC Bid**" means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca).
- 1.3 "**Board**" means the Board of the Regional District.
- 1.4 "**Closing Location**" means the location specified in Part A - Introduction.
- 1.5 "**Closing Time**" means the closing time and date specified in Part A - Introduction.
- 1.6 "**Contract**" means the contract substantially in the form attached to this ITT.
- 1.7 "**Contractor**" means the successful Tenderer to the ITT who enters into a Contract with the Regional District.
- 1.8 "**Form of Tender**" means the form of tender attached to this ITT.
- 1.9 "**ITT**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).
- 1.10 "**Project Manager**" means the Regional District's representative.
- 1.11 "**Tender**" means a submission in response to this ITT.
- 1.12 "**Tender Documents**" means the documents listed in section 2.1.
- 1.13 "**Tenderer**" means the person submitting a Tender.
- 1.14 "**Regional District**" means the Regional District of Fraser-Fort George.
- 1.15 "**must**" means a requirement that must be met in order for a Tender to receive consideration.
- 1.16 "**should**", or "**may**" means a requirement having a significant degree of importance to the objective of the ITT, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Tender.
- 1.17 "**Work**" means the total construction and related services required by the Tender documents.

## **2.0 Tender Documents**

2.1 The Tender Documents are:

- (a) Part A – Introduction;
- (b) Part B – Instructions to Tenderers;
- (c) Appendices:
  - i. Appendix A – Acknowledgment Letter;
  - ii. Appendix B – Bidder Checklist;
  - iii. Appendix C – Tender Form;
  - iv. Appendix D – Schedule of Prices;
  - v. Appendix E – Schedule of Quantity and Prices – Section 1;
  - vi. Appendix F – Schedule of Additional Unit Prices – Section 2;
  - vii. Appendix G – Proposed Construction Schedule;
  - viii. Appendix H – List of Contractor's Personnel;
  - ix. Appendix I – List of Subcontractors;
  - x. Appendix J – Tender's Experience in Similar Work;
  - xi. Appendix K – Conflict of Interest Disclosure Statement
  - xii. Appendix L – Goods and Services Tax Information;
  - xiii. Appendix M – Contract Agreement;
  - xiv. Appendix N – Site Map;
  - xv. Appendix O – Specifications; and
  - xvi. Appendix P – Drawings

2.2 If there is a conflict between or among the Specifications and the other Tender Documents, the other Tender Documents shall prevail over the Specifications.

## **3.0 Acceptance of Terms and Conditions**

Submitting a Tender indicates acceptance of all the terms and conditions set out in the ITT, including those that follow and that are included in all appendices and any Addendum(s).



#### **4.0 Submission Instructions**

- 4.1 Each Tenderer must complete and provide Appendix A and C through L.
- 4.2 All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations, or other corrections should be initialed by an authorized signatory of the Tenderer.
- 4.3 Subject to any alternatives or options in respect of which the Regional District requests pricing or other information in an Appendix to the ITT, Tenders are to be all inclusive and without qualification or condition.
- 4.4 The Regional District may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the Regional District's website, at [www.rdffg.ca](http://www.rdffg.ca) and at BC Bid.
- 4.5 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer, as is necessary for due execution on behalf of the Tenderer. Each Tender by a company or partnership should specify the full name of the legal entity submitting the Tender.
- 4.6 It is the sole responsibility of the Tenderer to ascertain that they have received a full set of the Tender Documents. Upon submission of their Tender, the Tender will be deemed conclusively to have been in possession of a full set of the Tender Documents.
- 4.7 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum, and the addendum will be posted on the Regional District website and BC Bid.
- 4.8 It is the sole responsibility of the Tenderer to check for Addendum(s). Addendum(s) issued during the time of Tendering must be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.
- 4.9 The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a Tender is the Tenderer's responsibility.

