



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER

FS-26-02

Supply and Install Condensing Boilers and Gas Absorption Heat Pump– The Exploration Place

Date Issued

August 17, 2026

Closing Location

Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
purchasing@rdffg.bc.ca

Mandatory Site Meeting

August 24, 2026:

The Exploration Place, 2:00 p.m. PT

Inquiries

Rachael Ryder at rryder@rdffg.bc.ca

Inquiries deadline: August 28, 2026 at 4:00 p.m. PT

Closing Date

September 4, 2026 at 2:00 p.m. PT

No Public Opening

Late submissions are not considered



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Invitation to Tender

FS-26-02 - Supply and Install Condensing Boilers and Gas Absorption Heat Pump

The Exploration Place

PART A – INTRODUCTION

The Regional District of Fraser-Fort George (Regional District) invites tenders for the following:

Supply and install two (2) condensing boilers as per the detailed technical specifications and drawings for mechanical and electrical provided in Appendix D Specifications. This includes but is not limited to:

- Removal and disposal of existing two boilers
- Supply two (2) IBC – model EX 850 condensing boilers
- Supply two (2) GRUNDFOS – model HAGNA2 65-150 GF pumps
- Upgrade flue venting
- Install, start-up, and commission

Supply and install a gas absorption heat pump as per the detailed technical specifications and drawings for mechanical and electrical provided in Appendix D Specifications. This includes but is not limited to:

- Supply Robur – model GAHP A PLUS gas absorption heat pump
- Supply one (1) GRUNDFOS – model HAGNA2 65-150 GF pump
- Unit to be mounted on the roof of The Exploration Place
- Install, start-up, and commissioning

The anticipated contract term is October 1, 2026 to project completion. Installation, start-up, and commissioning are anticipated to take place in spring 2027 at a time approved by the Regional District.

TENDER DOCUMENTS

The Invitation to Tender (ITT) documents may be obtained on or after **August 17, 2026:**

- (a) in a PDF (Portable Document Format) file format from the Regional District's website at www.rdffg.ca;
- (b) on the BCBid® website at 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).

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 (hand delivery, courier or by post/mail) or electronically to the Closing Location and Time as outlined below.

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC (the "**Closing Location**") not later than 2:00 p.m. (local time) on **September 4, 2026** (the "**Closing Date**") or by email to 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.

Closing Date for tenders is September 4, 2026, at 2:00 p.m. (Prince George Time).

For Tenders to be submitted by hard copy direct delivery:

One complete copy of the 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):

Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Invitation to Tender, FS-26-02
Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place

Responding Tenderer's name and address

Facsimile Tenders will NOT be accepted.

For Tenders to be Submitted Electronically:

"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.

Tenderers must submit all portions of their Tender by email in accordance with the following:

Subject of the file to be: FS-26-02 – Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place – (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. DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

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:

FS-26-02 – Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place

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

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

Rachael Ryder, Corporate Sustainability Specialist

Phone: 250-960-4497

Email: rryder@rdffg.bc.ca

Deadline for question submissions is 4:00 p.m. (local time) August 28, 2026.

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, Rachael Ryder at rryder@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 site, 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 site.

The mandatory site visit will be held at the following site:

Monday, August 24, 2026, at 2:00 p.m. (local time) at The Exploration Place

Tender submissions received from any Tenderer who did not attend the mandatory site meeting will be rejected.

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.gov.bc.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 **"Equipment"** means anything and everything except persons used by the Contractor in performance of the work.
- 1.9 **"Facility Property"** means the property owned by the Regional District of Fraser-Fort George operating as The Exploration Place.
- 1.10 **"Form of Tender"** means the form of tender attached to this ITT.
- 1.11 **"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).
- 1.12 **"Project Manager"** means the Regional District's representative.
- 1.13 **"Subcontractor"** means any person, firm or corporation approved by the Regional District having a contract for the execution or a part of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who merely furnished material not so worked.
- 1.14 **"Tender"** means a submission in response to this ITT.
- 1.15 **"Tender Documents"** means the documents listed in Section 2.1.
- 1.16 **"Tenderer"** means the person submitting a Tender.
- 1.17 **"Regional District"** means the Regional District of Fraser-Fort George.
- 1.18 **"Must"** means a requirement that must be met in order for a Tender to receive consideration.