#### **5.0 Discrepancies or Omissions**

- 5.1 Tenderers finding discrepancies or omissions in the specifications or other documents herein or having doubts on the meaning or intent of any part thereof, should immediately request in written form, either by email or by mail, clarification from the Project Manager. Upon receipt of the written request for clarification, The Project Manager may, in the person's sole discretion, send written instructions or explanations to all parties registered as having returned the acknowledgement letter, and make amendments to this ITT. No responsibility will be accepted for oral instructions. Any requests must be received prior to April 15, 2025 at 5:00 p.m.
- 5.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

## **6.0 Late Submissions**

Tenders will be marked with their receipt time upon receipt. Only complete Tenders received before the Closing Time will be considered to have been received on time. Tenders received late will be marked late and not considered or evaluated. In case of a dispute, the Tender receipt time as recorded by the Regional District will prevail whether accurate or not.

## **7.0 Changes to Tenders**

A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time:

- (a) For changes to price only, by submitting an amendment via email or mail at the address identified at the beginning of Part B of this Invitation to Tender, identifying a plus or minus variance to the Tenderer's Tender Price; or
- (b) In all cases, by delivering a completely new Tender in accordance with Part A to this Invitation to Tender, clearly indicating it replaces the previously submitted Tender.

Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the Regional District shall only review and evaluate the Tender as amended.

## **8.0 Bid Prices**

8.1 The Tenderer will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the price stated in the Schedule of Prices. These prices will cover all their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment material, supervision, services, taxes and assessments, together with the Tenderer's overhead and profit, except where otherwise provided elsewhere in this ITT.

8.2 Tender prices must remain open for acceptance for a period of 90 days from the Closing Date unless otherwise stated by the Regional District.

## **9.0 Subcontractors**

All Subcontractors, including affiliates of the Tenderer, should be clearly identified in the Tender as per the form attached as Appendix I.

A Tenderer may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the Tender. This includes, but is not limited to, involvement by the firm or individual in the preparation of the Tender or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the Tender, participating in evaluation or in the administration of the Contract. If a Tenderer is in doubt as to whether a proposed Subcontractor might be in a conflict of interest, the Tenderer should consult with the Project Manager prior to submitting a Tender. By submitting a Tender, the Tenderer represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of the Tender.

## **10.0 Rejection of a Tender**

- 10.1 The Regional District may, in its sole discretion, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District. The lowest, or any Tender, will not necessarily be awarded.
- 10.2 Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.
- 10.3 The Regional District's intent is to enter into a Contract with the Tenderer who has submitted the best offer. The Regional District reserves the right to accept any or none of the Tenders submitted and will evaluate Tenders based on the best value offered to the Regional District and not necessarily the lowest price. The Regional District reserves the right in its sole unrestricted discretion to:
- (a) accept any Tender which the Regional District deems most advantageous to itself;
  - (b) reject any and/or all irregularities in a Tender submitted;
  - (c) waive any defect or deficiency in a Tender whether or not that defect or deficiency materially or substantially affects the Tender and accept that Tender;
  - (d) reject any and/or all Tender for any reason, without discussion with the Tenderer(s);
  - (e) accept a Tender which is not the lowest Tender; and
  - (f) cancel or reissue the Tender without any changes.
- 10.4 Without limiting any other provision of this Tender, the Regional District may, in its sole discretion, reject a Tender submitted by a Tenderer, if the Tenderer or any officer or director of a corporate Tenderer, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

## **11.0 Conflict of Interest**

- 11.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a conflict of interest disclosure statement (Appendix K).
- 11.2 Without limiting any other provision of this ITT, the Regional District may reject a Tender based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Tender where:

- a. one or more of the directors, officers, principals, partners, senior management

employees, shareholders or owners of the Tenderer, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or

- b. in the case of a Tender submitted by a Tenderer who is an individual person, where that individual is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

A Tenderer who has any concerns regarding whether a current or prospective employee, advisor or member of that Tenderer is, or may be, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Tenderer and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Tender based on the information provided.

## **12.0 Tender Evaluation**

12.1 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost effectively complete the work described in this ITT.

12.2 The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District staff shall use the following criteria to evaluate tenders received:

- a. tender's qualifications and experience;
- b. past work experience with similar projects;
- c. acceptability of reference checks;
- d. construction schedule; and
- e. tender price.

12.3 The Tenderer acknowledges that the Regional District may rely upon criteria that the Regional District deems relevant even though such criteria may not have been disclosed to the Tenderer. By submitting a Tender, the Tenderer acknowledges the Regional District's right under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept the Tenderer's Tender, whether or not such right of action arises in contract, negligence, bad faith or any other cause of action.

12.4 Notwithstanding any other provision in this ITT, the award of a Contract by the Regional District may be subject to the availability of funding and the approval of the Board.

### **13.0 Proof of Ability**

The Tenderer will be competent and capable of performing the Work. The Tenderer is required to provide evidence of previous experience and financial responsibility before the contract is awarded.

### **14.0 Bonding**

#### **14.1 Bid Bond:**

The bid must be accompanied by a Bid Bond in an amount of ten percent (10%) of the total tendered price.

The Bid Bond must be issued by a Surety Company licensed to conduct business in the Province of British Columbia wherein the work is located.

If the successful bidder fails, for any reason, to execute the Contract, the portion of this Bid Bond will be forfeited to, and retained by, the Regional District of Fraser Fort George, in the amount for which the Regional District may legally contract with another party to perform the work, if the latter amount be in excess of the former.

The Bid Bonds submitted by unsuccessful bidders will be returned to them, without interest, as soon as the successful bidder has delivered, to the Regional District, a fully executed Contract for the work, or the period for which bids are irrevocable has elapsed, whichever shall happen first.

#### **14.2 Performance Security:**

The successful bidder shall deposit, with the Regional District, when signing the Contract, the following:

a. Performance Bond:

A Performance Bond in the amount of fifty percent (50%) of the tendered price; and a

b. Labour and Materials Payment Bond:

A Labour and Materials Payment Bond in the amount of fifty percent (50%) of the tendered price.

In the event of any breach, default, or non-performance by the successful bidder causing loss to the Regional District, then the Regional District may enforce the Labour and Materials Payment Bond, and/or Performance Bond as liquidated damages.

All bonds must be issued by a Surety Company authorized to do business in the Province of British Columbia.

## **15.0 Examination of Contract Documents and Site**

- 15.1 The Tenderer will satisfy themselves as to the practicality of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.
- 15.2 The Tenderer will examine the site and its surroundings and, before submitting their Tender will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means to access to the site, the accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.
- 15.3 The only time to examine the site will be at the mandatory site meeting, Foothills Boulevard Regional Landfill, April 3, 2025, at 10:30 am. There will be no exceptions.

## **16.0 Liability for Errors**

- 16.1 The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a Tender pertaining to this ITT. The accuracy and completeness of the Tender is the Tenderer's responsibility. If errors are discovered, they will be corrected by the Tenderer at their expense.
- 16.2 Tenderers acknowledge that the Regional District, in the preparation of the ITT supply of oral or written information to Tenderers, review of Tenders or the carrying out the Regional District's responsibilities under this ITT, does not owe a duty of care to Tenderers.

## **17.0 Limitation of Liability**

Except for claims for costs of preparation of its Tender, each Tenderer, by submitting a Tender, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Tender preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Tender process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Tender or otherwise breached or fundamentally breached the terms of this ITT.

## **18.0 Ownership of Tenders and Freedom of Information**

- 18.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.
- 18.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed

at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

#### **19.0 Confidentiality**

In accordance with the *Freedom of Information and Protection of Privacy Act*, Tenderers will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of a Tenderer as a result of this ITT except insofar as such publication, release or disclosure is required by the laws of British Columbia.



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## **PART C – CONTRACT CONDITIONS**

### **1. Form of Contract**

A sample contract agreement is included as Appendix M.

### **2. Term of Contract**

The term of the Contract will begin on June 1, 2025 at 12:01 a.m., and the Contract will remain in force until midnight on August 31, 2026.