1.19 **"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.

1.20 **"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) Contract Conditions; and
- (d) Appendices:
 - i. Appendix A – Acknowledgment Letter;
 - ii. Appendix B – Bidder Checklist;
 - iii. Appendix C – Tender Form;
 - iv. Appendix D – Specifications;
 - v. Appendix E – Tenderer's Experience in Similar Work;
 - vi. Appendix F – Conflict of Interest and Disclosure Statement;
 - vii. Appendix G – Goods and Services Tax Information; and
 - viii. Appendix H – Sample Contract Agreement.

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, C and E through G.

- 4.2 All prices and notations should be legibly written in a non-erasable pen. 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 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.
- 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.
- 8.3 The Regional District will not be responsible for any costs incurred by the tenderer which may result from the preparation or submission of documents pertaining to this Tender.

9.0 Rejection of a Tender

- 9.1 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.
- 9.2 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.
- 9.3 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.

9.4 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.

10.0 Conflict of Interest

10.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a Conflict of Interest Disclosure Statement (Appendix F).

10.2 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 advanced decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Tender based on the information provided.

11.0 Tender Evaluation

- 11.1 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.
- 11.2 The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District shall use the following criteria to evaluate tenders received:
- a. proven, successful experience with similar projects;
 - b. acceptability of reference checks and;
 - c. tender price
- 11.3 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.
- 11.4 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.
- 11.5 Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process. Notwithstanding the results of the evaluation conducted by the committee, the Regional District reserves the right to select the tender that the Regional District considers provides best overall value.

12.0 Proof of Ability

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

13.0 Site Location and Facility Information

The Exploration Place is located at 333 Becott Place in Prince George.

14.0 Examination of Contract Documents and Site

- 14.1 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.
- 14.2 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.

15.0 Liability for Errors

- 15.1 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 Proponent's responsibility. If errors are discovered, they will be corrected by the Tenderer at their expense.
- 15.2 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.

16.0 Limitation of Liability

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.

17.0 Ownership of Tenders and Freedom of Information

- 17.1 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.
- 17.2 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 Board meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

18.0 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.

PART C – CONTRACT CONDITIONS

1. Contract

1.1 Form of Contract

A sample contract agreement is included as Appendix H.

1.2 Award of Contract

A contract for FS-26-02 – Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place is anticipated to be awarded at the Regional Board on September 24, 2026. All tenderers will be advised, in writing, as to the awarding of the Contract after that date.

The Regional District may, in its sole discretion, award Contract FS-26-02 – Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place, or it may delay the date of awarding the Contract or cancel this ITT if deemed appropriate by the Regional District for any reason.

The Regional District intends to award the Contract to a Tenderer who most closely meets the conditions and specifications and is the best value.

2. Start and Duration of Contract

The term of the Contract is anticipated to begin on October 1, 2026, and remain in force until project completion, unless otherwise approved in writing by the Regional District. Installation, start-up, and commissioning are anticipated to take place in spring 2027 at a time approved by the Regional District.

3. Term and Termination

The term of this Contract shall commence as set out in Section 2, Start and Duration of Contract, 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. The invoice will itemize payment due for services delivered at the facility based the Tender Sum in the Schedule of Prices and must also quote "Contract FS-26-02".

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.

The Contractor will adhere to a no-fault stoppage of work order when adverse weather conditions, including precipitation, would make continuation of the Work within the area detrimental to the overall completion of the project. This determination will be made jointly between the Regional District Project Manager and the Superintendent identified by the Contractor.

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:

- 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.
 - 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 subcontractors 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. WorkSafeBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons or property at The Exploration Place and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work.

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 Workers' 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 Workers' Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Contract amount.

The Contractor will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and Subcontractors are well trained and aware of OHSP.

10. 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.

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; pandemic; 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 the agreed upon dates for service 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 Part C, Section 21. "Dispute Resolution". Whereas 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 Part C, Section 6. "Payment" of this ITT, as may be agreed by the Contractor, or as determined under Part C, Section 21. "Dispute Resolution" of the Sample 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 Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Part C, Section 22.1, "Notice of Default".