A construction start date will be mutually agreed upon by the Regional District and the Contractor. Once construction works begin on-site, the Contractor will continue without interruption until project completion, on or before August 31, 2026.

### **3. Term and Termination**

The term of this Contract shall commence as set out in Section 2 and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than 30 business days advance written notice to the other party. The Contractor or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

### **4. Intent of Contract Documents**

This Contract is not an agreement of employment. The Contractor is an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or agency and neither party will be responsible for the debts or obligations of the other.

### **5. Assignment of Contract**

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for an assignment to a bank of the payments to be received hereunder.

### **6. Payment**

The Contractor will invoice the Regional District on a monthly basis. The invoice will itemize payment due for services delivered at the facility during the previous month based on the Tender Price in the Schedule of Prices. Each invoice submitted should include a reference to contract ES-25-05.

The Regional District will, by the thirtieth day of the month following that for which payment is required on receipt of an invoice and on advice from the Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.



## **7. Changes to the Contract Work**

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work. The Contractor will proceed with the work as changed and the work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in the Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

## **8. Insurance**

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and to require that the Regional District be provided with 30 days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability. The Regional District is to be added as an additional insured.
- ii. Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
  - a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$3,000,000 per occurrence.
  - b. Non-owned Automobile Liability insurance in an amount not less than \$3,000,000 per occurrence.
- iii. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

## **9. Damage to Existing Property**

In the event of damage to the Regional District's property arising from actions of the Contractor, the

procedure will be as follows:

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within 72 hours, the Regional District will repair to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

#### **10. WorkSafeBC**

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the Work and will comply with the Workers Compensation Act of the Province of British Columbia.

Prior to undertaking any of the Work in this Service Agreement, the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

Out of Province Contractors will be compliant with WorkSafeBC's registration requirements pertaining to out-of-province firms. Where WorkSafeBC registration requirements allow for a Contractor to be registered with another Province's Worker's Compensation Board or like organization, the Contractor will provide the Regional District with their registration number and written documentation confirming that the Contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

#### **11. Indemnity and Release by Contractor**

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Agreement on the part of, the Contractor, and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

#### **12. Force Majeure**

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or

judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Section 22 of the Contract. Where as a result of Force Majeure there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Section 6 of this Agreement, as may be agreed by the Contractor, or as determined under Section 22 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 3 of this Agreement.

### **13. Ownership and Freedom of Information**

- 13.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.
- 13.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

### **14. Rights of Waiver**

A waiver, or any breach of any provision of this ITT, will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

### **15. Severability**

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void or unenforceable, the validity of the remaining paragraphs hereof will not be affected.

### **16. Independent Contractor**

The Contractor shall be fully independent and shall not act as an agent or employee of the Regional

District. The Contractor shall be solely responsible for its employees, and any subcontracts the Contractor lets, and for their compensation, benefits, contributions, and taxes, if any.

#### **17. Character of Workers**

The Contractor and workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Owner, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol, or is negligent, or willfully misconducts themselves will, at the written request of the Owner, be removed from the site of the work immediately and will not be employed again in any portion of the work without the approval of the General Manager of Environmental Services.

#### **18. Assignment and Subcontracting**

This Agreement does not create any right or benefit in anyone other than the Regional District and the Contractor and shall not be assigned by either party without the prior written approval of the other party.

#### **19. Regional District's Termination of Contract**

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

#### **20. Contractor's Termination of Contract**

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents within 30 days from the specified date of payment and fails to remedy such default within ten days of the Contractor's written notice to do so.

#### **21. Regional District's Right to Correct Deficiencies**

The Regional District shall have and retain full authority to inspect the work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after five days written notice to the Contractor, or without notice if any emergency or danger to the work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

#### **22. Dispute Resolution**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this agreement, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between the Contractor

and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.

### **23. Permit and Regulations**

The Contractor will, at their own expense unless pre-approved in writing by the Regional District, procure all other permits, certificates, and licenses required by law for the execution of the work and will comply with all federal, provincial, and local laws and regulations affecting the execution of the work, save in so far as the Contract Documents specifically provide otherwise.

### **24. Scope of Work**

The work generally comprises the following but is not limited to:

1. Decommissioning of both the inbound and outbound scales currently in use
2. Inspection of foundations – footings for scale installation
3. Installation of scales
4. Transport old scales to the scrap metal area at the Foothills Landfill site, for recycling.

### **25. Local Conditions**

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered the quantities, quality and practicability of the Work and their methods of procedure. No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

### **26. Project Manager's Status**

The Project Manager or their delegate will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Work has been satisfactorily carried out. The Project Manager will have the authority to stop the Work whenever such a stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Project Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as is considered necessary.

The Contractor will comply with such an order immediately. Neither the giving nor the carrying out of such orders thereby, entitles the Contractor to any extra payment, and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

### **27. Protection of Work and Property**

The Contractor shall take all reasonable precautions necessary to protect the Regional District's property from damage during the performance of the Contract and shall make good on any damage to

the Regional District's property caused by the Contractor, its Sub-Contractor, employees, or agents during the performance of the Contract.

**28. Occupational Health and Safety**

The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees, or agents not complying with the Regional District's health and safety expectations will be required to stop Work. They will not be allowed to resume Work until the safety requirements are met.

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property at the Facility, the Landfill, and points in between, and will comply with the Workers' Compensation Act of the Province of British Columbia.

**29. Goods and Services Tax (GST)**

Federal law states that a five percent (5%) tax be paid on all goods and services. If the Contractor does not qualify as a small supplier, then the Contractor is required to identify the tax (GST/PST, as applicable) on all invoices, and the Regional District is liable to pay this amount to the Contractor.

**30. Disputed Work**

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires him to do, whether at the discretion of the Regional District or otherwise, they will, within five days, deliver to the Project Manager a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five-day time period commences from the time of direction given by the Manager or the time at which the Contractor determines that he is required to perform such work, whichever occurs first.

The Contractor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Contractor will not be entitled to payment if they fail to keep and produce such records.



**31. Notice of Protest**

TO: General Manager of Environmental Services  
Regional District of Fraser-Fort George

FROM: (Contractor)

DATE:

SUBJECT: THE CONTRACT

Date of Direction:

You have required me to perform the following work that is beyond the scope of the Contract.

(Set out details of work).

(Include dates where applicable)

The additional costs and claim for this work is as follows:

(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records, which will indicate the cost of the work done under protest, and failure to keep such records will be a bar to any recovery by me.

Signature of Contractor

## APPENDIX A - ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

We presently intend to \_\_\_\_\_ provide/\_\_\_\_\_ not provide a Tender as requested.

Please send any amendments to this Invitation to Tender via: \_\_\_\_\_ email \_\_\_\_\_ fax.

Return immediately to:

Darren Wahl  
[darren.wahl@rdffg.bc.ca](mailto:darren.wahl@rdffg.bc.ca)  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8  
Phone: 250-960-4400



## APPENDIX B – BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- |                          |  |       |
|--------------------------|--|-------|
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed? | _____ |
| <input type="checkbox"/> | Has the Bid Bond requirement been met?         | _____ |
| <input type="checkbox"/> | Is the Schedule of Prices completed?           | _____ |
| <input type="checkbox"/> | Are the following pages included?              |       |
|                          | • Appendix D, E & F Schedule of Prices         | _____ |
|                          | • Preliminary Construction Schedule            | _____ |
|                          | • List of Contractor's Personnel               | _____ |
|                          | • List of Subcontractors                       | _____ |
|                          | • Tenderer's Experience in Similar Work        | _____ |
|                          | • Conflict of Interest Disclosure Statement    | _____ |
|                          | • Goods and Services Tax Information           | _____ |
|                          | • Addendum(s)                                  | _____ |
| <input type="checkbox"/> | Are the documents complete?                    | _____ |

***Note: Your Tender may be disqualified if ANY of the applicable foregoing points have not been complied with.***

If submitting by hard copy:

Tenderers should ensure that the Tender is returned in a sealed envelope clearly marked on the outside with:

- ☐ Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC  
V2L 1P8
- ☐ Invitation To Tender ES-25-05  
Vehicle Weigh Scale Replacement  
Foothills Boulevard Regional Landfill
- ☐ Responding Organization's name and address.