13. 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.

14. 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.

15. Supervision and Labour

The Contractor will keep a competent supervisor on the work at all times during its progress. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the Regional District and have the authority to act on contractual obligations on behalf of the Contractor. The Contractor shall employ at all times, qualified and experienced personnel to carry out the work.

16. 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 Financial Services.

17. 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.

18. 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.

19. 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 10 days of the Contractor's written notice to do so.

20. 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.

21. 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.

22. Notice of Default

If the Contractor is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Contractor, require such default to be corrected. If within 15 days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

22.1 The Regional District shall compensate the Contractor for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor prior to the termination of the Agreement, will be provided to the Regional District within ten business days of the termination date.

23. Governing Laws

This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.

24. 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.

25. Scope of Work

See Appendix D – Specifications

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 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 Exploration Place 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 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 them 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 they are 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.

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:

Rachael Ryder
rryder@rdffg.bc.ca
Regional District of Fraser-Fort George

APPENDIX B - BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- | | | |
|--------------------------|--|-------|
| ☐ | Did you attend the Mandatory Site Meeting? | _____ |
| ☐ | Has the Tender Form been signed and witnessed? | _____ |
| ☐ | Are the following pages included? | _____ |
| | • Tender Form | _____ |
| | • Tenderer's Experience in Similar Work? | _____ |
| | • Conflict of Interest Disclosure Statement | _____ |
| | • Goods and Services Tax Information? | _____ |
| | • Addendum(s) | _____ |
| ☐ | 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 submitted 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 FS-26-02
Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place
- ☐ 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. Do Not forward a physical copy of the tender.

Subject of the file to be:

FS-26-02 Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place
(Insert Responding Tenderer's Name)

APPENDIX C - TENDER FORM

Date: _____

Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

The price tendered shall be in Canadian funds and include duties, royalties, handling, levies, transportation, delivery, dealer preparation, overhead, profit and all other charges. The Goods and Services Tax and the Provincial Sales Tax are to be shown separately.

According to the tender specifications, pricing is to be submitted to provide the following and shall be good for a duration of 90 days from date of tender opening:

A. Supply & install – two condensing boilers (includes removal of existing boilers):

A1 Subtotal (excl tax) \$ _____

A2 GST on subtotal: \$ _____

A3 PST on subtotal: \$ _____

A4 Total Price (with Tax): \$ _____

B. Supply & install – Gas Absorption Heat Pump:

B1 Subtotal (excl tax) \$ _____

B2 GST on subtotal: \$ _____

B3 PST on subtotal: \$ _____

B4 Total Price (with Tax): \$ _____

C. TOTAL TENDER PRICE (excluding tax) A1 + B1 \$ _____

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

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Signed and submitted by:

Signature of Authorized Signatory

Name of Tenderer – (company name)

Name of Authorized Signatory (Please print)

Address

Title

City, Province, Postal Code

Email address

Signed in the presence of:

Signature

Address

Name of Witness (Please print)

City, Province, Postal Code

APPENDIX D – SPECIFICATIONS

Due to operational requirements at The Exploration Place, the Regional District anticipates scheduling the removal of the existing boilers, installation of the new heating equipment, start-up, and commissioning during spring 2027. Tenderers should include all costs associated with maintaining pricing, procurement, storage (if required), and coordination necessary to complete the Work within the anticipated schedule.

See attached files, The Exploration Place Electrical Drawings and Specifications and The Exploration Place Mechanical Drawings and Specifications for the detailed requirements for the Works.

APPENDIX E - TENDERER'S EXPERIENCE IN SIMILAR WORK

<u>Year</u>	<u>Work Performed</u>	<u>Reference Contact (name and phone number)</u>	<u>Value</u>

APPENDIX F - CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

FS-26-02

Supply and Install Condensing Boilers and Gas Absorption Heat Pump - The Exploration Place

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:

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 G - 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 H – SAMPLE 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 the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender FS-26-02– Supply and Install Condensing Boilers and Gas Absorption Heat Pump – The Exploration Place.
 - (b) Commence to actively proceed with the work of the Contract October 1, 2026.
2. The Regional District will pay to 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)