If submitting by email:

Tenderers should ensure that the files should not collectively exceed 30MB. Tenders must be submitted to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

Subject of the file to be: ES-24-05 Vehicle Weigh Scale Replacement – Foothills Boulevard Regional Landfill – (Insert Responding Tenderer's Name).

## .APPENDIX C – TENDER FORM

Date: \_\_\_\_\_

Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written Addendum(s) (if any), and having visited the site for purposes of examining site conditions and having satisfied myself/ourselves as to the sufficiency of the ITT, the undersigned agrees to furnish all labour, transportation, materials, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work.

I/We agree that in consideration of having my/our tender submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for 90 days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the awarded Contract only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the Subcontractor(s) employed will be as listed on the List of Subcontractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within 14 days of the date of the acceptance notice I/we will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

I/We agree that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

I/We agree that tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. I/We agree that the Regional District may, however, in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in the ITT, whether or not such non-compliance is material.

Accompanying this Tender please find our bid bond in the amount of ten percent (10%) of the contract value.

I/We agree that except for a claim for the reasonable cost of preparation of this tender, by submitting a tender, I/We irrevocably waive any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation any alleged unfairness in the evaluation of a tender or award of a contract;
- 2) a decision by the Regional District not to award a contract to that tenderer; or
- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

I/We hereby acknowledge receipt and inclusion of the following Addendum(a) to the ITT Documents:

Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_

Signed and Delivered by:

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Name of Authorized Signatory (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, Province, Postal Code

Signed in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Witness (Please print)

\_\_\_\_\_  
City, Province, Postal Code

## APPENDIX D – SCHEDULE OF PRICES

<u>TENDER FORM SUMMARY</u>		<u>Price</u> <u>(excluding GST)</u>
<u>Section 1:</u>	<u>Schedule of Prices</u>	\$ _____
<u>Section 2:</u>	<u>Schedule of Additional Unit Prices</u>	\$ _____
Tender Price – Excluding GST		\$ _____
GST as applicable		\$ _____
<b><u>TOTAL TENDER PRICE – INCLUDING GST</u></b>		<b>\$ _____</b>

### **Are you a GST Registrant?**

☐ Yes – Tax Registration # \_\_\_\_\_

☐ Not a registrant – supplier is small supplier under s. 148 of the legislation     ☐ Yes   ☐ No

WorkSafeBC Registration Number: \_\_\_\_\_

## APPENDIX E - SCHEDULE OF QUANTITIY AND PRICES – Section 1

Item		Unit	Number	Unit Rate	Est Cost
<b>1. Contract Considerations (Division 1)</b>					
1.1	Mobilization / Demobilization Mobil	LS	1		
1.2	Performance and Labor & Material Bonds	LS	1		
1.3	Freight costs to deliver scales and other materials to site	LS	1		
1.4	Sub-contractor works i.e. welding final positions of load cells or other onsite scale preparation.	LS	1		
1.5	Crane cost for off-loading new scales – remove old scales and placement of new scales.	LS	1		
1.6	Relocate old scales to scrap metal recycling area within Foothills site.	LS	1		
1.7	Canada weights and measures certification and related costs	LS	1		
1.8	Miscellaneous costs not specified within this document.	LS	1		
<b>Subtotal Division 1</b>					<b>\$</b>
<b>2. Scale Facility Foundation System (Division 2)</b>					
2.1	Inspection of Existing Scale Facility including all scale foundations	LS	1		
2.2	Modifications, repairs or other foundational work resulting from inspections	LS	1		
<b>Subtotal Division 2</b>					<b>\$</b>
<b>3. Scales Structures and Equipment (Division 3)</b>					
3.1	Supply and Install 80' x 10' steel deck truck scale – concrete slab	each	2		
3.2	Mettler Toledo digital load cell kit with full lighting protection. To accommodate both new scales	each	2		
3.3	Mettler Toledo digital indicator – fully compatible with existing scale hardware and displays	LS	1		
3.4	Misc cost for install and set up not specified within this document	LS	1		
<b>Subtotal Division 3</b>					<b>\$</b>
<b>Total (Division 1 - 3)</b>					<b>\$</b>
<b>GST at 5%</b>					
<b>TOTAL PRICE</b>					<b>\$</b>

## APPENDIX F - SCHEDULE OF ADDITIONAL UNIT PRICES – Section 2

Item		Unit	Number	Unit Rate	Est Cost
<b>1. Contract Considerations (Division 1)</b>					
1.1					
1.2					
1.3					
1.4					
1.5					
<b>Subtotal Division 1</b>					<b>\$</b>
<b>2. Scale Facility Foundation System (Division 2)</b>					
2.1					
2.2					
2.2					
2.3					
<b>Subtotal Division 2</b>					<b>\$</b>
<b>3. Scales Structures and Equipment (Division 3)</b>					
3.1					
3.2					
3.3					
3.4					
<b>Subtotal Division 3</b>					<b>\$</b>
<b>Total (Division 1 - 3)</b>					<b>\$</b>
<b>GST at 5%</b>					
<b>TOTAL PRICE</b>					<b>\$</b>

## APPENDIX G – PROPOSED PROJECT SCHEDULE

**This project must have a strict construction schedule, with limited interruption to the actual facility-In-Use operations.**

Indicate proposed installation schedule from delivery of material to completion of project. It is imperative that ongoing operations are maintained. The Regional District will work with the contractor to coordinate the contractor's proposed timeline from start to finish. Closure of the landfill during normal business hours (7:00am to 5:00pm) is not an option.

Indicate the proposed contraction schedule in Bar Chart with major item description.

Milestone Activity	Day (1)	Day (2)	Day (3)	Day (4)

## APPENDIX H - LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

<b>Name of Employee</b>	<b>Employee's Experience / Qualifications</b>

<b>Name of Onsite Supervisor</b>	<b>Supervisor's Experience / Qualifications</b>



### APPENDIX I - LIST OF SUBCONTRACTORS

The Contractor agrees that the Subcontractors engaged by it will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

<b>Name of Subcontractor</b>	<b>Address of Subcontractor</b>	<b>Work to Be Performed by Subcontractor</b>

## APPENDIX J - TENDERER'S EXPERIENCE IN SIMILAR WORK

The Contractor is to demonstrate that they have a minimum of five years of current customer service experience as well as staff supervision experience. List professional and recent experience.

Year	Work Performed	Reference Contact (name and phone number)	Value

**APPENDIX K - CONFLICT OF INTEREST STATEMENT**

ES-25-05  
Vehicle Weigh Scale Replacement  
Foothills Boulevard Regional Landfill

Bidder Name: \_\_\_\_\_

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

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By signing below I certify that all statements made on this form are true and correct to the best of my knowledge.

\_\_\_\_\_  
Print Name of Person Signing Disclosure

\_\_\_\_\_  
Authorized Representative of

\_\_\_\_\_  
Signature of Person Making Disclosure

\_\_\_\_\_  
Date Signed

## APPENDIX L - GOODS AND SERVICES TAX INFORMATION

Supplier:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Phone Number

Are you a GST Registrant?

Yes \_\_\_\_\_

No \_\_\_\_\_

If YES, please indicate your registration number: \_\_\_\_\_

If NO, please fill in the following (check appropriate box):

☐ Supplier qualifies as a small supplier under s. 148 of the legislation

☐ Other: Specify \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX M - CONTRACT AGREEMENT

BETWEEN:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:  
155 George Street  
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

**CONTRACTOR**

a company duly incorporated under the laws of British Columbia and having a place of business at:  
address  
address, pc

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH that the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
  - (a) Provide all necessary labour, equipment, transportation, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender ES-25-05 - Vehicle Weigh Scale Replacement – Foothills Boulevard Regional Landfill.
2. The Regional District will pay the Contractor, as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Invitation and Instructions to tenderers, Tender Form, List of Subcontractors, Tender's Experience in Similar Work, Schedule of Prices, all appendices, amendments and Addendum(s), as well as the tenderer's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Clause 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The contractor at \_\_\_\_\_  
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

SIGNED ON BEHALF OF THE  
**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
GM of Legislative and Corporate Services

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF  
**CONTRACTOR**

DO NOT SIGN SAMPLE ONLY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

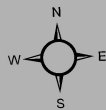
\_\_\_\_\_  
(Name and Title) (Please print)

APPENDIX N – SITE MAP





# Foothills Landfill Entrance





## APPENDIX O – SPECIFICATIONS

This section includes details on the supply and installation of two 80'x10' (24.384 m x 3.048 m) commercial truck scales.

- Furnish and install two 3/8 steel check plate deck – concrete slab commercial truck scales and associated electronic digital controls.
- The scale shall have a clear and unobstructed weighing surface of not less than 80 feet long and 10 feet wide.
- The scale shall be fully electronic in design and shall not incorporate any mechanical weighing elements, check rods, or check stays.
- The scale shall be designed to perform as a single weighing platform and shall be of flat-top design. Side rail support beams are not acceptable.
- The scale shall have a gross weighing capacity of 100 tonnes.
- The scale shall have a Concentrated Load Capacity (CLC) of 88,000 kg
- The scale shall be designed to accept vehicles that generate up to 80,000 kg
- In order for the bid to be considered, Supplier must provide written confirmation of empirical testing data to validate the design of the weighbridge through actual life-cycle testing. During the testing process the weighbridge must see a minimum of 1 million cycles, with at least 27,215.54 kg of test load, applied on the eight contact points of a standard truck's dual tandem axle tires. This documentation must be provided with the proposal submittal. **Failure to provide this information will result in the bid being considered non-compliant.**
- The scale shall be calibrated to a minimum of 80,000 kilograms by 10 kg increments. System configurations with increments greater than 10 kg increments will not be accepted.
- The scale weighing related electronics shall be comprised solely of load cells, load cell cables and digital weight display. No other devices shall be permitted between the load cell and the digital weight display. Junction boxes, summing boards, gathering boards, gathering boxes, Totalizers, external analog to digital converter boxes and sectional controller boxes will not be accepted because of their significant and inherent maintenance issues.
- The load cells and load cell mounting hardware shall be constructed of stainless steel. The cables shall be stainless steel sheathed. Load cells which are not stainless steel and hermetically sealed shall not be acceptable because of their inability to prevent moisture from entering the load cell and causing a premature failure.
- The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST HB-44). The scale manufacturer shall provide a Certificate of Conformance (NTEP Certification) to these standards upon request.

- The design and manufacture of the scale weighbridge, load cells, and digital instrument shall all be of one manufacturer to maximize compatibility and availability of components and to insure maximum benefit from the system's lightning protection capability. The manufacturer shall have a quality system that has been registered to the standards of ISO 9001.
- The manufacturer or bidder shall provide with the bid proposal a listing of the total cost (labor, parts, travel time and mileage) for two service technicians to travel to the scale site with a heavy-duty test truck, stay on site for four hours to troubleshoot and replace one load cell in the scale and the main printed circuit board in the weight display. This listing shall be provided for service in the following three timeframes: 6 months after installation, 36 months after installation, and 58 months after installation. Listings of the same costs at these three time periods must also be provided assuming the failure is the result of a lightning strike. The cost of recalibration must be included in each service cost summary. Failure to provide the information required in this section will cause your bid submittal to be considered non-responsive and disqualified from consideration.

## APPENDIX P – DRAWINGS

